

**RESOLUTION NO. R2021-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AGREEMENT WITH DELAWARE SPRINGS RANCH INVESTMENTS LLC, RELATING TO THE DEVELOPMENT OF LAND WITHIN DELAWARE SPRINGS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY**

**Whereas**, Delaware Springs Ranch Investments LLC, is the owner of tracts 14, 15, 16, 17, 18, 23, 24, and 25 in Delaware Springs; and

**Whereas**, Delaware Springs Ranch Investments LLC, has 42 acres in Delaware Springs (part of Tract 1 and Tract 6) under contract with City; and

**Whereas**, Delaware Springs is located within an area under the purview of the Non-Point Source Pollution Control Ordinance which limits impervious cover to 15% of the total project area. Tract 24 is being developed into a 52-lot single family development; and Delaware Springs Ranch Investments LLC, has asked the City to dedicate a codified in Chapter 98, Article VIII of the City's Code of Ordinance 21.89-acre impervious cover easement on golf course property to allow impervious cover on Tract 24 to be increased above the NPS requirement; and

**Whereas**, in exchange Delaware Springs Ranch Investments LLC., agrees to the following

- Placing a greenbelt easement on tracts 14, 15, 16, 17, 18, 23, 24 and 25 that will provide a 25-foot wide vegetative buffer between those tracts and the golf course;
- Placing an aviation easement on tracts 24 and 25 for the benefit of the municipal airport; and
- Dedicating a one-acre lot (flood plain property) in Section 24 to the City.

**Whereas**, City Council has approved a 1.904 impervious cover restriction easement to the benefit of Delaware Springs Subdivision Section 19 Phase 1 (recorded in the Public Records of Burnet County, Texas, as Document No. 201306300) and a 5.87 impervious cover restriction easement to the benefit of Delaware Springs Subdivision Section 19 Phase 2 (recorded in the Public Records of Burnet County, Texas, as Document No. 201709613).

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

**Section one. The recitals.** The above stated recitals are incorporated herein for all purposes.

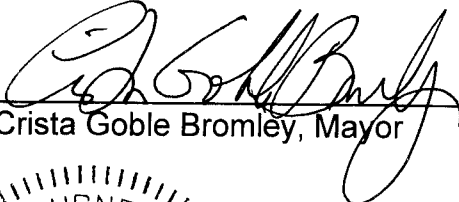
**Section two. Agreement Approved.** The Agreement with Delaware Springs Ranch Investments LLC, relating to the development of land within Delaware Springs and ancillary documents attached hereto are hereby approved.

**Section three. Authorization.** The mayor is hereby authorized to execute an Agreement with Delaware Springs Ranch Investments LLC, in substantial form as the attachment and to execute such other ancillary documents, and take such other action, as may reasonably be necessary to facilitate the purpose of this Resolution.

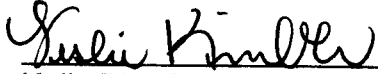
**Section four. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

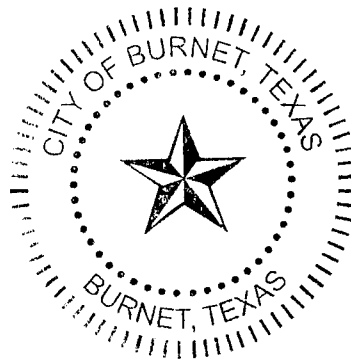
**PASSED AND APPROVED** to be effective this the 14<sup>th</sup> day of September, 2021.

**CITY OF BURNET**

  
Crista Goble Bromley, Mayor

**ATTEST:**

for   
Kelly Dix, City Secretary



STATE OF TEXAS

COUNTY OF BURNET

§  
§  
§

KNOW ALL BY THESE PRESENTS

AGREEMENT RELATING TO DELAWARE SPRINGS RANCH  
INVESTMENTS, LLC'S DEVELOPMENT OF DELAWARE SPRINGS  
SECTION 24

### I. Purpose

The purpose of this Agreement ("Agreement") is to provide a memorialization of the terms and conditions under which the City shall provide an Impervious Cover Easement for development of Delaware Springs Subdivision Section 24; and, the Developer shall dedicate Lot 1 of Delaware Springs Section 24 to the City, dedicate a Greenbelt Easement on that part of Developer's Land (herein defined) abutting the Municipal Golf Course, and dedicate an avigation easement on Developer's Land located near the municipal airport.

### II. The Parties.

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

**City of Burnet**, a home rule city organized under the Constitution of the State of Texas (sometimes hereafter referred to as "City") with mailing addresses as follows:

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

**Delaware Springs Ranch Investments, LLC**, a limited liability company formed in the state of Texas, (sometimes hereafter referred to as "Developer") with mailing addresses as follows:

%Jordan Shipley  
24 Smith Rd. Ste. 504  
Midland, Texas 79705-4475

### III. Background.

Delaware Springs is a master planned golf course community located off U.S. Hwy 281 and Oak Vista Drive. Delaware Springs Municipal Golf Course (hereinafter the "Golf Course") is an 18-hole championship golf course located within Delaware Springs and owned and operated by the City. The Burnet Municipal Airport is located immediately to the north of Delaware Springs. Delaware Springs is located within an area under the

Agreement Delaware Springs Section 24

purview of the Non-Point Source Pollution Control Ordinance codified in Chapter 98, Article VIII of the City's Code of Ordinance (the "NPS Ordinance").

In 2014, a Boundary Line Agreement was filed in the Public Records of Burnet County as Document No. 201401086. The purpose of the Boundary Line Agreement was to demarcate all boundaries between Delaware Springs and Delaware Springs Municipal Golf Course. A copy of the Boundary Line Agreement Boundary Map is attached hereto as **Exhibit "A."**

Subsequent to the recordation of the Boundary Line Agreement, Developer purchased tracts shown on the Boundary Line Agreement as follows:

- Tracts 14, 15, 16, 17, 18, 24 and 25 for single family development; and
- Tract 23 for commercial development.

(All of the land described in the two bullet points above may hereinafter be referred to as "Developer's Land.")

Additionally, Developer has under contract with the City the purchase of tracts shown on the Boundary Line Agreement as follows:

- undeveloped portions of Tract 1 for single family development; and
- Tract 6 to be developed as a single family lot or lots with minimum lot size of 5-acres.

(All land Developer has under contract with the City is addressed by separate agreement.)

Developer is subdividing Tract 24 as Delaware Springs Section 24, which will consist of 52 lots and a local street (50' ROW) totaling approximately 26.07 acres.

#### **IV. Impervious Cover Restriction Easement**

Pursuant to the NPS Ordinance impervious cover allowed within Delaware Springs Section 24 may not exceed 15% of its total area. Developer intends to exceed the allowable maximum impervious cover and has asked City to provide an Impervious Cover Restriction Easement prohibiting impervious cover on 21.89 acres within Tracts 1, 2, 3, 5, 13, 20 and 21 (the "Golf Course Property"). By City's grant of the Impervious Cover Restriction Easement Developer will be able to increase Delaware Springs Section 24 impervious cover, as contemplated in **Exhibit "B,"** (entitled "Impervious Cover Exhibit") and comply with the NPS Ordinance requirements.

In consideration of the public benefits that will be provided by the Greenbelt Easement, Avigation Easement and Dedication of Lot One described below, City hereby agrees to dedicate an "Impervious Cover Restriction Easement," in substantial form as **Exhibit "C."**

## V. Greenbelt Easement

The purpose of the Greenbelt Easement is to protect the Golf Course's aesthetics by imposing a twenty-five foot (25') wide greenbelt on all of Developer's Land that abuts the Golf Course Property.

In consideration of the benefit Developer shall receive by the Impervious Cover Restriction Easement Developer agrees to provide a Greenbelt Easement Agreement," in substantial form as **Exhibit "D."**

## VI. Avigation Easement

Developer's Land Tracts 23, 24 and 25 are located near the flight path of the Municipal Airport and, as additional consideration of the benefit Developer shall receive by the Impervious Cover Restriction Easement, Developer agrees to impose an Avigation Easement, in substantial form as **Exhibit "E,"** on Tracts 23, 24, and 25.

## VI. Dedication of Lot One

Delaware Springs Section 24 Lot 1 is located within the regulatory flood plain and contains no developable land. As additional consideration of the benefit Developer shall receive by the Impervious Cover Restriction Easement Developer agrees to provide to City a "Special Warranty Deed" in substantial form as **Exhibit "F."**

## VII. Plat Notes

The Parties agree that prior to submission of a final plat application for the subdivision of Developer's Land to the planning and zoning commission and/or city council, the applicant, in addition to those notes required by statute or ordinance, shall have place on the plat the plat notes as follows:

**Greenbelt Easement:** By instrument recorded in the Burnet County Public Records, as Instrument No. **INSERT NUMBER**, there is imposed on each lot abutting the golf course a 25-foot wide "Greenbelt Easement." The location of the easement is indicated on this plat. As noted in the easement instrument the purpose of the easement is to provide a greenbelt protecting the aesthetics of the golf course. Owners of said lots must obtain the City of Burnet's approval before making any improvements or land disturbances within the easement area. (This plat note shall be place on plats of any and all Developer's Land and this parenthetical language shall not be part of the note.)

**Impervious Cover Restriction Easement:** By instrument recorded in the Burnet County Public Records, as Instrument No. **INSERT NUMBER**, there is imposed on Burnet Golf Course property a 21.89-acre Impervious Cover Restriction Easement to the benefit of Lots shown on this plat. (This plat note shall be place on the plat of Delaware Springs Section 24 and this parenthetical language shall not be part of the note.)

**Avigation Easement:** By instrument recorded in the Burnet County Public Records, as Instrument No. **INSERT NUMBER**, there is imposed on each lot within the subdivision an Avigation Easement. (This plat note shall be place on all plats of tracts 23, 24 [a.k.a. "Delaware Springs Section 24"] and 25 and this parenthetical language shall not be part of the note.)

**Lot 1:** By instrument recorded in the Burnet County Public Records title and possession of Lot 1, as shown on this plat, is conveyed to the City of Burnet. (This plat note shall be placed on subdivision plat of Delaware Springs Section 24 and this parenthetical language shall not be part of the note.)

### VIII. Implementation of Agreed Terms

The execution of the terms and conditions stated in Articles IV, V, VI and VII above shall be accomplished as follows:

- (A) *Delivery of Greenbelt Easement, Avigation Easement and Special Warranty Deed.* Within 10 days of the effective date, but before the final plat application for Section 24 is presented to city council for approval, the Developer shall deliver to City a fully executed Greenbelt Easement, Avigation Easement, and Special Warranty Deed in substantial form as **Exhibits "D," "E," and "F"** respectively, with all exhibits reference therein attached thereto. At deliver the instruments must be suitable for recordation in the Public Records of Burnet County, save and except blank spaces may be left, to be filled before recording by City, in the **Impervious Cover Restriction Easement** as shown on **Exhibit "D"**; and the Special Warranty Deed instrument as shown on **Exhibit "F."** After City's recordation of the Impervious Cover Restriction Easement, City may record the Greenbelt Easement and Avigation Easement, instruments in the Public Records of Burnet County. After the recordation of the Plat of Delaware Springs Section 24, City may record the Special Warranty Deed with the plat recordation language included.
- (B) *Recordation of the Impervious Cover Restriction Easement.* Within three business days after receipt of the aforementioned recordable Greenbelt Easement, Avigation Easement and Special Warranty Deed City shall have the Impervious Cover Restriction Easement recorded in the Public Records of Burnet County.
- (C) *Plat notes.* Developer shall cause the plat notes described in Article VII, above, be placed on subdivision plats before submission of the plats to the planning and zoning commission and/or city council for final approval.

### IX. Miscellaneous

- (A) *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.

- (B) *Applicable Law.* This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Burnet County, Texas.
- (C) *Consideration.* The Parties acknowledge and agree the mutual covenants and promises contain herein provide legally sufficient consideration to make this Agreement a binding contract.
- (D) *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.
- (E) *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.
- (F) *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": Boundary Map.
  - Exhibit "B": Impervious Cover Exhibit.
  - Exhibit "C": Impervious Cover Restriction Easement.
  - Exhibit "D": Greenbelt Easement.
  - Exhibit "E": Avigation Easement.
  - Exhibit "F": Special Warranty Deed.
- (D) *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.
- (E) *No Joint Venture.* Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.
- (F) *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.

not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a clause or provision be added to this Agreement which is legal, valid and enforceability and is as similar as possible to the clause or provision found to be illegal, invalid or unenforceable. .

(H) *Sovereign Immunity.* The Parties agree that nothing in this Agreement shall be determined to waive the City's sovereign immunity.

To be effective as of the 14 day of September, 2021.

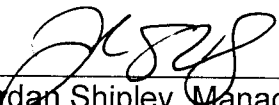
**City**  
**City of Burnet**

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

**Attest:**

By: \_\_\_\_\_  
Kelly Dix, City Secretary

**Developer**  
**Delaware Springs Ranch Investments, LLC**

By:  \_\_\_\_\_  
Jordan Shipley, Manager

The remainder of this page intentionally remains blank with Exhibits "A" through "F" to follow.

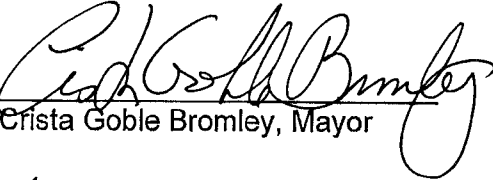


(G) *Severability.* In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a clause or provision be added to this Agreement which is legal, valid and enforceability and is as similar as possible to the clause or provision found to be illegal, invalid or unenforceable. .

(H) *Sovereign Immunity.* The Parties agree that nothing in this Agreement shall be determined to waive the City's sovereign immunity.

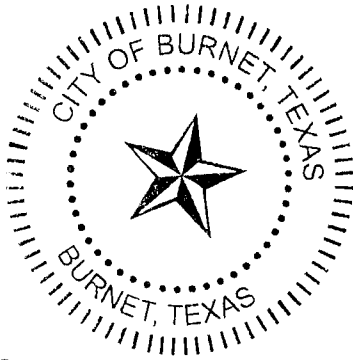
To be effective as of the 14 day of September, 2021.

**City  
City of Burnet**

By:   
Crista Gobie Bromley, Mayor

**Attest:**

By:   
for Kelly Dix, City Secretary



**Developer  
Delaware Springs Ranch Investments, LLC**

By: \_\_\_\_\_  
Jordan Shipley, Manager

The remainder of this page intentionally remains blank with Exhibits "A" through "F" to follow.

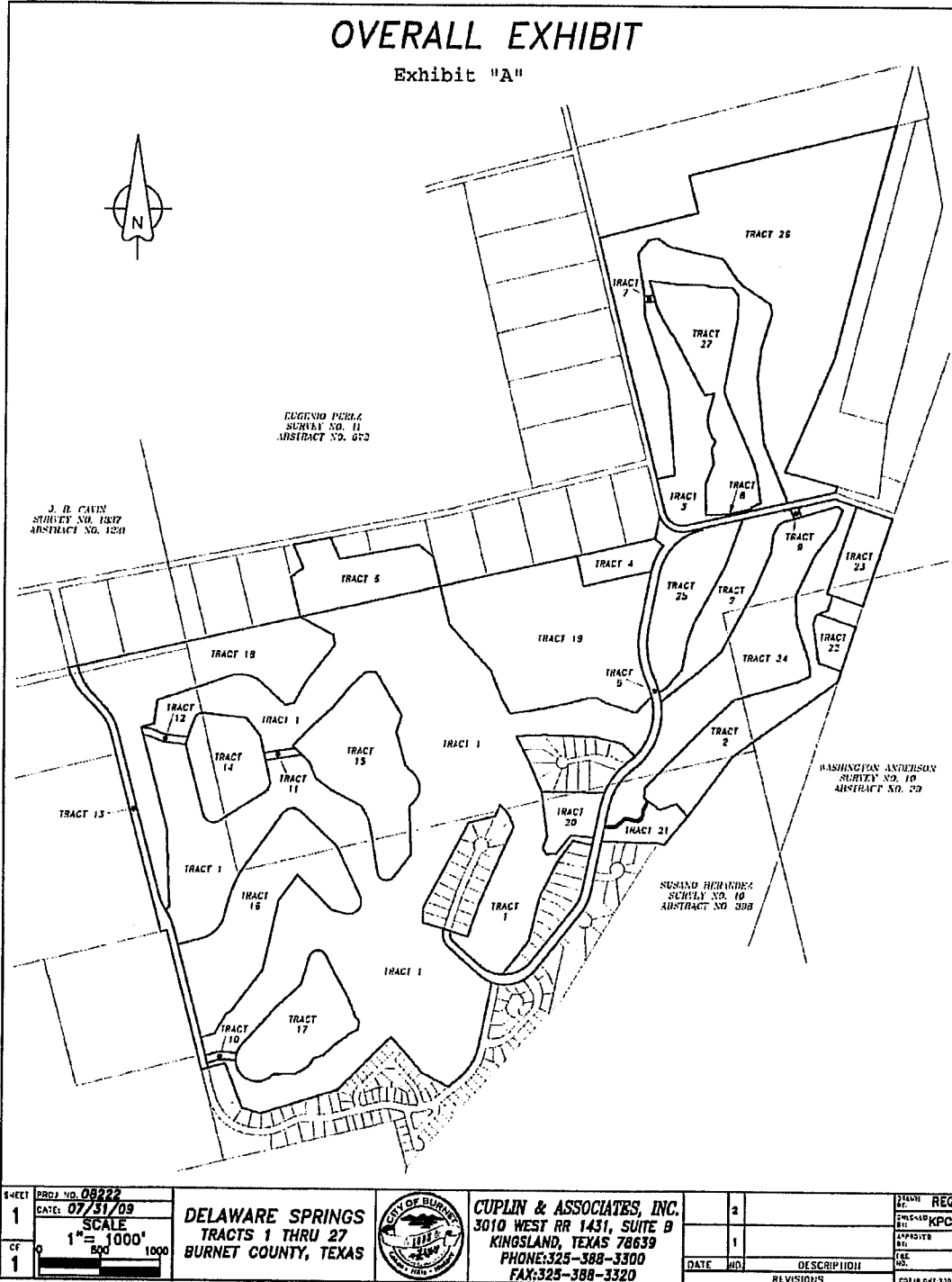
Exhibit "A": Boundary Map.



Agreement Delaware Springs Section 24

Exhibit "B": Impervious Cover Exhibit.

IMPERVIOUS COVER RESTRICTION EASEMENT



Agreement Delaware Springs Section 24

Exhibit "C": Impervious Cover Restriction Easement.



IMPERVIOUS COVER RESTRICTION EASEMENT

**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.**

**IMPERVIOUS COVER RESTRICTION EASEMENT**

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

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**KNOW ALL BY THESE PRESENTS:**

The City of Burnet, Texas, a home rule municipality incorporated under the laws of the state of Texas ("Grantor") hereby dedicates an "Impervious Cover Restriction Easement" as described in the Attached Exhibit "A" to the public. The purpose of this dedication is to attain performance standards required by the Non-Point Source Pollution Control Ordinance codified in Chapter 98, Article VIII of the City's Code of Ordinance (the "NPS Ordinance") on adjacent land to be developed as Delaware Springs Subdivision, Section 24 (the "the **Dominant Estate Property**") by Delaware Springs Ranch Investments, LLC (the "Grantee"). The Impervious Cover Easement on the Burdened Estate Property is described as follows:

An Impervious Cover Restriction Easement of 21.89 acres shall be reserved within the that part of Tract 1 not described in that certain Release of Easement recorded in the Burnet County Records as Document No. 202113504 and all of Tracts 2, 3, 5, 13, 20 and 21 as shown in Exhibit "A" attached hereto for all purposes, to which reference is hereby made for a more particular description of said property.

**Easement Purpose and Restrictions** No impervious cover shall be installed within said acreage of the Burdened Estate Property that would cause the impervious cover within the Dominant Estate Property to exceed (15%) total when combined with the easement area. This easement may, upon mutual agreement of the Grantor and LCRA, its successors or assigns, be modified, amended, supplemented, or vacated if the Grantor, or Grantee, achieves compliance for those portions of the Benefited Estate Property, for which this easement was dedicated, with the NPS Ordinance in another approved manner. The purpose of this this instrument is to place restrictions on the use of the Burdened Estate Property for the benefit of the Dominant Estate Property and gives Grantee no affirmative right to occupy the Burdened Estate Property.

**Consideration:** The sum of TEN AND NO/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**Reservation from Conveyance:** None

**Exceptions to Warranty:** None

**Grant of Easement:** Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells and conveys

IMPERVIOUS COVER RESTRICTION EASEMENT

to Grantee 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. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee 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.

IN WITNESS WHEREOF, this instrument, is executed pursuant to the authority granted by City of Burnet, Texas City Council Resolution No. 2021-46 and is effective as of this the 14 day of September, 2021.

City of Burnet


  
\_\_\_\_\_  
David Vaughn, City Manager

THE STATE OF TEXAS §

COUNTY OF BURNET §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David Vaughn 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.

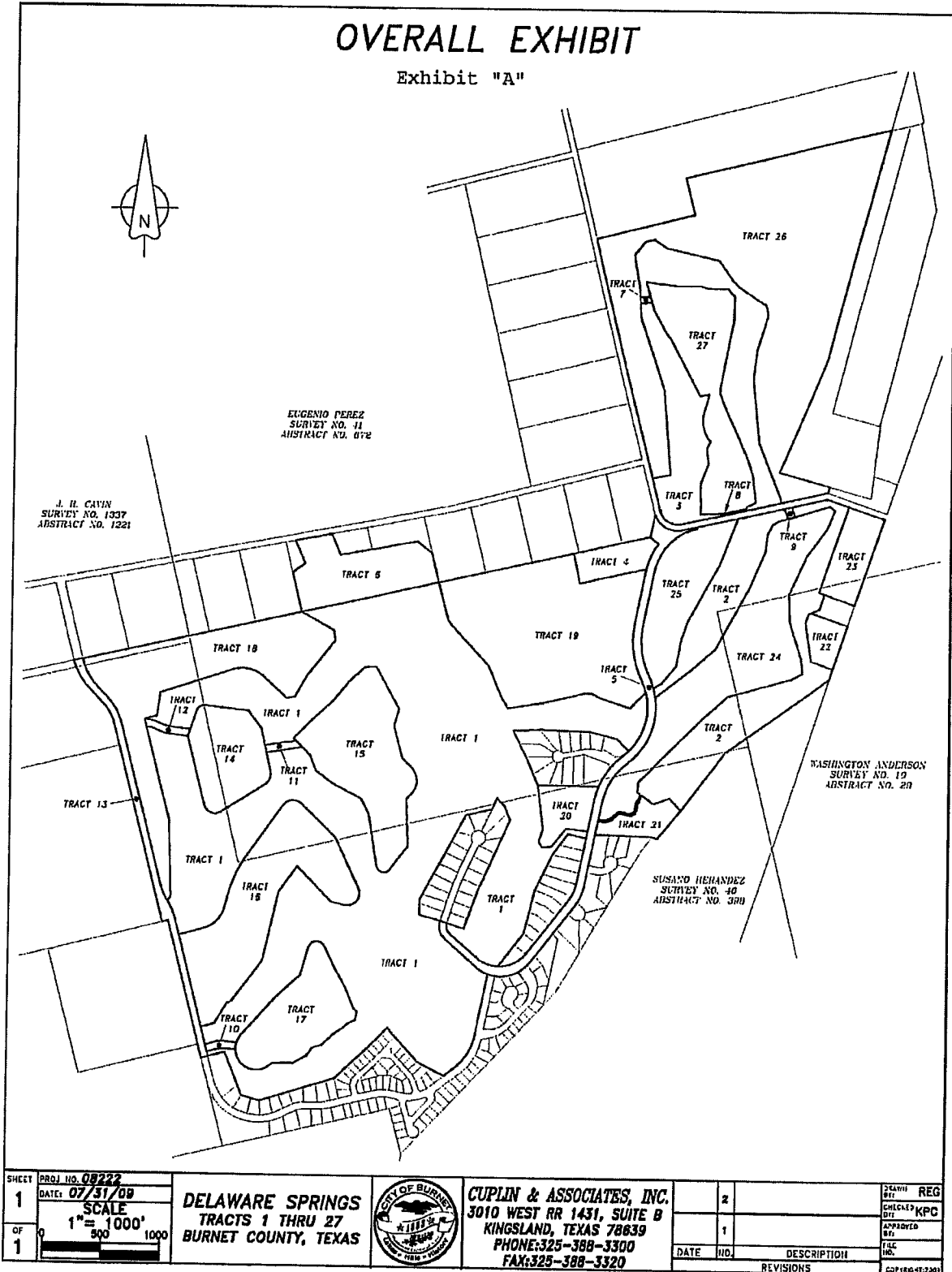
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of September, 2021.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas





# Exhibit: Impervious cover restriction easement



SHEET	PROJ. NO. 08222
1	DATE: 07/31/09
OF	SCALE
1	1" = 1000'
	500 1000

**DELAWARE SPRINGS**  
TRACTS 1 THRU 27  
BURNET COUNTY, TEXAS



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

DATE	NO.	DESCRIPTION	REG
	2		KPC
	1		
REVISIONS			FILE NO.
			CDP (R04) 473201



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Janet Parker*

Janet Parker, County Clerk

Burnet County Texas

9/22/2021 3:12:00 PM

FEE: \$34.00

202115965

ESMT

Agreement Delaware Springs Section 24

Exhibit "D": Greenbelt Easement.



**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.**

**GREENBELT EASEMENT**

**STATE OF TEXAS**

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**COUNTY OF BURNET**

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**KNOW ALL BY THESE PRESENTS**

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**Date:** September 14, 2021

**Grantors:** Delaware Springs Ranch Investments, LLC

**Grantor's Mailing Address:** 24 Smith Rd. Ste. 504, Midland, Texas 79705-4475

**Grantee:** City of Burnet

**Grantee's Mailing Address:** P.O. Box 1369, Burnet, Texas 78611

**Easement Property:** All that certain lot, tract, piece, or parcel of land, abutting the Burnet Municipal Golf Course and lying and being situated in the County of Burnet, State of Texas, described by hashmarks in the Exhibits attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property as follows:

- Exhibit "A" Tract 14:** 25' wide easement;
- Exhibit "B" Tract 15:** 25' wide easement;
- Exhibit "C" Tract 16:** 25 wide easement;
- Exhibit "D" Tract 17:** 25' wide easement;
- Exhibit "E" Tract 18:** 25' wide easement;
- Exhibit "F" Tract 23:** 25' wide easement;
- Exhibit "G" Tract 24:** 25' wide easement; and
- Exhibit "H" Tract 25:** 25' wide easement.

**Easement Purpose:** For the establishment, conservation and protection of open space.

**Consideration:** The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations the receipt and sufficiency of which are acknowledged by Grantor.

**Reservations from Conveyance:** None.

**Exceptions to Warranty:** All matters of record or apparent on the ground.

Greenbelt easement

**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, 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.

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

1. *Transfer of Easement.* The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable.
2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance by the City of Burnet.
3. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns have the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, and the Easement Property is kept open and free of obstructions, including but not limited to buildings, fences, structures or other obstructions upon the Easement Property.
4. *Maintenance of Easement Property.* Maintenance of the Easement Property will be at the sole expense of Grantor and Grantor's successors and assigns, except that Grantee has the right to maintain the Easement Property at its sole discretion. Grantee has the right to eliminate any encroachments into the Easement Property.
5. *Use of Easement Property.* The Easement shall be used solely for the Easement Purpose and for the construction of structures and/or facilities necessary for meeting the Lower Colorado River Authority Highland lakes Watershed Ordinance and the City of Burnet storm water detention requirements.
6. *Equitable Rights of Enforcement; Liability.* This Easement may be enforced by the City of Burnet, Texas, 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.

Greenbelt easement

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
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 Burnet County.
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 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. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *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.
15. *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

Greenbelt easement

reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

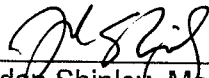
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

Remainder of page intentionally blank and signature page follows.

Greenbelt easement

IN WITNESS WHEREOF, this instrument, is effective as of the date first stated above.

**Grantor**  
**Delaware Springs Ranch**  
**Investments, LLC**


By:   
Jordan Shipley, Manager

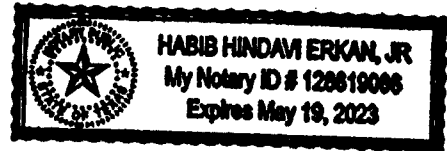
THE STATE OF TEXAS §

COUNTY OF BURNET §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jordan Shipley known to me to 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of September, 2021.

  
Notary Public in and for the State of Texas



**Accepted**  
**City of Burnet**

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

THE STATE OF TEXAS §

COUNTY OF BURNET §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, known to me to 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of Texas



Greenbelt easement

IN WITNESS WHEREOF, this instrument, is effective as of the date first stated above.

**Grantor**  
**Delaware Springs Ranch**  
**Investments, LLC**

By: \_\_\_\_\_  
Jordan Shipley, Manager

THE STATE OF TEXAS §

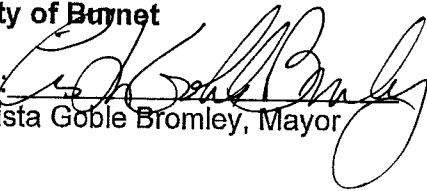
COUNTY OF BURNET §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jordan Shipley known to me to 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Accepted**  
**City of Burnet**

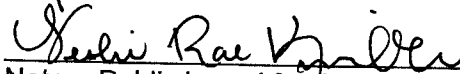
By:   
Crista Goble Bromley, Mayor

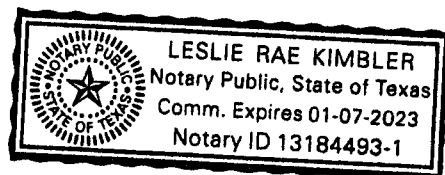
THE STATE OF TEXAS §

COUNTY OF BURNET §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, known to me to 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of September, 2021.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



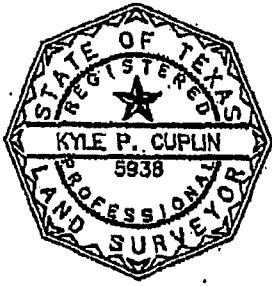
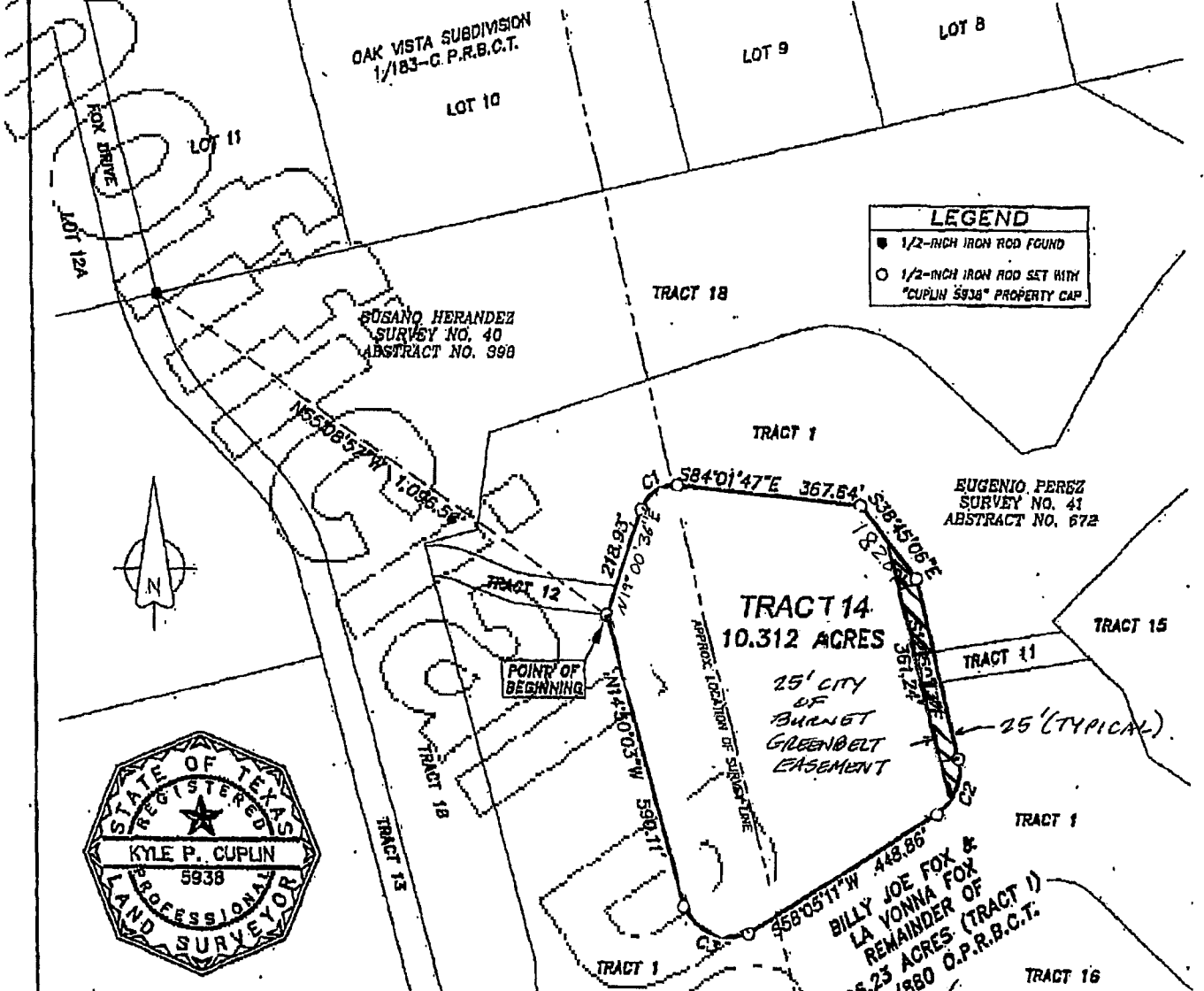
Greenbelt Easement

**EXHIBIT A  
TRACT 14**

# BOUNDARY SURVEY

8/19/09

**LEGAL DESCRIPTION:** BEING A 10.312 ACRE TRACT OF LAND (TRACT NO. 14), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398, BOTH OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 665.23 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 10.312 ACRES (TRACT NO. 14) 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	75.00'	92.85'	87.03'	N58°48'36"E	70°55'57"
C2	100.00'	123.48'	115.78'	S22°38'28"W	70°44'42"
C3	100.00'	151.61'	137.50'	N67°58'24"W	86°51'50"

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. 08222	<b>BOUNDARY SURVEY</b>	<b>BILLY JOE FOX</b>	<b>CUPLIN &amp; ASSOCIATES, D.C.</b>	2	DATE	REG
3	DATE: 07/31/09	TRACT NO. 14		3010 WEST RR 1431, SUITE B	1	NOV	KPO
	SCALE 1" = 300'	10.312 ACRES		KINGSLAND, TEXAS 78639			
				PHONE: 325-388-3300			
				FAX: 325-388-3320			

Greenbelt Easement

**EXHIBIT B**  
**TRACT 15**



Greenbelt Easement

EXHIBIT C  
TRACT 16

# BOUNDARY SURVEY

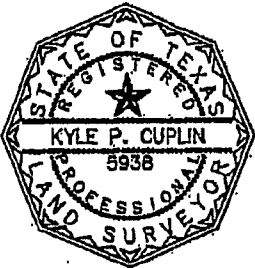
8/19/21  
TS

**LEGAL DESCRIPTION:** BEING A 23.196 ACRE TRACT OF LAND (TRACT NO. 16), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398, BOTH 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 23.196 ACRES (TRACT NO. 16) 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	280.00'	281.72'	268.73'	N43°34'10"E	65°01'23"
C2	990.00'	378.94'	378.63'	N23°32'14"E	21°55'51"
C3	108.87'	191.92'	167.15'	S87°26'03"W	102°53'27"
C4	100.00'	225.18'	180.63'	S38°45'38"W	129°01'02"

LINE	BEARING	DISTANCE
L1	N75°12'19"E	212.27'
L2	N16°13'25"E	48.53'
L3	N76°43'41"W	123.69'
L4	S38°53'19"W	280.01'
L5	S83°26'41"W	40.86'
L6	S31°42'00"W	191.63'
L7	S74°53'42"W	118.34'
L8	S14°50'54"E	250.73'

LEGEND	
●	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.

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

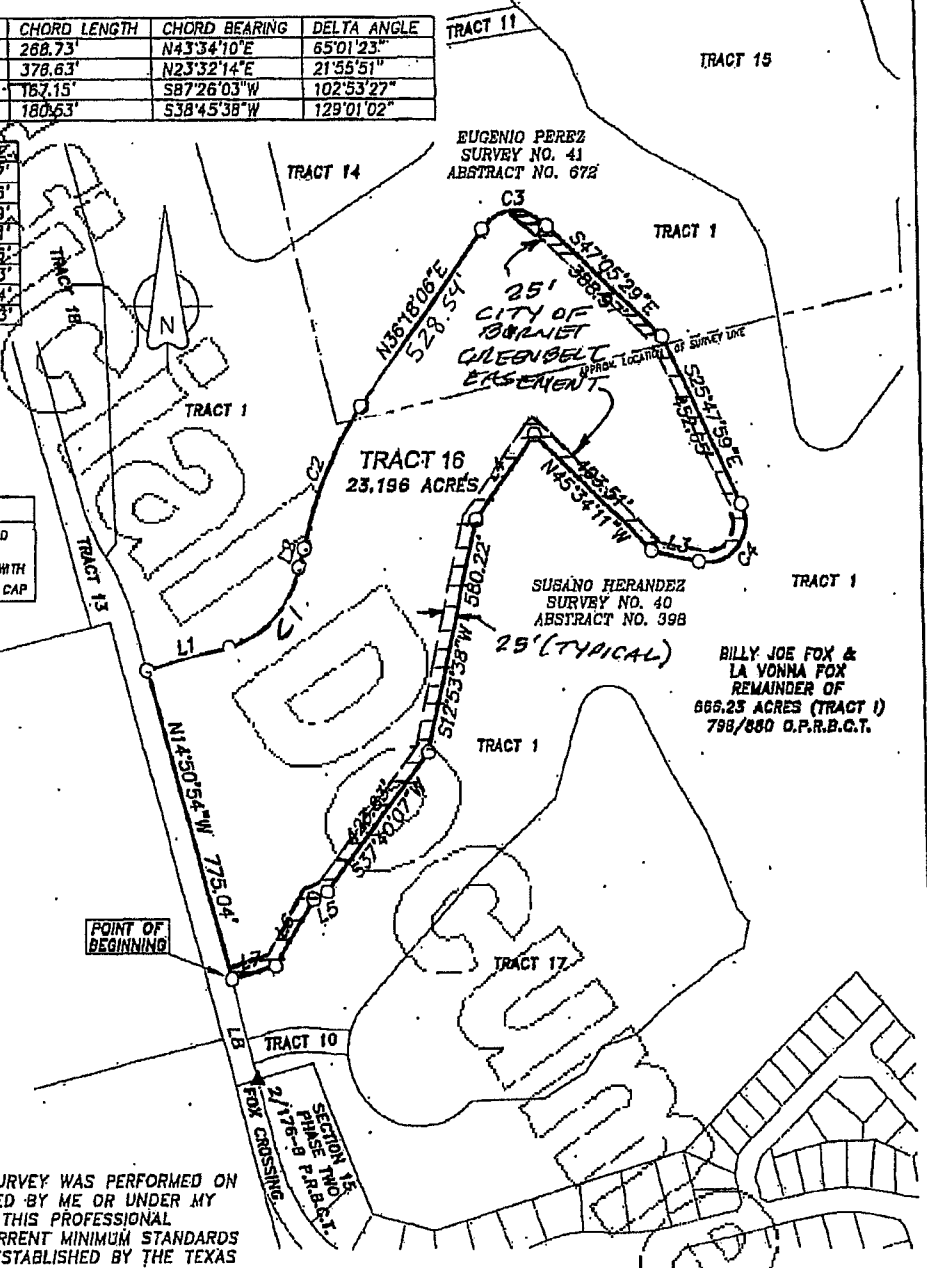


Exhibit "E"

TEXAS COORDINATE SYSTEM CENTRAL ZONE

SHEET <b>3</b>	PROJ. NO. <b>08222</b>	<b>BOUNDARY SURVEY</b> TRACT NO. 16 23.196 ACRES	<b>BILLY JOE FOX</b>	<b>CUPLIN &amp; ASSOCIATES, INC.</b> 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	2	DATE	NO.	DESCRIPTION	REVISIONS
	DATE					NO.	DESCRIPTION	REVISIONS	
OF <b>3</b>	SCALE 1" = 400'								

Greenbelt Easement

EXHIBIT D  
TRACT 17





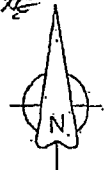
Greenbelt Easement

**EXHIBIT E**  
**TRACT 18**

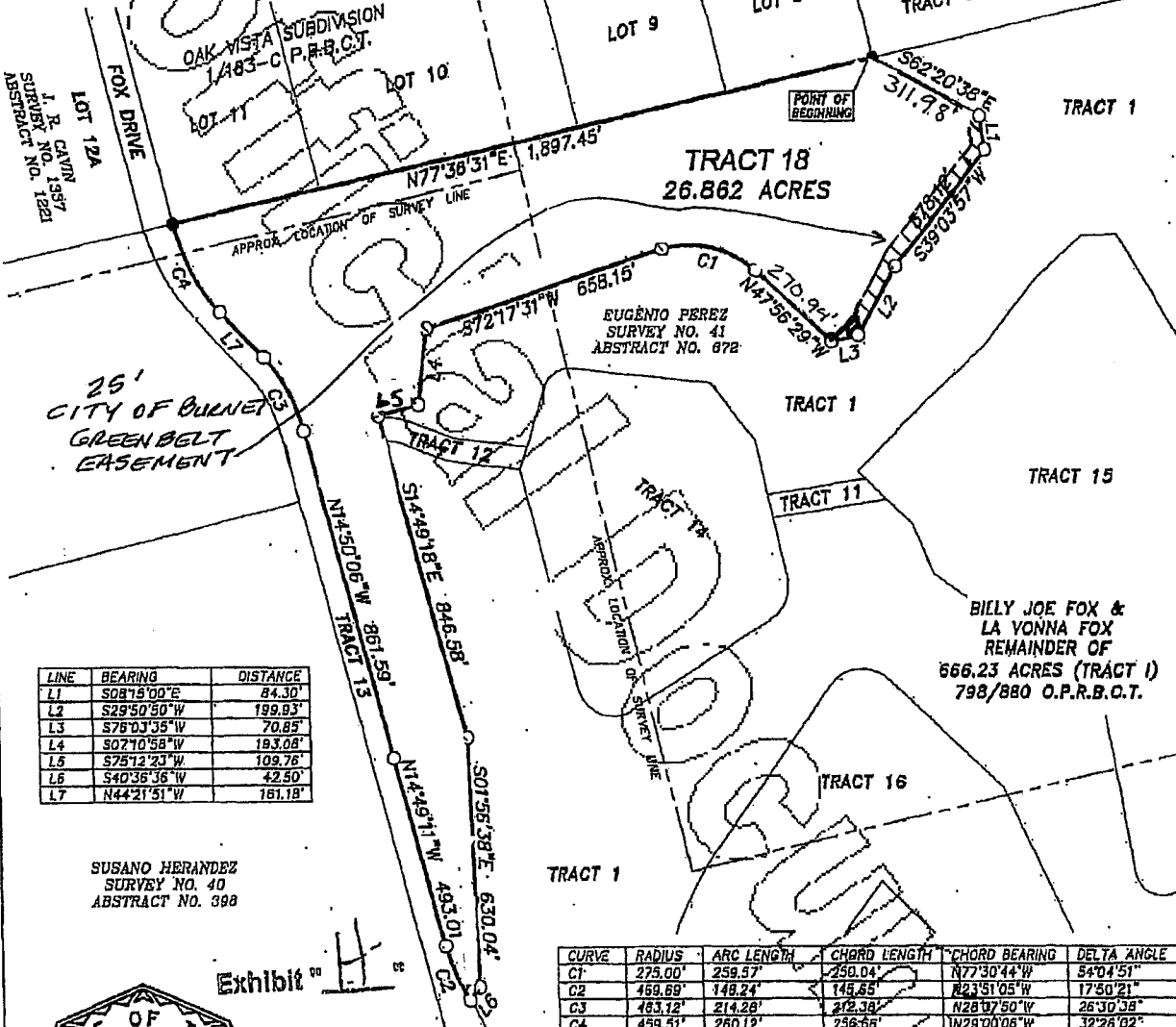
# BOUNDARY SURVEY

8/13/09

LEGAL DESCRIPTION: BEING A 26.862 ACRE TRACT OF LAND (TRACT 18), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398 AND THE J. R. CAVIN SURVEY NO. 1337, ABSTRACT NO. 1221, 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 YONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 26.862 ACRES. (TRACT 18) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.



TEXAS COORDINATE SYSTEM CENTRAL ZONE

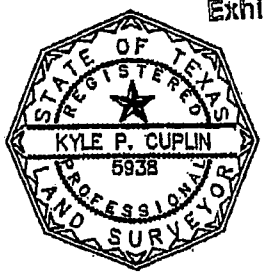


LINE	BEARING	DISTANCE
L1	S08°19'00\"E	84.30'
L2	S29°50'50\"W	199.93'
L3	S78°03'35\"W	70.85'
L4	S07°10'58\"W	193.08'
L5	S75°12'23\"W	109.78'
L6	S40°36'36\"W	42.50'
L7	N44°21'31\"W	161.18'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	279.00'	259.57'	250.04'	N77°30'44\"W	54°04'51\"
C2	459.69'	148.24'	145.65'	N23°51'05\"W	17°50'21\"
C3	463.72'	214.28'	212.38'	N28°07'50\"W	26°30'38\"
C4	459.51'	260.12'	258.66'	N29°00'06\"W	32°26'02\"

SUSANO HERANDEZ  
SURVEY NO. 40  
ABSTRACT NO. 398

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



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.

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

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

SHEET 3	PROJ. NO. 08222	BOUNDARY SURVEY TRACT 18 26.862 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	DRAWN BY REG
	DATE: 07/31/09					ENCODED BY RPPC
OF 3	SCALE 1" = 400'				1	APPROVED BY TLC
						FILE NO.
					DATE	DESCRIPTION
						REVISIONS

Greenbelt Easement

EXHIBIT F  
TRACT 23



Greenbelt Easement

**EXHIBIT G**  
**TRACT 24**



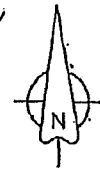
Greenbelt Easement

**EXHIBIT H**  
**TRACT 25**



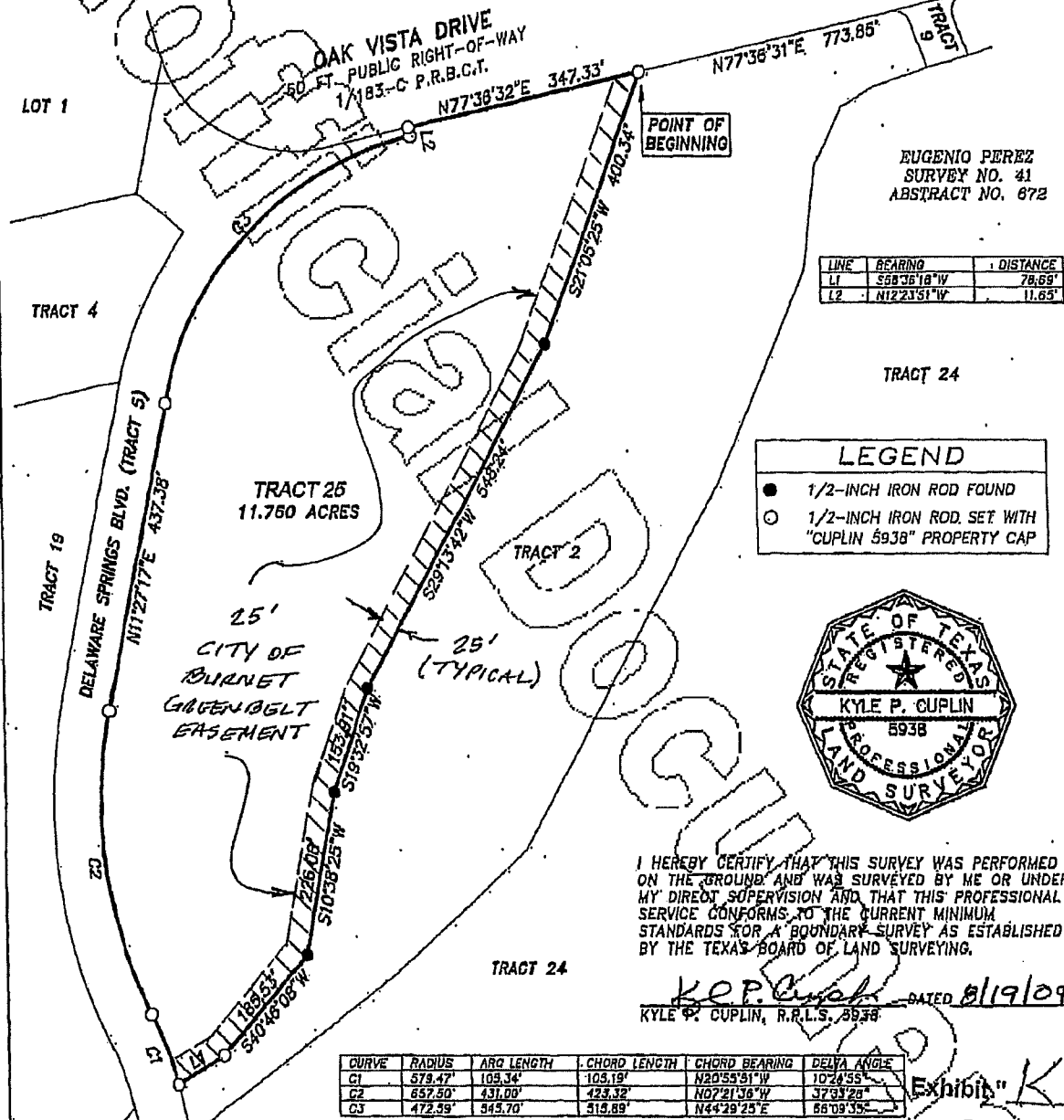
# BOUNDARY SURVEY

8/19/21  
T/E



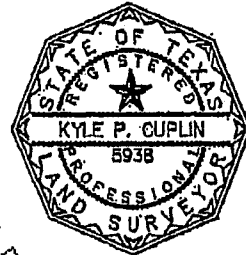
LEGAL DESCRIPTION: BEING A 11.760 ACRE TRACT OF LAND (TRACT 25), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 872, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 868.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 788, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 11.760 ACRES (TRACT 25) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

TEXAS COORDINATE SYSTEM CENTRAL ZONE



LINE	BEARING	DISTANCE
L1	S88°36'18"W	78.69'
L2	N12°23'51"W	11.65'

LEGEND	
●	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 8/19/21  
KYLE P. CUPLIN, R.R.L.S. 5938

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	579.47'	109.34'	105.19'	N20°55'31"W	102°4'55"
C2	657.50'	431.00'	423.32'	N07°21'36"W	37°33'28"
C3	472.39'	343.70'	315.89'	N44°29'25"E	86°09'35"

SHEET <b>3</b>	PROJ. NO. 08222
	DATE: 07/31/09
	SCALE 1" = 200' 100' 200'

**BOUNDARY SURVEY**  
**TRACT 25**  
**11.760 ACRES**

PREPARED FOR:  
**BILLY JOE FOX.**

**CUPLIN & ASSOCIATES, INC.**  
3010 WEST RR 1431, SUITE B  
KINGSLAND, TEXAS 78839  
PHONE: 325-388-3300  
FAX: 325-388-3320

DATE	NO.	DESCRIPTION

DRAWN BY	REG
CHECKED BY	KPC
DATE	



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Janet Parker*

Janet Parker, County Clerk

Burnet County Texas

9/22/2021 3:12:00 PM

FEE: \$110.00

202115966

ESMT

Agreement Delaware Springs Section 24

Exhibit "E": Avigation Easement.



Avigation Easement

**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.**

**AVIGATION EASEMENT**

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

WHEREAS, Delaware Springs Ranch Investments, LLC, a Texas limited liability company whether one or more, are the legal owners in fee of property described in that certain Boundary Agreement recorded in the Public Records of Burnet County, Texas, as Document Number 201401086 and being more particularly described as follows:

Approximately **5.348 acres** being described in the aforementioned Boundary Agreement as **Tract 23** and more specifically described in the metes and bounds attached hereto as **Exhibit A** and the survey attached hereto as **Exhibit B**; and

Approximately **25.954 acres** being described in the aforementioned Boundary Agreement as **Tract 24** and more specifically described in the metes and bounds attached hereto as **Exhibit C** and the survey attached hereto as **Exhibit D**; and

Approximately **11.760 acres** being described in the aforementioned Boundary Agreement as **Tract 25** and more specifically described in the metes and bounds attached hereto as **Exhibit E** and the survey attached hereto as **Exhibit F**.

NOW THEREFORE, in consideration of the total sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell and convey unto the **City of Burnet, Texas**, hereinafter referred to as Grantee, its successors and assigns, for the use and benefit of the public, as easement and right of way, appurtenant to the **Burnet Municipal Airport** (a.k.a. Kate Craddock Field), hereinafter referred to as Airport, for the unobstructed use and passage of all types of aircraft whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air by whomsoever owned or operated, in and through the air space above Grantors property.

Said easement shall be appurtenant to and for the benefit of the Airport, including any additions thereto wherever located, hereafter made by Grantee or its successors and

Avigation Easement

assigns, guests, and invites, including any and all persons, firms or corporations operating aircraft to or from the Airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to, the right to cause in all air space above or in the vicinity of the surface of Grantors property such noise, vibrations, flume, deposits or dust or other particulate matter; fuel particles (which are incidental to the normal operation of said aircraft), fear interference with sleep and communication, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantors property or in landing at or taking off from, or operating at or in said Airport; and Grantors do hereby fully waive remise and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Airport.

The easement and right of way hereby granted includes the continuing right of Grantee to prevent the erection or growth upon Grantors property of any buildings structure, tree or other object extending into the air space above thirty feet (30'); and to remove from said air space, or at the sole option of Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors property, together with the right of ingress and egress over Grantors remaining property for the above purpose.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto Grantee, its successors and assigns, until said Airport shall be abandoned and shall cease to be used for the consideration herein above set forth, the Grantors for themselves, their heirs, administrators, executors, successors and assigns, do hereby agree that for and during the life of said easement and right of way, Grantors will not hereafter erect, permit the erection or growth of; or permit or suffer to remain upon Grantors property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantors property in such a manner as to create electrical interference with radio communications between any installation upon said Airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantors land that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the Airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantors further waive all damages and claims for damages caused or alleged to be caused by or incidental to such activities and public purposes.

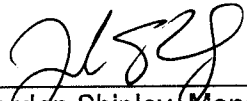
Signature page to follow.

Avigation Easement

IN WITNESS WHEREOF Grantors have set their hands and seals this 14<sup>th</sup>  
day of September, 2021

**GRANTOR:**

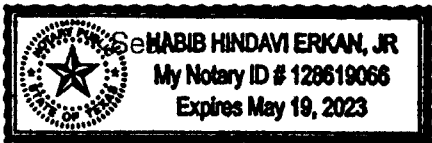
Delaware Springs Ranch Investments, LLC  
A limited liability company formed under the  
laws of the state of Texas.

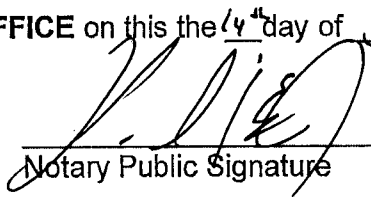
By:   
Jordan Shipley, Manager

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 Jordan Shipley, of Delaware Springs Ranch Investments, 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 14<sup>th</sup> day of September, 2021.



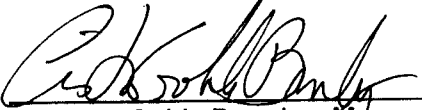
  
Notary Public Signature

Grantee's acceptance signature page to follow.

Avigation Easement

**GRANTEE:**

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

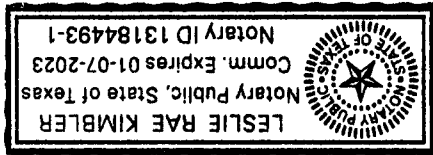
By:   
Crista Goble Bromley, Mayor

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 14<sup>th</sup> day of September, 2021.

Seal



  
Notary Public Signature

Avigation easement

## **Exhibit A**

Metes and bounds (Approximately **5.348 acres** being described in the Boundary Agreement as **Tract 23**)



**METES AND BOUNDS DESCRIPTION OF  
TRACT 23 (5.348 ACRES)**

FIELD NOTES TO DESCRIBE A 5.348 ACRE TRACT OF LAND (TRACT 23), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, BOTH 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 5.348 ACRES (TRACT 23) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod found, along the west right-of-way line of US Highway No. 281, a variable width public right-of-way, for the southeast corner 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 (P.R.B.C.T.), the northeast corner of said 666.23 acres and the northeast corner hereof;

**THENCE** South 18°41'36" West, along the west right-of-way line of said US Highway No. 281 and an easterly line of said 666.23 acres, a distance of 745.03 feet, to a ½-inch iron rod found, for the northeast 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. and the southeast corner hereof;

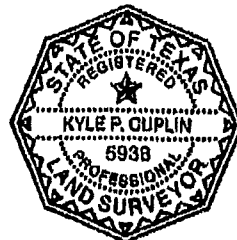
**THENCE** North 71°21'01" West, over and across said 666.23 acres, along a northerly line of said 1.142 acres, passing at a distance of 267.61 feet, a ½-inch iron rod found, for the northwest corner of said 1.142 acres and an easterly corner of Tract 2, and continuing along said Tract 2, for a total distance of 316.94 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for the southwest corner hereof;

**THENCE** North 19°20'23" East, over and across said 666.23 acres, along said Tract 2, a distance of 744.70 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, along a southerly line of said Oak Vista Drive and a northerly line of said 666.23 acres, for the northwest corner hereof;

**THENCE** South 71°25'17" East, along a southerly line of said Oak Vista Drive and a northerly line of said 666.23 acres, a distance of 308.54 feet, to the **POINT OF BEGINNING**, containing 5.348 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



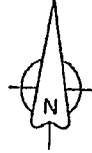
Avigation easement

## **Exhibit B**

Survey (Approximately **5.348 acres** being described in the Boundary Agreement as **Tract 23**)

# BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 5.348 ACRE TRACT OF LAND (TRACT 23), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 872 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, BOTH 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 5.348 ACRES (TRACT 23) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.



TEXAS COORDINATE SYSTEM CENTRAL ZONE

EUGENIO PEREZ  
SURVEY NO. 41  
ABSTRACT NO. 672

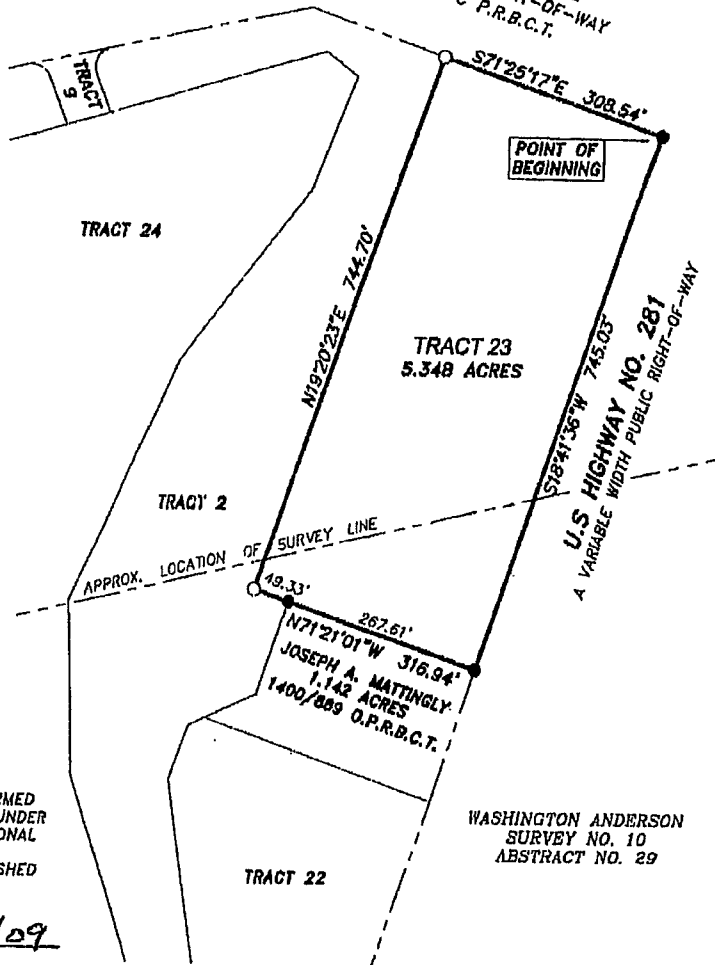
OAK VISTA DRIVE  
50 FT. PUBLIC RIGHT-OF-WAY  
1/185-C P.R.B.C.T.

LEGEND	
●	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.U.S. 5938



SHEET <b>2</b>	PROJ. NO. <b>08222</b>	BOUNDARY SURVEY TRACT 23 5.348 ACRES	PREPARED FOR:	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	DATE	NO.	DESCRIPTION	CLIENT REG
	DATE: <b>07/31/09</b>		<b>BILLY JOE FOX</b>					1
DT	SCALE 1" = 200'							FILED
<b>2</b>								NO.
REVISIONS								COMPILED

Avigation easement

## **Exhibit C**

Metes and bounds (Approximately **25.954 acres** being described in the Boundary Agreement as **Tract 24**)

**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°32'31" 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;

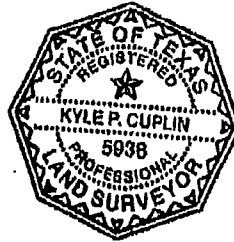
**THENCE** over and across said 666.23 acres, along said Tract 2, the following courses and distances:

- 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



Avigation easement

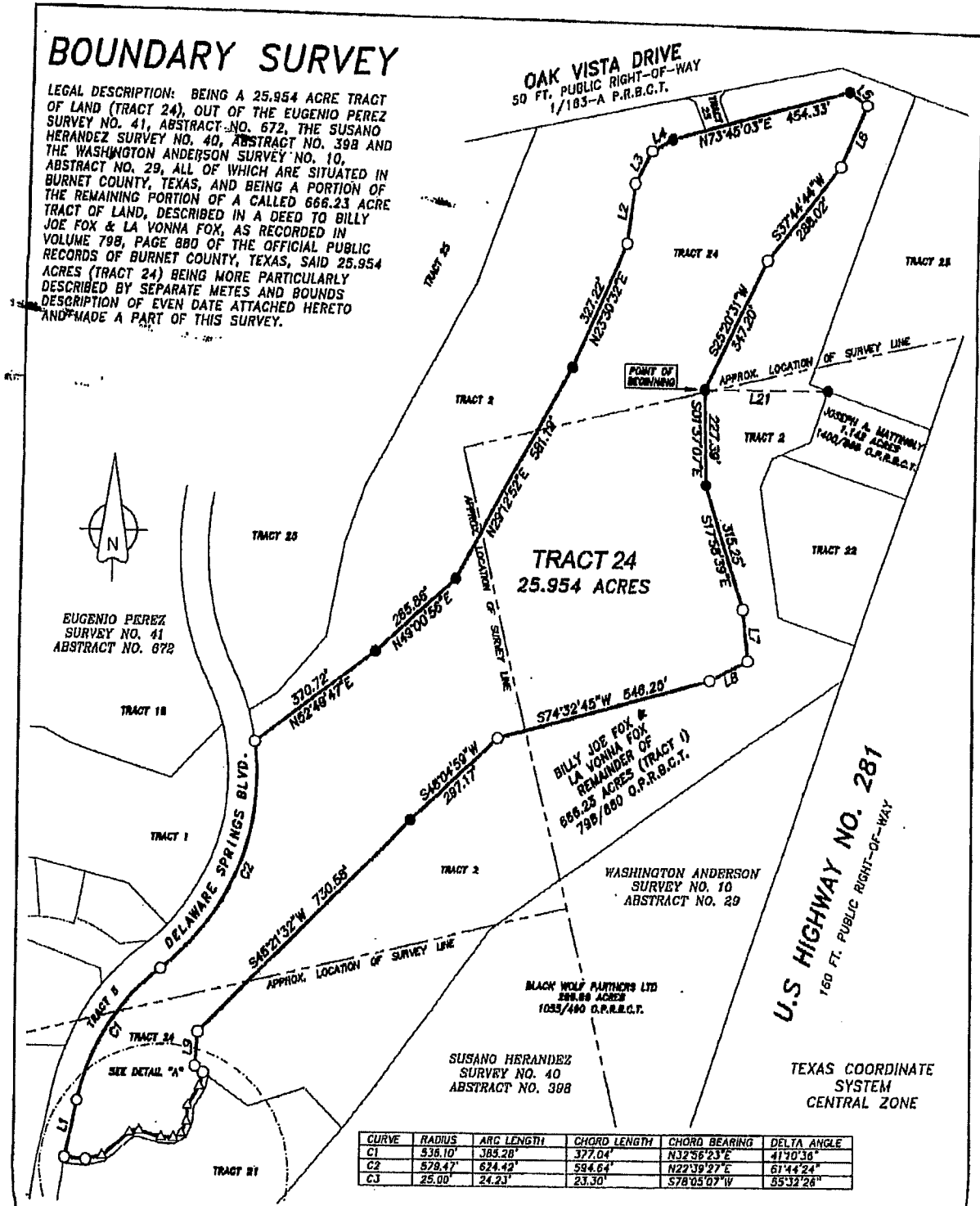
## **Exhibit D**

Survey (Approximately **25.954 acres** being described in the Boundary Agreement as **Tract 24**)



# 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 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 & 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.



PROJECT NO. 07/31/08  
 DATE: 07/31/08  
 SCALE  
 1" = 300'  
 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

DATE	NO.	DESCRIPTION
	1	
	2	
REVISIONS		

REG  
 CHECKED  
 DRAWN  
 DATE  
 COMMENTS

Avigation easement

## **Exhibit E**

**Metes and bounds (Approximately 11.760 acres being described in the Boundary Agreement as Tract 25)**

**METES AND BOUNDS DESCRIPTION OF  
TRACT 25 (11.760 ACRES)**

**FIELD NOTES TO DESCRIBE AN 11.760 ACRE TRACT OF LAND (TRACT 25), 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 (O.P.R.B.C.T.), SAID 11.760 ACRES (TRACT 25) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/4-inch iron rod set with "CUPLIN 5938" property cap, along the south right-of-way line of Oak Vista Drive, a 50-foot public right-of-way, according to the plat recorded in Cabinet 1, Slide 183C of the Plat Records of Burnet County, Texas (P.R.B.C.T.), and a northerly line of said 666.23 acres, for a northwest corner of Tract 2 and the northeast corner hereof, from which a PK nail found, along the south right-of-way line of said Oak Vista Drive and a northerly line of said 666.23 acres, bears North 77°36'31" East, a distance of 773.85 feet;

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

- 1) South 21°05'25" West, a distance of 400.34 feet, to a 1/4-inch iron rod found, for an angle hereof;
- 2) South 29°13'42" West, a distance of 548.24 feet, to a 1/4-inch iron rod found, for an angle hereof;
- 3) South 19°32'57" West, a distance of 153.91 feet, to a 1/4-inch iron rod found, for an angle hereof;
- 4) South 10°38'25" West, a distance of 226.06 feet, to a 1/4-inch iron rod found, for an angle hereof;
- 5) South 40°46'08" West, a distance of 185.53 feet, to a 1/4-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) South 58°36'18" West (L1), a distance of 78.69 feet, to a 1/4-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., at the beginning of a non-tangent curve to the left;

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

- 1) Along said curve to the left (C1), having an arc length of 105.34 feet, a radius of 579.47 feet, and a chord bearing North 20°55'51" West, a distance of 105.19 feet, to a 1/4-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a reverse curve to the right;
- 2) Along said curve to the right (C2), having an arc length of 431.00 feet, a radius of 657.50 feet, and a chord bearing North 07°21'36" West, a distance of 423.32 feet, to a 1/4-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 3) North 11°27'17" East, a distance of 437.38 feet, to a 1/4-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a curve to the right;
- 4) Along said curve to the right (C3), having an arc length of 545.70 feet, a radius of 472.59 feet, and a chord bearing North 44°29'25" East, a distance of 515.89 feet, to a 1/4-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;

Avigation easement

## **Exhibit F**

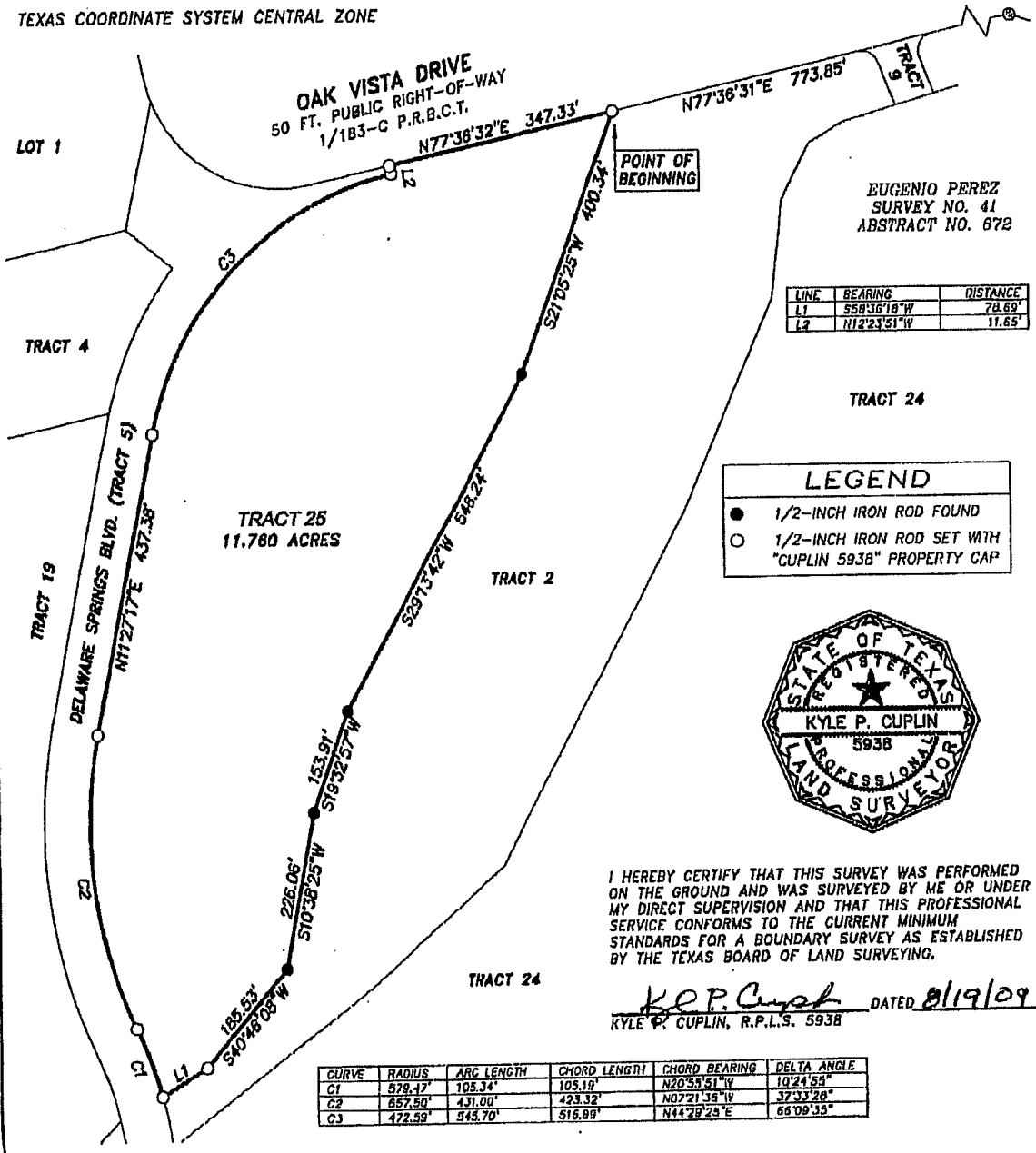
Survey (Approximately **11.760 acres** being described in the  
Boundary Agreement as **Tract 25**)

# BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 11.760 ACRE TRACT OF LAND (TRACT 25), 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 79B, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 11.760 ACRES (TRACT 25) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

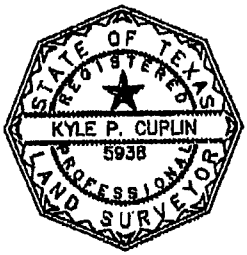


TEXAS COORDINATE SYSTEM CENTRAL ZONE



LINE	BEARING	DISTANCE
L1	S58°36'18"W	78.69'
L2	N12°23'31"W	11.65'

LEGEND	
●	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

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	878.47'	105.34'	105.19'	N20°55'51"W	10°24'58"
C2	657.90'	431.00'	423.32'	N07°21'38"W	37°33'28"
C3	472.99'	343.70'	316.89'	N44°28'23"E	66°09'35"

SHEET	PROJ. NO. 08322	<b>BOUNDARY SURVEY</b> <b>TRACT 25</b> <b>11.760 ACRES</b>	PREPARED FOR: <b>BILLY JOE FOX</b>	<b>CUPLIN &amp; ASSOCIATES, INC.</b> 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	DATE	NO.	DESCRIPTION	REVISED BY	REG.
	DATE: 07/31/09 SCALE: 1" = 200' OF 3				8/19/09 1 REVISIONS	KPC FILE NO.	KPC		



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Janet Parker*

Janet Parker, County Clerk

Burnet County Texas

9/22/2021 3:12:00 PM

FEE: \$94.00

202115967

ESMT



Delaware Springs Section 24 Drainage Easement

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.

### Drainage and Easement

THE STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BURNET

§

§

Effective Date: September 14, 2021

Grantor: Delaware Springs Ranch Investments, LLC

Grantor's Mailing Address: %Jordan Shipley, 24 Smith Rd Ste 504  
Midland, Midland County, Texas 79705-4475

Grantee: City of Burnet, Texas

Grantee's Mailing Address: PO Box 1369, 1001 Buchanan Drive, Suite 4  
Burnet, Burnet County, TX 78611

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

PROPERTY:

Being a 2.65 acre tract of land out of Delaware Springs Tract 24, as described in that certain boundary agreement recorded as Document 201401086, and said Property being more particularly described by metes and bounds in Exhibit "A" attached hereto.

**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 any and all desired stormwater drainage 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 conveyance, impoundment, or diversion of stormwater, 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

Delaware Springs Section 24 Drainage Easement

**PROPERTY** as long as such use does not interfere with **GRANTEE's** use of the **PROPERTY** for the purposes provided for herein. **GRANTEE** shall have the right to eliminate any encroachments into the **PROPERTY** that interfere with **GRANTEE's** use of the **PROPERTY** as a Drainage 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.



Delaware Springs Section 24 Drainage Easement  
To be effective the date first set out above.

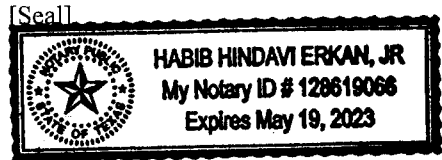
**GRANTOR:**

Delaware Springs Ranch Investments, LLC  
A limited liability company formed under the laws of the state  
of Texas.

By: *Jordan Shipley*  
Jordan Shipley, Manager

STATE OF TEXAS                   §  
  §  
COUNTY OF BURNET       §

This instrument was acknowledged before me on this 14<sup>th</sup> day of September, 2021 by Jordan Shipley in his  
capacity as manager of Delaware Springs Ranch Investments, LLC.



*H. Erkan*  
NOTARY PUBLIC, STATE OF TEXAS

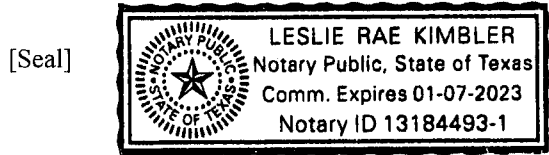
**ACCEPTED:**

City of Burnet a Texas municipal corporation.

By: *David Vaughn*  
David Vaughn, City Manager

STATE OF TEXAS                   §  
  §  
COUNTY OF BURNET       §

This instrument was acknowledged before me on this 14<sup>th</sup> day of September, 2021 by David Vaughn in his  
capacity as city manager of the City of Burnet.



*Leslie Rae Kimbler*  
NOTARY PUBLIC, STATE OF TEXAS

Exhibit A: Legal description of 2.64 acre easement.

FIELD NOTE DESCRIPTION FOR A 2.65 ACRE TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 2.65 ACRE TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY, No. 41, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THE REMAINING 666.23 ACRE TRACT, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS INVESTMENTS, LLC, RECORDED IN DOCUMENT No. 202002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, lying in the east right-of-way line of Delaware Springs Boulevard, a public road, common with a southwest line of a 25.95 acre tract, known as Tract 24, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC, recorded in Document No. 202002970 of the Official Public Records of Burnet County, Texas, at the point-of-curvature of a curve to the right;

THENCE, along said curve to the right, an arc length of 34.00 feet, said curve having a radius of 579.47 feet, a chord which bears South 35°51'54" East, for a distance of 34.00 feet, to a calculated point, at the point-of-tangency of said curve to the right, marking the POINT OF BEGINNING, for the northeast corner of this tract;

THENCE, South 11°54'53" East, through and across said 25.95 acre tract, along the northeast line of this tract, a distance of 205.85 feet, to a calculated point, in the northwest line of a tract of land known as Hole 8 of the Delaware Springs Golf Course, conveyed by Warranty Deed to the City of Burnet, recorded in Volume 558, Page 690 of the Official Public Records of Burnet County, Texas, common with the east line of said Tract 24, for a northeast corner of this tract;

THENCE, along said northwest line of Hole 8 of Delaware Springs Golf Course and a 3.13 acre tract of land conveyed by Special Warranty Deed to City of Burnet, recorded in Document No. 201303510 of the Official Public Records of Burnet County, Texas, common with the east line of this tract, the following fourteen (14) courses and distances:

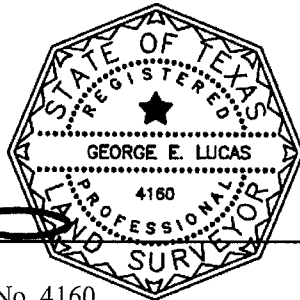
- 1) South 45°21'32" West, a distance of 85.06 feet, to a 1/2" iron rod found, for an angle corner of this tract;
- 2) South 04°21'37" West, a distance of 81.64 feet, to a 1/2" iron rod found, for an angle corner of this tract;
- 3) South 53°34'13" East, a distance of 24.66 feet, to a 1/2" iron rod found, for the east corner of this tract;
- 4) South 13°43'08" West, a distance of 34.47 feet, to a 1/2" iron rod found, for an angle corner of this tract;
- 5) South 30°43'06" West, a distance of 54.29 feet, to a 1/2" iron rod found, for an angle corner of this tract;
- 6) South 03°56'01" West, a distance of 39.99 feet, to a 1/2" iron rod found, for an angle corner of this tract;
- 7) South 23°48'52" West, a distance of 31.60 feet, to a 1/2" iron rod found, for the southeast corner of this tract;

- 8) South 61°32'08" West, a distance of 23.28 feet, to a 1/2" iron rod found, for an angle corner of this tract;
- 9) North 88°40'25" West, a distance of 31.79 feet, to a 1/2" iron rod found, for an angle corner of this tract;
- 10) North 74°24'45" West, a distance of 56.67 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, for an angle corner of this tract;
- 11) Along said curve to the left, an arc length of 24.24 feet, said curve having a radius of 25.00 feet, a chord which bears South 78°05'07" West, for a distance of 23.30 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve to the left, for the northeast corner of this tract;
- 12) South 49°49'52" West, a distance of 88.52 feet, to a 1/2" iron rod found, for an angle corner of this tract;
- 13) South 77°24'20" West, a distance of 42.28 feet, to a 1/2" iron rod found, for an angle corner of this tract, and;
- 14) North 85°43'02" West, a distance of 56.21 feet, to a 1/2" iron rod found, lying in the east right-of-way line for said Delaware Springs Boulevard, marking the southwest corner of said Tract 24, common for the northwest corner of said 3.13 acre tract, for the southwest corner of this tract;

THENCE, along said east right-of-way line of Delaware Springs Boulevard, common with the northwest line of this tract, the following two (2) courses and distance:

- 1) North 12°20'05" East, a distance of 142.27 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the right, for an angle corner of this tract, and;
- 2) Along said curve to the right, an arc length of 385.34 feet, said curve having a radius of 534.24 feet, a chord which bears North 32°56'23" East, for a distance of 377.04 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve to the right, common with a 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 161.63 feet, said curve having a radius of 579.47 feet, a chord which bears North 45°32'13" East, for a distance of 161.63 feet, to the POINT OF BEGINNING, at the point-of-tangency of said curve to the left, containing 2.65 acres of land, more or less.



George E. Lucas  
 Registered Professional Land Surveyor No. 4160  
 Celco Surveying, Firm Registration No. 10193975  
 2205 Stonecrest Path  
 New Braunfels, Texas 78130  
 Date: September 17, 2021



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Janet Parker*

Janet Parker, County Clerk

Burnet County Texas

9/22/2021 3:12:00 PM

FEE: \$46.00

202115968

ESMT

Delaware Springs Section 24 Drainage Easement

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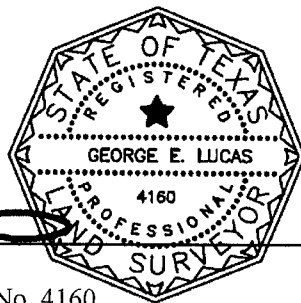
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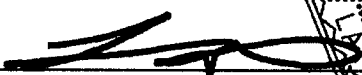
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