

RESOLUTION NO. R2021-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN AGREEMENT WITH HILLTOP LLC RELATED TO THE DEVELOPMENT OF A 96 LOT MANUFACTURE HOME SUBDIVISION IN THE CITY'S EXTRATERRITORIAL JURISDICTION

Whereas, subchapter G of the Texas Local Government Code authorizes a municipality to enter into an agreement with the owner of land in the municipality's extraterritorial jurisdiction; and

Whereas, such agreement may include terms related to the current and future uses of the land, streets, drainage, water, sewer facilities and other utilities, the application of the municipality's development rules, and future annexation; and

Whereas, Hilltop LLC (hereinafter the "Developer") desires to develop 75.87 acres of land into a 96 unit manufactured home park (hereinafter the "Project"); and

Whereas, the Developer has approached the City with a request that the parties enter into an agreement (hereinafter the "Development Agreement" to address the provision of water to the Project and annexation of the Project; and

Whereas, City Council is amenable to entering into a Development Agreement provided the terms of such agreement provide developmental safeguards assuring the Project provides beneficial and sustainable housing stock to the community.

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

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

Section two. Approval. The Development Agreement attached hereto is hereby approved.

Section three. Authorization. The Mayor is hereby authorized to execute a Development Agreement in substantial form as the attachment hereto; and is further authorized to execute such ancillary documents, and take such actions, as may be reasonably necessary to facilitate the purpose of this resolution.

Section four. Recordation. Upon the full execution of the Development Agreement the City Secretary is authorized and directed to record same in the Public Records of Burnet County, as required by law, and at Developer's expense.

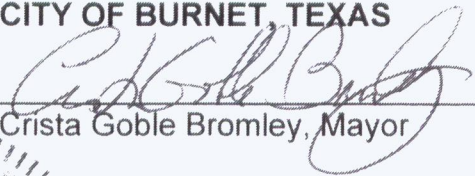
Section five. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice

of the time, place and purpose of said meeting was given as required by the Open Meetings Act.


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

PASSED AND APPROVED this the 14th day of April, 2021.

CITY OF BURNET, TEXAS


Crista Goble Bromley, Mayor

ATTEST:


Kelly Dix City Secretary





THE STATE OF TEXAS
COUNTY OF BURNET

§
§
§

KNOW ALL BY THESE PRESENTS

DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the **City of Burnet**, a Texas home-rule municipality, (hereinafter referred to as “City”), and **Hilltop Oaks, LLC**, a Texas limited liability company (hereinafter referred to as “Developer”), for the purpose of setting forth the terms and obligations between City and Developer (hereinafter referred to collectively as the “Parties”), with respect to the development of approximately 76 acres of land located within the Extra-Territorial Jurisdiction of the City, being more specifically identified on **Exhibit “A”** attached hereto (hereinafter referred to as “Project Property”) as follows:

WHEREAS, the Developer intends to develop a manufactured/modular home community, which shall include approximately 92 lots (hereinafter referred to as “Project”); and

WHEREAS, the Developer has requested the execution of a Development Agreement pursuant to Chapter 212, Subchapter G of the Texas Local Government Code to assure the development of a property planned and sustainable Project; and

WHEREAS, the City and Developer, in mutual consideration for this Agreement, have agreed to the future uses allowed on the Project Property in order to promote the Project Property in such a manner that provides for the orderly development of the Project; NOW THEREFORE:

In consideration for the mutual promises and covenants contained herein, the Parties agree as follows:

I. Terms and Conditions

A. **Terms and Conditions.** Except as otherwise indicated within this Agreement, the Developer shall comply with City ordinances, rules and regulations relating to the subdivision of property. The “Effective Date” shall be the date on which City Council approves the Agreement by Resolution.

1. **Description of the Project Property.** Developer’s Project Property is approximately 76 acres of land located in the extraterritorial jurisdiction of the City of Burnet, Burnet County, Texas as more fully depicted on the survey map attached hereto as **Exhibit “A.”**
2. **Project Property Ownership.** The owner of the Project Property is Developer.
3. **Project.** The Project is proposed to be manufactured/modular home community, which shall include approximately 92 lots. Developer acknowledges and agrees the following shall apply to the Project.

Initials City: *AB* Developer: *AR*

- (a) Each home shall be located on a separate subdivided lot with a minimum lot size shall be one-half acre.
 - (b) All homes shall be on a permanent concrete foundation;
 - (c) All homes shall have a 2 car garage;
 - (d) All homes shall have rock underpinning on front and two sides;
 - (e) All homes shall have covered front decks at entry;
 - (f) All homes shall be restricted from having anything placed or stored in front yard; and
 - (g) All homes shall install privacy fence if anything is placed or stored in back or side yards so as not to be visible from the street.
4. **Duration.** This Agreement shall extend for a term of ten (10) years from the effective date.
5. **Development Plan.**
- (a) **Annexation.** As described in Section 7, Developer shall request water service from the City. As a prerequisite to receiving water service Developer shall petition the City to voluntarily annex the Project Property; and upon the completion of such annexation water service shall be made available to developer.
 - (b) **Zoning.** The Project Property shall receive permanent zoning within a reasonable time after annexation by the City's initiation of a zoning case for a Planned Unit Development/Manufactured Home Subdivision. All applicable terms and conditions of this Agreement shall be incorporated into the Planned Unit Development Plan. The Parties acknowledge that council cannot legally bind itself to granting a specific zoning designation under this Agreement; and should council fail to designate the Project Property with a zoning designation allowing manufactured homes, as provided herein, the Parties acknowledge the Project Property's shall enjoy statutory continuation of use rights as stated in the subsection below.
 - (c) **Continuation of use rights.** Provided the Project conforms to the terms and conditions contained herein, this Agreement is a permit as defined by Texas Local Government Code Chapter 245; and, pursuant to Texas Local Government Code Sec. 43.002, and Sec. 211.017, Developer may continue the development and use of the Project Property, as described herein.
 - (d) **Property Owner's Association.** Developer shall impose restrictive covenants and conditions on the Project Property, which shall include the requirements of Section 3 herein. Developer shall form a mandatory Property Owner's Association, whose governing body shall be elected by the members, have the authority to enforce the restrictive covenants and conditions, and have the authority to impose dues and special assessments as may be

required to provide capital to maintain, repair, or replace all streets, roads, drainage, common areas and other facilities owned in common by the members.

6. **Municipal Regulations.** The Project shall be developed in compliance with City ordinances, rules and regulations relating to the subdivision of property; and the conditions and limitations of Section 118-38 of the City Code (entitled "Manufactured home – District "M-1"); as may be modified by a Planned Unit Development Plan approved by City Council. In the event of a direct conflict between the subdivision ordinance, or the Planned Unit Development Plan, and this Agreement, the stricter shall prevail. In the event of a direct conflict between Section 118-38 and this Agreement this Agreement shall prevail.

7. **Project Infrastructure.**
 - (a) **Streets and Roads.** This Project shall connect to the public road system by Texas Highway 29; and shall have a minimum of two connections to the public road system as, and when, required by the subdivision ordinance and building code. Internal streets and roads shall be constructed to City public road standards; but shall be owned in common by members of the Property Owner's Association, who shall be responsible for all maintenance, repair, and replacement of such roads.
 - (b) **Land, Streets and Roads Drainage.** Drainage ways, detention/retention/water quality facilities and other drainage facilities shall be constructed in compliance with City ordinances, rules and regulations relating to the subdivision of property; but shall be owned in common by members of the Property Owner's Association, who shall be responsible for all maintenance, repair, and replacement of such drainage facilities.
 - (c) **Water and sewer.** Water service shall be available to the Project upon Annexation of the Project Property. All construction described herein shall comply with City ordinances, rules and regulations relating to provision of water service. All construction costs shall be at Developer's sole expense. As water service shall be obtained from a water transmission line, the contractor Developer selects to install water taps must be approved by City prior to commencing any work. Utility connection fees, and impact fees shall be assessed for the Project and paid as required by City ordinances, rules and regulations relating to provision of water service. Sanitary sewer shall be provided to each lot by the installation of a septic tank on each lot. The installation, maintenance, repair, and replacement of each septic tank shall be in compliance with applicable federal, state and local laws.

- (d) **Parkland.** Developer shall pay parkland dedication fees, in such amount as prescribed in chapter 98, article V, in lieu of parkland dedication.

8. Use and Development of Project Property.

- (a) **Current Use.** Agricultural.
- (b) **Proposed use.** Single family development as described as the Project herein.

II. General Provisions

A. Severability

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or ordinances of City, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

B. Modification and Notification

Any modification to this Agreement must be in writing and signed by each party hereto, or its successors, or they shall not be binding upon any of the Parties hereto.

C. Successors and Assigns

The terms of this Agreement shall be binding upon and inure to the benefits of the Parties and their respective successors, assigns, and legal representatives. The Parties agree that, upon execution, this Agreement shall be filed in the Deed Records of Burnet County, Texas, and shall run with the land binding all future owners or purchasers of all or any part of the Project Property, except as provided in Texas Local Government Code Section 212.172(f).

D. No Partnership

Neither this Agreement nor any part thereof shall be construed as creating a partnership, joint venture or other business affiliation among the Parties or otherwise.

E. Entire Agreement

Initials City:  Developer: 

This Agreement and the exhibits hereto supersede any and all other prior contemporaneous agreements, oral or written, among the Parties hereto with respect to the development of the Project Property.

F. Notices

All notices given with respect to this Agreement shall be in writing and being delivered upon receipt if hand delivered or sent by confirmed facsimile transmission and, if mailed, deemed received on the third business day after deposit in the United States Mail, postage prepaid, addressed to the Parties as shown below.

If to the City:

City of Burnet
Attn. City Manager
PO Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611
Telephone: 512-756-6093
Fax: 512-756-8586
citymanager@cityofburnet.com

If to Developer:

Hilltop Oaks, LLC.
David Bowen
davidbowen@kw.com,
512-750-1189

G. Enforcement

This Agreement may be enforced by the other party through specific performance. Either party shall have the right to cure any default within thirty (30) days after notice of said default having been provided by the non-defaulting party. In the event legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees, court costs, as well as any other damages found by a court of competent jurisdiction to be owed as a result of the breach.

H. Signature Warranty Clause

The signatories in this Agreement represent a warrant that they have the authority to execute this Agreement on behalf of City and Developer, respectively.

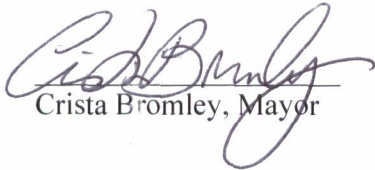
Signature page to follow.

Initials City:  Developer: 

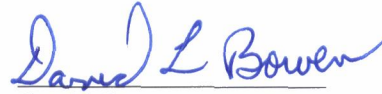
Development Agreement (David Bowen)

To be effective this 13 day of April 2021.

City
City of Burnet


Crista Bromley, Mayor

Developer
Hilltop Oaks, LLC

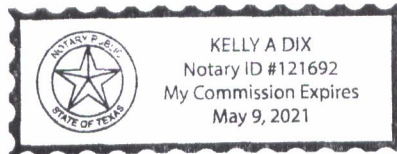

David Bowen,
managing member

State of Texas

County of Burnet

This instrument was acknowledged before me on the 13 day of April 2021 by Crista Bromley, mayor of the City of Burnet, a Texas home rule municipality.

(Personalized Seal)



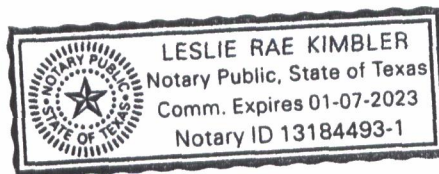

Notary Public's Signature

State of Texas

County of Burnet

This instrument was acknowledged before me on the 14 day of March 2021 by David Bowen, a manager of Hilltop Oaks, LLC, a limited liability company.

(Personalized Seal)



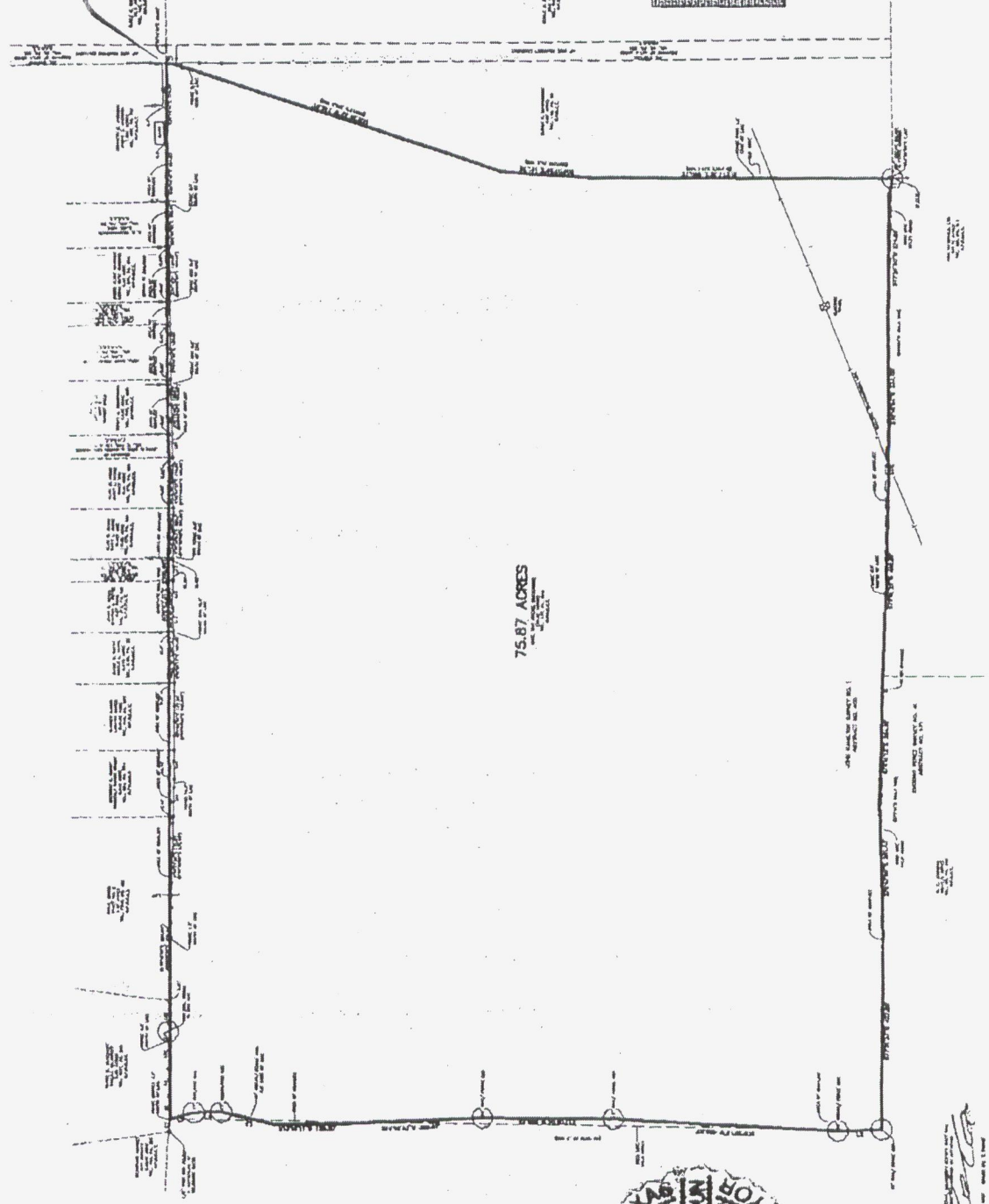
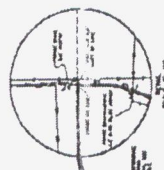

Notary Public's Signature

Initials City: 

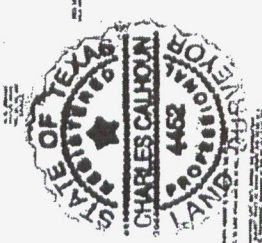
Developer: 

EXHIBIT "A"

NO.	ACRES	OWNER	REMARKS
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75.87 ACRES



MAKING FULL PROVISIONS & RESERVATIONS
 AND RESERVATIONS TO THE STATE OF TEXAS
 BY THE COMMISSIONER OF LANDS

THESE LANDS ARE PART OF THE STATE OF TEXAS
 AND ARE RESERVED TO THE STATE OF TEXAS
 BY THE COMMISSIONER OF LANDS

THIS SURVEY WAS MADE BY THE COMMISSIONER OF LANDS
 OF THE STATE OF TEXAS, AND IS SUBJECT TO THE
 PROVISIONS OF THE ACTS OF THE LEGISLATURE
 RELATIVE TO THE SURVEY OF LANDS

MARBLE FALLS SURVEYING & MAPPING

1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TEL. 830 6938815 FAX 830 6938915

Exhibit "A"
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STATE OF TEXAS:
COUNTY OF BURNEI:

FIELD NOTES to accompany a survey plat for a 75.87 acre tract of land out of the John Hamilton Survey No. 1, Abstract No. 405, Burnet County, Texas and being out of that certain tract of land described as 487.4 acres in a deed to Joe A. Shepard, recorded in Volume 95, Page 559 of the Deed Records of Burnet County, Texas, and being that same tract of land described as 76.22 acres in a deed to Carl Van Roekel, recorded in Volume 737, Page 656 of the Official Public Records of Burnet County, Texas.

Beginning at a 24" dead Cedar tree fence corner post in the south line of said 487.4 acre tract and in or near the south line of said John Hamilton Survey No. 1, being in or near the north line of the Eugenio Perez Survey No. 41, Abstract No. 672 and of that certain tract of land described as 197.75 acres in a deed to ATMI Materials, LTD, recorded in Volume 921, Page 617 of the Official Public Records of Burnet County, Texas, being the southwest corner of that certain tract of land described as 6.92 acres in a deed to Burt C. Hawthorne, recorded in Volume 155, Page 23 of the Deed Records of Burnet County, Texas, for the southeast corner hereof, from which a 60d nail found bears N17°35'52"E, a distance of 1.20 feet. The Basis of Bearings is N66°15'09"W, a distance of 2532.23 feet from said 24" dead Cedar tree fence corner post to a 17" Oak tree fence post in the west line of the herein described tract which bears S27°56'25"E, a distance of 52.58 feet from a fence corner post at the northwest corner of the herein described tract.

THENCE, with the fenced south line hereof and of said 487.4 acre tract and with or near the south line of said John Hamilton Survey No. 1, with or near the north line of said Eugenio Perez Survey No. 41 and of said 197.75 acre tract and with or near the north line of that certain tract of land described as 141.5 acres in a deed to M.C. Johnson, recorded in Volume 50, Page 506 of the Deed Records of Burnet County, Texas, the following 7 calls:

- 1) S88°10'39"W (called S89°39'W), a distance of 37.29 feet (called 13.0 varas) to a 14" Cedar tree fence post for an angle point hereof;
- 2) S77°26'50"W (called S76°54'W), a distance of 274.80 feet (called 219.4 varas) to a fence post for an angle point hereof;
- 3) S76°15'54"W (called S76°54'W), a distance of 311.08 feet (called 219.4 varas) to a 3" metal pipe gate post for an angle point hereof;
- 4) S78°51'29"W (called S77°41'W), at an approximate distance of 443 feet pass the northwest corner of said 197.75 acre tract being the northeast corner of said 141.5 acre tract, continuing a total distance of 469.97 feet (called 515.7 varas) to a fence post for an angle point hereof, from which a water line manhole found bears S13°33'W, a distance of 9.0 feet;
- 5) S78°11'12"W (called S77°41'W), a distance of 254.10 feet (called 515.7 varas) to a fence post for an angle point hereof;
- 6) S75°47'09"W (called S77°41'W), a distance of 281.63 feet (called 515.7 varas) to a fence post for an angle point hereof;
- 7) S77°31'33"W (called S77°41'W), a distance of 427.80 feet (called 515.7 varas) to a 12" Oak tree fence corner post at an inside "ell" corner of said 141.5 acre tract, for the southwest corner hereof and of said 487.4 acre tract;

THENCE, with the fenced west line hereof, with or near the west line of said 487.4 acre tract and with or near the easterly line of said 141.5 acre tract, the following 8 calls:

- 1) N14°24'46"W (called N12°00'W), a distance of 94.15 feet (called 474.7 varas) to an 18" Cedar tree fence post for an angle point hereof;
- 2) N09°20'15"W (called N12°00'W), a distance of 488.83 feet (called 474.7 varas) to an 18" Cedar tree fence post for an angle point hereof;

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Exhibit "A"

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- 3) N12°08'04"W (called N12°00'W), a distance of 289.22 feet (called 474.7 varas) to a 15" Oak tree fence post for an angle point hereof;
- 4) N14°46'42"W (called N12°00'W), a distance of 309.07 feet (called 474.7 varas) to a fence post for an angle point hereof;
- 5) N13°16'11"W (called N12°00'W), a distance of 139.20 feet (called 474.7 varas) to an 8" cedar fence post for an angle point hereof;
- 6) N00°38'04"E (called N0039'E), a distance of 116.70 feet (called 42.4 varas) to a 17" Cedar tree fence post for an angle point hereof;
- 7) N13°57'56"W (called N14°21'W), a distance of 58.80 feet (called 21.2 varas) to a 17" Cedar tree fence post for an angle point hereof;
- 8) N27°56'25"W (called N27°14'W), a distance of 52.58 feet (called 18.9 varas) to a 6" cedar fence post in the south line of that certain tract of land described as 2.85 acres in a deed to Wayne D. Waychoff and Thelma Waychoff, recorded in Volume 1221, Page 292 of the Official Public Records of Burnet County, Texas, being the northeast corner of said 141.5 acre tract, for the northwest corner hereof and a northwest corner of said 487.4 acre tract, from which a 1/2" iron rod found at the southwest corner of said 2.85 acre tract, being the southeast corner of that certain tract of land described as 0.5842 acre in a deed to Beauford Rowney and wife, Kay Rowney, recorded in Volume 493, Page 337 of the Real Property Records of Burnet County, Texas bears S81°58'45"W (called S81°55'50"W), a distance of 27.07 feet (called 27.03 feet);

THENCE N76°42'31"E (called N76°44'E), with the north line hereof, being a northerly line of said 487.4 acre tract, at a distance of 256.3 feet pass 2.3 feet southerly of a 1/2" iron rod found at the southeast corner of said 2.85 acre tract, being the southwest corner of that certain tract of land described as 3.27 acres in a deed to GERALD Greer, recorded in Volume 1245, Page 406 of the Official Public Records of Burnet County, Texas, at a distance of 657.8 feet pass 8.1 feet northerly of a 1/2" iron rod found at the southeast corner of said 3.27 acre tract being the southwest corner of that certain tract of land described as 0.842 acre in a deed to Gregory S. Cozby and wife, Kimberly Baker Cozby, recorded in Volume 604, Page 774 of the Real Property Records of Burnet County, Texas, at a distance of 803.5 feet pass 10.8 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.842 acre tract, being the southwest corner of that certain tract of land described as 0.8425 acre in a deed to Barney Baker and wife, LaDawn Baker, recorded in Volume 848, Page 207 of the Official Public Records of Burnet County, Texas, at a distance of 950.8 feet pass 11.8 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.8425 acre tract, being the southwest corner of that certain tract of land described as 0.573 acre in a deed to David D. Smith and wife, Nicole L. Smith, recorded in Volume 1139, Page 22 of the Official Public Records of Burnet County, Texas, at a distance of 1060.7 feet pass 11.0 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.573 acre tract, being the southwest corner of that certain tract of land described as 0.57 acre in a deed to John R. Reyes and wife, Sharon L. Reyes, recorded in Volume 317, Page 161 of the Deed Records of Burnet County, Texas, at a distance of 1170.9 feet pass 10.2 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.57 acre tract, being the southwest corner of that certain tract of land described as 0.26 acre in a deed to John R. Reyes and wife, Sharon L. Reyes, recorded in Volume 655, Page 36 of the Real Property Records of Burnet County, Texas, at a distance of 1220.9 feet pass 10.1 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.26 acre tract, being the southwest corner of that certain tract of land described as Tract One being 0.58 acre in a deed to Alan W. Hicks and wife, Mary L. Hicks, recorded in Volume 679, Page 471 of the Real Property Records of Burnet County, Texas, at a distance of 1330.8 feet pass 9.8 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.58 acre tract, being the southwest corner of that certain tract of land described as Tract Two being 0.58 acre in a deed to Alan W. Hicks and wife, Mary L. Hicks, recorded in Volume 679, Page 451 of the Real Property Records of Burnet County, Texas, at a distance of 1440.8 feet pass 8.6 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.58 acre tract, being the southwest corner of a remnant of that certain tract of land conveyed to John B. Love and Maiden Low Garven, by deed recorded in Volume V, Pages 136 and 220 of the Probate Minutes of Burnet County, Texas, at a distance of 1490.6 feet pass 8.0 feet northerly of a 1/2" iron rod found at the southeast corner of said Love tract, being the southwest corner of that certain tract of land described as 0.632 acre in a deed to Kerry J. Zimmerman, recorded in Volume 740, Page 862 of the Official Public Records of Burnet County, Texas, at a distance of 1611.3 feet pass 7.0 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.632 acre tract, being the

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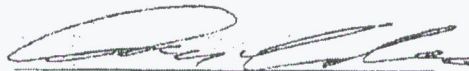
Exhibit "A"

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southwest corner of that certain tract of land described as 0.628 acre in a deed to Myra Dawn Pesna Trust, recorded in Volume 450 Page 434 of the Real Property Records of Burnet County, Texas, at a distance of 1731.4 feet pass 6.2 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.6287 acre tract, being the southwest corner of that certain tract of land described as 0.262 acre in a deed to James Alvin Warwick and wife, Letha Ruth Warwick, recorded in Volume 440, Page 407 of the Real Property Records of Burnet County, Texas, at a distance of 1781.4 feet pass 5.6 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.262-acre tract, being the southwest corner of that certain tract of land described as 0.63 acre in a deed to James Alvin Warwick and wife, Letha Ruth Warwick, recorded in Volume 801, Page 684 of the Official Public Property Records of Burnet County, Texas, at a distance of 1901.7 feet pass 4.8 feet northerly of a 1/2" iron rod found at the southeast corner of said 0.63 acre tract, being the southwest corner of that certain tract of land described as 0.495 acre in a deed to G. E. Killingsworth, recorded in Volume 279, Page 301 of the Deed Records of Burnet County, Texas, at a distance of 2001.9 feet pass 2.4 feet northerly of a 3/8" iron rod found at the southeast corner of said 0.4957 acre tract, being the southwest corner of that certain tract of land described as 1.556 acre in a deed to Kenneth E. Jackson and wife, Jackie E. Jackson, recorded in Volume 486, Page 164 of the Real Property Records of Burnet County, Texas, in all a total distance of 2300.99 feet (called 828.2 varas) to a 1/2" iron rod set, with plastic cap stamped RPLS 4452, at an inside "ell" corner of said 487.4 acre tract, being in the west line of a 40 foot wide access easement, being the southeast corner of said 1.556 acre tract, and being the northerly corner of that certain tract of land described as 6.92 acres in a deed to Burle C. Hawthorne, recorded in Volume 155, Page 23 of the Deed Records of Burnet County, Texas, for the northeast corner hereof, from which a 1/2" iron rod found in the east line of said 40 foot wide access easement, being the northwest corner of that certain tract of land described as 25.0 acres in a deed to Burle C. Hawthorne, recorded in Volume 155, Page 21 of the Deed Records of Burnet County, Texas, being the southwest corner of that certain tract of land described as 25.2 acres in a deed to Burle C. Hawthorne, recorded in Volume 158, Page 722 of the Deed Records of Burnet County, Texas bears N76°14'41"E, a distance of 40.02 feet,

THENCE, with the east line hereof, being the west line of said 6.92 acre tract, the following 4 calls:

- 1) S11°40'28"E (called S11°39'E), a distance of 15.30 feet (called 5.6 varas) to a 1/2" iron rod set, with plastic cap stamped RPLS 4452, for an angle point hereof;
- 2) S05°25'32"W (called S05°27'W), a distance of 748.61 feet (called 269.5 varas) to a 1/2" iron rod found for an angle point hereof;
- 3) S09°02'29"E (called S09°01'E), a distance of 191.78 feet (called 69.0 varas) to a 1/2" iron rod found for an angle point hereof;
- 4) S12°17'28"E (called S12°16'E), a distance of 660.72 feet (called 237.4 feet) to the place of beginning and containing 75.87 acres

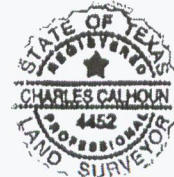


Charles Calhoun

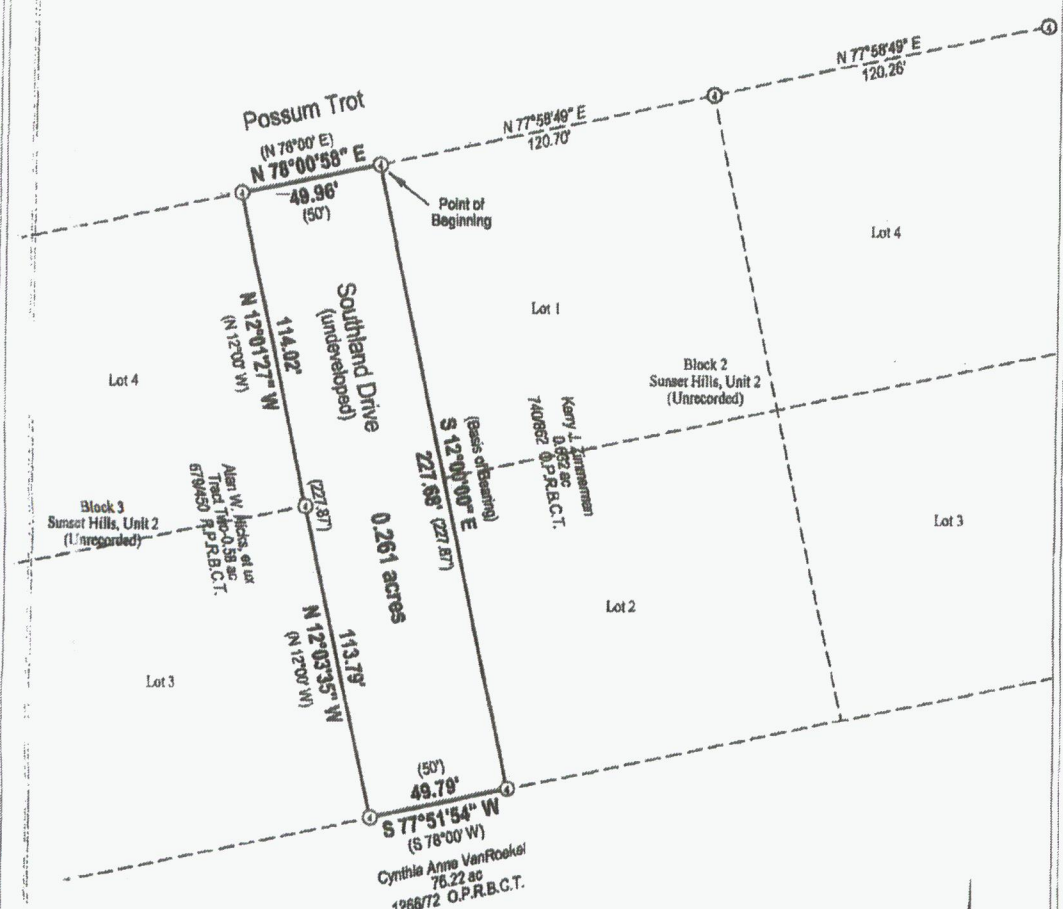
Registered Professional Land Surveyor No. 4452

Job No. 4397

November 14, 2005



**SURVEY PLAT OF 0.261 ACRES,
JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO. 405,
CITY OF BURNET, BURNET COUNTY, TEXAS**



NOTE
No Buildings Exist
on this Property

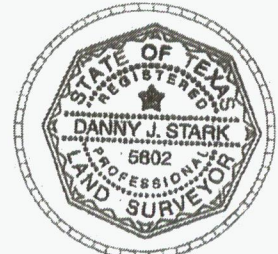
LEGEND

	1/2" Iron Rod Found
	Adjoiner Line
Scale 1" = 50.00 Feet	



Site Address
Southland Drive
Burnet, Texas 78611
Prepared for Cynthia Ann VanRoekel
without benefit of Title Commitment
Job # B0405-0510-10
OCT 13, 2005
(Job # B0405-0510-10A)
(Revised FEB 3, 2006)

Deed per Vol. "V", Pg. 138 & 220, Probate Minutes
Records of Burnet County, Texas, probated Feb. 28, 1866.
Deed per Vol. 1118, Pg. 342, Official Public Records of
Burnet County, Texas, dated Jul. 2, 2003.
The Bearings recited herein are based on those of record
in Vol. 740, Pg. 862, Official Public Records of Burnet
County, Texas, dated Apr. 11, 1897.



ABSTRACT SURVEYING
650 Lyda Ranch Road
Bertram, Texas, 78605
Ph 512-758-4500
Fx 512-758-0730

Certificate
I, Danny J. Stark, do hereby certify that the foregoing Survey Plat was prepared from an actual survey made upon
the ground, under my supervision, the Records of said county, and surveys of area properties, that the corners
and boundaries with marks, natural and artificial are as found or set on the ground, that discrepancies, conflicts,
projections or intrusions, overlapping of improvements, or easements visible in the are shown or described
hereon, that said property has access to and from a dedicated roadway.
Danny J. Stark
Danny J. Stark, R.P.L.S., State of Texas No. 5802

Field Notes to accompany a Survey plat of a 0.261 acre tract of land out of the John Hamilton Survey No. 1, Abstract No. 405, in Burnet County, Texas.
Prepared for: Cynthia Ann Van Roekel, without benefit of Title Commitment.

Being a 0.261 acre tract of land out of the John Hamilton Survey No. 1, Abstract No. 405, in Burnet County, Texas, and being the Southern extension of Southland Drive, and lying South of Possum Trot, between Block 2 and Block 3, Sunset Hills, Unit 2, an Unrecorded Subdivision, as shown on a plat by David James, R.P.S. No. 3893, dated August 26, 1982, and recorded as an attachment in a Cash Warranty Deed dated April 11, 1997, from Dwight Webb and Marilyn Webb, to Kerry J. Zimmerman, of record in Volume 740, Page 862, Official Public Records of Burnet County, Texas, and also being a portion of the remainder of that same tract of land, described in a Will dated August 29, 1960, from Gertrude Wilson to Maiden Low Garven and John B. Love, Probated February 28, 1966, of record in Volume "V", Page 136 and 220, Probate Minutes of Burnet County, Texas, and in a Correction Administratrix Deed dated July 2, 2003, from The Estate of Talbot Bell Garven, deceased, to Madelyn Gilley and William C. Dowdy, of record in Volume 1118, Page 342, Official Public Records of Burnet County, Texas, said 0.261 acre tract being more particularly described, by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the intersection of the South Right of Way line of Possum Trot, and the East Right of Way line of Southland Drive, at the Northwest corner of a tract of land, described as 0.632 acres, being Lots 1 and 2, Unit 2, Sunset Hills, an Unrecorded Subdivision, in a Cash Warranty Deed dated April 11, 1997, from Dwight Webb and Marilyn Webb, to Kerry J. Zimmerman, of record in Volume 740, Page 862, Official Public Records of Burnet County, Texas, and the Northeast corner hereof;

THENCE S 12°00'00" E, the Basis of Bearing for this Survey, with the East Right of Way line of Southland Drive, and the Western boundary line of said 0.632 acre Zimmerman tract, a distance of 227.68 feet (227.87'), to a 1/2" iron rod found at the Southwest corner of said 0.632 acre Zimmerman tract, in the Northern boundary line of a tract of land, described as 76.22 acres, in a Special Warranty Deed dated March 12, 1997, from Vermeer Sales of Texas, Inc. to Carl Van Roekel, of record in Volume 737, Page 656, Real Property Records of Burnet County, Texas, and in a Last Will and Testament dated November 18, 2001, from Carl Wayne Van Roekel to Cynthia Anne Van Roekel, of record in Volume 1266, Page 72, Official Public Records of Burnet County, Texas, for the Southeast corner hereof;

THENCE S 77°51'54" W (S 78°00' W), with the Northern boundary line of said 76.22 acre Van Roekel tract, a distance of 49.79 feet (50'), to a 1/2" iron rod found in the West Right of Way line of Southland Drive, at the Southeast corner of a tract of land, described as Tract Two, a 0.58 acre tract, in a Warranty Deed dated January 13, 1996, from William Barrow and wife, Janice F. Barrow, to Alan W. Hicks and wife, Mary L. Hicks, of record in Volume 679, Page 451, Real Property Records of Burnet County, Texas, and the Southwest corner hereof;

THENCE N 12°03'35" W (N 12°00' W), with the West Right of Way line of Southland Drive, and the Eastern boundary line of said Hicks "Tract Two", a distance of 113.79 feet, to a 1/2" iron rod found for angle point hereof;

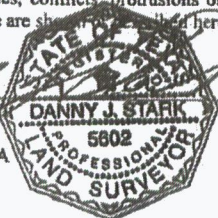
THENCE N 12°01'27" W (N 12°00' W), with the West Right of Way line of Southland Drive, and the Eastern boundary line of said Hicks "Tract Two", a distance of 114.02 feet, to a 1/2" iron rod in the South Right of Way line of Possum Trot, at the Northeast corner of said Hicks "Tract Two", tract, and the Northwest corner hereof;

THENCE N 78°00'58" E, with the South Right of Way line of Possum Trot, a distance of 49.96 feet (50'), to the POINT OF BEGINNING, and calculated to contain 0.261 acres.

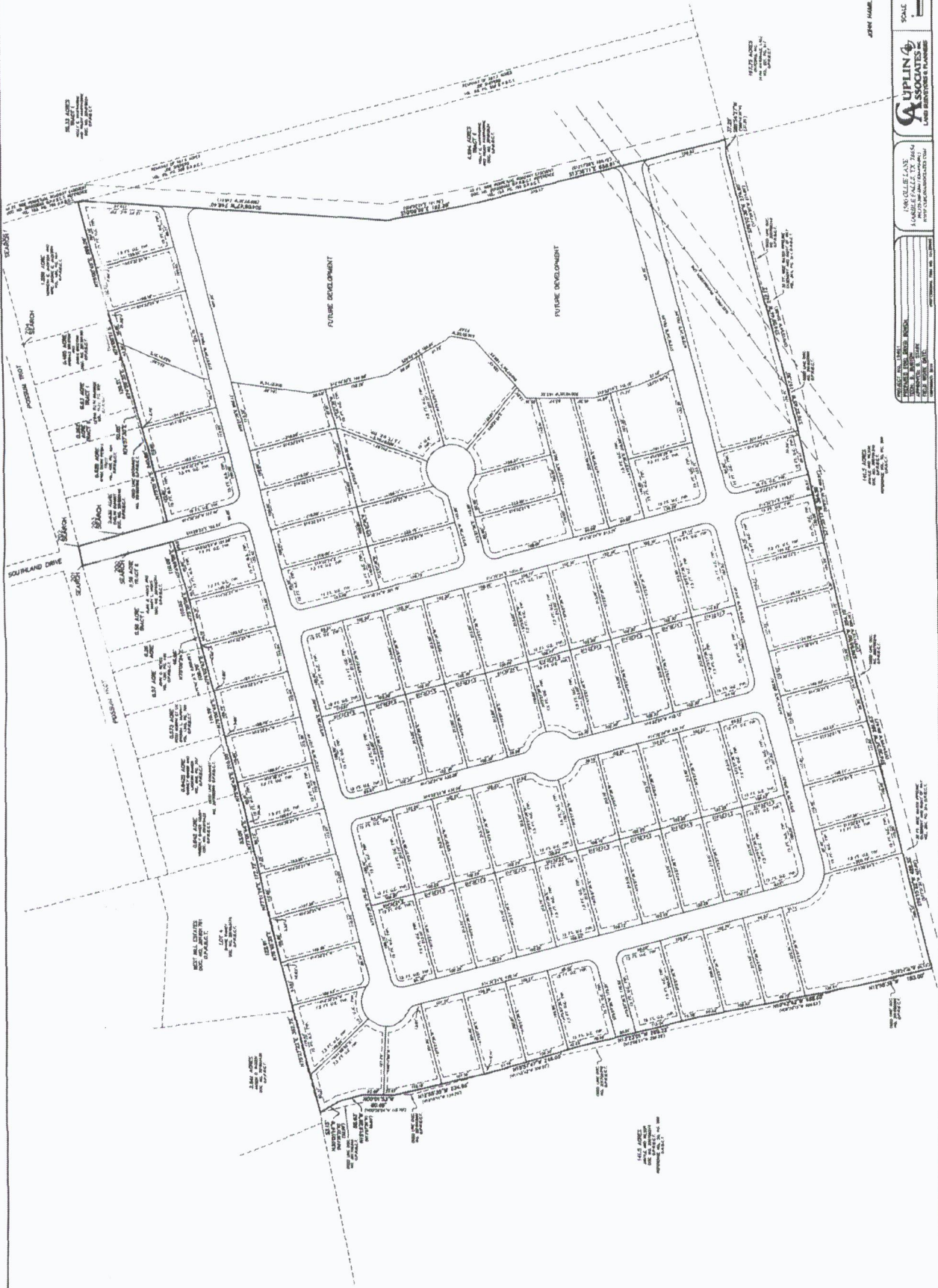
CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown on the plat hereon.

Danny J. Stark, R.P.L.S.
State of Texas No. 5602
Job No. B0405-0510-10A



ABSTRACT SURVEYING
650 Lyda Ranch Road, Bertram, TX 78605
Ph 512-756-4500/Fx 512-756-0730



HELIPAD OWNED BY THE CITY OF THE DISTRICT OF COLUMBIA
GENERAL PLANNING BOARD
SUBJECT: [Illegible]

SCALE: 1" = 100'
DATE: [Illegible]

AUPLIN ASSOCIATES
LAND DEVELOPMENT PLANNERS

1 OF 1 SHEET
NO. [Illegible]
DATE: [Illegible]

DATE: [Illegible]

HILLTOP ORCHARDS



Offering High Quality and Affordable Homes with the following features

- Manufactured, Modular, Site Built homes on Permanent Concrete Foundations
- Dedicated Park Land
- Dedicated Dog Park
- Ribbon Curbs & Sidewalks
- Doublewide Homes with front rocked skirting and Detached 2 Car Garage
- Minimum 1,200 sq. ft.
- Underground Water, Electric & High Speed Cable
- Covered Entry Way Deck





FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

4/20/2021 2:27:42 PM

FEE: \$78.00

202106364

AG