

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY MUD 32

WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County"), **LARKSPUR MASTER COMMUNITY, INC.**, a Texas non-profit corporation (the "Association" or "Licensee"), and **WILLIAMSON COUNTY MUD 32**, 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, 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 effecting 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 (WITH COUNSEL OF COUNTY'S CHOOSING), 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, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE LICENSED PROPERTY OR 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 SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF 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 (WITH COUNSEL OF COUNTY'S CHOOSING),

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 WHOLE OR 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 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 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:

Larkspur Master Community, Inc.
c/o Goodwin Management, Inc.
Attn: Matt Gibson
11149 Research Blvd
Austin, TX 78759

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 (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

Additionally, the County and the Association agree to copy the District and Larkspur Community Development, Inc. a Texas limited partnership (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 32
c/o Armbrust & Brown, PLLC
Attn: Sue Brooks Littlefield
100 Congress Avenue, Suite 1300
Austin, TX 78701

To the Developer at:

Larkspur Community Development, Inc.
Attn: Garrett Martin
9111 Jollyville Rd
Suite 111
Austin, TX 78759

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.

THE REMAINDER OF THIS PAGE IS BLANK

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:

**LARKSPUR MASTER COMMUNITY,
INC.**, a Texas non-profit corporation

By: _____

Name: _____

Title: _____

[Signature]
Garrett Martin
Manager / PRESIDENT

bss

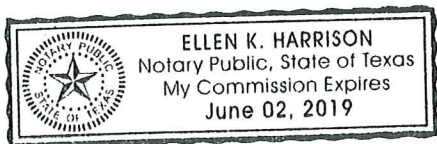
THE STATE OF TEXAS

§
§

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 3RD day of OCTOBER, 2016, by GARRETT MARTIN, PRESIDENT of LARKSPUR MASTER COMMUNITY, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



[Signature]
NOTARY PUBLIC, State of Texas

MUD:

WILLIAMSON COUNTY MUD 32, a
political subdivision of the State of Texas

By: 
Kevin M. Reynolds, President
Board of Directors

THE STATE OF TEXAS

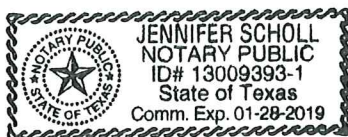
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 16th day of November, 2016 by Kevin M. Reynolds, President of WILLIAMSON COUNTY MUD 32, a political subdivision of the state of Texas, on behalf of said political subdivision.





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 Larkspur Subdivision located within the boundaries of Williamson County MUD 32 as more particularly described on **Exhibit "A-1"** and depicted on **Exhibit "A-2"**. For reference, the Larkspur Subdivision is generally depicted on **Exhibit "A-3"**.

EXHIBIT "A-1"
LICENSED PROPERTY



Land Surveyors, Inc.

8333 Cross Park Drive

Austin, Texas 78754

Office: 512.374.9722

Fax: 512.873-9743

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METES AND BOUNDS DESCRIPTION

BEING 314.134 ACRES OF LAND OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE HENRY GARMES SURVEY, ABSTRACT NO. 269, AND THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, ALL IN WILLIAMSON COUNTY, TEXAS, AND BEING COMPRISED OF THREE TRACTS: TRACT ONE BEING A 224.01 ACRE PORTION OF A 327.79 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; TRACT TWO BEING AN 89.918 ACRE TRACT OF LAND COMPRISED OF A 47.655 ACRE PORTION OF A 230.70 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH LTD. BY SAID INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A 34.746 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068653 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A 7.517 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068604 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND TRACT THREE BEING A 0.206 OF ONE ACRE PORTION OF SAID 230.70 ACRE TRACT, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT ONE DESCRIPTION (224.01 ACRES):

BEGINNING at a 1/2" rebar set with plastic cap which reads "Baseline Inc" for the northwest corner of said 327.79 acre tract, the southwest corner of a 1.43 acre tract of land conveyed to Chisholm Trail Special Utility District by instrument of record in Doc. No. 2012071092 of the Official Public Records of Williamson County, Texas, and being in the easterly right-of-way line of County Road 266 (R.O.W. varies) [Point of Beginning Coordinates: Northing=10,202,682.54; Easting=3,075,533.94];

THENCE along the northerly line of the 327.79 acre tract and the southerly line of said 1.43 acre tract, the following five (5) courses:

1. North 69°24'31" East a distance of 1604.24 feet (record - North 69°24'31" East a distance of 1604.24 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
2. South 11°19'39" East a distance of 269.65 feet (record - South 11°19'39" East a distance of 269.65 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
3. North 69°24'00" East a distance of 350.61 feet (record - North 69°24'00" East a distance of 350.61 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
4. North 11°18'00" West a distance of 284.73 feet (record - North 11°18'00" West a distance of 284.73 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";

5. South 69°22'01" West a distance of 25.34 feet (record - South 69°22'01" West a distance of 25.34 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc" in the east line of a 3.16 acre tract of land conveyed to Pedernales Electric Cooperative, Inc. by instrument of record in Doc. No. 2006040305 of the Official Public Records of Williamson County;

THENCE North 11°18'00" West (record - North 11°18'00" West), along the northerly line of the 327.79 acre tract and the east line of said 3.16 acre tract, a distance of 40.54 feet (record - 40.54 feet) to a 1/2" rebar found for the northeast corner of the 3.16 acre tract and being in the south line of a 227.137 acre tract of land conveyed to F-L HM Owner, L.P. by instrument of record in Doc. No. 2014054131 of the Official Public Records of Williamson County, Texas, therein designated Tract 1, Parcel 1;

Thence North 69°22'01" East (record - North 69°22'01" East), along the north line of the 327.79 acre tract and the south line of said 227.137 acre tract, a distance of 1005.09 feet (record - 1005.09 feet) to a 1/2" rebar found for the northeast corner of the 327.79 acre tract and being in the west line of a 136.97 acre tract of land conveyed to Bonnett Enterprises, Ltd by instrument of record in Doc. No. 2008035423 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found for the northwest corner of said 136.97 acre tract and being an angle point in the south line of the 179.402 acre tract, bears North 19°30'07" West feet (record - North 21°20'35" West) a distance of 13.42 feet;

THENCE along the easterly line of the 327.79 acre tract and the west line of the 136.97 acre tract the following four (4) courses:

1. South 21°21'47" East a distance of 748.32 feet (record - South 21°21'47" East a distance of 748.32 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
2. South 21°27'41" East a distance of 639.93 feet (record - South 21°27'41" East a distance of 639.93 feet) to a 1/2" rebar found;
3. South 21°41'13" East a distance of 690.87 feet (record - South 21°41'13" East a distance of 690.87 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
4. South 21°42'40" East a distance of 244.94 feet (record - South 21°42'40" East a distance of 244.94 feet) to a 1/2" rebar found for the southwest corner of the 136.97 acre tract and the northwest corner of a remainder of a 5.00 acre tract of land conveyed to Timothy L. Gibson and Bridget Ann Gibson by deed of record in Volume 2508, Page 6 of the Deed Records of Williamson County, Texas;

THENCE South 21°06'46" East (record - South 21°06'46" East), along the easterly line of the 327.79 acre tract, the west line of said remainder of 5.00 acre tract, and along the west line of a 3.066 acre tract of land conveyed to Mark Alexander, Bridget Gibson, and Cheryl Cervenka by instrument of record in Doc. No. 2013017775 of the Official Public Records of Williamson County, a distance of 428.37 feet (record - 428.37 feet) to a 1/2" rebar found for the southwest corner of said 3.066 acre tract and the northwest corner of a 5.00 tract of land conveyed to Mark Alexander and Joann Alexander by instrument of record in Doc. No. 199802644 of the Official Records of Williamson County;

THENCE South 21°33'31" East (record - South 21°33'31" East), along the easterly line of the 327.79 acre tract and the west line of said of 5.00 acre tract, a distance of 599.88 feet (record - 599.88 feet) to a 1/2" rebar found for the southwest corner of said 5.00 acre tract and being an angle

point in the westerly line of a 76.97 tract of land conveyed to Alice Catherine Alexander by deed of record in Volume 611, Page 699 of the Deed Records of Williamson County, Texas,

THENCE along the easterly line of the 327.79 acre tract and the westerly line of said 76.97 acre tract, the following two (2) courses:

1. South 21°54'00" East a distance of 269.26 feet (record - South 21°54'00" East a distance of 269.26 feet) to a 1/2" rebar found;
2. South 22°09'33" East a distance of 62.24 feet (record - South 22°09'33" East a distance of 62.24 feet) to a 1/2" rebar found for the northwest corner of a 5.00 acre tract of land conveyed to Victor E. Landig, Jr. and Cathy Jayne Landig by instrument of record in Doc. No. 2006029147 of the Official Public. Records of Williamson County;

THENCE South 22°03'28" East (record - South 22°03'28" East), along the easterly line of the 327.79 acre tract and the west line of said 5.00 acre tract, a distance of 560.54 feet (record - 560.54 feet) to a 1/2" rebar found for the southwest corner of the 5.00 acre tract;

THENCE crossing through the 327.79 acre tract the following two (2) courses:

1. South 68°51'37" West a distance of 844.71 feet to a calculated point;
2. South 67°04'21" West a distance of 357.92 feet to a calculated point in the west line of the 327.79 acre tract and the easterly right-of-way line of said County Road 266;

THENCE along the westerly line of the 327.79 acre tract and the easterly right-of-way line of County Road 266, the following thirty one (31) courses:

1. North 29°55'12" West (record - North 29°55'12" West) a distance of 20.03 feet to a 1/2" rebar found;
2. North 38°45'21" West a distance of 234.78 feet (record - North 38°45'21" West a distance of 234.78 feet) to a 1/2" rebar found;
3. North 36°40'10" West a distance of 136.61 feet (record - North 36°40'10" West a distance of 136.61 feet) to a 1/2" rebar found;
4. North 37°05'41" West a distance of 94.55 feet (record - North 37°05'41" West a distance of 94.55 feet) to a 1/2" rebar found;
5. North 36°08'55" West a distance of 82.59 feet (record - North 36°08'55" West a distance of 82.59 feet) to a 1/2" rebar found;
6. North 53°44'13" West a distance of 101.89 feet (record - North 53°44'13" West a distance of 101.89 feet) to a 1/2" rebar found;
7. North 54°16'13" West a distance of 57.61 feet (record - North 54°16'13" West a distance of 57.61 feet) to a 1/2" rebar found;
8. North 58°49'06" West a distance of 139.71 feet (record - North 58°49'06" West a distance of 139.71 feet) to a 1/2" rebar found;

9. North 59°02'12" West a distance of 88.23 feet (record - North 59°02'12" West a distance of 88.23 feet) to a 1/2" rebar found;
10. North 58°37'10" West a distance of 215.17 feet (record - North 58°37'10" West a distance of 215.17 feet) to a 1/2" rebar found;
11. North 58°09'02" West a distance of 178.14 feet (record - North 58°09'02" West a distance of 178.14 feet) to a 1/2" rebar found;
12. North 60°08'02" West a distance of 116.38 feet (record - North 60°08'02" West a distance of 116.38 feet) to a 60d nail found;
13. North 57°27'15" West a distance of 160.15 feet (record - North 57°27'15" West a distance of 160.15 feet) to a 1/2" rebar found;
14. North 57°20'46" West a distance of 51.68 feet (record - North 57°20'46" West a distance of 51.68 feet) to a 60d nail found;
15. North 54°51'18" West a distance of 71.89 feet (record - North 54°51'18" West a distance of 71.89 feet) to a 1/2" rebar found;
16. North 60°47'05" West a distance of 115.69 feet (record - North 60°47'05" West a distance of 115.69 feet) to a 1/2" rebar found;
17. North 60°15'04" West a distance of 55.78 feet (record - North 60°15'04" West a distance of 55.78 feet) to a 60d nail found;
18. North 71°12'58" West a distance of 218.95 feet (record - North 71°12'58" West a distance of 218.95 feet) to a 1/2" rebar found;
19. North 63°36'05" West a distance of 22.35 feet (record - North 63°36'05" West a distance of 22.35 feet) to a 60d nail found;
20. North 62°46'02" West a distance of 79.62 feet (record - North 62°46'02" West a distance of 79.62 feet) to a 60d nail found;
21. North 61°47'42" West a distance of 242.11 feet (record - North 61°47'42" West a distance of 242.11 feet) to a 60d nail found;
22. North 58°44'40" West a distance of 240.81 feet (record - North 58°44'40" West a distance of 240.81 feet) to a 60d nail found in a fence post;
23. North 49°47'23" West a distance of 101.30 feet (record - North 49°47'23" West a distance of 101.30 feet) to a 60d nail found in a fence post;
24. North 45°39'04" West a distance of 174.54 feet (record - North 45°39'04" West a distance of 174.54 feet) to a 1/2" rebar found;
25. North 36°52'51" West a distance of 53.64 feet (record - North 36°52'51" West a distance of 53.64 feet) to a 60d nail found;

26. North 29°06'17" West a distance of 437.83 feet (record - North 29°06'17" West a distance of 437.83 feet) to a 1/2" rebar found;
27. North 27°50'09" West a distance of 386.84 feet (record - North 27°50'09" West a distance of 386.84 feet) to a 1/2" rebar found;
28. North 26°13'46" West a distance of 581.24 feet (record - North 26°13'46" West a distance of 581.24 feet) to a 1/2" rebar found;
29. North 17°57'38" West a distance of 192.26 feet (record - North 17°57'38" West a distance of 192.26 feet) to a 1/2" rebar found;
30. North 13°15'16" West a distance of 67.93 feet (record - North 13°15'16" West a distance of 67.93 feet) to a steel fence post;
31. North 12°46'29" West (record - North 12°46'29" West) a distance of 55.69 feet to the POINT OF BEGINNING.

This tract contains 224.01 acres of land, more or less, out of the William H. Monroe Survey, Abstract Number 453, and the Henry Garmes Survey, Abstract no. 269, both in Williamson County, Texas.

TRACT TWO DESCRIPTION (89.918 ACRES):

BEGINNING at a 1/2" rebar found for the northeast corner of said 230.70 acre tract, the southeast corner of Lot 2, Hamilton Subdivision, a subdivision of record in Doc. No. 1993014740 of the Official Public Records of Williamson County, Texas, the northeast corner of a 4.01 acre tract of land conveyed to David Harp and Cynthia Marie Caughfield Harp by instrument of record in Doc. No. 1996021719 of the Official Public Records of Williamson County, and being in the westerly right-of-way line of County Road 266 (R.O.W. varies), from which a 1/2" rebar found for the northwest corner of a 3.16 acre tract of land conveyed to the Pedernales Electric Cooperative, Inc. by instrument of record in Doc. No. 2006040305 of the Official Public Records of Williamson County, Texas, the southwest corner of a 5.94 acre tract of land conveyed to Carolyn Miller and Leonard Miller by deed of record in Volume 681, Page 342 of the Deed Records of Williamson County, Texas, and being in the easterly right-of-way line of said County Road 266, bears North 58°49'44" East a distance of 35.72 feet; [Point of Beginning Coordinates: Northing=10,202,718.53; Easting=3,075,492.25];

THENCE along the easterly line of the 230.70 acre tract and the north, west and south lines of said 4.01 acre tract the following three (3) courses:

1. South 69°37'04" West a distance of 392.77 feet (record - South 69°37'04" West a distance of 392.77 feet) to a 1/2" rebar found for the northwest corner of the 4.01 acre tract;
2. South 13°38'03" East a distance of 475.02 feet (record - South 13°38'03" East a distance of 475.02 feet) to a 1/2" rebar found for the southwest corner of the 4.01 acre tract;
3. North 61°32'05" East a distance of 414.16 feet (record - North 61°32'05" East a distance of 414.16 feet) to a 1/2" rebar found for the southeast corner of the 4.01 acre tract, and being in the westerly right-of-way line of said County Road 266;

THENCE along the easterly line of the 230.70 acre tract and the westerly right-of-way line of County Road 266 the following seven (7) courses:

1. South 27°41'59" East a distance of 394.10 feet (record - South 27°41'59" East a distance of 394.10 feet) to a fence post found for corner;
2. South 26°04'17" East a distance of 148.94 feet (record - South 26°04'17" East a distance of 148.94 feet) to a fence post found for corner;
3. South 24°35'10" East a distance of 227.32 feet (record - South 24°35'10" East a distance of 227.32 feet) to a fence post found for corner;
4. South 29°39'15" East a distance of 485.42 feet (record - South 29°39'15" East a distance of 485.42 feet) to a fence post found for corner;
5. South 31°21'15" East a distance of 55.73 feet (record - South 31°21'15" East a distance of 55.73 feet) to a fence post found for corner;
6. South 34°23'40" East a distance of 77.70 feet (record - South 34°23'40" East a distance of 77.70 feet) to a fence post found for corner;
7. South 37°14'52" East a distance of 72.04 feet (record - South 37°14'52" East a distance of 72.04 feet) to a fence post found for corner, from which a fence post found for corner in the easterly line of the 230.70 acre tract and the westerly right-of-way line of County Road 266, bears South 41°51'07" East a distance of 79.68 feet (record - South 41°51'07" East a distance of 79.68 feet);

THENCE crossing through the 230.70 acre tract the following six (6) courses:

1. South 31°00'10" East a distance of 31.55 feet to a calculated point;
2. South 41°55'12" West a distance of 429.93 feet to a calculated point;
3. North 49°06'46" West a distance of 135.21 feet to a calculated point;
4. South 40°53'14" West a distance of 189.93 feet to a calculated point;
5. South 49°04'23" East a distance of 99.95 feet to a calculated point;
6. South 40°53'14" West a distance of 200.84 feet to a calculated point;
7. South 08°19'25" East a distance of 73.40 feet to a 1/2" rebar found in the westerly line of the 230.70 acre tract, for an angle point in the easterly line of a 38.24 acre tract of land conveyed to Emogene Champion by said instrument of record in Volume 595, Page 288 of the Deed Records of Williamson County, Texas, therein designated as "Tract Two", from which a 1/2" rebar found for the southeast corner of said 38.624 acre tract, the northeast corner of a 43.00 acre tract of land conveyed to Ina Dale Craven by instrument of record in Volume 595, Page 288 of the Deed Records of Williamson County, Texas, therein designated as "Tract One", and being in the westerly line of the 230.70 acre tract, bears South 08°17'02" East a distance of 572.35 (record - South 08°17'02" East a distance of 572.35 feet);

THENCE South 77°12'21" West (record - South 77°12'21" West, along the westerly line of the 230.70 acre tract and the easterly line of the 38.24 acre tract, a distance of 424.18 feet (record - 424.18 feet) to a 1/2" rebar found;

THENCE North 20°19'13" West (record - North 20°19'13" West), along the westerly line of the 230.70 acre tract, the east line of the 38.24 acre tract, and the east line of a 21.543 acre tract of land conveyed to Mark Mason by instrument of record in Doc. No. 2007021744 of the Official Public Records of Williamson County, Texas, a distance of 604.86 feet (record - 604.86 feet) to a 1/2" rebar found for the northeast corner of the 21.543 acre tract and the southeast corner of a 19.758 acre tract of land conveyed to Michael W. Mason by instrument of record in Doc. No. 2007021745 of the Official Public Records of Williamson County, Texas;

THENCE North 20°35'14" West (record - North 20°35'14" West), along the westerly line of the 230.70 acre tract and the east line of said 19.758 acre tract, a distance of 459.92 feet (record - 459.92 feet) to a 1/2" rebar found for the northeast corner of the 19.758 acre tract and the southeast corner of said 34.746 acre tract;

THENCE South 68°55'24" West (record: South 68°55'24" West), along the south line of the 34.746 acre tract and the north line of the 19.758 acre tract, passing at a distance of 872.22 feet (record: 872.22 feet) a calculated point for an angle point in the north line of the 19.758 acre tract and being the northeast corner of a 1.78 acre tract of land conveyed to Michael W. Mason by instrument of record in Volume 1270, Page 205 of the Official Records of Williamson County, Texas; from which a 1/2" rebar found bears North 35°52'45" West a distance of 0.93 feet and continue along the south line of the 34.746 acre tract and the north line of said 1.78 acre tract 390.37 feet further (record: 390.37 feet) to a calculated point for an angle point in the north line of the 19.758 acre tract and being the northwest corner of the 1.78 acre tract; from which a 1/2" rebar found bears North 50°25'19" West a distance of 0.51 feet and continuing along the south line of the 34.746 acre tract and the north line of the 19.758 acre tract and the north line of a 22-foot wide Ingress and Egress Easement granted to Michael W. Mason in said Volume 1270, Page 205 for a total distance of 1583.30 feet (record - 1583.30 feet) to a TxDOT Type II concrete monument found for the southwest corner of the 34.746 acre tract and being in the north line of the 19.758 acre tract and also being in the east right-of-way line of U.S. Highway 183 (R.O.W. varies), 392.00 feet left of and perpendicular to E.C.S. 186+56.50;

THENCE along the west line of the 34.746 acre tract and the east right-of-way line of U.S. Highway 183 the following four (4) courses:

1. Along the arc of a non-tangential curve to the right, having a radius of 19166.69 feet (record: 19166.69 feet), a length of 491.38 feet (record: 491.38 feet), a delta angle of 01°28'08" (record: 01°28'08") and a chord, which bears North 21°50'37" West a distance of 491.36 feet (record: North 21°50'37" West a distance of 491.36 feet) to a TxDOT Type II concrete monument found 392.00 feet left of and perpendicular to E.C.S. 181+55.23 for a point of tangency;
2. North 21°07'32" West a distance of 11.23 feet (record: North 21°07'32" West a distance of 11.23 feet) to a 1/2" rebar set with plastic cap, which reads "BASELINE, INC.", being 392.00 feet left of and perpendicular to E.C.S. 181+44.00;
3. South 68°52'32" West a distance of 192.00 feet (record: South 68°52'32" West a distance of 192.00 feet) to a calculated point 200.00 feet left of an perpendicular to E.C.S.

181+44.00; from which a damaged TxDOT Type II concrete monument found bears North 16°55'25" East a distance of 0.27 feet;

4. North 21°03'51" West a distance of 400.41 feet (record: North 21°03'51" West a distance of 400.41 feet) to a 1/2" rebar found for the northwest corner of the 34.746 acre tract, the southwest corner of said 7.517 acre tract, being 200.00 feet left of and perpendicular to Engineer's Centerline Station (E.C.S.)177+43.93;

THENCE North 21°03'51" West (record: North 21°03'51" West), along the west line of the 7.517 acre tract and the east right-of-way line of U.S. 183 a distance of 400.50 feet (record: 400.50 feet) to a 1/2" rebar found with cap, which reads "SAM, INC." for the northwest corner of the 7.517 acre tract the southwest corner of the remainder of a 1.533 acre tract of land conveyed to the City of Liberty Hill, Texas by instrument of record in Document Number 2012032250 of the Official Public Records of Williamson County, Texas, being known therein as "Tract 2", and being 200 feet left of and perpendicular to E.C.S. 173+43.16;

THENCE North 68°55'20" East (record: North 68°55'20" East), along the north line of the 7.517 acre tract and the south line of said remainder of a 1.533 acre tract a distance of 731.95 feet (record – 731.95 feet) to a 1/2" rebar found with plastic cap (illegible) for the west corner of a 0.026 of one acre tract of land conveyed to the City of Liberty Hill, Texas in said Document Number 2012032250 and known therein as "Tract 4" for a point of curvature;

THENCE along the north line of the 7.517 acre tract and the south line of said 0.026 of one acre tract, being a tangential curve to the left, having a radius of 50.00 feet (record: 50.00 feet), a length of 92.54 feet (record: 92.54 feet), a delta angle of 106°02'34" (record: 106°02'34") and a chord, which bears North 68°56'26" East a distance of 79.89 feet (record: North 68°56'26" East a distance of 79.89 feet) to a 1/2" rebar found with plastic cap (illegible) for the east corner of the 0.026 of one acre tract and being in the south line of the remainder of a 1.533 acre tract for a point of tangency;

THENCE North 68°25'29" East (record: North 68°25'29" East), along the north line of the 7.517 acre tract and the south line of the 1.533 acre tract a distance of 9.75 feet (record: 9.75 feet) to a 1/2" rebar found with plastic cap, which reads "LCRA" for the northeast corner of the 7.517 acre tract and being the southeast corner of the remainder of a 1.533 acre tract and also being in the west line of a 20.000 acre tract of land conveyed to City of Liberty Hill, Texas by instrument of record in said Document Number 2012032250 and known therein as "Tract 1", from which a 1/2" rebar found with plastic cap, which reads "LCRA" for the northeast corner of the remainder of a 1.533 acre tract and being in the west line of said 20.000 acre tract bears North 20°40'12" West a distance of 59.98 feet (record: North 20°40'03" West a distance of 60.00 feet);

THENCE South 20°40'12" East (record: South 20°40'12" East), along the east line of the 7.517 acre tract and the west line of the 20.000 acre tract a distance of 400.69 feet (record – 400.69 feet) to a 1/2" rebar found with plastic cap, which reads "LCRA" for the southeast corner of the 7.517 acre tract, the southwest corner of the 20.000 acre tract, and also being in the north line of the 34.746 acre tract;

THENCE North 68°55'49" East (record: North 69°55'49" East), along the north line of the 34.746 acre tract and the south line of the 20.000 acre tract, a distance of 968.87 feet (record - 968.87 feet) to a 1/2" rebar found for the northeast corner of the 34.746 acre tract, the southeast corner of the 20.000 acre tract, and being in the westerly line of the 230.70 acre tract;

THENCE North 20°42'08" West (record - North 20°42'08" West), along the westerly line of the 230.70 acre tract and the east line of the 20.000 acre tract, a distance of 294.56 feet (record – 294.56 feet) to a calculated point for the northwest corner of the 230.70 acre tract and the southwest corner of said Lot 2, Hamilton Subdivision;

THENCE along the north line of the 230.70 acre tract and the south line of Lot 2, Hamilton Subdivision, the following six (6) courses:

1. North 70°41'00" East a distance of 397.85 (record - North 70°41'00" East a distance of 397.85) to a 1/2" rebar found;
2. North 66°15'13" East a distance of 161.71 (record - North 66°15'13" East a distance of 161.71) to a 1/2" rebar found;
3. North 54°02'41" East a distance of 58.65 (record - North 54°02'41" East a distance of 58.65) to a 1/2" rebar found;
4. North 65°58'55" East a distance of 94.57 (record - North 65°58'55" East a distance of 94.57) to a 1/2" rebar found;
5. North 89°16'53" East a distance of 39.31 (record - North 89°16'53" East a distance of 39.31) to a 1/2" rebar found;
6. North 72°09'38" East a distance of 259.54 (record - North 72°09'38" East a distance of 259.54) to the POINT OF BEGINNING.

This tract contains 89.918 acres of land, more or less, out of the William H. Monroe Survey, Abstract Number 453, and the Henry Garmes Survey, Abstract no. 269, both in Williamson County, Texas.

TRACT THREE DESCRIPTION (0.206 ACRES):

BEGINNING at a calculated point in the east line of said 230.70 acre tract and the westerly right-of-way line of County Road 266 (R.O.W. varies), from which a fence post found for corner in the east line of the 230.70 acre tract and the westerly right-of-way line of said County Road 266, bears North 66°38'03" West (record - North 66°38'03" West) a distance of 102.03 feet [Point of Beginning Coordinates: Northing=10,200,632.34; Easting= 3,076,882.23];

THENCE along the easterly line of the 230.70 acre tract and the westerly right-of-way line of County Road 266 the following eight (8) courses:

8. South 66°38'03" East (record - South 66°38'03" East) a distance of 215.48 feet to a fence post found for corner;
9. South 70°24'29" East a distance of 156.42 feet (record - South 70°24'29" East a distance of 156.42 feet) to a fence post found for corner;
10. South 65°26'10" East a distance of 64.92 feet (record - South 65°26'10" East a distance of 64.92 feet) to a fence post found for corner;

11. South 53°30'45" East a distance of 86.57 feet (record - South 53°30'45" East a distance of 86.57 feet) to a fence post found for corner;
12. South 57°47'47" East a distance of 84.10 feet (record - South 57°47'47" East a distance of 84.10 feet) to a fence post found for corner;
13. South 62°33'40" East a distance of 51.72 feet (record - South 62°33'40" East a distance of 51.72 feet) to a fence post found for corner;
14. South 57°33'51" East a distance of 25.25 feet (record - South 57°33'51" East a distance of 25.25 feet) to a fence post found for corner;
15. South 58°31'02" East (record - South 58°31'02" East) a distance of 13.68 feet to a calculated point, from which a fence post found for corner in the east line of the 230.70 acre tract and the westerly right-of-way line of County Road 266, bears South 58°31'02" East (record - South 58°31'02" East) a distance of 61.87 feet;

THENCE North 63°53'36" West, crossing through the 230.70 acre tract, a distance of 694.74 feet to the POINT OF BEGINNING.

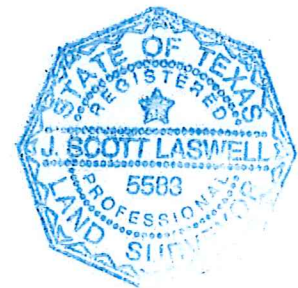
This tract contains 0.206 of one acre of land, more or less, out of the William H. Monroe Survey, Abstract Number 453 in Williamson County, Texas.

The total acreage of the three tracts is 314.134 acres.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83\96CORS.

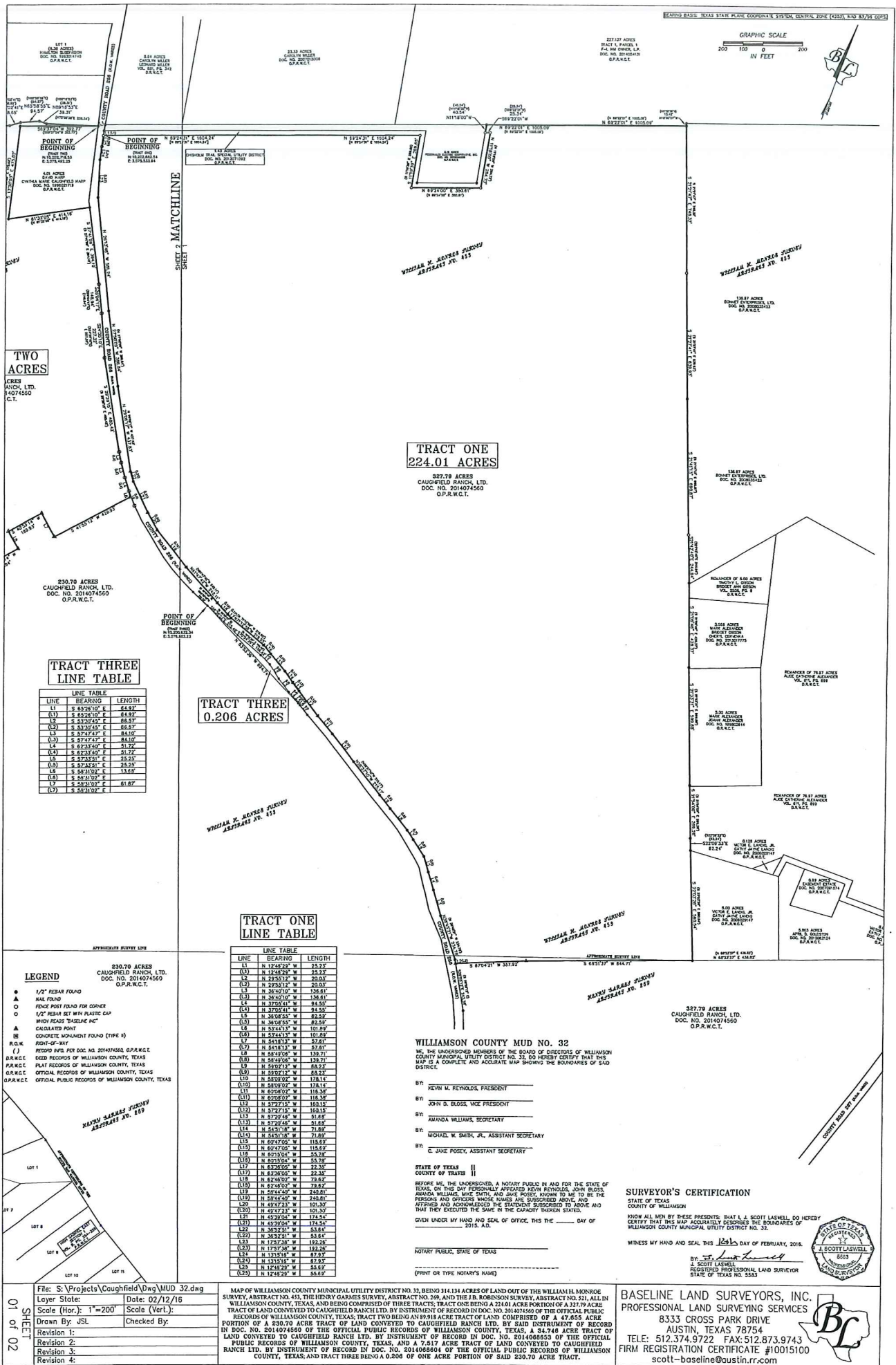
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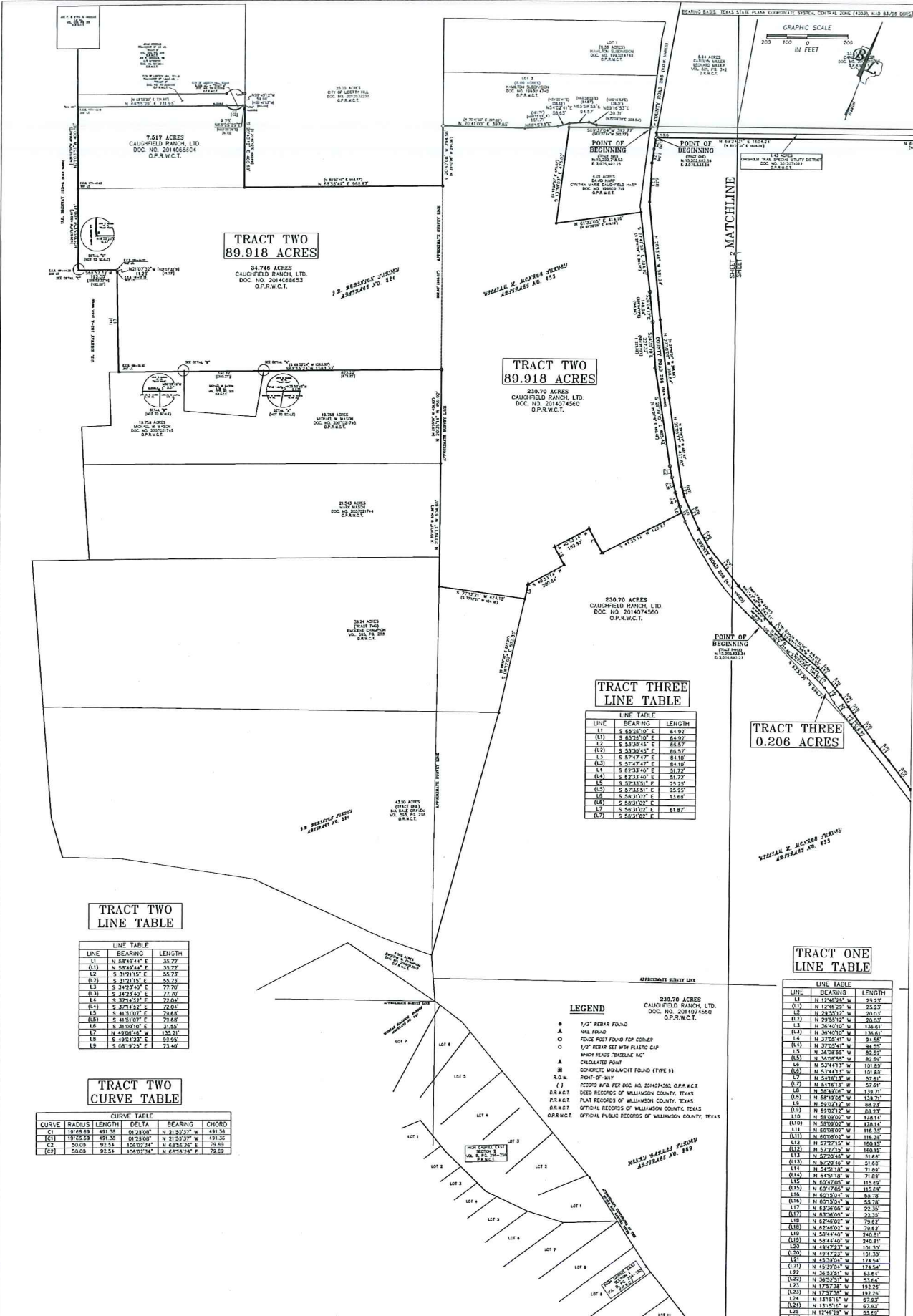
J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



File: S:\Projects\Caughfield Tract\Docs\Field Notes\MUD 32 Revised_fn.doc

EXHIBIT "A-2"
DEPICTION OF LICENSED PROPERTY





TRACT TWO
LINE TABLE

LINE	BEARING	LENGTH
(1)	N 88°44'44" E	35.72
(2)	N 88°44'44" E	35.72
(3)	S 31°21'30" E	55.73
(4)	S 31°21'30" E	55.73
(5)	S 34°23'40" E	77.20
(6)	S 34°23'40" E	77.20
(7)	S 37°14'23" E	22.04
(8)	S 37°14'23" E	22.04
(9)	S 41°31'07" E	79.68
(10)	S 41°31'07" E	79.68
(11)	S 30°00'00" E	31.45
(12)	N 49°08'48" W	135.31
(13)	N 49°08'48" W	93.85
(14)	S 08°12'25" E	73.40

TRACT TWO
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
(1)	1945.63	491.30	01°23'00"	N 21°32'37" W	491.30
(2)	50.00	82.54	156°07'24"	N 63°56'26" E	79.69
(3)	50.00	82.54	156°07'24"	N 63°56'26" E	79.69

TRACT THREE
LINE TABLE

LINE	BEARING	LENGTH
(1)	S 85°30'10" E	84.97
(2)	S 85°30'10" E	84.97
(3)	S 52°30'45" E	88.57
(4)	S 52°30'45" E	88.57
(5)	S 52°30'45" E	88.57
(6)	S 52°30'45" E	88.57
(7)	S 52°30'45" E	88.57
(8)	S 52°30'45" E	88.57
(9)	S 52°30'45" E	88.57
(10)	S 52°30'45" E	88.57
(11)	S 52°30'45" E	88.57
(12)	S 52°30'45" E	88.57
(13)	S 52°30'45" E	88.57
(14)	S 52°30'45" E	88.57
(15)	S 52°30'45" E	88.57
(16)	S 52°30'45" E	88.57
(17)	S 52°30'45" E	88.57

TRACT THREE
0.206 ACRES

TRACT ONE
LINE TABLE

LINE	BEARING	LENGTH
(1)	N 12°45'28" W	23.53
(2)	N 12°45'28" W	23.53
(3)	N 28°30'14" W	20.05
(4)	N 28°30'14" W	20.05
(5)	N 36°30'30" W	136.61
(6)	N 36°30'30" W	136.61
(7)	N 36°30'30" W	136.61
(8)	N 36°30'30" W	136.61
(9)	N 36°30'30" W	136.61
(10)	N 36°30'30" W	136.61
(11)	N 36°30'30" W	136.61
(12)	N 36°30'30" W	136.61
(13)	N 36°30'30" W	136.61
(14)	N 36°30'30" W	136.61
(15)	N 36°30'30" W	136.61
(16)	N 36°30'30" W	136.61
(17)	N 36°30'30" W	136.61
(18)	N 36°30'30" W	136.61
(19)	N 36°30'30" W	136.61
(20)	N 36°30'30" W	136.61
(21)	N 36°30'30" W	136.61
(22)	N 36°30'30" W	136.61
(23)	N 36°30'30" W	136.61
(24)	N 36°30'30" W	136.61
(25)	N 36°30'30" W	136.61
(26)	N 36°30'30" W	136.61
(27)	N 36°30'30" W	136.61
(28)	N 36°30'30" W	136.61
(29)	N 36°30'30" W	136.61
(30)	N 36°30'30" W	136.61
(31)	N 36°30'30" W	136.61
(32)	N 36°30'30" W	136.61
(33)	N 36°30'30" W	136.61
(34)	N 36°30'30" W	136.61
(35)	N 36°30'30" W	136.61
(36)	N 36°30'30" W	136.61
(37)	N 36°30'30" W	136.61
(38)	N 36°30'30" W	136.61
(39)	N 36°30'30" W	136.61
(40)	N 36°30'30" W	136.61
(41)	N 36°30'30" W	136.61
(42)	N 36°30'30" W	136.61
(43)	N 36°30'30" W	136.61
(44)	N 36°30'30" W	136.61
(45)	N 36°30'30" W	136.61
(46)	N 36°30'30" W	136.61
(47)	N 36°30'30" W	136.61
(48)	N 36°30'30" W	136.61
(49)	N 36°30'30" W	136.61
(50)	N 36°30'30" W	136.61
(51)	N 36°30'30" W	136.61
(52)	N 36°30'30" W	136.61
(53)	N 36°30'30" W	136.61
(54)	N 36°30'30" W	136.61
(55)	N 36°30'30" W	136.61
(56)	N 36°30'30" W	136.61
(57)	N 36°30'30" W	136.61
(58)	N 36°30'30" W	136.61
(59)	N 36°30'30" W	136.61
(60)	N 36°30'30" W	136.61
(61)	N 36°30'30" W	136.61
(62)	N 36°30'30" W	136.61
(63)	N 36°30'30" W	136.61
(64)	N 36°30'30" W	136.61
(65)	N 36°30'30" W	136.61
(66)	N 36°30'30" W	136.61
(67)	N 36°30'30" W	136.61
(68)	N 36°30'30" W	136.61
(69)	N 36°30'30" W	136.61
(70)	N 36°30'30" W	136.61
(71)	N 36°30'30" W	136.61
(72)	N 36°30'30" W	136.61
(73)	N 36°30'30" W	136.61
(74)	N 36°30'30" W	136.61
(75)	N 36°30'30" W	136.61
(76)	N 36°30'30" W	136.61
(77)	N 36°30'30" W	136.61
(78)	N 36°30'30" W	136.61
(79)	N 36°30'30" W	136.61
(80)	N 36°30'30" W	136.61
(81)	N 36°30'30" W	136.61
(82)	N 36°30'30" W	136.61
(83)	N 36°30'30" W	136.61
(84)	N 36°30'30" W	136.61
(85)	N 36°30'30" W	136.61
(86)	N 36°30'30" W	136.61
(87)	N 36°30'30" W	136.61
(88)	N 36°30'30" W	136.61
(89)	N 36°30'30" W	136.61
(90)	N 36°30'30" W	136.61
(91)	N 36°30'30" W	136.61
(92)	N 36°30'30" W	136.61
(93)	N 36°30'30" W	136.61
(94)	N 36°30'30" W	136.61
(95)	N 36°30'30" W	136.61
(96)	N 36°30'30" W	136.61
(97)	N 36°30'30" W	136.61
(98)	N 36°30'30" W	136.61
(99)	N 36°30'30" W	136.61
(100)	N 36°30'30" W	136.61

LEGEND

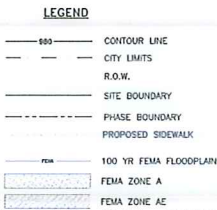
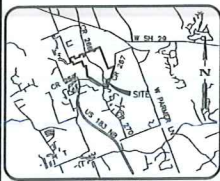
- 1/2" REBAR FOUND
- NAIL FOUND
- ROUND POST FOUND FOR CORNER
- 1/2" REBAR SET WITH PLASTIC CAP
- WHICH REBAR "BELLIE" NOT
- CONCRETE MONUMENT FOUND (TYPE 1)
- PORT-OF-WAY
- RECORD MAP FOR DOC NO. 2014074560 O.P.R.W.C.T.
- DEED RECORDS OF WILLAMSON COUNTY, TEXAS
- PLAT RECORDS OF WILLAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS

File: S:\Projects\Caughfield\DWG\VD 32.dwg
Layer State: Date: 02/12/18
Scale (Hor.): 1"=200' Scale (Vert.):
Drawn By: JSL Checked By:
Revision 1:
Revision 2:
Revision 3:
Revision 4:

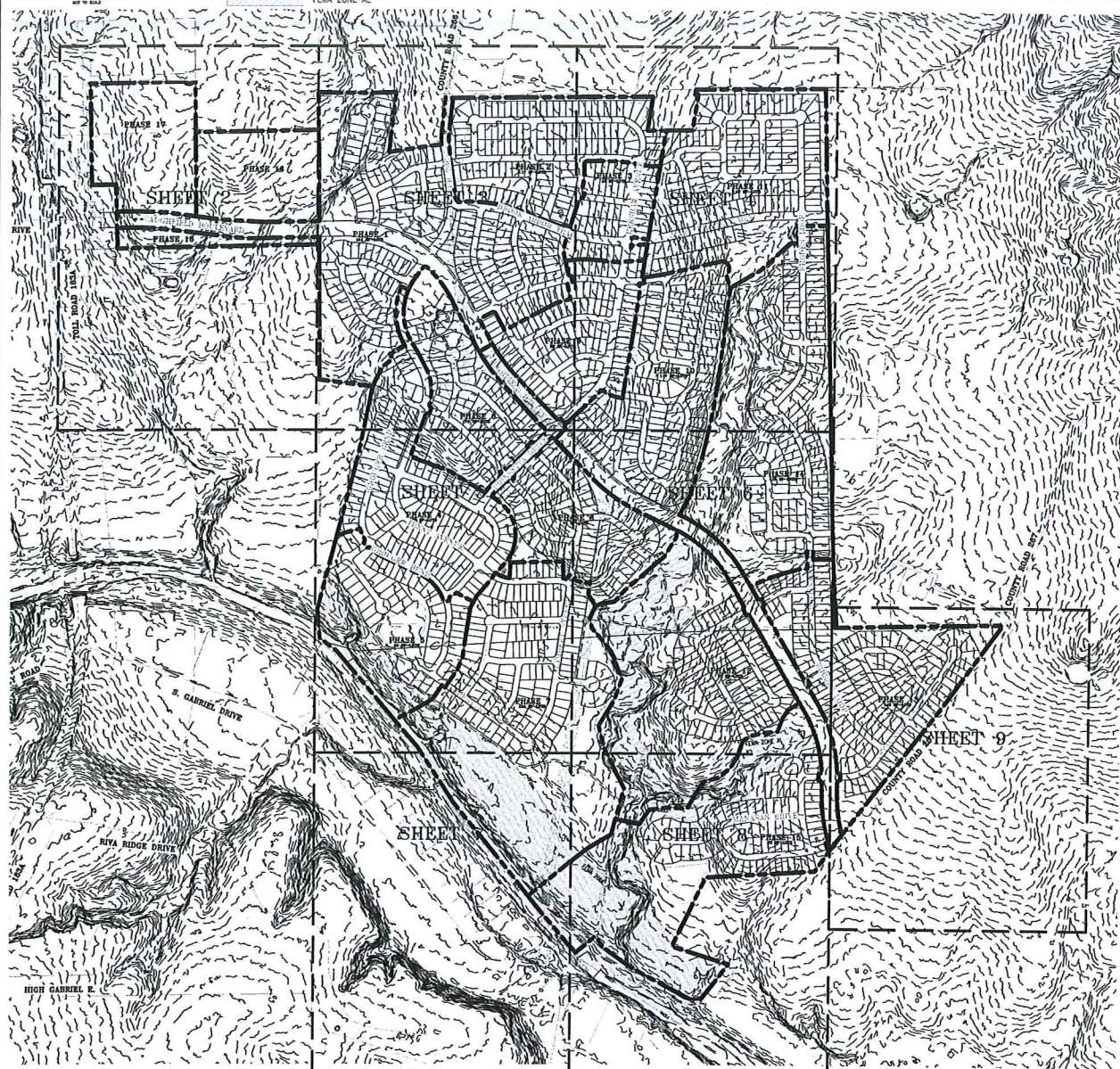
BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
TELE: 512.374.9722 FAX: 512.873.9743
FIRM REGISTRATION CERTIFICATE #10015100
scott-baseline@austin.tx.us



EXHIBIT "A-3"
DEPICTION OF LARKSPUR



CAUGHFIELD PRELIMINARY PLAN OVERALL



GENERAL NOTES:

- A PORTION OF THIS PRELIMINARY PLAN IS ENCOMPASSED BY SPECIAL FLOOD HAZARD AREAS PREPARED BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBERS 484100455E AND 484100275E, EFFECTIVE DATE SEPT 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- RECOMMENDED PER TRAFFIC IMPACT ANALYSIS (TIA) PROVIDED BY R-K TRAFFIC ENGINEERING, DATED MAY 1, 2014, CONSTRUCT 1/2 (2) LANES OF THE PROPOSED FOUR-LANE DIVIDED CAUGHFIELD BOULEVARD IN THE PROPOSED 130' ROW. CONSTRUCT THE WESTBOUND APPROACH OF CAUGHFIELD BOULEVARD AT US 183 WITH TWO THROUGH LANES AND ONE RIGHT TURN LANE.
- OPEN SPACE AND LANDSCAPE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- DIRECT ACCESS TO PROPOSED ARTERIAL ROAD FROM ANY SINGLE FAMILY WITHIN THIS SUBDIVISION IS PROHIBITED.
- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO PILING OR STORAGE, SHALL BE PERMITTED IN ANY DAMAGE EASEMENTS SHOWN HEREON.

LIBERTY HILL NOTES:

- BUILDING SETBACK SHALL BE IN ACCORDANCE WITH CHAPTER 4, ZONING, LOT DESIGN STANDARDS CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE, EXCEPT THAT THE FRONT YARD SETBACK SHALL BE 25 FEET.
- SEWERAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE AND WITH THE DESIGN AND CONSTRUCTION STANDARDS. ALL SEWERAGE SHALL BE MAINTAINED BY THE MAJOR OR THE ADJACENT PROPERTY OWNER.
- A TEN FOOT (10') PAVE, ABUTTING AND ALONG ALL STREETSIDE PROPERTY LINES AND A TWO AND A HALF FOOT (2.5') WIDE PAVE, ALONG ALL SIDE LOT LINES IS HEREBY DEDICATED FOR ALL PROPERTY LOTS SHOWN HEREON.
- PAVE, ROAD CONNECTION WITH 183A MUST BE APPROVED BY TxDOT PRIOR TO CONSTRUCTION.

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, _____ DO HEREBY CERTIFY THAT I PREPARED THIS PLAN FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE.

SIGNATURE AND SEAL OF LICENSED SURVEYOR

DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, _____ DO HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAN COMPLIES WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF LIBERTY HILL, TEXAS.

SIGNATURE AND SEAL OF LICENSED ENGINEER

DATE

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF LIBERTY HILL, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

CHAIRMAN

DATE

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

CORINNE FULLER, MAYOR

BARBARA ZWERNEMANN, CITY SECRETARY

8 May 2015

City of Liberty Hill
Williamson County, Texas

For Preliminary Plat of Caughfield

The preliminary plat of Caughfield displays all the covenants of record that affect the land, as shown in Commission for Title 611. No. 12400-1312, effective May 21, 2013, as issued by the Texas Title Guaranty Company for the most recent portions of the property.

Page No.

By Scott Lee at

2/15/15 (101)

FIRE DEPARTMENT APPROVAL

WILLIAMSON COUNTY ESD#4

CAUGHFIELD

OWNER: CAUGHFIELD RANCH, LTD.
9111 JOLLYVILLE ROAD SUITE 111
AUSTIN, TX 78759
ACREAGE: 608.17 ACRES
SURVEYOR: BASE LINE LAND SURVEYORS, INC.
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
PHONE: (512)374-9722 FAX: (512)873-9743

ENGINEER: BROWN & GAY ENGINEERS, INC.
7000 NORTH MOPEC
SUITE 330
AUSTIN, TEXAS 78731
PHONE: (512)878-0400
FAX: (512)242-1790

NUMBER OF LOTS: 1,613 LOTS

LINEAR FEET OF NEW (PUBLIC) STREETS:
75,263 LF

ACREAGE BY LOT TYPE:

SINGLE FAMILY: 374.41 AC.
COMMERCIAL/AF: 27.90 AC.
* OPEN SPACE: 169.83 AC.
** UNDEVELOPED OPEN SPACE: 16.18 AC.

PARKLAND DEDICATION:
PARKLAND REQUIRED: 804,608.17 AC. - 48.65 AC.
** PARKLAND PROVIDED: 100.44 AC.

- * PUBLIC STREETS INCLUDED
- ** CALCULATED OPEN SPACE INCLUDES UNDEVELOPED PARKLAND AREA
- UTILITY AND DRAINAGE EASEMENTS AND AREAS WITHIN THE 100 YR FLOODPLAIN
- ** CALCULATED PARKLAND INCLUDES UNDEVELOPED OPEN SPACE ONLY

NUMBER OF LOTS BY TYPE:

1,513 SINGLE FAMILY LOTS
52 UTILITY/DRAINAGE LOTS
52 PARKLAND/OPEN SPACE LOTS
3 COMMERCIAL/AF LOTS



Brown & Gay Engineers, Inc.
7000 North Mopec,
Suite 330
Austin, TX 78731
Tel: 512-878-0400
www.bgeinc.com
TPE Registration No. F-1048

PRELIMINARY PLAT

ISSUE DATE	SCALE	SHEET
11/10/2015	1"=400'	1 OF 9



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCIM, Inc dba Capitol City Ins and The Insurance Store 8030 N Mopac Austin TX 78759		CONTACT NAME: Melissa Williams PHONE (A/C, No, Ext): (512) 343-0280 FAX (A/C, No): (512) 343-0352 E-MAIL ADDRESS: melissaw@ccinsurance.com	
INSURED Larkspur Master Community, Inc. c/o Goodwin Management 11149 Research Blvd Ste. 100 Austin TX 78759		INSURER(S) AFFORDING COVERAGE INSURER A: Republic INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1610420613

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BINDER GL	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured on the General Liability policy as per written contract.

CERTIFICATE HOLDER

matt.gibson@goodwintx.com

Williamson County MUD 32
c/o Armbrust & Brown, PLLC
100 Congress Avenue Ste 1300
Austin, TX 78701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dwayne Baker/MELISS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2016

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INSURED Larkspur Master Community, Inc. c/o Goodwin Management 11149 Research Blvd Ste. 100 Austin TX 78759	INSURER(S) AFFORDING COVERAGE INSURER A: Republic INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1610420613

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BINDER GL	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

matt.gibson@goodwintx.com

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dwayne Baker/MELISS

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