

RESOLUTION NO. R2022-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AGREEMENT WITH THE DEVELOPER OF DELAWARE SPRINGS SECTION 24 REGARDING THE RECORDATION OF THE FINAL SUBDIVISION PLAT, THE DEDICATION OF AN OFFSITE DRAINAGE EASEMENT, THE CONSTRUCTION OF OFFSITE DRAINAGE IMPROVEMENTS, AND THE PRELIMINARY ACCEPTANCE OF ON SITE INFRASTRUCTURE

WHEREAS, the final subdivision plat of Delaware Springs Subdivision, Section 24 (the "*Subdivision*") was approved by City Council on October 26, 2021, with the condition that the plat not be recorded until all improvements have been accepted by the City, or until the City has been provided with surety; and

WHEREAS, the Developer's contractor has substantially completed the construction of the onsite infrastructure required for the Subdivision; and

WHEREAS, a component of the onsite infrastructure, is Tom Kite Blvd., which connects to Delaware Springs Blvd near the airport and near Rachel Loop; and

WHEREAS, in his inspection of the onsite infrastructure the City Engineer determined that due to design or construction defects, or a combination of both, storm water drainage from the subdivision threaten the integrity of Tom Kite Blvd. and that section of Delaware Springs Blvd., intersecting Tom Kite near the airport, as well as surrounding property; and

WHEREAS, in order to facilitate the Developer's request to have the Subdivision Plat recorded in the Public Records of Burnet County, City Council deems it appropriate to enter into the agreement referenced below.

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

Section one. Findings. The foregoing recitals are hereby found to be true and correct and are hereby resolved by the City Council of the City of Burnet, Texas and made a part hereof for all purposes and findings of fact.

Section two. Approval. The instrument attached hereto entitled "*Plat Infrastructure Construction Performance and Maintenance Agreement*" is hereby approved.

Section three. Delegation of Authority. Subject to the limitations stated in section four herein, the City Manager is hereby authorized and directed to execute, on behalf of the City, an agreement in substitution form as the instrument referenced in section two herein. Further, the City Manager is authorized to perform the duties that follow:

- (a) *Drainage Easement.* After confirmation from the City Engineer that the drainage easement reference in Article IV(1)(a) of the Agreement satisfactory addresses the Subdivision's storm water management issues, the City Manager is authorized and directed to accept the drainage easement on behalf of the City, provided said easement is in substantial form as Exhibit "B" of the Agreement; and
- (b) *Cash Bond.* The Department of Finance is authorized to accept a cash bond guaranteeing the completion of the Required Drainage Improvements described in Article IV(1)(b) of the Agreement; and
- (c) *Onsite Infrastructure Acceptance and Warranty.* After confirmation by the City Engineer that the onsite infrastructure described in Article V., of the Agreement was designed and constructed in accordance with the Subdivision Ordinance requirements, and is without defect, the City Manager is authorized and directed to facilitate the preliminary acceptance of the onsite infrastructure.


Section four. Termination of Agreement. As provided in Article VII., therein, in the event Developer fails to deliver the Cash Bond and Drainage Easement required by Article IV., on or before October 25, 2022, this Agreement shall terminate and be of no further force or effect.

Section five. 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.

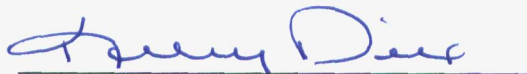
Section six. Effective Date. This resolution shall take immediate effect.

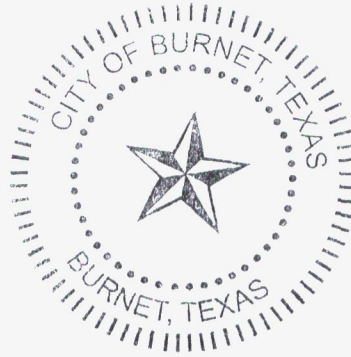
PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 23rd day of August, 2022.

CITY OF BURNET


Crista Goble Bromley, Mayor

ATTEST:


Kelly Dix, City Secretary



Plat Infrastructure Construction Performance and Maintenance Agreement

State of Texas

§

Know all persons by these presents.

County of Burnet

§

§

This Plat Infrastructure Construction and Maintenance Performance Agreement (hereinafter referred to as "*Agreement*") is made by and between the City of Burnet, a Texas home rule municipality (hereinafter referred to as "*City*") and Delaware Springs Ranch Investment, LLC, a limited liability company formed under the laws of Texas, (hereinafter referred to as "*Developer*"). This Agreement shall be effective as of the date set out below (the "*Effective Date*").

I. Purpose.

The purpose of this Agreement is to provide a memorialization of the terms and conditions which will allow the recordation of the Subdivision Plat of Delaware Springs Section 24 may be recorded in the Public Records of Burnet County, prior to the Developer's completion of construction of certain Required Drainage Improvements, but after Developer's acquisition of an easement required in association with the Required Drainage Improvements; and the terms and conditions by which the City will preliminary accept Subdivision Infrastructure Improvements, for public use and maintenance. The Parties acknowledge and agree the mutual promises and covenants contain herein are legally sufficient consideration to cause, and does cause, this Agreement to be a legally binding contract.

II. The Parties.



The Parties to this Agreement, and addresses for notice purposes, are as follows:

"CITY"

City of Burnet, Texas
Attn City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

"Developer"

Delaware Springs Ranch Investments, LLC
Attn Jordan Shipley
24 Smith Road
Midland, Texas 79705

Initials: City  Developer 

III. Background.

Delaware Springs Section 24 (hereinafter referred to as the "*Subdivision*") is a proposed 25.95-acre single family subdivision consisting of 29 lots in Block A and 22 lots in Block B and located within the corporate limits of the City. Developer's application for final plat approval was approved by City Council on October 26, 2021. As of the date of this Agreement Developer has completed construction of all infrastructure supporting the Subdivision save and except the Required Drainage Improvements described in Article IV.

IV. Required Drainage Infrastructure Construction Performance.

This Article shall be applicable to the Required Drainage Improvements shown on the Required Drainage Improvements Engineer's Costs Estimate attached hereto as **Exhibit "A"**. Developer acknowledges and agrees the construction of the Required Drainage Improvements is necessary to address the drainage of increased stormwater caused by the imperious cover improvements constructed, or planned to be constructed, within the Subdivision. The design of the Required Drainage Improvements was completed by Hugo Elizondo, Jr., P.E., C.F.M., and approved by the City Engineer. A copy of the design plans is on file with the office of the City Engineer. In addition, to the construction of Required Drainage Improvements, the acquisition of a Drainage Easement, over a portion of a 1.529-acre tract assigned Burnet County Appraisal District Property Identification Number 54968 (the "*Easement Property*") and located across Delaware Springs Blvd., from the Subdivision, is necessary in order for the aforementioned storm water to drain safely from the Subdivision to a channel located on the City of Burnet Municipal Airport property. Therefore, at the request of Developer, and pursuant to **City Code Section 98-61 (d)**, City Council by Resolution No. R-2022-66 (hereinafter referred to as the "*Resolution*") has waived the requirement that Developer complete construction of the required drainage improvements prior to the signing and recordation of the final plat subject to the following:

- (1) **PRE-FINAL PLAT RECORDATION REQUIREMENTS.** Prior to recordation of the final plat Developer shall acquire, for dedication to the City, the Drainage Easement and post a Cash Bond as follows:
 - (a) **Drainage Easement.** Developer shall acquire the Drainage Easement across such area of the Easement Property as reasonably required by the City Engineer. The Drainage Easement shall be dedicated to the City, free and clear of any encumbrances by written instrument that substantially conforms to **Exhibit "B"**.
 - (b) **Cash bond.** Developer shall deposit \$49,374.60 in cash with the City of Burnet Finance Department, to guaranty the completion of the Required Drainage Improvements.

- (2) **POST FINAL PLAT RECORDATION REQUIREMENTS.**

Initials: City  Developer 

- (a) **Required Drainage Improvements.** The Developer shall complete construction of the Required Drainage Improvements within one year from the Effective Date. Should Developer timely complete such construction in compliance with the design plans as determined by the City Engineer, the Cash Bond proceeds shall be refunded to Developer, within 30 days of such determination by the City Engineer. However, failure of Developer to complete construction of the Required Drainage Improvements within one year from the Effective Date shall be cause for the City to assume the completion of the Required Drainage Improvements and draw from the Cash Bond to complete its construction. In such event, upon final completion of the Required Drainage Improvement by the City, any remaining proceeds from the Cash Bond shall be refunded to Developer within 30 days of the date of the City Engineer's certification of such completion.
- (3) **Warranty of Required Drainage Improvements.** This section shall be applicable in the event Developer completes construction of Required Drainage Improvements. Upon completion of the construction of the Required Drainage Improvements Developer shall request City inspection and acceptance of the required drainage improvements as prescribed in **City Code Section 98-61 (g)** and at the time of preliminary acceptance shall provide fiscal security to guaranty such warranty, as required by **City Code Section 98-61 (i)**. Developer understands and agrees that City Council shall not be obligated to accept preliminary dedication of the Required Drainage Improvements until the City Engineer determines that said improvements have been completed in compliance with the design plans; and City Council shall not be obligated to accept final dedication of the Required Drainage Improvements at the end of the warranty period until any defects or failures in the work or materials, identified by the City Engineer are cured.

V. Infrastructure Acceptance and Warranty.

This Article shall be applicable to all Subdivision Infrastructure Improvements to be dedicated for public use and maintenance, except the Required Drainage Improvement. Said Subdivision Infrastructure Improvements are described in the Subdivision Infrastructure Improvements Engineer's Costs Estimate attached hereto as **Exhibit "C"**. Upon the City's receipt of the Cash Bond and Drainage Easement required by Article IV., infrastructure described in **Exhibit "C"** is preliminarily accepted. Said improvements shall be finally accepted upon the City Engineer's inspection of, and determination that, said infrastructure is without defect or damage at the end of the expiration of the Warranty Period described herein. Should the City Engineer determine said infrastructure is defective or damaged, the Developer shall be required to repair such defect or damage. Developer hereby acknowledges and agrees that it shall warranty the said Subdivision

Initials: City  Developer 

Infrastructure Improvements against defect or failure for a period of two-years commencing on the effective date of the Resolution. Further, Developer shall provide a guarantee and maintenance bond, or Letter of Credit, in such form as acceptable by the City Manager, in an amount equal to ten percent of the costs of the improvements as stated in **Exhibit "B"**. Except for the extension of the warranty period from one year to two years, administrative of this Article shall comply with **City Code Section 98-61 (i)**.

VI. Subdivision Plat Recordation.

Within five days from the City's receipt of the Cash Bond and Drainage Easement required by Article IV., the guarantee and maintenance bond, or Letter of Credit, required by Article V., and the fees for recordation, and any other fee attributable to the plat application, the City Manager shall have the Subdivision Plat recorded in the Public Records of Burnet County, Texas.

VII. Term.

In the event Developer fails to deliver the Cash Bond and Drainage Easement required by Article IV., on or before **October 25, 2022**, this Agreement shall terminate and be of no further force or effect. For the sake of clarity Developer's failure to deliver the Cash Bond and Drainage Easement required by Article IV., on or before **October 25, 2022**, shall cause the waivers to the Subdivision Code granted by City Council under this Agreement and the authority delegated to the City Manager to record the plat and the preliminary acceptance of the infrastructure describe in Exhibit "B" to be withdrawn. Upon satisfactory delivery of the Cash Bond and Drainage Easement required by Article IV., this Agreement shall remain effective until such time as the Required Drainage Improvements are accepted for final dedication.

VIII. Miscellaneous

- (1) **Additional Instruments and Mutual Assistance.** City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions
- (2) **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- (3) **Binding Obligation.** This Agreement and all covenants, agreements, provisions and conditions hereto, shall be binding upon and inure to the benefit of the respective Parties hereto, their legal representatives, successors or assigns upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on

Initials: City  Developer 

behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

- (5) **Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of the Agreement.
- (6) **Enforcement.** If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable and necessary attorney's fees and court and other costs.
- (7) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Burnet, Texas.
- (8) **Exhibits and Attachments.** All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits to this Agreement are as follows:

Exhibit "A": Required Drainage Improvements Engineer's Costs Estimate
Exhibit "B" Drainage Easement Instrument
Exhibit "C" Infrastructure Improvements Engineer's Costs Estimate
- (9) **Gender.** The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.
- (10) **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to choose-of-law rules of any jurisdiction. and the venue for any action concerning this Agreement shall be in Burnet County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of a court of competent jurisdiction in said County.
- (11) **Governmental Records.** All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

Initials: City  Developer 

- (12) **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- (13) **Independent Contractor.** During all times that this Agreement is in effect, the Parties agree that Developer is and shall be deemed to be an independent contractor and operator and not an agent or employee of the City with respect to their acts or omissions hereunder. It is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the Parties hereto.
- (14) **Individuals Not Liable.** No elected official, officer, agent or employee of the City shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution thereof
- (15) **Notice.** Any notice given to either Party under the terms of this Agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as stated in Article II; or to such other place as each Party may hereafter designate in writing forwarded in like manner for any other notice.
- (16) **Ordinance Applicability.** The Parties hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein.
- (17) **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- (18) **Sovereign Immunity.** The Parties agree that nothing in this Agreement shall be determined to waive the City's sovereign immunity.
- (19) **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Initials: City *CD* Developer *JS*

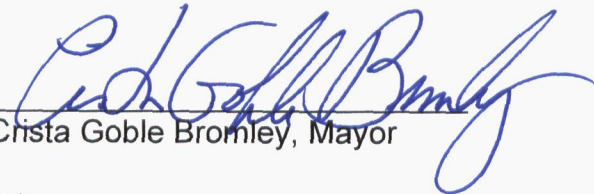
- (20) **Waivers.** No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Remainder of page intentionally blank and signature page to follow.


Initials: City  Developer 

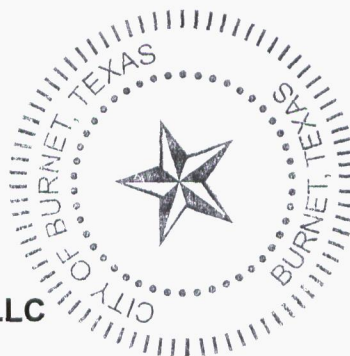
To be effective as of the 23 day of August, 2022.

City
City of Burnet

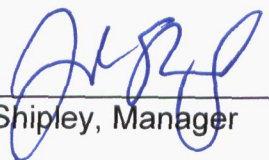
By: 
Crista Goble Bromley, Mayor

Attest:

By: 
Kelly Dix, City Secretary



Developer
Delaware Springs Ranch Investments, LLC

By: 
Jordan Shipley, Manager

Initials: City  Developer 

Exhibit A

Required Drainage Improvements Engineer's Costs Estimate

Initials: City SK Developer JS



Public Drainage Easement/Berenji

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.

PUBLIC DRAINAGE EASEMENT

**THE STATE OF TEXAS §
 §
COUNTY OF BURNET §**

KNOW ALL PERSONS BY THESE PRESENTS:

DATE: **8/29/2022**

GRANTOR: **Berenji, LLC**
GRANTOR'S MAILING ADDRESS (including County): **1205 FM 1431
Marble Falls, Texas 78654-5008**

GRANTEE: **City of Burnet, Texas**
GRANTEE'S MAILING ADDRESS (including County): **P.O. Box 1369
1001 Buchanan Drive Suite #4,
Burnet, Burnet County, Texas 78611**

LIENHOLDER: **Hill Country National Bank**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:
Being a 0.06 acres of land, more or less, out of that certain 1.52 acre tract of land described in Instrument No. 200703664 in the Public Records of Burnet County, Texas and being more particularly described by field notes and sketch to accompany field notes as follows in Exhibit "A".

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for all purposes necessary for installing, operating and maintaining storm water drainage/retention/detention facilities within said easement, including but not limited to placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the operation of storm water drainage/retention/detention facilities deemed necessary by the **GRANTEE** in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto.

GRANTOR and **GRANTOR's** heirs, successors, and assigns shall retain the right to use all or part of the

Public Drainage Easement/Berenji

PROPERTY as long as such use does not interfere with **GRANTEE's** use of the **PROPERTY** for the purposes provided for herein. Such retained rights shall include the right to park vehicles and place a dumpster on the **PROPERTY**, provided such use: (i) does not interfere with **GRANTEE's** use of the **PROPERTY**, and (ii) complies with all relevant federal, state and municipal statutes and ordinances. **GRANTEE** shall have the right to eliminate any encroachments into the **PROPERTY** that interfere with **GRANTEE's** use of the **PROPERTY** as a Public Utility Easement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anyway belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

The remainder of this page is intentionally blank and signature page follows.

Public Drainage Easement/Berenji
To be effective as of the date first stated above.

GRANTOR:
Berenji, LLC

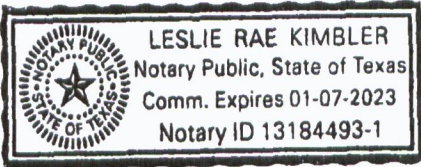
By: *Pouyan Berenji*
Pouyan Berenji, Manager

THE STATE OF TEXAS §
§
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Pouyan Berenji, of Berenji LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26 day of August, 2022.

(Personalized Seal)



Leslie Rae Kimbler
Notary Public's Signature

AGREED AND ACCEPTED:
CITY OF BURNET, TEXAS,
a Texas home-rule municipality

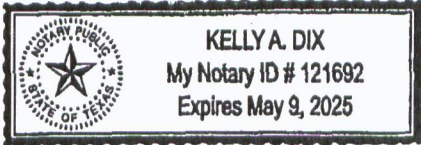
By: *Crista Goble Bromley*
Crista Goble Bromley, Mayor

THE STATE OF TEXAS §
§
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, mayor of the City of Burnet, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26 day of August, 2022.

(Personalized Seal)



Kelly A. Dix
Notary Public's Signature

Public Drainage Easement/Berenji

Exhibit A

field notes and sketch to accompany field notes

FIELD NOTE DESCRIPTION FOR A 0.06 ACRE (2,544 SF) TRACT OF LAND, BURNET COUNTY, TEXAS:

BEING A 0.06 ACRE (2,547 SF) TRACT OF LAND OUT OF A 1.52 ACRE TRACT, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO BERENJI, LLC, AS RECORDED IN DOCUMENT NO. 200703664 OF THE OFFICIAL PUBLIC RECORDS OF BURNET, COUNTY TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

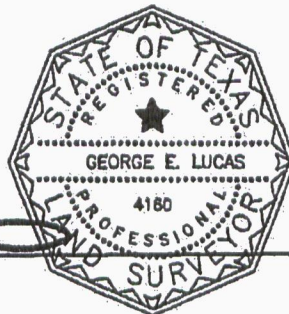
BEGINNING, at a point, lying in the north right-of-way line of Oak Vista Drive, a public road, being the apparent southwest corner of a 1.52 acre tract of land, conveyed by Warranty Deed with Vendor's Lien to Berenji, LLC, as recorded in Document No. 200703664 of the Official Public Records of Burnet County, Texas, common with the southeast corner of a 26.085 acre tract of land, conveyed by Warranty Deed with Vendor's Lien to D3D Burnet Sub1, LLC, as recorded in Document No. 202209940 of the Official Public Records of Burnet County, Texas, marking the POINT OF BEGINNING and the southwest corner of this tract;

THENCE, North $18^{\circ}28'25''$ East, along the west line of this tract, common with the east line of said 26.85 acre D3D Burnet Sub1, LLC tract, common with the west line of said 1.52 acre Berenji, LLC tract, to a calculated point, lying in the south line of an 18.09 acre tract of land, conveyed by Warranty Deed to the City of Burnet, as recorded in Volume 311, Page 88 of the Official Public Records of Burnet County, Texas, marking the northeast corner of said D3D Burnet Sub1, LLC tract, common with the northwest corner of said 1.52 acre Berenji, LLC tract, for the northwest corner of this tract;

THENCE, South $77^{\circ}00'31''$ East, along the north line of this tract, common with the north line of said 1.52 acre Berenji, LLC tract, common with the south line of said 18.09 acre City of Burnet tract, a distance of 50.23 feet, to a calculated point, for the northeast corner of this tract;

THENCE, South $18^{\circ}28'25''$ West, along the east line of this tract, through and across said 1.52 acre Berenji, LLC tract, a distance of 52.48 feet, to a calculated point, lying in the north right-of-way line of Oak Vista Drive, common with the south line of said 1.52 acre Berenji, LLC tract, for the southeast corner of this tract;

THENCE, North $73^{\circ}21'27''$ West, along the south line of this tract, common with the south line of said 1.52 acre Berenji, LLC tract, common with the north right-of-way line of Oak Vista Drive, a distance of 50.03 feet, to the POINT OF BEGINNING, containing 0.06 acres (2,544 SF) of land, more or less.



George E. Lucas

Registered Professional Land Surveyor No. 4160

Celco Surveying, Firm Registration No. 10193975

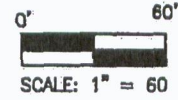
18018 Overlook Loop, Suite 105

San Antonio, Texas 78259

Date: August 30, 2022

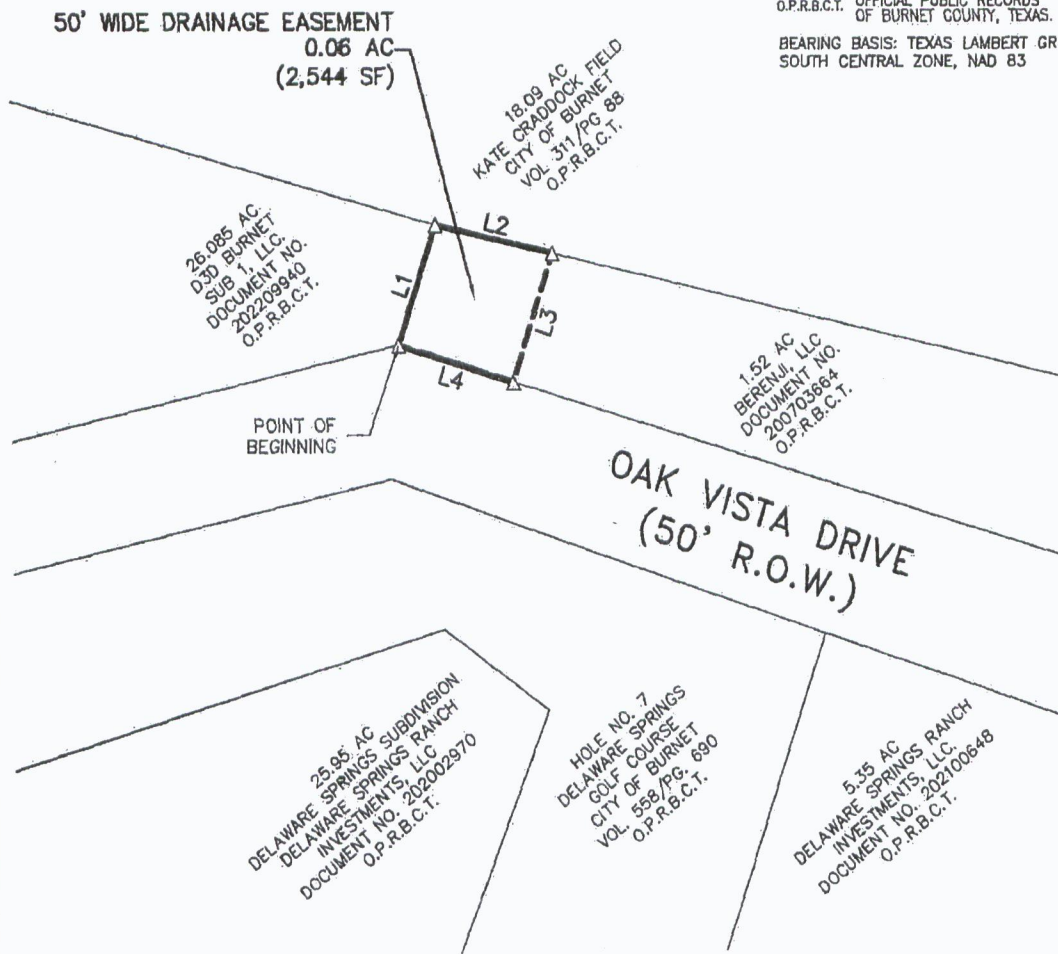
SKETCH TO ACCOMPANY FIELD NOTES

LINE TABLE		
LINE #	LENGTH	BEARING
L1	49.28'	N18°28'25"E
L2	50.23'	S77°00'31"E
L3	52.48'	S18°28'25"W
L4	50.03'	N73°21'27"W



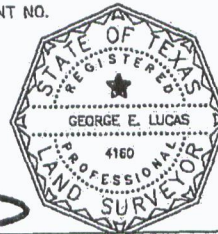
LEGEND

- DENOTES 1/2" ST. SK. FND.
- △ DENOTES A CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PROPOSED EASEMENT
- - - EXISTING EASEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- BEARING BASIS: TEXAS LAMBERT GRID, SOUTH CENTRAL ZONE, NAD 83



LEGAL DESCRIPTION:

BEING A 0.06 ACRE (2,547 SF) TRACT OF LAND OUT OF A 1.52 ACRE TRACT, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO BERENJI, LLC, AS RECORDED IN DOCUMENT NO. 200703664 OF THE OFFICIAL PUBLIC RECORDS OF BURNET, COUNTY TEXAS.



[Handwritten Signature]

GEORGE E. LUCAS
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
 CELCO SURVEYING, FIRM REGISTRATION NO. 10193975

08-30-2022
 DATE



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

9/1/2022 11:44:48 AM

FEE: \$46.00

202212973

ESMT

Exhibit C

Infrastructure Improvements Engineer's Costs Estimate

Initials: City AK Developer JS

EXHIBIT "C"

1 OF 2

Delaware

A. EROSION / SEDIMENTATION CONTROL		AMOUNT	UNIT	QTY	UNIT PRICE
1	SILT FENCE				
2	STABILIZED CONSTRUCTION ENTRANCE	9,590.00	LF	3836	2.5
3	REVEGETATION OF DISTURBED AREAS	1,500.00	LS	1	1500
4	SWPPP / MAINTENANCE	2,752.20	SY	6116	0.45
B. STREET AND DRAINAGE IMPROVEMENT		4,000.00	LS	1	4000
5	PAYMENT & PERFORMANCE BOND				
6	MOBILIZATION	13,812.50	LS	1	13812.5
7	CLEAR AND GRUB STREET ROW	40,000.00	LS	1	40000
8	MASS EXCAVATION AND EMBANKMENT - STREETS	6,140.00	AC	3.07	2000
9	8" MOISTURE CONDITIONED SUBGRADE	47,462.20	AC	3.07	15460
10	SUBGRADE PREP PRIOR TO BASE INSTALLATION	2,194.50	SY	8778	0.25
11	8" LIMESTONE BASE, TXDOT ITEM 247	2,194.50	SY	8778	0.25
12	2" HMAC, TXDOT ITEM 340	81,205.80	SY	9334	8.7
13	REGULATORY / STREET SIGNS	88,917.89	SY	7079	12.56
14	18" X 6" CONCRETE REINF RIBBON CURB CULVERT PIPE CROSSINGS	4,500.00	EA	6	750
15	TOM KITE DR 24" RCP SLOPED CONCRETE HEADWALLS	61,344.00	LF	5112	12
16	TOM KITE DR 24" RCP	16,470.00	LF	61	270
17	CONNECT TO EXISTING DELAWARE SPRINGS BLVD	5,000.00	EA	2	2500
18	CONNECT TO EXISTING OAK VISTA DRIVE	8,000.00	LS	1	8000
19	SAWCUT / ASPHALT REPAIR-4' W X 32' L	8,000.00	LS	1	8000
20	TRAFFIC CONTROL	2,500.00	LS	1	2500
21	PAVEMENT STRIPING / STOP BARS	2,500.00	LS	1	2500
22	CONSTRUCTION STAKING	1,000.00	LS	1	1000
23	6' WIDE CONCRETE GOLF CART PATH RECONSTRUCTION	2,500.00	LS	1	2500
24	TRENCH SAFETY	4,110.00	LF	137	30
C. WATER IMPROVEMENTS:		122.00	LF	61	2
27	12" PVC, WATER MAIN, DR 18				
28	8" PVC, WATER MAIN, DR 18	19,431.00	LF	127	153
29	CONNECT 8" WATER ;OME TP EXISTING 12" WATER MAIN	134,347.58	LF	2535	53
30	CONNECT 12" WATER ;OME TP EXISTING 12" WATER MAIN	8,000.00	EA	1	8000
31	8" GATE VALVE WITH BOX	6,000.00	EA	1	6000
32	12" GATE VALVE WITH BOX	7,500.00	EA	3	2500
33	RELOCATING EXISTING IRRIGATION LINE	6,400.00	EA	2	3200
34	FIRE HYDRANT ASSEMBLY	6,003.44	LF	404	14.86
35	AIR RELEASE VALVE ASSEMBLY	30,000.00	EA	5	6000
36	LONG SIDE DOUBLE WATER SERVICE	4,575.00	EA	1	4575
37	SHORT SIDE DOUBLE WATER SERVICE	50,400.00	EA	12	4200
38	SINGLE SHORT SIDE WATER SERVICE	19,760.00	EA	13	1520
39	TRENCH SAFETY	1,200.00	EA	1	1200
		5,324.00	LF	2662	2

D. WASTEWATER IMPROVEMENTS:						
40	8" PVC, WASTEWATER LINE, SDR 24 (0-8' DEPTH)					
41	8" PVC, WASTEWATER LINE, SDR 24 (8-10' DEPTH)	176,175.00	LF	1215		145
42	8" PVC, WASTEWATER LINE, SDR 24 (10-12' DEPTH)	31,828.00	LF	218		146
43	8" PVC, WASTEWATER LINE, SDR 24 (12-14' DEPTH)	95,807.00	LF	643		149
44	4' WASTEWATER MANHOLE (UNCOATED)	57,531.00	LF	381		151
45	CONNECT TO EXISTING WASTEWATER MANHOLE	78,000.00	EA	13		6000
46	SHORT WASTEWATER DOUBLE SERVICE	4,000.00	EA	1		4000
47	LONG WASTEWATER SINGLE SERVICE	25,025.00	EA	11		2275
48	LONG WASTEWATER DOUBLE SERVICE	5,000.00	EA	2		2500
49	INSTALL SERVICE ON EXISTING WASTEWATER LINE	41,600.00	EA	13		3200
50	EXTRA DEPTH FOR MANHOLE	2,500.00	EA	1		2500
51	TRENCH SAFETY	1,000.00	VF	20		50
			LF	2457		2
E. ELECTRICAL / TELECOMMUNICATIONS / OTHER IMPROVMENTS:						
52	ELECTRICAL					
53	TELECOMMUNICATIONS	104,550.00	LOT	51		2050
54	LIGHT POLES / FIXTURES	29,325.00	LOT	51		575
55	MAIL BOX / KIOSK	12,500.00	EA	5		2500
56	CONDUITS FOR SIGN / LIGHTING	2,500.00	LS	1		2500
57	MAINTENANCE BOND	8,050.00	LS	1		8050
	EXTRA TO CONTRACT FO	4,900.00	LS	1		4900
		80,064.00	LS	1		80064

Total Bond Amount 1,102,771.91



Partial Release of Lien/Berenji LLC

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.

PARTIAL RELEASE OF LIEN

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

Basic Information

Date: Executed to be effective as of the August 22, 2022

Holder of Note and Lien:

HILL COUNTRY NATIONAL BANK, A BRANCH OF LLANO NATIONAL BANK

Holder's Mailing Address:

P. O. Box 580, 1210 S. Water, Burnet, Burnet County, Texas 78611

Note:

Date: March 22, 2007
Original Principal Amount: \$250,000.00
Borrower: BERENJI LLC
Lender: HILL COUNTRY NATIONAL BANK
Maturity Date: As provided in the note.

Note and Lien Are Described in the Following Documents (the "Lien Documents")

Deed of Trust dated March 22, 2007, from Berenji LLC, as Grantor, to David R. Willmann, Trustee, and recorded under Clerk's Document No. 200703665, of the Official Public Records of Burnet County, Teas, securing one note of even dated therewith in the principal sum of \$250,000.00, payable to the order of HILL COUNTRY NATIONAL BANK, A BRANCH OF LLANO NATIONAL BANK.

Property (including any improvements) to Be Released from Lien (the Property):

Being a 0.06 acres of land, more or less, out of that certain 1.52 acre tract of land described in Instrument No. 200703664 in the Public Records of Burnet County, Texas and being more particularly described by field notes and sketch to accompany field notes as follows in Exhibit "A".

Partial Release of Lien

For value received, Holder of the Note and Lien hereby releases only the Property identified above from the Lien. It is expressly agreed and understood that this is a partial release and that it shall in no way release, affect, or impair the Lien against any other property described in the Lien Documents securing the remainder owning on the Note not heretofore and hereby released by the undersigned.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED as of the 22 day of August, 2022.

HILL COUNTRY NATIONAL BANK, A
BRANCH OF LLANO NATIONAL BANK

By: Charles W Cox
Charles W. Cox
Its: Senior Vice President

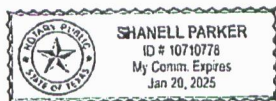
THE STATE OF TEXAS

§
§
§

COUNTY OF BURNET

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charles W. Cox known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22 day of August, 2022.

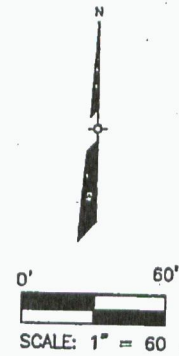


(Personalized Seal)

[Signature]
Notary Public's Signature

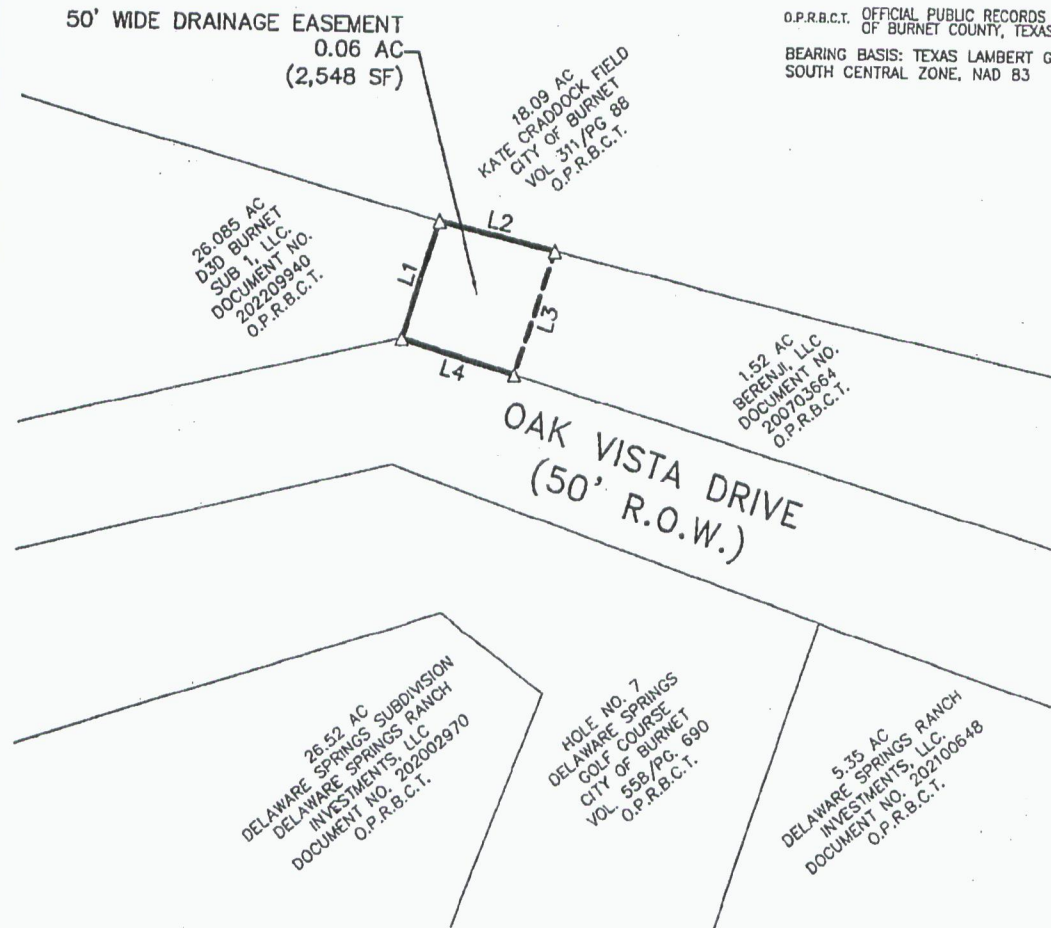
SKETCH TO ACCOMPANY FIELD NOTES

LINE TABLE		
LINE #	LENGTH	BEARING
L1	49.28'	N18°28'25"E
L2	50.23'	S77°00'31"E
L3	52.62'	S18°28'25"W
L4	50.02'	N73°11'42"W



LEGEND

- DENOTES 1/2" ST. SK. FND.
- △ DENOTES A CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PROPOSED EASEMENT
- EXISTING EASEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- BEARING BASIS: TEXAS LAMBERT GRID, SOUTH CENTRAL ZONE, NAD 83



LEGAL DESCRIPTION:

BEING A 0.06 ACRE (2,547 SF) TRACT OF LAND OUT OF A 1.52 ACRE TRACT, CONVEYED BY WARRANTY WITH VENDOR'S LIEN TO BERENJI, LLC, RECORDED IN DOCUMENT NO. 200703664 OF THE OFFICIAL PUBLIC RECORDS OF BURNET, COUNTY TEXAS.

08-18-2022

GEORGE E. LUCAS
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
 CELCO SURVEYING, FIRM REGISTRATION NO. 10193975
 18018 OVERLOOK LOOP, SUITE 105
 SAN ANTONIO, TEXAS 78259
 OFFICE (512) 635-4857

DATE



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

9/1/2022 11:44:48 AM

FEE: \$34.00

202212972

PR

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PARTIAL RELEASE OF LIEN

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EXECUTED as of the 22 day of August, 2022.

HILL COUNTRY NATIONAL BANK, A
BRANCH OF LLANO NATIONAL BANK

By: Charles W Cox
Charles W. Cox
Its: Senior Vice President

THE STATE OF TEXAS

§
§
§

COUNTY OF BURNET

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charles W. Cox known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22 day of August, 2022.

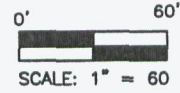


(Personalized Seal)

[Signature]
Notary Public's Signature

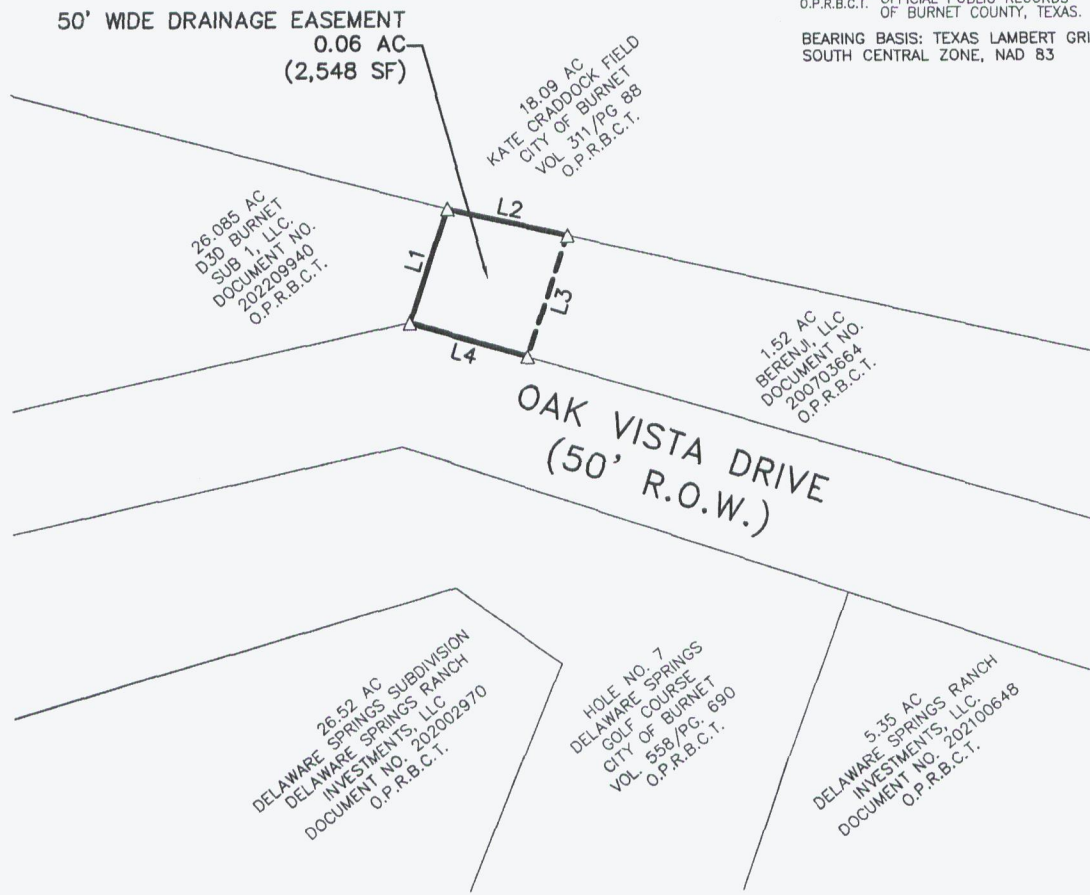
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