

## RESOLUTION NO. R2021-15

### A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ACCEPTING THE RELEASE OF A 0.125 ACRE ACCESS EASEMENT AND AUTHORIZING THE EXECUTION OF A 0.097 ACRE ACCESS EASEMENT AGREEMENT TO PROVIDE DELAWARE SPRINGS UNIT 24 ACCESS AT A DIFFERENT LOCATION ON OAK VISTA DRIVE

**WHEREAS**, the City, granted an Easement to BJV Fox Holding LP, a limited partnership (hereinafter "Fox") for access Oak Vista Drive. across City property to property held by Fox, and said Easement Instrument was recorded in the Public Records of the Office of the County Clerk, Burnet County, Texas on February 12, 2014, as document number 20141081 (hereinafter the "Easement"); and

**WHEREAS**, Fox has conveyed the benefitted property to Delaware Springs Investment, LLC., a limited liability company formed in Texas (hereinafter DSI); and

**WHEREAS**, DSI is developing the land benefitted by the Easement as Delaware Springs Unit 24; and

**WHEREAS**, the City and DSI have agreed the relocation of the Easement is beneficial to both parties;

**WHEREAS**, by this Resolution Council wishes to memorialize its intent to authorize the release of the exiting easement and approve the execution of an easement agreement for the relocated easement.

**NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:**

**Section 1. Findings.** That the recitals to this Resolution are incorporated herein for all purposes.

**Section 2. Acceptance of Easement Release.** The Release of Easement, as memorialized in Exhibit "A" hereto is hereby accepted.

**Section 3. Easement Agreement Approved.** The Easement Agreement, as memorialized in Exhibit "A" hereto is hereby approved.

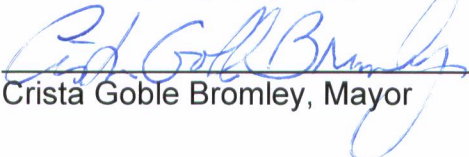
**Section 4. Authorization.** The Mayor is hereby authorized to execute instrumentalities in substantial form as Exhibits "A" and "B" and take such further action and take such further action as may be reasonably necessary to facilitate the purpose of this Resolution.

**Section 5. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, as modified by the governor's orders in response to the COVID-19 pandemic.

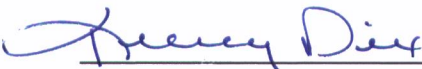
**Section 6. Effective Date.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

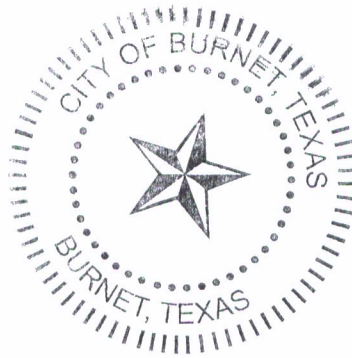
**PASSED AND APPROVED** this the 23<sup>rd</sup> day of March, 2021.

**CITY OF BURNET, TEXAS**

  
Crista Goble Bromley, Mayor

**ATTEST:**

  
Kelly Dix, City Secretary





NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §  
  §           **KNOW ALL BY THESE PRESENTS:**  
COUNTY OF BURNET           §

**RELEASE AND TERMINATION OF EASEMENT AGREEMENT FOR ACCESS**

**WHEREAS**, the City Burnet, Texas, (hereinafter the "City"), granted an Easement to BJV Fox Holding LP, a limited partnership (hereinafter "Fox") for access across City property to property held by Fox, and said Easement Instrument was recorded in the Public Records of the Office of the County Clerk, Burnet County, Texas on February 12, 2014, as document number 20141081 (hereinafter the "Easement"); and

**WHEREAS**, Fox has conveyed the benefitted property to Delaware Springs Investment, LLC., a limited liability company formed in Texas (hereinafter DSI); and

**WHEREAS**, the City and DSI have agreed the relocation of the Easement is beneficial to both parties; and have entered into a separate agreement establishing a new access easement; and

**WHEREAS**, a copy of the Easement Instrument, which includes a more particular description of the Easement is shown in **Exhibit "A"** attached hereto and incorporated herein for all purposes and has authorized such termination and release.

**NOW THEREFORE**, for ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Property, or any portion thereof, DSI, as the successor and assign to Fox has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** the Easement attached hereto as Exhibit "A".

By execution hereof, DSI confirms and acknowledges the Easement, as recorded in the Public Records of the Office of the County Clerk, Burnet County, on February 12, 2014, as document number 20141081, is hereby released, abandoned and cancelled and shall be of no further force or effect.

Signature page to follow.

**EXECUTED TO BE EFFECTIVE** the \_\_\_\_ day of \_\_\_\_\_, 2021.

**EASEMENT RELEASOR  
DELAWARE SPRINGS LLC.**

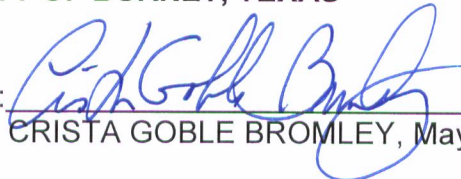
By: \_\_\_\_\_  
JORDAN SHIPLEY, Manager

THE STATE OF TEXAS §  
  §  
COUNTY OF BURNET §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by JORDAN SHIPLEY, acting herein as manager of Delaware Springs LLC, a Texas limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**EASEMENT RELEASEE  
CITY OF BURNET, TEXAS**

By:  \_\_\_\_\_  
CRISTA GOBLE BROMLEY, Mayor

THE STATE OF TEXAS §  
COUNTY OF BURNET §

This instrument was acknowledged before me, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, 2021, by CRISTA GOBLE BROMLEY, acting herein as Mayor of the City of Burnet, Texas.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS





## Easement Agreement for Access

**Notice of confidentiality rights:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**Date:** Feb. 11, 2014

**Grantor:** The City of Burnet, Texas

**Grantor's Mailing Address:** 1001 Buchanan Drive, Suite 4  
Burnet, Burnet County, Texas 78611

**Grantee:** BJV Fox Holding LP, a Texas Limited Partnership

**Grantee's Mailing Address:** 119 N. US Highway 281  
Burnet, Burnet County, Texas 78611

**Easement Property:** Being a 0.125 acre tract of land, out of the Eugenio Perez Survey No. 41, Abstract No. 672, situated in Burnet County, Texas, and being a portion of the remaining portion of a called 666.23 acre tract of land, described in a Deed to Billy Joe Fox and Lavonna Fox, as recorded in Volume 798, Page 880, of the Official Public Records of Burnet County, Texas, said 0.125 acre tract of land being more fully described by metes and bounds in Exhibit "A" attached hereto.

**Easement Purpose:** For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from Oak Vista Drive.

**Dominant Estate Property:** Being a 25.954 acre tract of land, out of the Eugenio Perez Survey No. 41, Abstract No. 672, the Susano Hernandez Survey No. 40, Abstract No. 398, and the Washington Anderson Survey No. 10, Abstract No. 29, all of which are situated in Burnet County, Texas, and being a portion of the remaining portion of a called 666.23 acre tract of land, described in a Deed to Billy Joe Fox and Lavonna Fox, as recorded in Volume 798, Page 880 of the Official Public Records of Burnet County, Texas, said 25.954 acres being more particularly described by metes and bounds in Exhibit "B" attached hereto.

**Consideration:** Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**Reservations from Conveyance:** None.

**Exceptions to Warranty:** This conveyance is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, and other matters of record, if any, affecting the Property.



**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. Intentionally Deleted.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the



Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* No Party shall be entitled to reimbursement of any attorney's fees under this Agreement for enforcement of this Agreement.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. *Entire Agreement.* This agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not in this agreement and any exhibits.



15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

*[Signatures on Following Pages]*



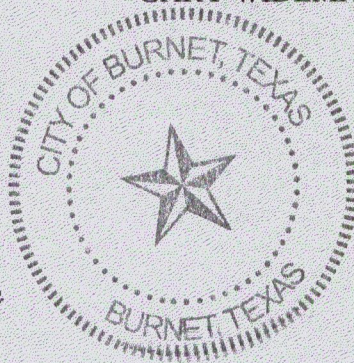
**GRANTOR:**

**CITY OF BURNET, TEXAS**

By: *Gary Wideman*  
GARY WIDEMAN, Mayor

**ATTEST:**

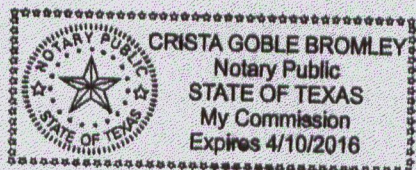
*Kelly Dix*  
KELLY DIX, City Secretary



THE STATE OF TEXAS §

COUNTY OF BURNET §

11<sup>th</sup> This instrument was acknowledged before me, the undersigned authority, on this the Feb day of Feb, 2014, by GARY WIDEMAN, in his capacity as Mayor of the City of Burnet, Texas.



*Crista Goble Bromley*  
NOTARY-PUBLIC, STATE OF TEXAS



**GRANTEE:**

BJV FOX HOLDINGS LP,  
a Texas Limited Partnership

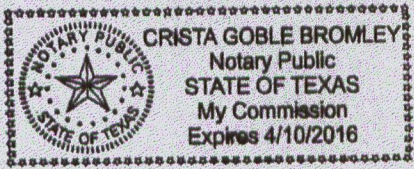
By: BJV FOX HOLDINGS MANAGEMENT  
LLC, a Texas Limited Liability Company,  
General Partner

By: Ann Lynn Riddell, Manager  
Ann Lynn Riddell, Manager,  
BJV Fox Holdings Management LLC,  
a Texas Limited Liability Company

THE STATE OF TEXAS  
COUNTY OF BURNET

§  
§  
§

This instrument was acknowledged before me on the 11<sup>th</sup> day of Feb., 2014,  
by Ann Lynn Riddell, acting herein as Manager of BJV Fox Holdings Management LLC,  
General Partner of BJV Fox Holdings LP, a Texas limited partnership.



Crista Goble Bromley  
NOTARY PUBLIC, STATE OF TEXAS



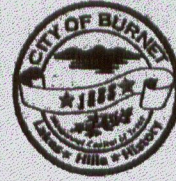
Unofficial  
Exhibit "A"  
Document



# CUPLIN & ASSOCIATES, Inc.

land surveyors & planners

City of Burnet  
1001 Buchanan Drive, Suite 4  
Burnet, TX 78611



## METES AND BOUNDS DESCRIPTION OF TRACT 9 (0.125 ACRES)

**FIELD NOTES TO DESCRIBE A 0.125 ACRE TRACT OF LAND (TRACT 9), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.125 ACRES (TRACT 9) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION AS FOLLOWS:**

**BEGINNING** at a 1/2-inch iron rod set with "EASEMENT" cap, along a southerly right-of-way line of Oak Vista Drive, a 50 ft. public right-of-way, according to the plat recorded in Cabinet 1, Slide 183-C of the Plat Records of Burnet County, Texas, a northerly line of said 666.23 acres and a northerly line of Tract 2, at the beginning of a non-tangent curve to the left, for the northeast corner hereof, from which a PK nail found, along a southerly right-of-way line of said Oak Vista Drive, a northerly line of said 666.23 acres and a northerly line of said Tract 3, bears North 77°36'31" East, a distance of 286.53 feet;

**THENCE** over and across said 666.23 acres and said Tract 2, for the east line hereof, the following courses and distances:

- 1) Along said curve to the left (C1), having an arc length of 42.98 feet, a radius of 25.00 feet, and a chord bearing South 26°51'33" West, a distance of 37.88 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, for an angle hereof;
- 2) South 22°23'29" East, a distance of 53.90 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, along a northerly line of Tract 24 and a southerly line of Tract 2, for the southeast corner hereof;

**THENCE** South 73°45'03" West, over and across said 666.23 acres, along a northerly line of said Tract 24 and a southerly line of said Tract 2, for the south line hereof, a distance of 60.35 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, for the southwest corner hereof;

**THENCE** over and across said 666.23 acres and said Tract 2, for the west line hereof, the following courses and distances:

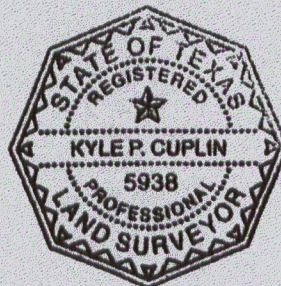
- 1) North 22°23'29" West, a distance of 66.84 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, at the beginning of a curve to the left;
- 2) Along said curve to the left (C2), having an arc length of 34.25 feet, a radius of 25.00 feet, and a chord bearing North 61°38'27" West, a distance of 31.63 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, along a southerly line of said Oak Vista Drive, a northerly line of said 666.23 acres and a northerly line of said Tract 2, for the northwest corner hereof;



**THENCE** North 77°36'31" East, along a southerly line of said Oak Vista Drive, a northerly line of said 666.23 acres and a northerly line of said Tract 2, for the north line hereof, a distance of 110.39 feet, to the **POINT OF BEGINNING**, containing 0.125 acres, more or less.

That I, Kyle P. Cuplin, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision, with all bearings being referenced to Texas Coordinate System, Central Zone.

*K.P. Cuplin* 01/19/09  
Registered Professional Land Surveyor No. 5938  
Proj. No. 08222









Unofficial Document

**Exhibit "B"**



**METES AND BOUNDS DESCRIPTION OF  
TRACT 24 (25.954 ACRES)**

**FIELD NOTES TO DESCRIBE A 25.954 ACRE TRACT OF LAND (TRACT 24), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, ALL OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS (O.P.R.B.C.T.), SAID 25.954 ACRES (TRACT 24) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/4-inch iron rod found, within the interior of said 666.23 acres, along an interior line of Tract 2, for an easterly corner hereof, from which a 1/2-inch iron rod found, for the northwest corner of a called 1.142 acre tract of land, described in a deed to Joseph A. Mattingly, as recorded in Volume 1400, Page 889 O.P.R.B.C.T., bears North 89°32'51" East (L21) a distance of 302.80 feet;

**THENCE** over and across said 666.23 acres, along said Tract 2, the following courses and distances:

- 1) South 01°37'07" East, a distance of 227.39 feet, to a 1/2-inch iron rod found, for an angle hereof;
- 2) South 17°58'39" East, a distance of 315.25 feet, to a 1/2-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 3) South 06°11'53" East (L7), a distance of 122.94 feet, to a 1/2-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 4) South 62°17'50" West (L8), a distance of 106.17 feet, to a 1/2-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 5) South 74°32'45" West, a distance of 546.25 feet, to a 1/2-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) South 48°04'59" West, a distance of 297.17 feet, to a 1/2-inch iron rod found, for an angle hereof;
- 7) South 45°21'32" West, a distance of 730.58 feet, to a 1/2-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 8) South 04°21'37" West (L9), a distance of 81.64 feet, to a 1/4-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 9) South 53°34'13" East (L10), a distance of 24.66 feet, to a 1/2-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 10) South 13°43'08" West (L11), a distance of 34.47 feet, to a point for an angle hereof;
- 11) South 30°43'06" West (L12), a distance of 54.29 feet, to a point for an angle hereof;
- 12) South 03°56'01" West (L13), a distance of 39.99 feet, to a point for an angle hereof;
- 13) South 23°48'52" West (L14), a distance of 31.60 feet, to a point for an angle hereof;



- 14) South 61°32'08" West (L15), a distance of 23.28 feet, to a point for an angle hereof;
- 15) North 88°40'25" West (L16), a distance of 31.79 feet, to a point for an angle hereof;
- 16) North 74°24'45" West (L17), a distance of 56.67 feet, to a point at the beginning of a curve to the left;
- 17) Along said curve to the left (C1), having an arc length of 24.23 feet, a radius of 25.00 feet, and a chord bearing South 78°05'07" West, a distance of 23.30 feet, to a point for an angle hereof;
- 18) South 49°49'52" West (L18), a distance of 88.52 feet, to a point for an angle hereof;
- 19) South 77°24'20" West (L19), a distance of 42.28 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 20) North 85°43'02" West (L20), a distance of 56.23 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, along an easterly line of Tract 5, known as Delaware Springs Boulevard, a variable width public right-of-way, being a 7.94-acre tract of land (Tract IV), described in a deed to the City of Burnet, as recorded in Volume 1032, Page 999 O.P.R.B.C.T., for an angle hereof;

**THENCE** over and across said 666.23 acres, along said Tract 5, the following courses and distances:

- 1) North 12°20'05" East (L1), a distance of 142.27 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a curve to the right;
- 2) Along said curve to the right (C2), having an arc length of 385.28 feet, a radius of 536.10 feet, and a chord bearing North 32°56'23" East, a distance of 377.04 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a reverse curve to the left;
- 3) Along said curve to the left (C3), having an arc length of 624.42 feet, a radius of 579.47 feet, and a chord bearing North 22°39'27" East, a distance of 594.64 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for a westerly corner of said Tract 2 and an angle hereof;

**THENCE** over and across said 666.23 acres, along said Tract 2, the following courses and distances:

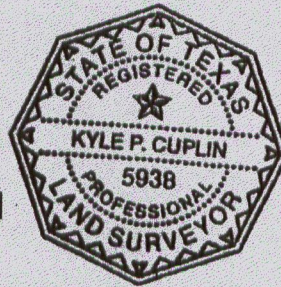
- 1) North 52°49'47" East, a distance of 370.72 feet, to a ½-inch iron rod found, for an angle hereof;
- 2) North 49°00'56" East, a distance of 265.86 feet, to a ½-inch iron rod found, for an angle hereof;
- 3) North 29°12'52" East, a distance of 581.19 feet, to a ½-inch iron rod found, for an angle hereof;
- 4) North 23°30'32" East, a distance of 327.22 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 5) North 06°55'21" East (L2), a distance of 142.35 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) North 27°37'02" East (L3), a distance of 89.37 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;



- 7) North 59°30'11" East (L4), a distance of 58.06 feet, to a ½-inch iron rod found, for an angle hereof;
- 8) North 73°45'03" East, a distance of 454.33 feet, to a ½-inch iron rod found, for an angle hereof;
- 9) South 53°53'25" East (L5), a distance of 53.64 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 10) South 22°06'27" West (L6), a distance of 162.47 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 11) South 37°44'44" West, a distance of 288.02 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 12) South 25°20'31" West, a distance of 347.20 feet, to the **POINT OF BEGINNING**, containing 25.954 acres, more or less.

That I, Kyle P. Cuplin, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision, with all bearings being referenced to Texas Coordinate System, Central Zone.

Kyle P. Cuplin 8/19/09  
Registered Professional Land Surveyor No. 5938  
Proj. No. 08222

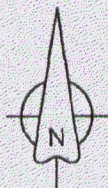




# BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 25.954 ACRE TRACT OF LAND (TRACT 24), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, ALL OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 25.954 ACRES (TRACT 24) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

OAK VISTA DRIVE  
50 FT. PUBLIC RIGHT-OF-WAY  
1/183-A P.R.B.C.T.



EUGENIO PEREZ  
SURVEY NO. 41  
ABSTRACT NO. 672

**TRACT 24**  
25.954 ACRES

BILLY JOE FOX &  
LA VONNA FOX  
666.23 ACRES (TRACT 1)  
798/880 O.P.R.B.C.T.

WASHINGTON ANDERSON  
SURVEY NO. 10  
ABSTRACT NO. 29

BLACK WOLF PARTNERS LTD  
296.86 ACRES  
1055/400 O.P.R.B.C.T.

SUSANO HERANDEZ  
SURVEY NO. 40  
ABSTRACT NO. 398

U.S. HIGHWAY NO. 281  
160 FT. PUBLIC RIGHT-OF-WAY

TEXAS COORDINATE  
SYSTEM  
CENTRAL ZONE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	536.10'	385.28'	377.04'	N32°56'23"E	41°16'38"
C2	579.47'	624.42'	594.64'	N22°39'27"E	61°44'24"
C3	25.00'	24.23'	23.30'	S78°05'07"W	55°32'26"

SHEET 4  
PROJ. NO. 08222  
DATE: 07/31/09  
SCALE  
1" = 300'  
0 150 300

**BOUNDARY SURVEY**  
**TRACT 24**  
**25.954 ACRES**

PREPARED FOR:  
**BILLY JOE FOX**

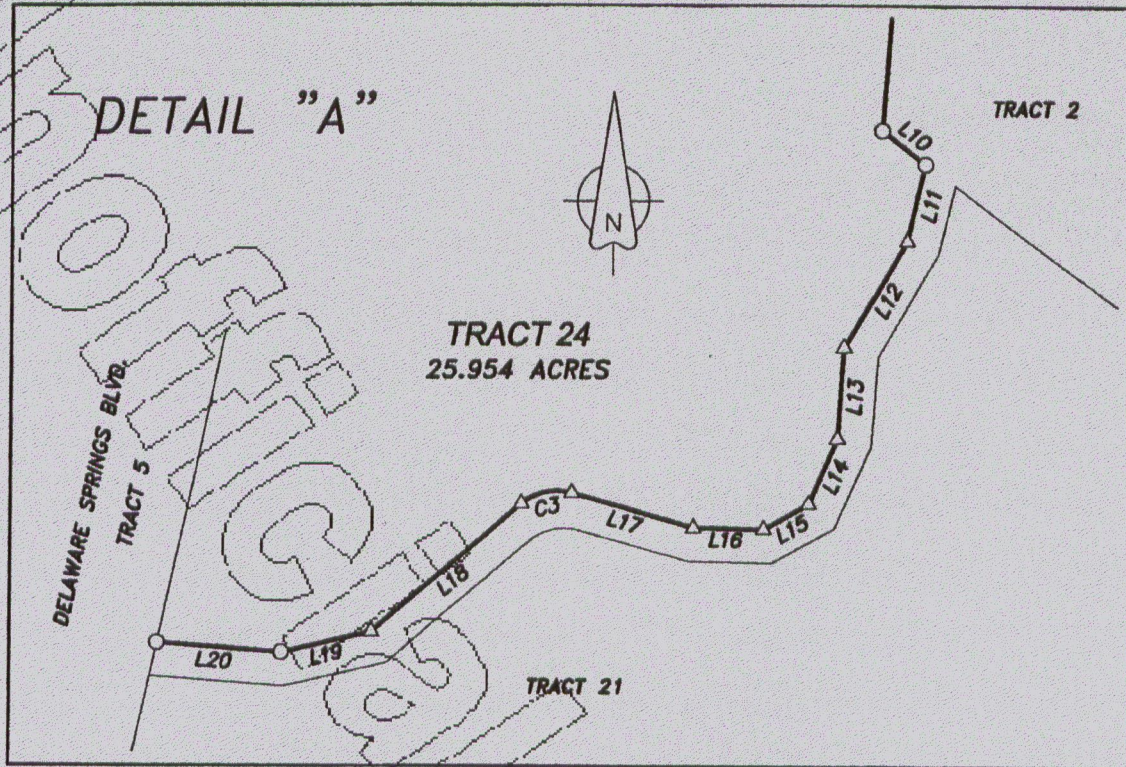
**CUPLIN & ASSOCIATES, INC.**  
3010 WEST RR 1431, SUITE B  
KINGSLAND, TEXAS 78639  
PHONE: 325-388-3300  
FAX: 325-388-3320

2			
1			
DATE	NO.	DESCRIPTION	REVISIONS

DRAWN BY: REG  
CHECKED BY: KPC  
APPROVED BY:  
FILE NO.:  
COPYRIGHT: 2009



# BOUNDARY SURVEY

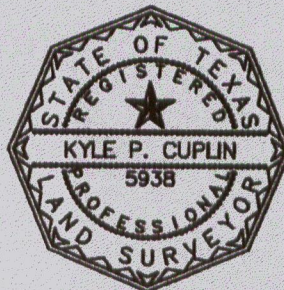


LINE	BEARING	DISTANCE
L1	N12°20'05"E	142.27'
L2	N06°55'21"E	142.35'
L3	N27°37'02"E	89.37'
L4	N59°30'11"E	58.06'
L5	S53°53'25"E	53.64'
L6	S22°06'27"W	162.47'
L7	S06°11'53"E	122.94'
L8	S62°17'50"W	106.17'
L9	S04°21'37"W	81.64'
L10	S53°34'13"E	24.86'
L11	S13°43'08"W	34.47'
L12	S30°43'06"W	54.29'
L13	S03°56'01"W	39.99'
L14	S23°48'52"W	31.60'
L15	S61°32'08"W	23.28'
L16	N88°40'25"W	31.79'
L17	N74°24'45"W	56.67'
L18	S49°49'52"W	88.52'
L19	S77°24'20"W	42.28'
L20	N85°43'02"W	56.23'
L21	N89°32'51"E	302.80'

LEGEND	
△	CALCULATED POINT
●	1/2-INCH IRON ROD FOUND
○	1/2-INCH IRON ROD SET WITH "CUPLIN 5938" PROPERTY CAP

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.

*K.P. Cuplin* DATED 8/19/09  
 KYLE P. CUPLIN, R.P.L.S. 5938



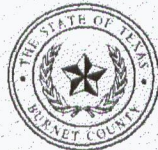
TEXAS COORDINATE SYSTEM  
 CENTRAL ZONE

SHEET	PROJ. NO. <b>08222</b>	<b>BOUNDARY SURVEY TRACT 24 25.954 ACRES</b>	PREPARED FOR:	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320			DRAWN BY: <b>REG</b>
5	DATE: <b>07/31/09</b>		BILLY JOE FOX				CHECKED BY: <b>KPC</b>
OF	SCALE 1" = 80'						APPROVED BY:
5	40 80					FILE NO.:	
						REVISIONS	COPYRIGHT: 2008



Unofficial Document

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Janet Parker*

201401081

February 12, 2014 11:03:41 AM

FEE: \$76.00

Janet Parker, County Clerk

Burnet County, Texas







**Reservations from Conveyance:** Grantor's right to construct, repair, replace and maintain water, sewer, drainage and electric utilities upon, over, above and under the Easement Property (hereinafter Grantor's "public utilities rights").

**Exceptions to Warranty:** This conveyance is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, and other matters of record, if any, affecting the Property.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (hereinafter sometimes reference as "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves its "public utility rights" as stated above. Further, Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Purpose of Easement.* To provide vehicular and pedestrian travel to and from the Dominate Estate.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Subject to



Grantor's reservation of its "public utility rights", Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). Subject to Grantor's reservation of its "public utilities rights," all matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* No Party shall be entitled to reimbursement of any attorney's fees under this Agreement for enforcement of this Agreement.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.



13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. *Entire Agreement.* This agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not in this agreement and any exhibits.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Exhibits.* Any exhibits referenced in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. Such exhibits include the following:

- Exhibit "A" metes and bounds of Easement Property;
- Exhibit "B" survey of Easement Property;
- Exhibit "C" metes and bounds of Dominate Estate; and
- Exhibit "D" survey of Dominate Estate.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

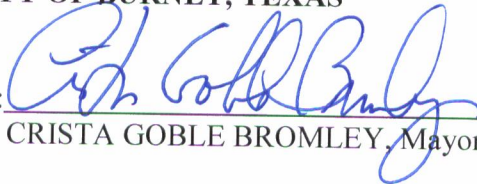
*[Signatures on Following Page]*



To be effective as of the date first set out above.

**GRANTOR:**

**CITY OF BURNET, TEXAS**

By:   
CRISTA GOBLE BROMLEY, Mayor

THE STATE OF TEXAS §

COUNTY OF BURNET §

This instrument was acknowledged before me, the undersigned authority, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by CRISTA GOBLE BROMLEY, acting herein as Mayor of the City of Burnet, Texas.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**GRANTEE:**

**DELAWARE SPRINGS LLC.**

By: \_\_\_\_\_  
JORDAN SHIPLEY, Manager

THE STATE OF TEXAS §

§  
COUNTY OF BURNET §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by JORDAN SHIPLEY, acting herein as manager of Delaware Springs LLC, a Texas limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



FIELD NOTE DESCRIPTION FOR A 0.0978 ACRE (4,258 SQUARE FOOT) TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 0.0978 ACRE (4,258 SQUARE FOOT) TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A 4,226 SQ.FT. PORTION OF THAT CERTAIN 30.73 ACRE TRACT OF LAND CONVEYED BY CORRECTION DEED TO THE CITY OF BURNET AS RECORDED IN VOL. 558, PG. 690 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS AND BEING A 32 SQ. FT. PORTION OUT OF THAT CERTAIN 0.125 ACRE TRACT OF LAND CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC, AS RECORDED IN DOCUMENT NO. 202002970 OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, in the north line of a 25.95 acre tract of land, known as Tract 24, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC, as recorded in Document No. 202002970 of the Official Public Records of Burnet County, Texas, common with a south line of a 30.73 acre tract of land conveyed by Correction Deed to the City of Burnet as recorded in Vol. 558, Pg. 690 of the Official Public Records of Burnet County, Texas, marking the southeast corner of a 0.125 acre tract of land, known as Tract 9, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC, as recorded in Document No. 202002970 of the Official Public Records of Burnet County, Texas;

THENCE North  $73^{\circ}45'03''$  East, along the north line of said Tract 24, common with the a south line of said City of Burnet tract, a distance of 14.40 feet, to a 1/2" iron rod set, for the POINT OF BEGINNING of the herein described tract of land;

BEGINNING at a 1/2" iron rod set in the north line of said Tract 24, common with the a south line of said City of Burnet tract, marking the southwest corner of this tract;

THENCE North  $12^{\circ}23'29''$  West, through and across said City of Burnet tract, along the west line of this tract, a distance of 54.51 feet to an iron rod set, at the point-of- curvature of a curve to the left, for an angle corner of this tract;

THENCE Along said curve to the left, an arc length of 41.25 feet, said curve having a radius of 25.00 feet, a chord which bears North  $54^{\circ}53'06''$  West, for a distance of 36.73 feet, through and across said tract 9, to iron rod set at the point-of-tangency of said curve, common with the south right-of-way line of Oak Vista Drive, a public road, common with the north line of tract 9, for the west corner of this tract;

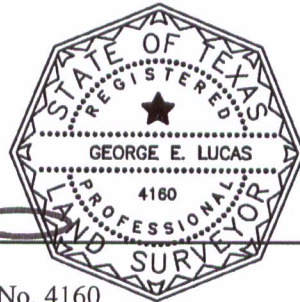
THENCE North  $77^{\circ}37'42''$  East, along a north line of this tract, common with said right-of-way line of Oak Vista Drive, a distance of 99.66 feet to a 1/2" iron rod set, at the point-of- curvature of a curve to the right, for the northeast corner of this tract;

THENCE leaving said right-of-way line of Oak Vista Drive, through and across said City of Burnet tract, along said curve to the right, an arc length of 41.25 feet, said curve having a radius of 25.00 feet, a chord which bears South  $30^{\circ}11'01''$  West, for a distance of 36.73 feet, to iron rod set at the point-of-tangency of said curve, for an angle corner of this tract;

THENCE South  $12^{\circ}23'29''$  East, a distance of 51.14 feet to a 1/2" iron rod set, in the north line of said Tract 24, common with the a south line of said City of Burnet tract, for the southeast corner of this tract;



THENCE South 73°45'03" West, along the north line of said Tract 24, common with the a south line of said City of Burnet tract, a distance of 50.11 feet to the POINT OF BEGINNING, containing 0.0978 acre (4,258 square feet) of land, more or less.



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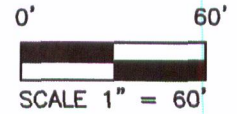
George E. Lucas  
Registered Professional Land Surveyor No. 4160  
Celco Surveying, Firm Registration No. 10193975  
2205 Stonecrest Path  
New Braunfels, Texas 78130  
Date: February 4, 2021



# SKETCH TO ACCOMPANY EXHIBIT "B" FIELD NOTES

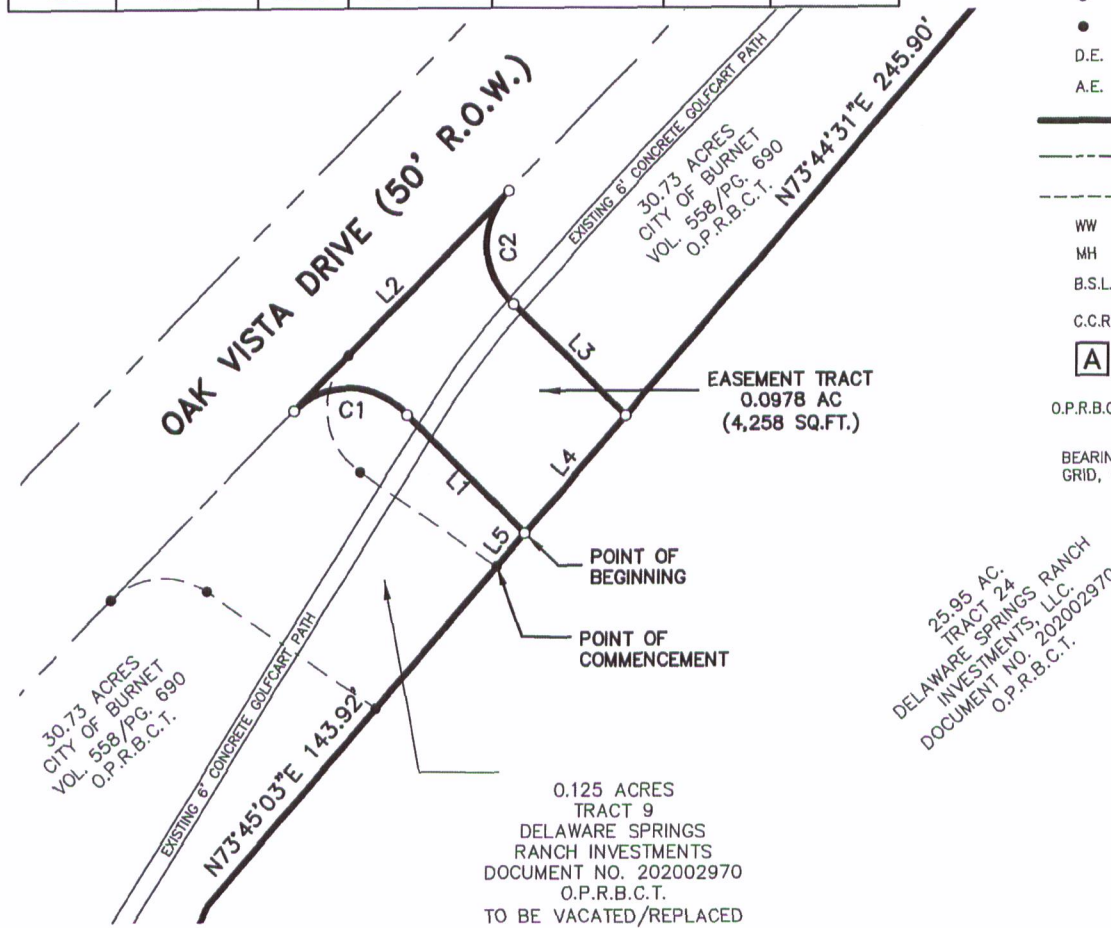
LINE TABLE		
LINE #	LENGTH	BEARING
L1	54.51'	N12°23'29"W
L2	99.66'	N77°37'42"E
L3	51.14'	S12°23'29"E
L4	50.11'	S73°45'03"W
L5	14.40'	N73°45'03"E

CURVE TABLE						
CURVE #	ARC LENGTH	RADIUS	BEARING	CHORD LENGTH	TANGENT	DELTA
C1	41.25'	25.00'	N54°53'06"W	36.73'	27.06'	094°32'10"
C2	41.25'	25.00'	S30°11'01"W	36.73'	27.06'	094°32'25"



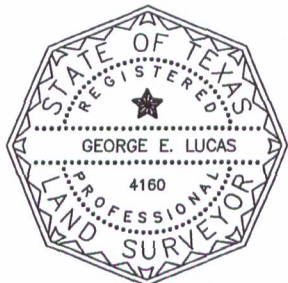
### LEGEND

- DENOTES BENCHMARK
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- D.E. DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- PROPERTY LINE
- - - R.O.W. LINE
- - - EXISTING EASEMENT
- WW WASTEWATER
- MH MANHOLE
- B.S.L. BUILDING SETBACK LINE
- C.C.R. COVENANTS, CONDITIONS AND RESTRICTIONS
- A BLOCK NAME
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- BEARING BASIS: TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83



**LEGAL DESCRIPTION:**

BEING A 0.0978 ACRE (4,258 SQUARE FEET) TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A 4,226 SQ.FT. PORTION OF THAT CERTAIN 30.73 ACRE TRACT OF LAND CONVEYED BY CORRECTION DEED TO THE CITY OF BURNET AS RECORDED IN VOL. 558, PG. 690 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS AND BEING A 32 SQ. FT. PORTION OUT OF THAT CERTAIN 0.125 ACRE TRACT OF LAND CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC, AS RECORDED IN DOCUMENT NO. 202002970 OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS.



*[Signature]*

DATE: 2-4-2021

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857



**METES AND BOUNDS DESCRIPTION OF  
 TRACT 24 (25.954 ACRES)**

FIELD NOTES TO DESCRIBE A 25.954 ACRE TRACT OF LAND (TRACT 24), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, ALL OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS (O.P.R.B.C.T.), SAID 25.954 ACRES (TRACT 24) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod found, within the interior of said 666.23 acres, along an interior line of Tract 2, for an easterly corner hereof, from which a ½-inch iron rod found, for the northwest corner of a called 1.142 acre tract of land, described in a deed to Joseph A. Mattingly, as recorded in Volume 1400, Page 889 O.P.R.B.C.T., bears North 89°32'51" East (L21) a distance of 302.80 feet;

**THENCE** over and across said 666.23 acres, along said Tract 2, the following courses and distances:

- 1) South 01°37'07" East, a distance of 227.39 feet, to a ½-inch iron rod found, for an angle hereof;
- 2) South 17°58'39" East, a distance of 315.25 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 3) South 06°11'53" East (L7), a distance of 122.94 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 4) South 62°17'50" West (L8), a distance of 106.17 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 5) South 74°32'45" West, a distance of 546.25 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) South 48°04'59" West, a distance of 297.17 feet, to a ½-inch iron rod found, for an angle hereof;
- 7) South 45°21'32" West, a distance of 730.58 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 8) South 04°21'37" West (L9), a distance of 81.64 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 9) South 53°34'13" East (L10), a distance of 24.66 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 10) South 13°43'08" West (L11), a distance of 34.47 feet, to a point for an angle hereof;
- 11) South 30°43'06" West (L12), a distance of 54.29 feet, to a point for an angle hereof;
- 12) South 03°56'01" West (L13), a distance of 39.99 feet, to a point for an angle hereof;
- 13) South 23°48'52" West (L14), a distance of 31.60 feet, to a point for an angle hereof;



- 14) South 61°32'08" West (L15), a distance of 23.28 feet, to a point for an angle hereof;
- 15) North 88°40'25" West (L16), a distance of 31.79 feet, to a point for an angle hereof;
- 16) North 74°24'45" West (L17), a distance of 56.67 feet, to a point at the beginning of a curve to the left;
- 17) Along said curve to the left (C1), having an arc length of 24.23 feet, a radius of 25.00 feet, and a chord bearing South 78°05'07" West, a distance of 23.30 feet, to a point for an angle hereof;
- 18) South 49°49'52" West (L18), a distance of 88.52 feet, to a point for an angle hereof;
- 19) South 77°24'20" West (L19), a distance of 42.28 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 20) North 85°43'02" West (L20), a distance of 56.23 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, along an easterly line of Tract 5, known as Delaware Springs Boulevard, a variable width public right-of-way, being a 7.94 acre tract of land (Tract IV), described in a deed to the City of Burnet, as recorded in Volume 1032, Page 999 O.P.R.B.C.T., for an angle hereof;

**THENCE** over and across said 666.23 acres, along said Tract 5, the following courses and distances:

- 1) North 12°20'05" East (L1), a distance of 142.27 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a curve to the right;
- 2) Along said curve to the right (C2), having an arc length of 385.28 feet, a radius of 536.10 feet, and a chord bearing North 32°56'23" East, a distance of 377.04 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a reverse curve to the left;
- 3) Along said curve to the left (C3), having an arc length of 624.42 feet, a radius of 579.47 feet, and a chord bearing North 22°39'27" East, a distance of 594.64 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for a westerly corner of said Tract 2 and an angle hereof;

**THENCE** over and across said 666.23 acres, along said Tract 2, the following courses and distances:

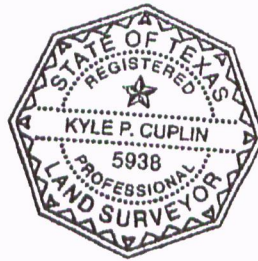
- 1) North 52°49'47" East, a distance of 370.72 feet, to a ½-inch iron rod found, for an angle hereof;
- 2) North 49°00'56" East, a distance of 265.86 feet, to a ½-inch iron rod found, for an angle hereof;
- 3) North 29°12'52" East, a distance of 581.19 feet, to a ½-inch iron rod found, for an angle hereof;
- 4) North 23°30'32" East, a distance of 327.22 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 5) North 06°55'21" East (L2), a distance of 142.35 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) North 27°37'02" East (L3), a distance of 89.37 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;



- 7) North 59°30'11" East (L4), a distance of 58.06 feet, to a ½-inch iron rod found, for an angle hereof;
- 8) North 73°45'03" East, a distance of 454.33 feet, to a ½-inch iron rod found, for an angle hereof;
- 9) South 53°53'25" East (L5), a distance of 53.64 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 10) South 22°06'27" West (L6), a distance of 162.47 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 11) South 37°44'44" West, a distance of 288.02 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 12) South 25°20'31" West, a distance of 347.20 feet, to the **POINT OF BEGINNING**, containing 25.954 acres, more or less.

That I, Kyle P. Cuplin, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision, with all bearings being referenced to Texas Coordinate System, Central Zone.

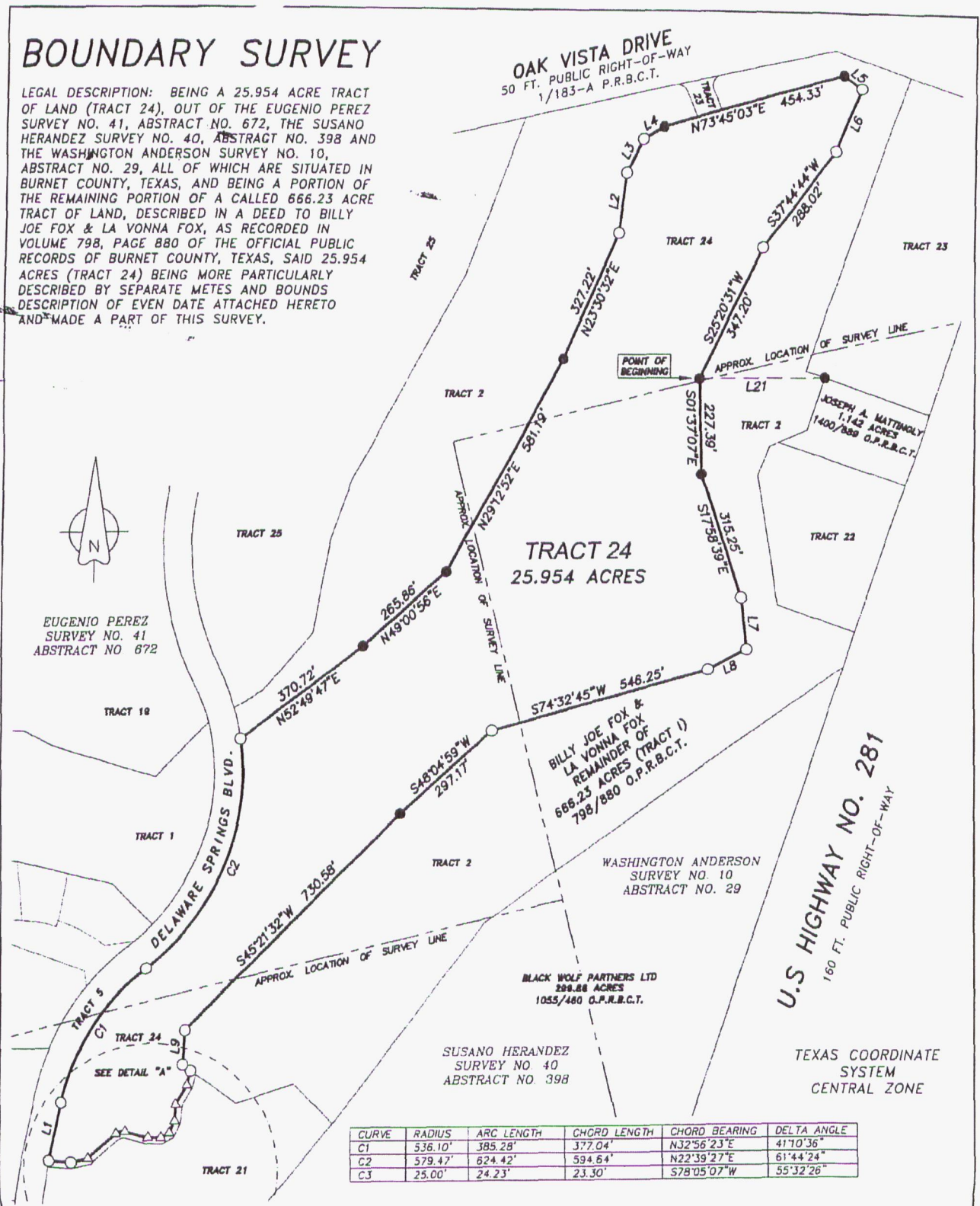
K.P. Cuplin 8/19/09  
Registered Professional Land Surveyor No. 5938  
Proj. No. 08222





# BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 25.954 ACRE TRACT OF LAND (TRACT 24), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, ALL OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 25.954 ACRES (TRACT 24) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	536.10'	385.28'	377.04'	N32°56'23"E	41°10'36"
C2	579.47'	624.42'	594.64'	N22°39'27"E	61°44'24"
C3	25.00'	24.23'	23.30'	S78°05'07"W	55°32'26"

SHEET 4 OF 5  
 PROJ. NO. 08222  
 DATE: 07/31/09  
 SCALE 1" = 300'

**BOUNDARY SURVEY**  
**TRACT 24**  
**25.954 ACRES**

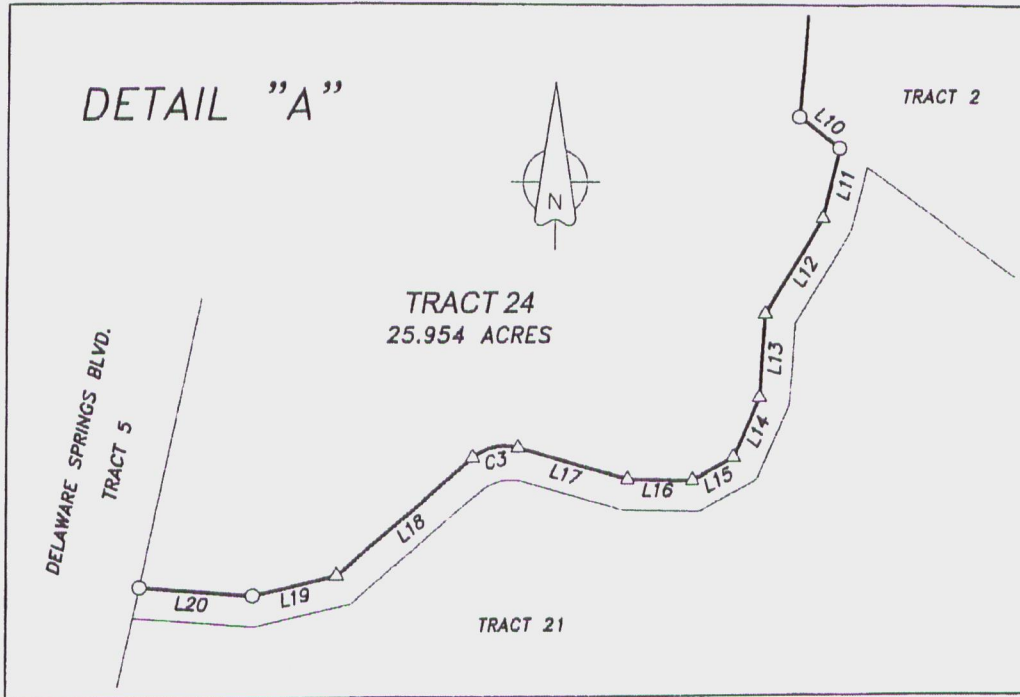
PREPARED FOR:  
**BILLY JOE FOX**

**CUPLIN & ASSOCIATES, INC.**  
 3010 WEST RR 1431, SUITE B  
 KINGSLAND, TEXAS 78639  
 PHONE: 325-388-3300  
 FAX: 325-388-3320

DATE	NO.	DESCRIPTION	DRAWN BY: REG
	2		CHECKED BY: KPC
	1		APPROVED BY:
			FILE NO.
REVISIONS			COPYRIGHT: 2009



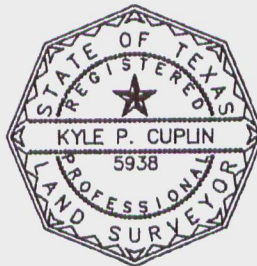
# BOUNDARY SURVEY



LINE	BEARING	DISTANCE
L1	N12°20'05"E	142.27'
L2	N06°55'21"E	142.35'
L3	N27°37'02"E	89.37'
L4	N59°30'11"E	58.06'
L5	S53°53'25"E	53.64'
L6	S22°06'27"W	162.47'
L7	S06°11'53"E	122.94'
L8	S62°17'50"W	106.17'
L9	S04°21'37"W	81.64'
L10	S53°34'13"E	24.56'
L11	S13°43'08"W	34.47'
L12	S30°43'06"W	54.29'
L13	S03°56'01"W	39.99'
L14	S23°48'52"W	31.60'
L15	S61°32'08"W	23.28'
L16	N88°40'25"W	31.79'
L17	N74°24'45"W	56.67'
L18	S49°49'52"W	88.52'
L19	S77°24'20"W	42.28'
L20	N85°43'02"W	56.23'
L21	N89°32'51"E	302.80'

LEGEND	
△	CALCULATED POINT
●	1/2-INCH IRON ROD FOUND
○	1/2-INCH IRON ROD SET WITH "CUPLIN 5938" PROPERTY CAP

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.



TEXAS COORDINATE SYSTEM  
CENTRAL ZONE

*K.P. Cuplin* DATED 8/19/09  
KYLE P. CUPLIN, R.P.L.S. 5938

SHEET <b>5</b>	PROJ. NO. <b>08222</b>	BOUNDARY SURVEY TRACT 24 25.954 ACRES	PREPARED FOR:	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	2	DRAWN BY: <b>REG</b>
	DATE: <b>07/31/09</b>		BILLY JOE FOX			1
of <b>5</b>	SCALE 1" = 80'					APPROVED BY:
						FILE NO.:
						REVISIONS