



Hays County Commissioners Court

Date: 02/11/2025

Requested By:

Marcus Pacheco

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to authorize the execution of a Development Agreement for the Crockett Canyon Estates Condominiums between Hays County and Lang Family Ranches LP. **SMITH/PACHECO**

Summary

The Crockett Canyon Estates Condominiums consists of approximately 28 single-family units across 39.07 acres of land. The execution of this agreement will ensure the project is allowed to move forward with current development regulations and fees while allowing Hays County to adopt reasonable timelines and standards for approval of all phases.

Attachments

Crockett Canyon Estates Development Agreement

**DEVELOPMENT AGREEMENT FOR
CROCKETT CANYON ESTATES CONDOMINIUMS**

This Development Agreement for Crockett Canyon Estates Condominiums (this "Agreement") is entered into as of the 11th day of February, 2025 (the "Effective Date") by and among Hays County, Texas, a political subdivision of the State of Texas (the "County") and Lang Family Ranches LP., a Texas limited partnership ("Declarant" and/or "Lang"). The County and Declarant are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

- A. Declarant intends to record a condominium declaration, as permitted by Chapter 82 of the Texas Property Code (the "Declaration") in the property located in Hays County, Texas, as more particularly described on Attachment 1 attached hereto (the "Property"). The Declaration will establish the Crockett Canyon Estates Condominiums (the "Regime").
- B. The Declaration requires creation of a Texas nonprofit corporation as the homeowners' association formed to administer the Regime (the "Association").
- C. It is the intention of the Parties that this Development Agreement would provide an exemption from subdivision platting, providing an opportunity for the developer to utilize a condominium plat under Chapter 82 of the Texas Property Code, but otherwise not requiring the County to grant variances to its Development Regulations.
- D. Declarant and the County wish to enter into this Agreement to provide an alternative to the County's typical regulatory process for development to promote orderly development; to allow greater flexibility and creativity in the design of this development; to stimulate economic activity in the County; and to include other lawful terms and considerations that the parties deem appropriate.
- E. Declarant, and assigns, agree to, at the time of permitting, provide a copy of the recorded dedicatory instrument being restrictive covenants, bylaws, rules, regulations, or other instrument governing the establishing, maintenance, or operations to the County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, Declarant and the County hereby agree as follows:

- 1. Regime Defined. The Regime is anticipated to consist of common elements ("Common Elements") and initially approximately twenty-eight (28) individual single-family condominium units (individually, a "Unit", and collectively, the "Units"), generally in the configuration shown on Attachment 2 (the "Condominium Plat").
- 2. Number of Units. The maximum number of Units permitted in the Regime is thirty-

five (35). Accordingly, Declarant is permitted to create up to seven (7) additional units (additional units, from the approximately twenty-eight (28) discussed above, within the Regime) within the Regime by adding land to the Regime and reconfiguring the Units and/or Common Elements; provided, however, each Unit in the Regime must be at least one ("1") acre in size. If Declarant elects to create additional Units within the Regime, this Agreement shall be amended or supplemented in accordance with Section 7 to include an updated Condominium Plat, showing the reconfigured Units and Common Elements as well as a letter from the applicable water service provider demonstrating adequate capacity to serve additional units. The updated Condominium Plat shall be delivered to County (Development Services) pursuant to Section 7, below. The Declaration will restrict the Units to single-family residential use.

3. Development Standards. Streets, driveways, sidewalks, drainage, erosion controls, water and wastewater lines and facilities, and all other infrastructure within the Property to be constructed by Declarant will be constructed in accordance with applicable law, including without limitation, the Hays County Fire Code, and the Hays County Development Regulations, and any other applicable regulatory development standards. Without limiting the generality of the foregoing sentence, Declarant hereby agrees as follows:
 - i. Roadways and Drainage. Drainage improvements and any public and/or private roadways shall comply with the Hays County Specification for Roadway Design, Paving, and Drainage Improvements, as set forth in Chapters 721 and 725 of the Hays County Development Regulations, and may, without obligation, include design elements that exceed such requirements. Drainage improvements, stormwater facilities, and other improvements shall be constructed in conjunction with roadway improvements. A portion of the Property is located within a designated 100-year flood plain as delineated on the Flood Insurance Rate Map Panel No. 48209C0130F, with an effective date of September 5, 2005, as prepared by the Federal Emergency Management Agency. The Parties recognize that, prior to the construction of residences or other structures on Units within the Property, Unit owners will be required to seek and obtain a flood plain permit from Hays County.
 - ii. Private Driveways. The Regime is anticipated to include private drives (whether one or more, the "Private Drive") providing access to and from the Units and/or Common Elements and the public right-of-way. Any Private Drive will be maintained by the Unit owner(s) and/or the Association and in no event will any Private Drive be dedicated to or maintained by the County. All driveways shall be in compliance with Chapter 721 of the Hays County Development Regulations. Declarant agrees that it will need to obtain a driveway permit for any access from the development onto a County maintained roadway. Although it is not anticipated that Declarant will need to obtain a driveway permit for a driveway onto a roadway maintained by the State of Texas. Declarant agrees that Hays County has no authority to grant driveway

permits onto roadways maintained by the State of Texas, which is the responsibility of the Texas Department of Transportation ("TXDOT"). The Private Drive shall be constructed in accordance with the design specifications, as set forth in Chapters 721 of the Hays County Development Regulations. Primary access to the Regime will be provided from the right-of-way known as Davy Crockett Drive, as shown on the Condominium Plat. In the event Declarant elects to create additional Units pursuant to Section 2 of this Agreement, and creation of the additional Units will require secondary access to the Regime to comply with applicable law, Declarant shall provide for secondary access to the Regime in accordance with applicable law and this Agreement, in addition to delivering the modified Condominium Plat to County (Development Services) pursuant to Section 7 below.

- iii. Water Service. Water service to the Property will be provided by the West Travis County Public Utility Agency and its successors. Letters from this entity indicating that it will serve water to the Condominium Regime which shall include service to the maximum number of Units allowable under this Agreement and such letter(s) shall be provided to the County by Declarant. Notwithstanding anything in this Section 3 (11) to the contrary, and until West Travis County Public Utility Agency and its successors is able to provide water service to all Units shown on the Condominium Plat, Declarant may install and construct no more than four (4) domestic wells and utilize one (1) existing domestic well, and each well may serve one or more Units not to exceed five (5) Units, but at all times, no more than 5 single-family residences are authorized under this Agreement to be serviced by groundwater on the Property. Installation of any well permitted by this Agreement is subject to compliance with applicable regulations pertaining thereto, including those promulgated by a groundwater conservation district, if applicable. In addition, Declarant will provide written notice to the County as to the Unit or Units served by one or more wells prior to conveying such Unit(s) to a third-party. Should the Declarant connect any units to a well, Declarant agrees to follow Chapter 715 of the Hays County Development Regulations, any other applicable statutes, or regulations and submit a Water Service Plan to the County and any other jurisdiction requiring review. Such notice will identify the Unit by notation on the Condominium Plat. In addition, there is a 4" water line at the Property which is available for water service from West Travis County Public Utility Agency. That 4" water line may serve up to two (2) Units (limited to one single-family residence on each Unit) subject to the approval of West Travis County Public Utility Agency. Declarant will provide written notice to the County as to the Unit or Units served by the 4" water line prior to conveying such Unit(s) to a third-party. If one or more Units are served by the existing 4" water line, the acreage included within the boundary of the Unit(s) so served will be reduced for the purpose of calculating the number of wells permitted hereunder, with the number of wells permitted being no more one (1) well for each six (6) acres of Property shown on the Condominium Plat, less the number of acres within each Unit served by the existing 4" water line.

- iv. Conversion to A Public Water Supply. When West Travis County Public Utility Agency can provide water service to all Units on the Condominium Plat (as amended from time to time), Declarant shall cap all wells that then serve individual Units, and water service shall be provided by West Travis County Public Utility Agency in lieu of such wells. Only after Declarant has capped all wells serving individual Units, and provided Hays County with written notice of such, may Declarant then market and/or sell more Units than the maximum of 7 Units described in Section 2 above.
 - v. Wastewater Service. Each Unit will be served by a private on-site sewage facility serving only wastewater generated on that same Unit (each, a "Wastewater System"). The capacity of each Wastewater System shall not exceed 4,999 gallons per day and shall be designed and constructed in accordance with applicable law, including the TCEQ and Hays County Rules for On-Site Sewage Facilities and Texas Administrative Code, Title 30, Chapter 285, and each Wastewater System will be maintained by the Association in accordance with applicable law. Wastewater from Tract 1 (approx. 39.07 acres) and Tract 2 (5.06 acres) as described in Attachment 1 shall not exceed 300 gallons per day per acre. The Parties agree that industry standards shall require construction of Wastewater Systems that feature advanced, and not conventional, treatment and/or disposal.
 - vi. Impervious Cover. Declarant may develop the Regime with an impervious cover percentage that does not exceed the percentage of impervious cover permitted within the Property pursuant to applicable law and requirements, including without limitation, impervious cover limits imposed by the WTCPUA, or a TCEQ Contributing Zone Plan for the Property to the extent such requirements apply to the Regime and Property. Subject to those limits, Declarant shall have the right to apportion impervious cover limits on a Unit-by-Unit basis. Declarant may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded.
4. Maintenance of Improvements. The Property includes or is anticipated to include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are or will be inspected, maintained and administered by the Association. The Parties agree that the facilities and Wastewater System maintained by the Association will not be dedicated to or maintained by the County. All other improvements within the Regime shall be maintained by the Unit owner(s) and/or the Association.
5. Permits and Approvals. The County acknowledges and agrees the Units may be conveyed by Declarant as unimproved Units, i.e., without any residential improvements constructed thereon. The County agrees it will not withhold 9-1-1 addressing, development permits, driveway permits, Wastewater System approval,

or any other permit or approval necessary for construction or occupancy of improvements within the Property, including any Unit or Common Elements, so long as Declarant is in compliance with this Agreement and the applicant complies with all other regulatory items applicable to the Property or for obtaining the necessary permit or approval. In furtherance of the foregoing provision, the County acknowledges and agrees Lot 8 of Silver Spur Ranchettes, Section Two (as described in **Attachment 1**) ("Lot 8"), is a legally platted lot and to the extent necessary or required to give effect to this Agreement, the County grants Declarant an exemption from any requirement to prepare, obtain County approval for, and file in the Official Public Records of Hays County, Texas, a subdivision plat for Lot 8 showing the configuration of the Units. Declarant shall re-plat or subdivide Lot 5 of Bear Creek Oaks, Section 3 (as described in **Attachment 1**) ("Lot 5") in accordance with the Village of Bear Creek's subdivision requirements and obtain required approval for the subdivision plat for Lot 5 from the Village of Bear Creek, Texas, prior to imposing the Declaration on Lot 5.

6. Preliminary Plan Application: The Declarant or assigns agrees to, at the time of permitting, submit a Preliminary Plan Application to the County prior to construction for review and possible approval as prepared in accordance with Chapter 705 of the Hays County Development Regulations, unless modified herein. The fee for the Preliminary Plan Application shall be \$500.00 with a review fee of \$500.00 per unit.
7. Additional Applications Required: The Declarant acknowledges and agrees to obtain permits from the County as required by the County including but not limited to, Flood Hazard Area Permit(s), On-Site Sewage Facility Permit(s), and Driveway Permit(s) by submitting the respective application, supporting documents, fees, etc. prior to construction.
8. Digital Data. Notwithstanding section 5 above, the County may withhold 9-1-1 Addresses until a digital data file of the condominium regime has been approved by the County. The County shall review such file for compliance with the Hays County Digital Data Standards. The file shall include but is not limited to all lots, units, common areas, public and private roadways and/or driveways.
9. Term. This Agreement shall be binding upon the Parties, their successors and assigns, and shall be effective for a term of twenty years (20) from the Effective Date, unless otherwise terminated as elsewhere laid out in this Agreement.
10. Supplement or Amendment and Approval Process. This Agreement may only be modified, amended or terminated by a written agreement executed by the County and Declarant.
 - i. Role of County's Staff. Any items requiring the County's review and approval hereunder shall be submitted to Development Services and/or the Director of the applicable County office for Hays County, Texas (the "Director").

- ii. Supplement or Amendment. In the event Declarant elects to create additional Units, Declarant shall provide the updated supplement, which will include the modified Condominium Plat, to the Director for approval, which approval will not be unreasonably withheld, conditioned, or delayed so long as Declarant and the Condominium Plat are in compliance with this Agreement and applicable law.
- 11. Consideration to the County. (Note, this is a list of the typical types / categories of County requests as part of consideration to the Agreement; this list is illustrative and non-comprehensive. Modification based upon project details are expected based on each project and as negotiated; details will be fleshed out appropriately)
 - i. These concessions, going beyond standard practices, represents the Declarant's efforts to be good stewards of the land and the community. This helps protect the public's access to water, foster its ecological structure, and the communal partnership that responsible development represents.
 - ii. Declarant agrees to use low water use native vegetation and plant life as the predominate landscaping choice in accordance with the needs of the specific ecological region the Project is in, either Blackland Prairies or Edwards Plateau.
 - iii. Declarant agrees to speak with the local Independent School District (the "ISD"), the Emergency Services District (the "ESD"), or other appropriate first responders or other public services to assess the needs of said groups, such as additional school sites / facilities, that the Project could assist with.
 - iv. Declarant agrees to consider reasonable improvements beyond the requirements of the Traffic Impact Analysis as based upon the individual project and suggested by the County.
 - v. Declarant agrees to coordinate ingress and egress for public safety with the applicable Emergency Services District (ESD).
- 12. Assignment. From and after the Effective Date, this Agreement, and the rights and obligations of Declarant hereunder, may be assigned in writing by Declarant in whole or in part. A copy of the assignment document must be delivered to the County. Upon any such assignment, the current Declarant will be released of any further obligations under this Agreement. The assignee shall assume the position of "Declarant" under this Agreement as well as any obligations of Declarant under this Agreement.
- 13. Default. If either Party defaults in its obligations under this Agreement, the non-defaulting Party must, prior to exercising a remedy available to the non-defaulting Party under this Agreement, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure

the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

14. Remedies. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement and applicable law. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.
15. Letter of Compliance. Within fourteen (14) business days of written request given by Declarant to Development Services requesting a statement of compliance with this Agreement, the County will execute and deliver to Declarant a statement certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications, then this Agreement is in full force and effect as modified and stating the date and nature of such modification; and (ii) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default. The County acknowledges and agrees that the Director shall have the authority to issue a letter of compliance on behalf of the County in accordance with this section.
16. Notice. All notices, demands or other communications of any type given to a Party to the other Party pursuant to this Agreement shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile or email with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in an envelope with proper postage affixed, and notices delivered by other means shall be effective when received by the Party to whom the same is addressed, and such notices shall be addressed as follows:

To the County:

Director of Development Services - Hays County, Texas
Attn: Marcus Pacheco (or successor)
2171 Yarrington Road
Kyle, Texas 78640
Email: marcus.pacheco@hayscountytexas.gov

With copy to:

Office of General Counsel - Hays County, Texas
Attn: Chase Young (or successor)
111 E. San Antonio St. Ste. 202
San Marcos, Texas 78666
Email: chase.young@hayscountytexas.gov

To Lang:

Lang Family Ranch, L.P.
Attn: Carl Lang
625 Weatherby Rd.
Harper, TX 78631
Email: langrnnches@gmail.com

With copy to:

Baker Robertson & O'Brien
Attn: Rex G. Baker, III
171 Benney Lane, Bldg II
Dripping Springs, Texas 78620
Email: rexbaker@bakerattorneys.com

Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices.

17. Public Notice. Notice shall be conducted by written notice and published notice at the cost of the Declarant. Notification shall follow the general standards in Chapter 701, Subchapter 9 and additional criteria set forth in Chapter 771, Subchapter 5 of the Development Regulations as the regulations exist as of the Effective Date, unless otherwise modified herein. Proof of Public Notice shall be provided by the Declarant to the County prior to consideration of any Development Agreement by the Commissioners Court.
 - i. Written Notice. Declarant and the County agree and recognize that, prior to consideration of this Development Agreement by the Hays County Commissioners Court, Declarant shall notify affected political subdivision and contiguous property owners through written notice, including (A) a map clearly showing the boundaries and general location of the of the proposed development and major roadways in the vicinity, (B) a general description of the nature of the proposed development, including identification of Declarant and a general description of the nature of the activities being considered by the Development Agreement, (C) any variances or exemptions from Hays County Development Regulations being considered in the Development Agreement, and (D) the date on which the Commissioners Court will consider the Development Agreement.
 - ii. Published Notice. The County and Declarant agree and recognize that, prior to consideration of this Development Agreement by the Hays County Commissioners Court, notice shall be published in a newspaper of general circulation in the County twice within thirty (30) calendar days.
18. Governing Law. This Agreement shall be governed by and construed in accordance

with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Hays County, Texas.

19. Time of the Essence. It is expressly agreed by the Parties that time is of the essence with respect to this Agreement and any aspect thereof.
20. Attorneys' Fees. In the event either Party commences litigation against the to enforce its rights hereunder, the substantially prevailing Party in such litigation shall be awarded its reasonable attorneys' fees and expenses incidental to such litigation, including the cost of in-house counsel and any appeals.
21. Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties be contained in any one counterpart hereof. Additionally, the Parties hereby covenant and agree that, for purposes of facilitating the execution and recordation of this instrument, the signature and acknowledgement pages taken from separate individually executed counterparts of this instrument may be combined and/or collated to form multiple fully executed counterparts. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same instrument.
22. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas. Venue for any dispute arising hereunder will lie exclusively in the state district courts located in Hays County, Texas.
23. Savings / Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its obligations under this Agreement and time shall be of the essence in such performance; however, in the event a Party is unable to timely perform due to force majeure, then the obligations affected by the force majeure shall be temporarily suspended. Within thirty (30) days after the occurrence of a force majeure event, the claiming Party shall give written notice to the other Party, including a detailed description and explanation of the force majeure event and a description of the action that was/will be taken to remedy the force majeure condition and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care. The claiming party will reasonably endeavor to continue to perform all other duties and obligations under this Agreement not directly affected by the force majeure event.

25. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
26. Approval: Both Parties acknowledge that execution of this agreement does not constitute the permitting of the Attachments. Permitting must occur before construction under this Agreement begins.

(SIGNATURE PAGES FOLLOW)

This Development Agreement is hereby EXECUTED in multiple originals.

The County:

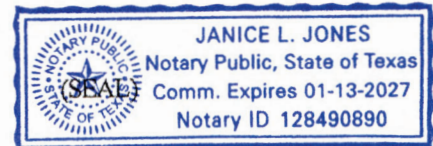
HAYS COUNTY, TEXAS, a political subdivision of the State of Texas

By: [Signature]
Name: RUBEN BECERRA
Title: COUNTY JUDGE
Date: 2-11-2025

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 11th day of February 2025, by Hays County, a political subdivision of the State of Texas on behalf of said political subdivision.

[Signature: Janice L. Jones]
NOTARY PUBLIC, State of Texas



ATTEST: [Signature: Letti-Baldwin], Deputy
Dr. Elaine Cardenas, MBA PhD
Hays County Clerk



(SIGNATURES CONTINUE ON THE NEXT PAGE)

LANG FAMILY RANCHES L.P.,

By: Lang Family Ranches GP, L.L.C. its General Partner

By: _____

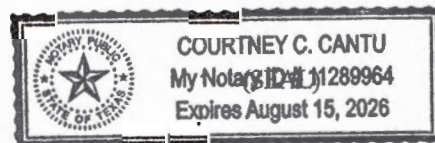
Carl R. Lang

Manager

STATE OF TEXAS §
COUNTY OF Kimble §

This instrument was acknowledged before me on this 2nd day of January, 2025 by Carl R. Lang, Manager of Lang Family Ranches L.P., a Texas Limited Partnership, on behalf of said limited liability company and limited partnership.

Courtney C. Cantu
NOTARY PUBLIC, State of Texas



ATTACHMENT 1
PROPERTY

ATTACHMENT 1

PROPERTY

Tract 1: Being 5.06 acres of land, more or less, out of the RICHARD HAILEY SURVEY, , also being known as Lot 5, Bear Creek Oaks, Section III, an unrecorded subdivision in Hays County, Texas, being the same property more particularly described as Tract I in Warranty Deed recorded in Volume 1120, Page 715, Official Public Records of Hays County, Texas, and by metes and bounds as follows: Beginning at an iron pin found at the most Southerly Southeast corner of Lot 8 of Silver Spur Ranchettes, a subdivision in Travis and Hays Counties, Texas, as recorded in Plat Book 15, Page 29 of the Travis County Plat Records and in Book 191, Page 196 of the Hays County Deed Records, said point being also the Northeast corner of the above described Harvey tract of land, for the Northeast corner and place of beginning hereof; THENCE South 00 degrees 24 minutes 07 seconds West 700.72 feet to an iron pin found in the centerline of a 50 foot road easement described as Road "A" in Volume 328, Page 358 and amended in Volume 331, Page 587 of the Hays County Deed Records for the Southeast corner hereof; THENCE with the centerline of said 50 foot road easement, the following four (4) calls: With a curve to the right, whose central angle is 5 degrees 17 minutes 40 seconds, radius is 1245.87 feet, and whose long chord bears North 81 degrees 43 minutes 50 seconds West 115.09 feet to an iron pin found at a point of non-tangency; North 79 degrees 03 minutes 37 seconds West 92.72 feet to an iron pin found at a non-tangent point of curve to the right; With said curve to the right, whose central angle is 7 degrees 14 minutes 42 seconds, radius is 790.02 feet, and whose long chord bears North 75 degrees 28 minutes 13 seconds West 99.83 feet to an iron pin found at a point of non-tangency; North 71 degrees 50 minutes 31 seconds West 41.31 feet to an iron pin found for the Southwest corner hereof; THENCE North 03 degrees 15 minutes 32 seconds East 25.88 feet pass an iron pin found and continuing with the same course for total distance of 637.78 feet to in iron pin found approximately 4.4 feet North of the South line of Lot 8 of the above described Silver Spur Ranchettes Section 2, for the Northwest corner hereof, from which point the most Westerly Northwest corner of the above described Pittenger 161.50 acre tract of land is called to bear North 88 degrees 57 minutes 29 seconds West 651.22 feet and North 89 degrees 45 minutes 24 seconds West 891.35 feet; THENCE South 86 degrees 29 minutes 54 seconds East 309.58 feet to the place of beginning and containing 5.06 acre of land, more or less.

Tract 2: Lot 8, SILVER SPUR RANCHETTES, SECTION TWO, a subdivision and Hays and Travis Counties, Texas, according to the map or plat recorded in Volume 191, Page 196, of the Deed Records of Hays County, Texas and in Volume 15, Page 29, Plat Records of Travis County, Texas. (Said property lies entirely in Hays County, Texas)

ATTACHMENT 2
CONDOMINIUM PLAT

EXHIBIT "A"
CROCKETT CANYON ESTATES CONDOMINIUMS
(CONDOMINIUM PLATS AND PLANS)

GENERAL NOTES:

1. ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT/PLAN ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (i) IN THE DECLARATION OF CONDOMINIUM FOR MISSION OAKS CONDOMINIUMS (THE "DECLARATION") OR (ii) ON THE PLATS AND PLANS OF THE REGIME.

2. OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.

3. EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED FOR IN THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO (i) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS; (ii) EXERCISE ANY DEVELOPMENT RIGHT PERMITTED BY THE TEXAS UNIFORM CONDOMINIUM ACT (THE "ACT") AND THE DECLARATION, INCLUDING THE ADDITION OF REAL PROPERTY TO THE REGIME, WHICH PROPERTY MAY BE ADDED AS UNITS, GENERAL COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS; (iii) MAKE THE PROPERTY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY; (iv) USE UNITS OWNED OR LEASED BY DECLARANT AS MODELS, STORAGE AREAS, AND OFFICES FOR THE MARKETING, MANAGEMENT, MAINTENANCE, CUSTOMER SERVICE, CONSTRUCTION, AND LEASING OF THE PROPERTY; (v) APPOINT OR REMOVE ANY DECLARANT-APPOINTED OFFICER OR DIRECTOR OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD (AS DEFINED IN THE DECLARATION) CONSISTENT WITH THE ACT. FOR PURPOSES OF PROMOTING, IDENTIFYING, AND MARKETING OF THE PROPERTY, DECLARANT HAS RESERVED AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POITED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS. DECLARANT HAS ALSO RESERVED AN EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE ITEMS LISTED IN THE FOREGOING SENTENCE FROM TIME TO TIME. DECLARANT HAS RESERVED AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTION, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATION UNDER THE ACT AND THE DECLARATION.

SURVEY NOTES:

1. BEARINGS, DISTANCE & ACREAGE SHOWN HEREON ARE GRID, NAD 83(2011)-HARN, LAMBERT GRID COORDINATES AND CONFORM TO THE TEXAS COORDINATE SYSTEM, "TEXAS SOUTH CENTRAL ZONE", UTILIZING NGS CORRS/OPUS SOLUTION.
2. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "CTLS"
3. FIELD SURVEY PERFORMED IN JUNE OF 2022. NO WARRANTY IS MADE AS TO THE CONDITIONS OF THE SITE AFTER THIS DATE.
4. THE PURPOSE OF THIS PLAT IS TO UPDATE THE NAME OF THE CONDOMINIUMS. NO OTHER CHANGES OR FIELD WORK WAS PERFORMED.



Cross Texas Land Services, Inc.
1715 ENFIELD ROAD, #101 - AUSTIN, TEXAS 78703
512-965-2878

TX. FIRM REG. #100248-00
www.crosstexaslandservices.com

LEGEND:

- BOUNDARY LINE
- SUBDIVISION LINE
- OVERHEAD UTILITY LINE
- EXISTING ROAD
- H.C.P.R. - HAYS COUNTY PLAT RECORDS
- H.C.D.R. - HAYS COUNTY DEED RECORDS
- H.C.O.P.R. - HAYS COUNTY OFFICIAL PUBLIC RECORDS (BRG-DIST.)
- UTILITY EASEMENT
- ELECTRIC EASEMENT
- B.L. - BUILDING SETBACK LINE
- POINT
- MONUMENT FOUND

CROCKETT CANYON ESTATES
CONDOMINIUMS

LOT 8, SILVER SPUR RANCHETTES, SECTION 2,
VOL. 191, PG. 196, H.C.D.R.
LANG FAMILY RANCHES, LP,
DOC. NO. 2015-15002778, H.C.O.P.R.
IN HAYS COUNTY, TEXAS.

MARK R. WATSON
TEXAS REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5740

DATE

JUNE 7, 2022, REVISED 6/5/2024
REVISED 9/30/24

CERTIFICATION

THE PLATS, ATTACHED HERETO, CONTAIN THE INFORMATION REQUIRED BY SECTIONS 82.052 AND 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

JUNE 7, 2022, REVISED 6/5/2024

REVISED 9/30/24



JOB NO. 24-50127
DRAWN BY: TA

SHEET 1 OF 8

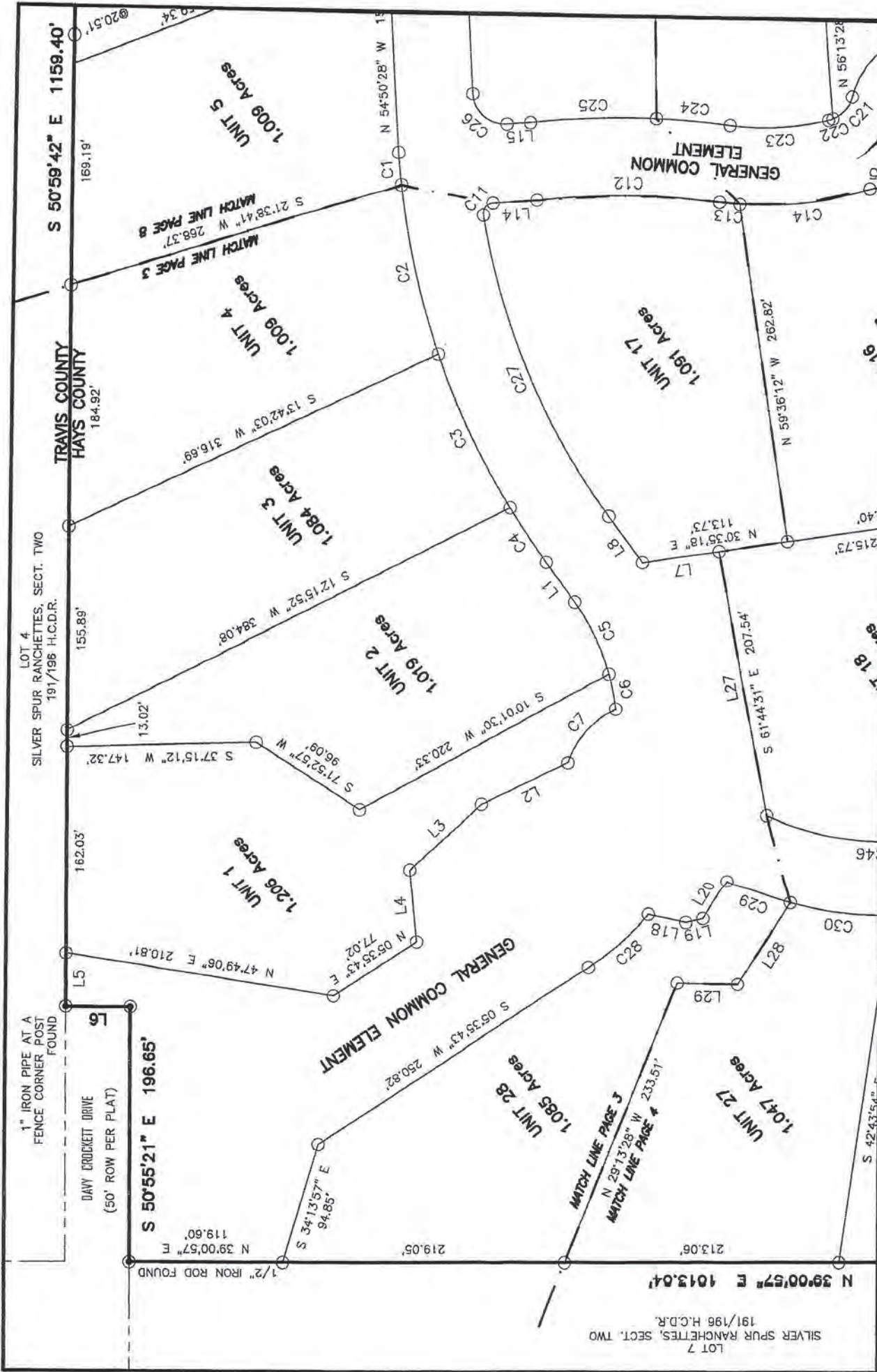


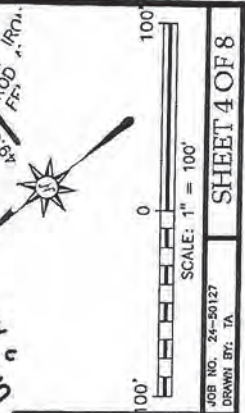
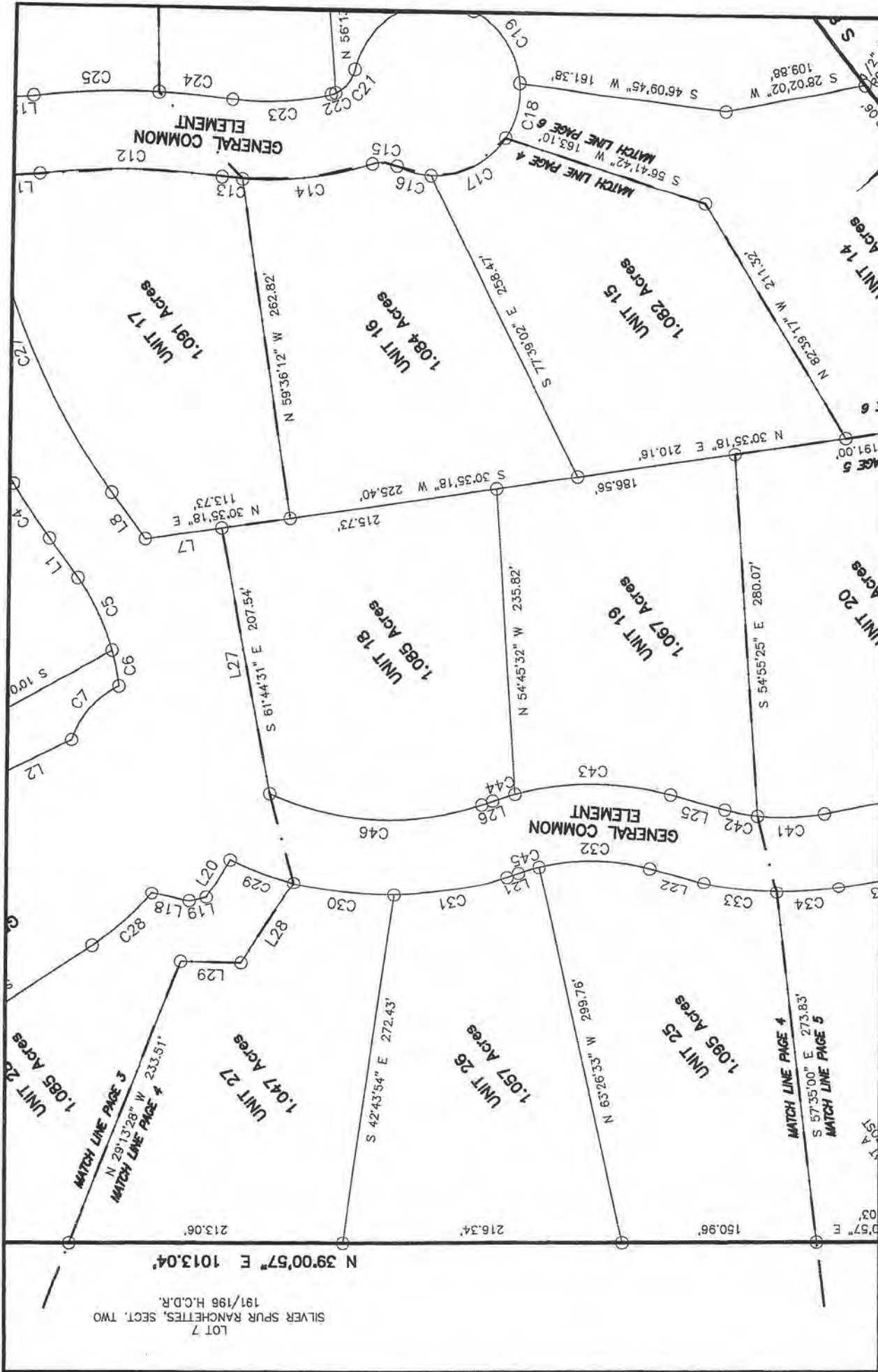
JOB NO. 24-50127
DRAWN BY: TA
SHEET 2 OF 8

**CROCKETT CANYON ESTATES
CONDOMINIUMS**
LOT 8, SILVER SPUR RANCHETTES, SECTION 2,
VOL. 191, PG. 196, H.C.D.R.
LANG FAMILY RANCHES, LP,
DOC. NO. 2015-15002778, H.C.O.P.R.
IN HAYS COUNTY, TEXAS.

LEGEND:
--- BOUNDARY LINE
--- CORNER LINE
--- SURVEY LINE
--- OVERHEAD UTILITY LINE
--- EXISTING ROAD
--- H.C.P.R. - HAYS COUNTY PLAT RECORDS
--- H.C.D.R. - HAYS COUNTY DEED RECORDS
--- H.C.O.P.R. - HAYS COUNTY OFFICIAL PUBLIC RECORDS
--- U.E. - UTILITY EASEMENT (BRG-DIST.)
--- E.E. - ELECTRIC EASEMENT
--- B.L. - BUILDING SETBACK LINE
--- D.E. - DRAINAGE EASEMENT
--- MONUMENT SET
--- MONUMENT FOUND

CTLS
Cross Texas Land Services, Inc
1715 ENFIELD ROAD, #101 - AUSTIN, TEXAS 78703
512-965-2878
TX. FIRM REG. #100248-00
www.crosstexaslandservices.com





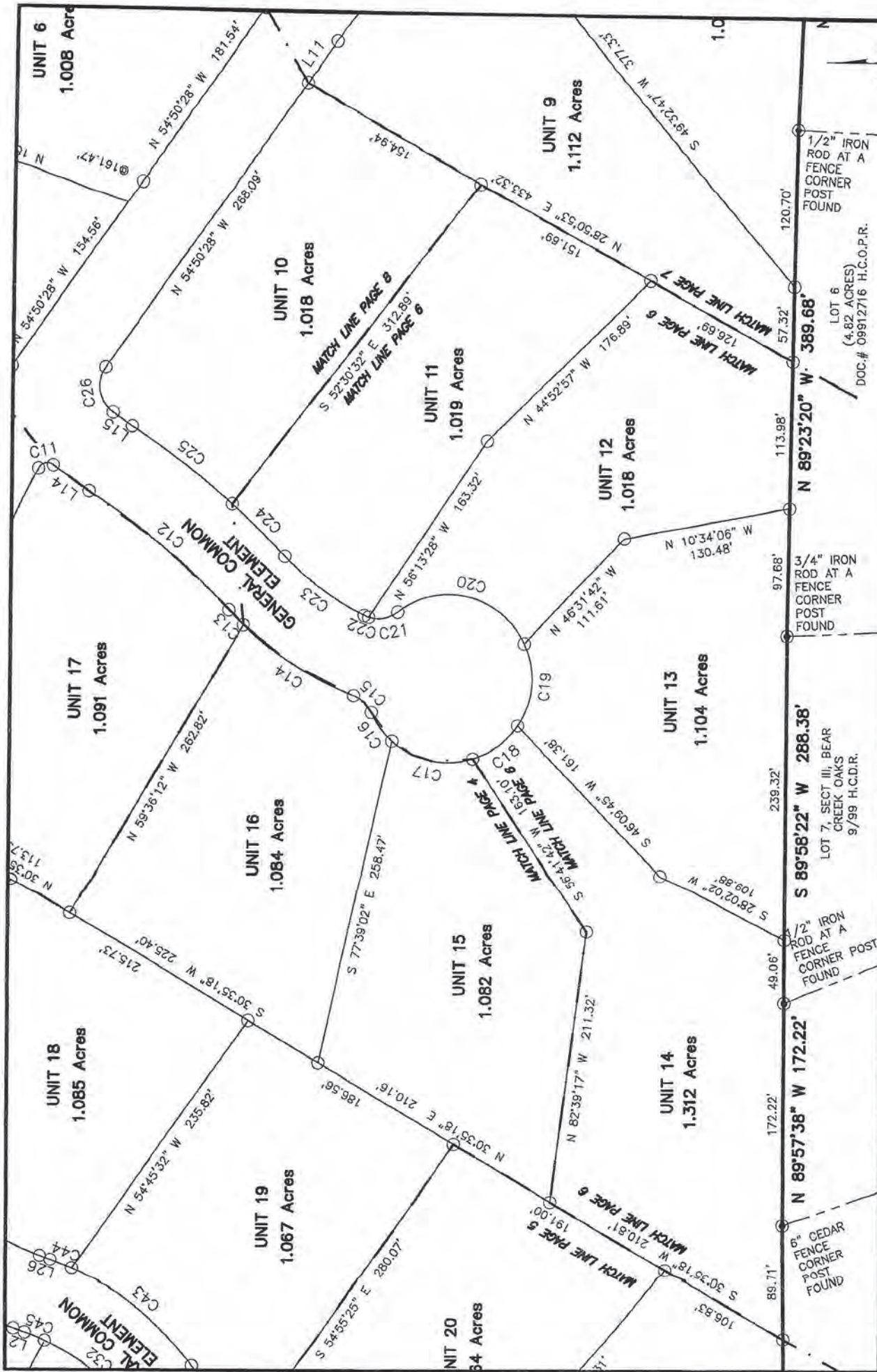
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DRAWN BY: TA

SHEET 4 OF 8

**CROCKETT CANYON ESTATES
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IN HAYS COUNTY, TEXAS.

LEGEND:
 BOUNDARY LINE
 COMMON LINE
 SURVEY LINE
 OVERHEAD UTILITY LINE
 EXISTING ROAD
 H.C.P.R. - HAYS COUNTY PLAT RECORDS
 H.C.D.R. - HAYS COUNTY DEED RECORDS
 H.C.O.P.R. - HAYS COUNTY OFFICIAL PUBLIC RECORDS
 U.E. - UTILITY EASEMENT
 E.E. - ELECTRIC EASEMENT
 B.L. - BUILDING SETBACK LINE
 POINT
 MONUMENT FOUND
 MONUMENT SET

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IN HAYS COUNTY, TEXAS.

LEGEND:

- BOUNDARY LINE
- JOINER LINE
- OVERLAP/ADJUTY LINE
- EXISTING ROAD
- H.C.P.R. - HAYS COUNTY PLAT RECORDS
- H.C.D.R. - HAYS COUNTY DEED RECORDS
- H.C.O.P.R. - HAYS COUNTY OFFICIAL PUBLIC RECORDS
- U.E. - UTILITY EASEMENT (BRG-FIRST)
- E.E. - ELECTRIC EASEMENT
- B.L. - BUILDING SETBACK LINE
- POINT
- MONUMENT FOUND
- MONUMENT SET

1/2" IRON ROD AT A FENCE CORNER POST FOUND

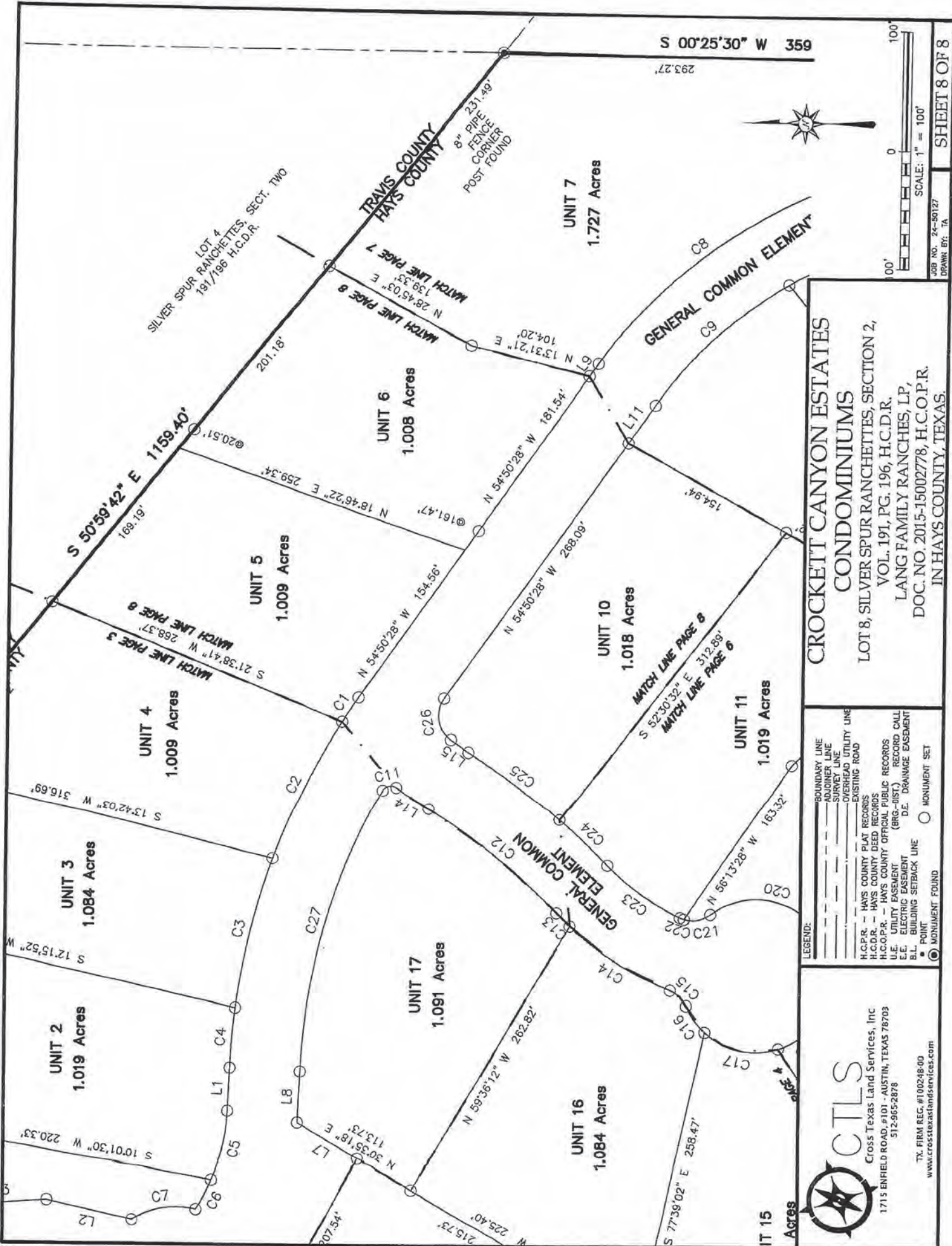
3/4" IRON ROD AT A FENCE CORNER POST FOUND

LOT 7, SECT III, BEAR CREEK OAKS 9/99 H.C.D.R.

LOT 6 (4.82 ACRES) DOC. # 09912716 H.C.O.P.R.

JOB NO. 24-20127
DRAWN BY: TA

SHEET 6 OF 8



**CROCKETT CANYON ESTATES
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 LOT 8, SILVER SPUR RANCHETTES, SECTION 2,
 VOL. 191, PG. 196, H.C.D.R.
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LEGEND:
 --- BOUNDARY LINE
 --- SURVEY LINE
 --- OVERHEAD UTILITY LINE
 --- EXISTING ROAD
 --- HAYS COUNTY PLAT RECORDS
 --- HAYS COUNTY DEED RECORDS
 --- H.C.O.P.R. - HAYS COUNTY OFFICIAL PUBLIC RECORDS
 --- U.E. UTILITY EASEMENT (BRG-08ST)
 --- E.E. ELECTRIC EASEMENT
 --- B.L. BUILDING SETBACK LINE
 ● POINT
 ○ MONUMENT SET
 ○ MONUMENT FOUND

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