

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

HILLWOOD ENTERPRISES, LP;

M&RBFF, LLC;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 41

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “Agreement”) is by **Williamson County, Texas**, a Texas political subdivision (the “County”), HILLWOOD ENTERPRISES, L.P. (the “Developer”), and M&RBFF, LLC (the “Owner”). Subsequent to its creation, WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 41, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the “District”), will become a party to this Agreement. The County, the Owner, the Developer and the District are sometimes referred to individually herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Developer has under contract with Owner to purchase approximately 198.733 acres of land located within the boundaries of the County (the “Land”); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Developer intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner, Developer, and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner and Developer has proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the “TCEQ”); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the “District Improvements”); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Developer, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the “Applicable Regulations”); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Developer in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

Developer HILLWOOD ENTERPRISES, L.P. and its successors and assigns under this Agreement.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 198.733 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted on the date of the County's execution of this Agreement.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by M&RBFF, LLC for the creation of WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 41*, TCEQ Docket _____ ("*TCEQ Proceeding*"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

Section 2.02. District Execution of Agreement. The Developer shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

**ARTICLE III
ROADWAY IMPROVEMENTS**

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner, Developer, or an affiliated entity under common control of the Owner or Developer will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way owned by Owner, Developer, or an affiliated entity under common control of the Owner or Developer required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B**, within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is that is not otherwise owned by Owner, Developer, or any affiliated entity under common control of Developer or Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, Developer, or an affiliated entity under common control of Owner or Developer will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Owner, Developer, or an affiliated entity under common control of Owner or Developer required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, Developer, or an affiliated entity under common control of Owner or Developer , the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner and Developer reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner or Developer which will not be unreasonably withheld. Owner and Developer shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner, Developer or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner, Developer or the District and shall be constructed

pursuant to the Applicable Rules. The Owner and Developer shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner, Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner and Developer hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner and Developer have vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.01 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's, Owner's, and Developer's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and the Developer and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's or Developer's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner and Developer hereunder, may be assigned by the Owner and Developer, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner and Developer shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner or Developer without the County's written consent; provided, however, that the Owner or Developer shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner, Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner, Developer, or the District may give notice setting forth the event of default ("Notice") to the County. If the County fails to cure any default that can be cured by the payment of money ("Monetary Default") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Developer or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or Developer or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or Developer or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Developer fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Developer from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Developer's eligible costs.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

Developer: Hillwood Enterprises, L.P.
Attn: Brian Carlock
3000 Turtle Creek
Dallas, TX 75219

District: Allen Boone Humphries Robinson LLP
Attn: Trey Lary
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

Owner(s): M&RBFF, LLC
Attn: David Bost
1903 Aster Way
Round Rock, TX 78665

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may

include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner, Developer, and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner, Developer, and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term “*force majeure*” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term “including” means “including without limitation” and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, the Owner, nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner, and the Developer (and any permitted assignee of the Owner or Developer).

Section 6.12. **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

**WILLIAMSON COUNTY, TEXAS
(COUNTY)**

By: _____

Name: _____

Title: As Presiding Officer of the Williamson
County Commissioners Court

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

Notary Public Signature

(Seal)

DEVELOPER:

Hillwood Enterprises, L.P.

a Texas limited partnership

By: [Signature]

Name: BRIAN CARLOCK

Its: SENIOR VICE PRESIDENT

Date: 9/12/24

Address for Notice:

Hillwood Communities
Attn: Brian Carlock
3000 Turtle Creek
Dallas, TX 75219

THE STATE OF Texas

§
§
§

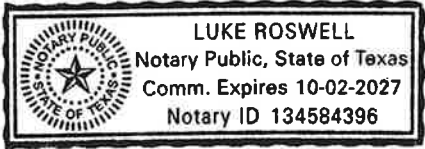
COUNTY OF Travis

This instrument was acknowledged before me on the 12th day of September, 2024, by Brian Carlock, as Senior Vice President of Hillwood Enterprises, on behalf of Developer.

[Signature]

Notary Public Signature

(SEAL)



OWNER:

M&RBFF, LLC

By: David Bost

Name: DAVID BOST

Its: MANAGER

Date: 9-10-2024

Address for Notice:

M&RBFF, LLC

Attn: DAVID BOST

1903 ASTER WAY

ROUND ROCK, TX

78665

THE STATE OF Texas

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§
§

COUNTY OF Williamson

This instrument was acknowledged before me on the 10th day of September, 20 24, by David Bost, as Manager of M&RBFF, LLC, on behalf of Developer.



(SEAL) Tori Beth Streff
Notary Public Signature

**WILLIAMSON UNICIPAL UTILITY
DISTRICT NO. 41**

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

_____ Allen Boone Humphries Robinson LLP

_____ Attn: Trey Lary
_____ 3200 Southwest Freeway, Suite 2600
_____ Houston, TX 77027

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
_____, by _____, President of the Board of
Directors of _____ Municipal Utility District No. _____, on behalf of said
District.

(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

FIELD NOTES
FOR

A 198.733 TRACT OF LAND SITUATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT NO. 426, AND BEING A PORTION OF A REMNANT PORTION OF A CALLED 52.41 ACRE TRACT OF LAND CONVEYED TO M&RBFF, LLC, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017112470 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF: A CALLED 112 ACRE TRACT OF LAND CONVEYED TO M&RBFF, LLC, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017112470 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A CALLED 25.00 ACRE TRACT OF LAND CONVEYED TO M&RBFF, LLC, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017112470 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A CALLED 10.01 ACRE TRACT OF LAND CONVEYED TO M&RBFF, LLC, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017112468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS SAID 198.733 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

BEGINNING at a ½" iron rod found on a point in south right-of-way line of said County Road 105 (136' wide right-of-way), said point being the northwest corner of a Remnant Portion of a called 50.441-acre tract conveyed to The Ranches at Emerald Meadows, LLC, same being the northeast corner of the Remnant Portion of said 52.41-acre tract, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the south right-of-way line of said County Road 105, with, in part, the west boundary line of said 50.441-acre tract, in part, the west boundary line of a called 1.013-acre tract conveyed to Christine L. Taylor Darlington, by instrument recorded in Document No. 2016021340 of said Official Public Records, in part the west boundary line of a called 9.807-acre tract conveyed to Samuel Darlington, recorded in Document No. 2014023721 of said Official Public Records, same being, in part, the east boundary line of said 52.41-acre tract and, in part the east boundary line of said 112-acre tract, **S 21°31'22" E**, a distance of **3447.99 feet** to a concrete monument found on a point in the north boundary line of a called 15.03-acre tract conveyed to Jane Elizabeth Spangler and Dennis Raymond Spangler, by instrument recorded in Volume 1161, Page 561 of the Official Records of said County, same being the southeast corner of said 112-acre tract, for the southeast corner hereof;

THENCE with, in part, the north boundary line of said 15.03-acre tract, in part the north boundary line of a called 14.00-acre tract conveyed to Adriana Pat Ramirez-Carranza, by instrument recorded in Document No. 2020101280 of said Official Public Records, in part the north boundary line of Lot 1, Villa Hermosa Subdivision, a subdivision according to the plat recorded in Document No. 2019100894 of said Official Public Records, in part the north boundary line of a called 15.63-acre tract conveyed to Edward R. Petrere and Evelyn O. Petrere, by instrument recorded in Document No. 2013009340 of said Official Public Records, in part the north boundary line of a called 21.97-acre tract conveyed to Greg Zunker, by instrument recorded in Document No. 2002037279 of said Official Public Records and, in part the north boundary line of a called 15.03-acre tract conveyed to 4681 Investments, LLC, by instrument recorded in Document No. 2011011896 of said Official Public Records, same being, in part the south boundary line of said 112-acre tract, and, in part, of said 10.01-acre tract, **S 68°17'10" W**, a distance of **3414.90 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on a point in the east right-of-way line of County Road

110 (variable with right-of-way), said point being the northwest corner of said 15.03-acre tract, same being the southwest corner of said 10.01-acre tract, for the southwest corner hereof;

THENCE with the east right-of-way of said County Road 110, same being, in part, the west boundary line of said 10.01-acre tract, and in part, the west boundary line of said 112-acre tract and , in part, the west boundary line of said 25.00-acre tract N **21°41'06"** W, a distance of **1708.14 feet** to a $\frac{1}{2}$ " iron rod with cap stamped "Pape-Dawson" set on a point, being the southwest corner of a called 4.32-acre tract conveyed to Noah and Avery's Place, LLC, by instrument recorded in Document No. 2016111762 of said Official Public Records, same being the northwest corner of said 25.00-acre tract, for the westernmost northwest corner hereof;

THENCE departing the east right-of-way line of said County Road 101, with the common boundary line between said 4.32-acre tract with the north boundary line of said 25.00-acre tract, the following two (2) courses and distances:

1. **N 67°40'25" E**, a distance of **450.54 feet** to a $\frac{1}{2}$ " iron rod found on an angle point hereof, and
2. **N 21°44'18" W**, a distance of **208.45 feet** to a $\frac{1}{2}$ " iron rod found on a point being the south west corner of a called 11.868-acre tract conveyed to Noah and Avery's Place, LLC, by instrument recorded in Document No. 2020157407 of said Official Public Records, for an angle point hereof

THENCE with, in part, the south boundary line of said 11.868-acre tract and, in part, the south boundary line of a called 17.90-acre tract conveyed to Homer R. Thomas and Barbara L. Thomas by instrument recorded in Volume 770, Page 825 of the Deed Records of said County N **68°05'47" E**, a distance of **1501.58 feet** to a mag nail with washer stamped "Steger Bizzell" found on a point being the southwest corner of said 17.90-acre tract, same being the southwest corner of said 52.41-acre tract, for an ell corner hereof;

THENCE departing the north boundary line of said 112-acre tract, with the east boundary line of said 17.90-acre tract, same being the west boundary line of said 52.41-acre tract, N **21°20'41" W**, a distance of **1485.94 feet** to a iron rod with cap found on a point in the south right-of-way line of said County Road 105, said point being the northeast corner of the Remnant Portion of said 17.90-acre tract, same being the northwest corner of the Remnant Portion of said 52.41-acre tract, for the northernmost northwest corner hereof;

THENCE with the south right-of-way line of said County Road 105, same being the north boundary line of the Remnant Portion of said 52.451-acre tract, the following two (2) courses and distances:

1. **N 68°53'01" E**, a distance of **1067.49 feet** to a $\frac{1}{2}$ " iron rod found on a point of curvature hereof, and

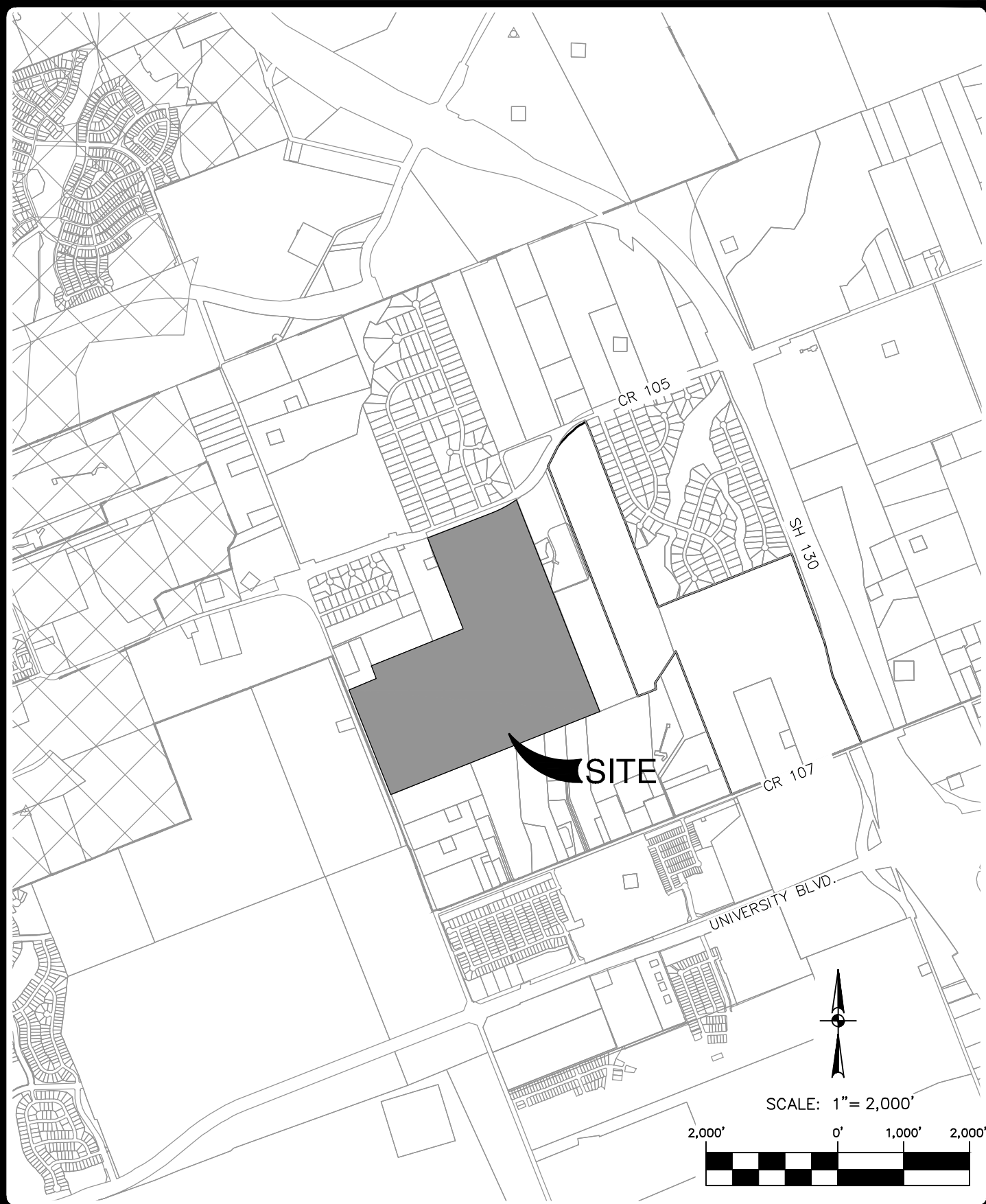
2. along the arc of a curve to the left, having a radius of **1568.00 feet**, a central angle of **14°37'48"**, a chord bearing and distance of **N 61°33'11" E, 399.29 feet**, an arc length of **400.38 feet** to the **POINT OF BEGINNING** and containing 198.733 acres in the City of Georgetown, Williamson County Texas. Said tract being described in accordance with a survey made on the ground prepared under Job No. 51452-05 by Pape-Dawson Engineers, Inc.

PREPARED BY Pape-Dawson Engineers, Inc.
DATE February 26, 2024
Job No. 51452-05
DOC. ID. H:\Survey\CIVIL\51452-05\MUD\Word\FN51452-05 198.733 Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



02/26/2024

Date: Feb 06, 2024, 2:23pm User ID: oherrendez
File: \\pape-dawson.com\us-pd\Projects\514_52\00_502 General Engineering Services\Exhibits\Black and White Vicinity Map.dwg



JOB NO. 51452-04
DATE FEB. 2024
DESIGNER AC
CHECKED SC DRAWN OH
SHEET 1 of 1

WILLIAMSON COUNTY MUD 41
WILLIAMSON, TEXAS
VICINITY MAP

Pape-Dawson
ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #1002801

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

Exhibit B

The information provided is from the Williamson County website as of September 4th, 2024

As highlighted, the Williamson County Long Range Transportation Plan as referenced in Section 3.01 of the Development Agreement does not include any future arterials, corridor projects, or other roads or right-of-way needs within the **Subject Property**

