

STATE OF TEXAS

COUNTY OF WILLIAMSON

§ DEVELOPMENT AGREEMENT
§ REGARDING
§ WESTINGHOUSE ROAD

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and Madison Westinghouse Co-Tenancy ("Developer"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, Developer owns approximately 128.37 acres (referred to as the "Property") located at the southeast corner of CR 110 and CR 111 and as described in **Exhibit "A"**, attached hereto.

WHEREAS, the County and the Developer desire to cooperate in the expeditious engineering, design and construction of Westinghouse Road, a roadway connecting CR 111 to CR 110, through the Property (the "Project"), the approximate location of which is shown on **Exhibit "B"**, attached hereto; and

WHEREAS, the Developer and County desire to design, engineer and construct the Project pursuant to the terms and conditions stated herein.

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to provide for the orderly and expeditious design, engineering and construction of the extension of a portion of Westinghouse Road running from CR 111 to CR 110, the approximate location of which is shown on **Exhibit "B"**.

B. GENERAL TERMS AND CONDITIONS

1. The Project is defined as the construction of a portion of the three-lane, divided collector road known as Westinghouse Road, together with all required related construction and drainage and detention improvements to be constructed on the Property and being generally shown on **Exhibit "B"** attached hereto and being constructed in accordance with the plans of Proposed CR 111 Widening prepared by Steger & Bizzell Engineering, dated Oct. 12, 2016 which are incorporated herein. ("Plans and Specs").

2. A portion of Westinghouse Road located adjacent to Lot 1, Block D of the Bell Gin Park Subdivision ("Orenda Portion") has previously been constructed and will be incorporated into the Project. It is acknowledged that the construction costs associated with the Orenda Portion were approximately \$137,716.25 (the "Orenda Costs").

3. The Project Estimate attached hereto as **Exhibit "C"** represents an estimate of the costs to complete the Project. The Project Estimate does not include costs of engineering, design, construction phase design services, permitting, utility relocation, and construction inspection and testing.

C. DEVELOPER OBLIGATIONS

1. The Developer shall dedicate by Donation Special Warranty Deed, attached as **Exhibit "E"**, the right-of-way necessary for the construction of Westinghouse Road across the Bell Gin property based on a 135 foot wide right-of-way width and 150 foot "bump-outs" within 200 feet of the intersection with proposed Arterial A (the "Project ROW") as shown on **Exhibit "B"** attached hereto.

2. To secure its obligations for payment under Section E of this Agreement, Developer shall enter into an escrow agreement with the County (the "Escrow Agreement") whereby the Developer escrows funds equal to one-third (1/3) of the Project Estimate with an escrow agent

pursuant to a mutually agreeable escrow agreement. The Escrow Agreement must be executed within thirty (30) days of when the Project ROW is dedicated to the County by the Developer.

D. COUNTY OBLIGATIONS

1. The County shall be solely responsible for all costs related to the Plans and Specs, the engineering, design, inspection and testing and construction (if required in Section E below) of the Project, and the cost of obtaining a legal description for the Project ROW to be dedicated by Developer.

2. The Project shall be designed pursuant to all Williamson County road bond design standards. Additionally, the County shall coordinate with the City of Georgetown to ensure that the Project is designed and built pursuant to City of Georgetown technical standards.

3. The owner of the utility shall be responsible for all costs related to the engineering, design, and construction of or relocation of any water, wastewater and dry utility items, including all permitting, inspection and testing costs. All utilities that must be relocated will continue to be located in the Project ROW.

4. The County is responsible for all costs associated with securing all environmental permits and securing all environmental mitigation, if necessary to construct the Project.

E. CONSTRUCTION

1. The Project shall either be (i) constructed by the County at the time the bond money from the November 2019 Bond Package is made available for Westinghouse Road or (ii) constructed by the Developer if development of the Property requires completion of the Project prior to the County initiating construction.

2. If the Developer develops the Property and builds the Project:

- i. Developer shall be responsible for construction of the portions of Project within the Project ROW according to the Plans and Specs as needed for the development of the Property. In constructing the Project, Developer shall be not required by the County to construct more than three lanes as shown in the Plans and Specs.
- ii. The Developer agrees to coordinate with the County to ensure the Project contract is bid pursuant to all conditions required by the Texas Competitive Bidding Act as found in Chapter 262.021 of the Texas Local Government Code.
- iii. The Developer shall be reimbursed by the County for two-thirds (2/3) of such costs plus an amount equal to the Orenda Costs. Developer will also be reimbursed for one-third (1/3) of such costs by the release of funds escrowed by Developer from the escrow established under the Escrow Agreement. Reimbursement shall be made to the Developer by the County and by the release of funds from escrow within thirty (30) days of the date when draws are paid. The Orenda Costs will be paid to the Developer upon request after construction has commenced. The County's payment shall be governed by Chapter 2251 of the Texas Government Code. The Developer agrees to make available documentation in reasonable detail evidencing any Project costs for which reimbursement is sought.
- iv. The County reserves the right to inspect, test, accept and reject all construction materials, products and workmanship.

- v. If the Project, except for the revegetation, is not completed and accepted by the County within 30 months after initiation of construction, subject to force majeure conditions, the County reserves the right to complete the Project and seek reimbursement from the Developer pursuant to Section E.3. below.
- 3. If the County constructs any portions of the Project within the Project ROW:
 - i. The County shall construct the Project according to the Plans and Specs, and coordinate with City of Georgetown as necessary.
 - ii. The County shall be reimbursed by the Developer for one-third (1/3) of the costs to construct such portions of the Project within the Project ROW; however, total reimbursement by Developer shall not exceed one-third (1/3) of the total Project Estimate. Additionally, Developer shall receive a credit toward the reimbursement amount equal to the Orenda Costs.
 - iii. Developer shall be required to reimburse the County for such costs the earlier of: (a) the date when development of the Property commences or (b) ten (10) years after the Effective Date of the Agreement.
- 4. The County shall enter into a license agreement with the Developer, or assigns, as may be necessary to allow the Developer to install and maintain County-approved landscape, irrigation, sidewalks and hardscape improvements within the Project right-of-way owned and regulated by the County.

F. RIGHT TO AUDIT

Developer agrees that the County, or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Agreement and/or any amendment, have access to and the right to examine and photocopy any and all books, documents,

papers and records of Developer which are directly pertinent to the work required of Developer as set forth in this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Developer agrees that County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Developer reasonable advance notice of intended audits.

G. MISCELLANEOUS PROVISIONS

1. Actions Performable. The County and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom

notice is given at the email address for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County Judge
Bill Gravell Jr.
710 S. Main Street, Suite 101
Georgetown, TX 78626
Phone: (512) 943-1577
E-mail: _____

with copy to:

Charlie Crossfield
Sheets & Crossfield, P.C.
309 E Main St.
Round Rock, TX 78664
charlie@serrlaw.com

Developer:

Madison Westinghouse Co-Tenancy
Attn: Robert W. Teeter
6116 N. Central Expressway, Suite 510
Dallas, Texas 75206
Phone: (214) 739-2442
E-mail: rteeter@madisongp.net

with copy to:

McLean & Howard
Attn: William P. McLean
901 S. Mopac Expressway, Suite 2-225
Austin, Texas 78746
Phone: (512) 328-2008
E-mail: bmclean@mcleanhowardlaw.com

7. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

8. Assignment. This Agreement may be assigned by the Developer without the written consent of the Williamson County Commissioners Court provided the assignee owns the property containing the ROW Property. Any other assignment of this Agreement by Developer requires the consent of the County, not to be unreasonably withheld.

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

10. Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. After the Effective Date hereof, this Agreement, at the County's cost, shall be recorded in the Official Public Records of Williamson County, Texas.

-- The remainder of this page is intentionally blank --

SIGNED as of this _____ day of _____, 2020.

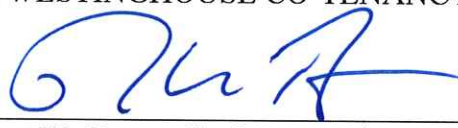
WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

Nancy Rister, County Clerk

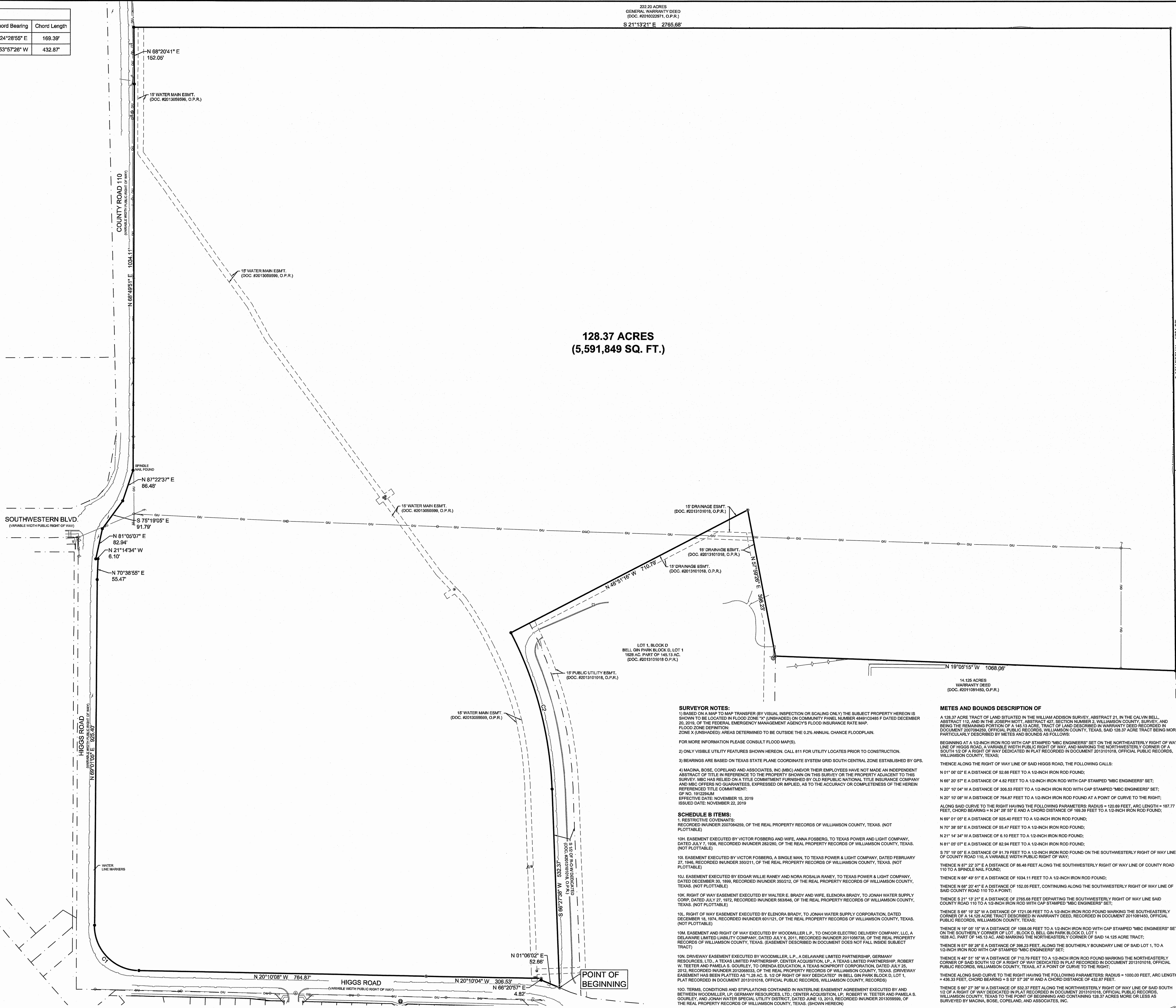
MADISON WESTINGHOUSE CO-TENANCY

By:  _____
Robert W. Teeter, Co-Owner and
Authorized Representative

[Add Proper Acknowledgements for All Parties]

Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	120.69'	187.77'	89°08'20"	N 24°28'55" E	169.39'
C2	1000.00'	436.33'	24°59'59"	S 53°57'26" W	432.87'

Exhibit "A"



LEGEND

- CONCRETE CURB
- CLEAN CUT
- FIRE HYDRANT
- TRAFFIC SIGN
- LIGHT POLE
- GUY ANCHOR
- POWER POLE
- MANHOLE
- WATER VALVE
- CHAIN-LINK FENCE
- WOOD FENCE
- WROUGHT IRON FENCE
- WATER METER
- GAS METER
- OVERHEAD UTILITY LINE

SURVEYOR NOTES:

1) BASED ON A MAP TO MAP TRANSFER (BY VISUAL INSPECTION OR SCALING ONLY) THE SUBJECT PROPERTY HEREON IS SHOWN TO BE LOCATED IN FLOOD ZONE "X" (UNSHADED) ON COMMUNITY PANEL NUMBER 444V0485 F DATED DECEMBER 20, 2019, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP. FLOOD ZONE DEFINITION: ZONE X (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

2) ONLY VISIBLE UTILITY FEATURES SHOWN HEREON. CALL 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.

3) BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM GRID SOUTH CENTRAL ZONE ESTABLISHED BY GPS.

4) MACINA, ROSE, COPELAND AND ASSOCIATES, INC. (MBC) AND/OR THEIR EMPLOYEES HAVE NOT MADE AN INDEPENDENT ABSTRACT OF TITLE IN REFERENCE TO THE PROPERTY SHOWN ON THIS SURVEY OR THE PROPERTY ADJACENT TO THIS SURVEY. MBC HAS RELIED ON A TITLE COMMITMENT FURNISHED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND MBC OFFERS NO GUARANTEES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE HEREIN REFERENCED TITLE COMMITMENT.

OF NO. 1912284M
EFFECTIVE DATE: NOVEMBER 15, 2019
ISSUED DATE: NOVEMBER 22, 2019

SCHEDULE B ITEMS:

1. RESTRICTIVE COVENANTS:
RECORDED IN UNDER 2007084259, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)

10A. EASEMENT EXECUTED BY VICTOR FOSBERG AND WIFE, ANNA FOSBERG, TO TEXAS POWER AND LIGHT COMPANY, DATED JULY 7, 1996, RECORDED IN UNDER 262280, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)

10I. EASEMENT EXECUTED BY VICTOR FOSBERG, A SINGLE MAN, TO TEXAS POWER & LIGHT COMPANY, DATED FEBRUARY 27, 1996, RECORDED IN UNDER 350211, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)

10J. EASEMENT EXECUTED BY EDGAR WILLIE RANEY AND NORA ROSALBA RANEY, TO TEXAS POWER & LIGHT COMPANY, DATED DECEMBER 30, 1989, RECORDED IN UNDER 350212, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)

10K. RIGHT OF WAY EASEMENT EXECUTED BY WALTER E. BRADY AND WIFE, ELENORA BRADY, TO JONAH WATER SUPPLY CORP., DATED JULY 27, 1972, RECORDED IN UNDER 583646, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)

10L. RIGHT OF WAY EASEMENT EXECUTED BY ELENORA BRADY, TO JONAH WATER SUPPLY CORPORATION, DATED DECEMBER 18, 1974, RECORDED IN UNDER 591121, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT PLOTTABLE)

10M. EASEMENT AND RIGHT OF WAY EXECUTED BY WOODMILLER L.P., TO ONCOR ELECTRIC DELIVERY COMPANY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED JULY 6, 2011, RECORDED IN UNDER 20106578, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (EASEMENT DESCRIBED IN DOCUMENT DOES NOT FALL INSIDE SUBJECT TRACT)

10N. DRIVEWAY EASEMENT EXECUTED BY WOODMILLER, L.P., A DELAWARE LIMITED PARTNERSHIP, GERMAN RESOURCES, LTD., A TEXAS LIMITED PARTNERSHIP, CENTER ACQUISITION, LP, A TEXAS LIMITED PARTNERSHIP, ROBERT W. TEETER AND PAMELA S. GOURLEY, TO ORIONDA EDUCATION, A TEXAS NONPROFIT CORPORATION, DATED JULY 26, 2012, RECORDED IN UNDER 20106633, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (DRIVEWAY EASEMENT HAS BEEN PLATTED AS 1.28 AC. S. 1/2 OF RIGHT OF WAY DEDICATED IN BELL GIN PARK BLOCK D, LOT 1, PLAT RECORDED IN DOCUMENT 2013101018, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.)

10O. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN WATERLINE EASEMENT AGREEMENT EXECUTED BY AND BETWEEN WOODMILLER, L.P., GERMAN RESOURCES, LTD., CENTER ACQUISITION, LP, ROBERT W. TEETER AND PAMELA S. GOURLEY, AND JONAH WATER SPECIAL UTILITY DISTRICT, DATED JUNE 13, 2013, RECORDED IN UNDER 2013059599, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN HEREON)

10P. INTEREST(S) IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT EXECUTED BY LINDA BRADY JOHNSON, WANDA BRADY GLASS AND EARL WAYNE BRADY TO WOODMILLER, L.P., A DELAWARE LIMITED PARTNERSHIP, GERMAN RESOURCES, LTD., A TEXAS LIMITED PARTNERSHIP, CENTER ACQUISITION, LP, A TEXAS LIMITED PARTNERSHIP, AND ROBERT W. TEETER AND WIFE, PAMELA S. GOURLEY, DATED OCTOBER 1, 2007, RECORDED IN UNDER 2007084259, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT PLOTTABLE))

METES AND BOUNDS DESCRIPTION OF

A 128.37 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT 21, IN THE CALVIN BELL ABSTRACT 112, AND IN THE JOSEPH MOTT ABSTRACT 427, SECTION NUMBER 2, WILLIAMSON COUNTY, SURVEY, AND BEING THE REMAINING PORTION OF A 145.13 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT 2007084259, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 128.37 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET ON THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGGS ROAD, A VARIABLE WIDTH PUBLIC RIGHT OF WAY, AND MARKING THE NORTHEASTERLY CORNER OF A SOUTH 1/2 OF A RIGHT OF WAY DEDICATED IN PLAT RECORDED IN DOCUMENT 2013101018, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE RIGHT OF WAY LINE OF SAID HIGGS ROAD, THE FOLLOWING CALLS:

N 01° 06' 02" E A DISTANCE OF 52.66 FEET TO A 1/2-INCH IRON ROD FOUND;

N 68° 20' 57" E A DISTANCE OF 4.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET;

N 20° 10' 04" W A DISTANCE OF 306.53 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET;

N 20° 10' 08" W A DISTANCE OF 764.87 FEET TO A 1/2-INCH IRON ROD FOUND AT A POINT OF CURVE TO THE RIGHT; ALONG SAID CURVE TO THE RIGHT HAVING THE FOLLOWING PARAMETERS: RADIUS = 120.69 FEET, ARC LENGTH = 187.77 FEET, CHORD BEARING = N 24° 28' 55" E AND A CHORD DISTANCE OF 169.39 FEET TO A 1/2-INCH IRON ROD FOUND;

N 69° 01' 05" E A DISTANCE OF 623.40 FEET TO A 1/2-INCH IRON ROD FOUND;

N 70° 38' 55" E A DISTANCE OF 55.47 FEET TO A 1/2-INCH IRON ROD FOUND;

N 21° 14' 34" W A DISTANCE OF 6.10 FEET TO A 1/2-INCH IRON ROD FOUND;

N 81° 09' 07" E A DISTANCE OF 82.94 FEET TO A 1/2-INCH IRON ROD FOUND;

S 75° 19' 05" E A DISTANCE OF 91.79 FEET TO A 1/2-INCH IRON ROD FOUND ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 110, A VARIABLE WIDTH PUBLIC RIGHT OF WAY;

THENCE N 87° 22' 37" E A DISTANCE OF 86.48 FEET ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 110 TO A SPINDLE NAIL FOUND;

THENCE N 68° 49' 51" E A DISTANCE OF 1034.11 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE N 68° 20' 41" E A DISTANCE OF 152.05 FEET, CONTINUING ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 110 TO A POINT;

THENCE S 21° 13' 21" E A DISTANCE OF 2765.68 FEET DEPARTING THE SOUTHWESTERLY RIGHT OF WAY LINE SAID COUNTY ROAD 110 TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET;

THENCE S 68° 19' 32" W A DISTANCE OF 1721.06 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHEASTERLY CORNER OF A 14.126 ACRE TRACT DESCRIBED IN WARRANTY DEED, RECORDED IN DOCUMENT 2011081450, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE N 19° 05' 15" W A DISTANCE OF 1068.06 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET ON THE SOUTHERLY CORNER OF LOT, BLOCK D, BELL GIN PARK BLOCK D, LOT 1, 1628 AC. PART OF 145.13 AC. AND MARKING THE NORTHEASTERLY CORNER OF SAID 14.126 ACRE TRACT;

THENCE N 67° 59' 26" E A DISTANCE OF 398.23 FEET, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1, TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET;

THENCE N 48° 51' 16" W A DISTANCE OF 710.79 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE NORTHEASTERLY CORNER OF SAID SOUTH 1/2 OF A RIGHT OF WAY DEDICATED IN PLAT RECORDED IN DOCUMENT 2013101018, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AT A POINT OF CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING THE FOLLOWING PARAMETERS: RADIUS = 1000.00 FEET, ARC LENGTH = 436.33 FEET, CHORD BEARING = S 53° 57' 26" W AND A CHORD DISTANCE OF 432.87 FEET;

THENCE S 66° 27' 38" W A DISTANCE OF 532.37 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID SOUTH 1/2 OF A RIGHT OF WAY DEDICATED IN PLAT RECORDED IN DOCUMENT 2013101018, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS TO THE POINT OF BEGINNING AND CONTAINING 128.37 ACRES MORE OR LESS AS SURVEYED BY MACINA, ROSE, COPELAND, AND ASSOCIATES, INC.

REVISIONS:				
DATE	No.	DESCRIPTION	BY	

LAND TITLE SURVEY OF

A 128.37 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT 21, IN THE CALVIN BELL ABSTRACT 112, AND IN THE JOSEPH MOTT ABSTRACT 427, SECTION NUMBER 2, WILLIAMSON COUNTY, SURVEY, AND BEING THE REMAINING PORTION OF A 145.13 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT 2007084259, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

mac ENGINEERS

MACINA • BOSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com
FIRM REGISTRATION NUMBER: T.B.P.E. F-784 & T.B.P.L.S. 10011700

DESIGN	
DRAWN	JC
CHECKED	JC
DATE	JCJ
JOB NO.	32413-WILL
SHT.	1 OF 1



TO: WESTERN RIM INVESTMENT ADVISORS, INC., A NEVADA CORPORATION; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION II SURVEY.

JOE CHRISTIAN JOHNSON

R.P.L.S. NO. 5578

EXHIBIT B

County: Williamson
Parcel: 13
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 13

BEING a 7.345 acre parcel (319,955 Square Feet) of land, situated in the C. Bell Survey, Abstract No. 112, in Williamson County, Texas, being a part of the remainder portion of a called 145.13 acre tract of land described in a Warranty Deed to Woodmiller, LP., et al, recorded in Document No. 2007084259 of the Official Public Records of Williamson County, Texas. Said 7.345 acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,192,156.74, E: 3,144,842.23) for an angle point in the west line of said remainder portion of the 145.13 acre tract and being in the existing easterly right-of-way line of County Road No. 111, commonly known as Westinghouse Road (being a variable width right-of-way at this point), said 1/2-inch iron rebar found being 659.14 feet left of and at a right angle to Engineers Centerline Station 77+17.86, from which a 1/2-inch iron rebar found for an angle point in said west line of the remainder portion of the 145.13 acre tract and said existing easterly right-of-way line of County Road No. 111, bears North 20°09'00" West, a distance of 465.81 feet;

THENCE, South 20°26'30" East, along said west line of the remainder portion of the 145.13 acre tract and said existing easterly right-of-way line of County Road No. 111, a distance of 567.02 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,191,625.43, E: 3,145,040.28) of the herein described tract, said 1/2-inch iron rebar with cap set being 92.96 feet left of and at a right angle to Engineers Centerline Station 76+87.12;

THENCE, departing said existing easterly right-of-way line of County Road No. 111, over and across said remainder portion of the 145.13 acre tract and along the proposed northwesterly right-of-way line of County Road No. 111, the following nine (9) courses and distances:

1. **South 72°32'45" East**, a distance of **38.03 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
2. **North 66°27'00" East**, a distance of **492.19 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of curvature of a curve to the left;
3. Northeasterly along the arc of said curve to the left having a radius of **932.00 feet**, an arc length of **551.19 feet**, a delta angle of **33°53'30"**, and a chord which bears **North 49°30'15" East**, a distance of **543.19 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of tangency;

4. **North 32°33'45" East**, a distance of **200.28 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
5. **North 57°26'15" West**, a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
6. **North 32°33'45" East**, a distance of **535.00 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
7. **South 57°26'15" East**, a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
8. **North 32°33'45" East**, a distance of **691.55 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of curvature of a curve to the right; and
9. Northeasterly along the arc of said curve to the right having a radius of **1068.00 feet**, an arc length of **31.12 feet**, a delta angle of **01°40'15"**, and a chord which bears **North 33°24'00" East** a distance of **31.12 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the north line of said remainder portion of the 145.13 acre tract and the existing southeasterly right-of-way line of County Road No. 110 (being a variable width right-of-way at this point), from which a cotton spindle found for an angle point in said north line of the remainder portion of the 145.13 acre tract and said existing southeasterly right-of-way line of County Road No. 110, bears South 68°50'00" West, a distance of 847.38 feet;

THENCE along said north line of the remainder portion of the 145.13 acre tract and said existing southeasterly right-of-way line of County Road No. 110, the following two (2) courses and distances:

1. **North 68°50'00" East**, a distance of **186.92 feet** to a 1/2-inch iron rebar found; and
2. **North 68°17'00" East**, a distance of **113.14 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the proposed southeasterly right-of-way line of said County Road No. 111, from which a 1/2-inch iron rebar found for the northeast corner of said remainder portion of the 145.13 acre tract and the northwest corner of a called 223.20 acre tract of land described in a General Warranty Deed to Bernard S. Anderson and Gladys R. Anderson, recorded in Document No. 2010022971, of said Official Public Records, also being in said existing southeasterly right-of-way line of County Road No. 110, bears North 68°17'00" East a distance of 38.87 feet;

THENCE departing said existing southeasterly right-of-way line of County Road No. 110, over and across said remainder portion of the 145.13 acre tract and along said proposed southeasterly right-of-way line of County Road No. 111, the following seven (7) courses and distances:

1. Southwesterly along the arc of a curve to the left having a radius of **932.00 feet**, an arc length of **277.77 feet**, a delta angle of **17°04'30"**, and a chord which bears **South 41°06'00" West** a distance of **276.74 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of tangency;

2. **South 32°33'45" West**, a distance of **691.55 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set a corner;
3. **South 57°26'15" East**, a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
4. **South 32°33'45" West**, a distance of **535.00 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
5. **North 57°26'15" West**, a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
6. **South 32°33'45" West**, a distance of **200.28 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of curvature of a curve to the right; and
7. Southwesterly along the arc of said curve to the right having a radius of **1068.00 feet**, an arc length of **181.00 feet**, a delta angle of **09°42'30"**, and a chord which bears **South 37°25'00" West**, a distance of **180.77 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the west line of said remainder portion of the 145.13 acre tract and the east line of Lot 1, Block D, BELL GIN PARK, a subdivision recorded in Document No. 2013101018, of said Official Public Records;

THENCE along the west line of the remainder portion of the 145.13 acre tract and said east line of said BELL GIN PARK subdivision, the following two (2) courses and distances:

1. **North 48°49'45" West**, a distance of **9.47 feet** to a mag nail with washer stamped "RPLS 5784" set for the Northeast corner of said Lot 1 and the southeast corner of a 1.28 acre right-of-way dedication as shown on the subdivision plat of said BELL GIN PARK; and
2. **North 48°51'30" West**, a distance of **56.00 feet** to the northeast corner of said 1.28 acre right-of-way dedication and said BELL GIN PARK, also being an interior corner of said remainder portion of the 145.13 acre tract;

THENCE along a south line of said remainder portion of the 145.13 acre tract and along the north line of said 1.28 acre right-of-way dedication and BELL GIN PARK, the following two (2) courses and distances:

1. Southwesterly along the arc of a curve to the right having a radius of **1000.00 feet**, an arc length of **436.42 feet**, a delta angle of **25°00'15"**, and a chord which bears **South 53°57'15" West**, a distance of **432.96 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of tangency; and
2. **South 66°27'30" West**, a distance of **532.40 feet** to a mag nail with washer stamped "RPLS 5784" set the northwest corner of said 1.28 acre right-of-way dedication and BELL GIN PARK, being the western most southwest corner of said remainder portion of the 145.13 acre tract, and being in said existing easterly right-of-way line of County Road No. 111;

THENCE along said west line of the remainder portion of the 145.13 acre tract and said existing easterly right-of-way line of County Road No. 111, the following two (2) courses and distances:

1. **North 01°05'15" East**, a distance of **52.55 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set; and
2. **North 20°26'30" West** a distance of **53.99 feet** to the **POINT OF BEGINNING** and containing 7.345 acres of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

I certify that this survey was made on the ground under the direction and supervision of Brian F. Peterson, RPLS (now retired) of the property legally described herein and is correct, to the best of my knowledge and belief.

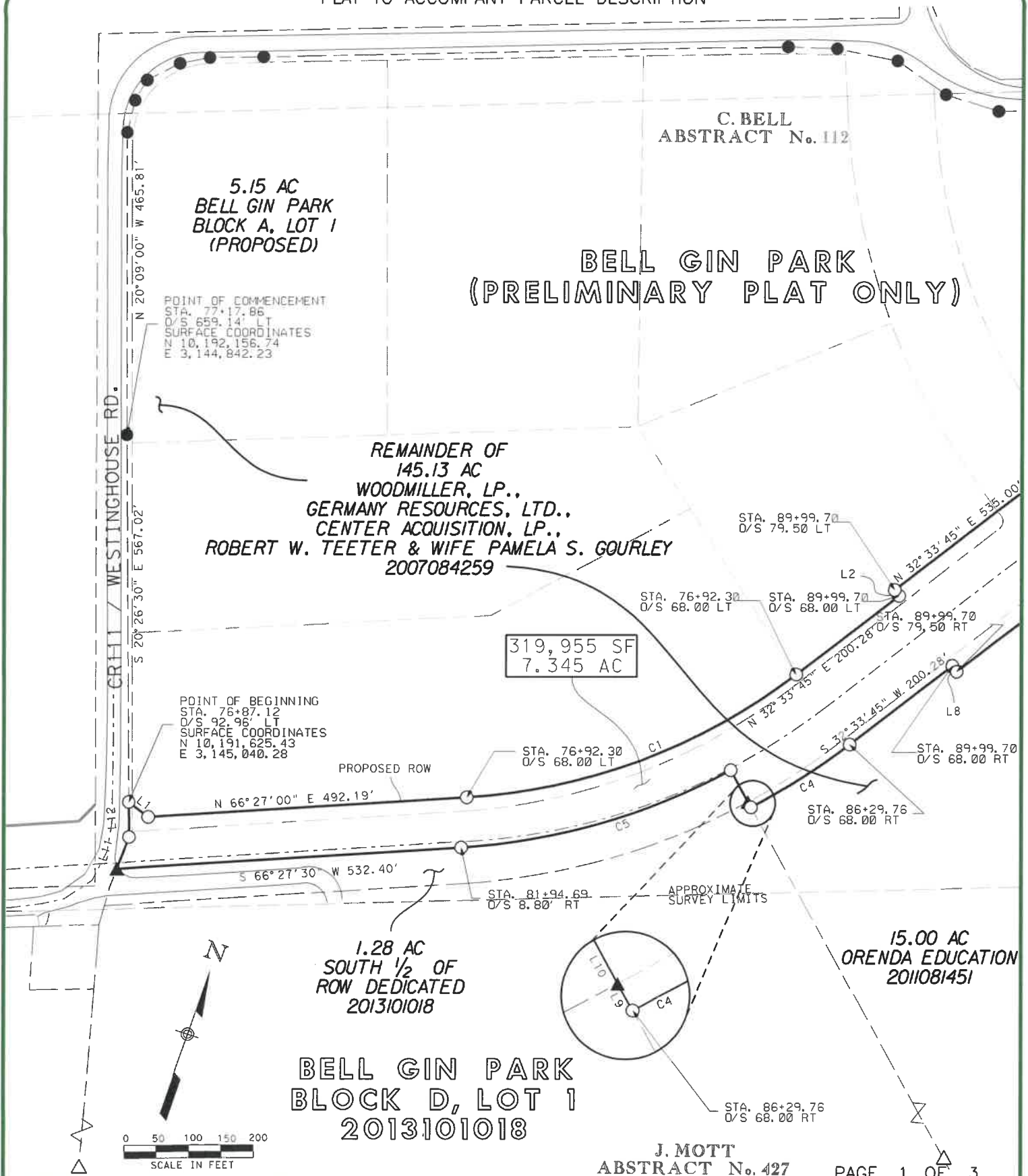
StegerBizzell, Inc.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
1978 S. Austin Ave, Georgetown, Texas
TBPELS No. 100037000
State of Texas



P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 13.docx



STEGER BIZZELL

ADDRESS 1078 S. AUSTIN AVENUE GEORGETOWN, TX 78626
 PHONE 512.930.9412 FAX 512.930.9412
 SERVICES >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 WOODMILLER, LP., GERMANY RESOURCES, LTD.,
 CENTER ACQUISITION, LP., ROBERT W. TEETER &
 WIFE PAMELA S. GOURLEY

WILLIAMSON COUNTY
 1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

124.91 AC
MARVIN G. PATTERSON &
BARBARA KAY PATTERSON
510/557

PROPOSED
DRAINAGE
EASEMENT

0 50 100 150 200
SCALE IN FEET

STA. 102+55.38
O/S 68.00 LT

STA. 102+26.24
O/S 68.00 LT

STA. 105+24.28
O/S 68.00 RT

319,955 SF
7.345 AC

PROPOSED
DRAINAGE
EASEMENT

STA. 102+26.24
O/S 68.00 RT

STA. 95+34.70
O/S 79.50 LT

STA. 95+34.70
O/S 68.00 LT

STA. 95+34.70
O/S 68.00 RT

STA. 95+34.70
O/S 79.50 RT

CR110

145.13 AC

CR111 / WESTINGHOUSE RD.

BERNARD S. & GLADYS R. ANDERSON
AS TRUSTEE OF THE BERNARD S. AND
GLADYS R. ANDERSON TRUST
2010022971

REMAINDER OF
145.13 AC
WOODMILLER, LP.,
GERMANY RESOURCES, LTD.,
CENTER ACQUISITION, LP.,
ROBERT W. TEETER & WIFE PAMELA S. GOURLEY
2007084259

BELL GIN PARK
(PRELIMINARY PLAT ONLY)

C. BELL
ABSTRACT No. 112

J. MOTT
ABSTRACT No. 427

PAGE 2 OF 3

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.8412 FAX 512.930.8412
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
WOODMILLER, LP., GERMANY RESOURCES, LTD.,
CENTER ACQUISITION, LP., ROBERT W. TEETER &
WIFE PAMELA S. GOURLEY

SCALE:
1"=200'

PARCEL:
13

PROJECT:
CR 111

COUNTY:
WILLIAMSON

W
WILLIAMSON
COUNTY
1848

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED

△ CALCULATED POINT

⊕ NAIL FOUND

⌒ CENTER LINE

() RECORD INFORMATION

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

— LINE BREAK

X FENCE CORNER

⊙ SPINDLE FOUND

▲ MAG NAIL SET WITH WASHER STAMPED "STEGER BIZZELL"

CODE	BEARING	DISTANCE
L1	S 72°32'45" E	38.03'
L2	N 57°26'15" W	11.50'
L3	S 57°26'15" E	11.50'
L4	N 68°50'00" E	186.92'
L5	N 68°17'00" E	113.14'
L6	N 68°17'00" E	38.87'
L7	S 57°26'15" E	11.50'
L8	N 57°26'15" W	11.50'
L9	N 48°49'45" W	9.47'
L10	N 48°51'30" W	56.00'
L11	N 01°05'15" E	52.55'
L12	N 20°26'30" W	53.99'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	932.00'	551.19'	N 49°30'15" E	543.19'	33°53'30"
C2	1068.00'	31.12'	N 33°24'00" E	31.12'	1°40'15"
C3	932.00'	277.77'	S 41°06'00" W	276.74'	17°04'30"
C4	1,068.00'	181.00'	S 37°25'00" W	180.77'	9°42'30"
C5	1,000.00'	436.42'	S 53°57'15" W	432.96'	25°00'15"

NOTES:

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND IN JUNE 2015, UNDER THE DIRECTION AND SUPERVISION OF BRIAN F. PETERSON, RPLS (NOW RETIRED).

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS



PAGE 3 OF 3



PARCEL PLAT SHOWING PROPERTY OF:
WOODMILLER, LP., GERMANY RESOURCES, LTD.,
CENTER ACQUISITION, LP., ROBERT W. TEETER &
WIFE PAMELA S. GOURLEY

SCALE:
1"=200'

PARCEL:
13

PROJECT:
CR 111

COUNTY:
WILLIAMSON



Exhibit "C"



CR 111 (WESTINGHOUSE ROAD) IMPROVEMENTS
Williamson County Project No. <TBD>
Limits: From STA. 77+00 to STA. 105+00

TRAFFIC CONTROL		\$	45,136.00
ROADWAY		\$	729,718.45
DRAINAGE		\$	130,104.00
SIGNING, STRIPING AND DELINEATION		\$	8,952.11
EROSION CONTROL		\$	96,153.76
TOTAL PROBABLE COST OF CONSTRUCTION		\$	1,010,064.32

TRAFFIC CONTROL						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY	UNIT COST	ITEM COST
500	6001	MOBILIZATION	LS	0.1	\$ 104,000.00	\$ 14,560.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.5	\$ 10,400.00	\$ 26,208.00
6001	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	42	\$ 104.00	\$ 4,368.00
SUBTOTAL						\$ 45,136.00

ROADWAY						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY		ITEM COST
100	6002	PREPARING ROW	STA	28	\$ 2,080.00	\$ 58,240.00
110	6001	EXCAVATION (ROADWAY)	CY	11,278	\$ 14.56	\$ 164,207.68
132	6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	1,359	\$ 12.48	\$ 16,960.32
247	6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	2,379	\$ 43.68	\$ 103,914.72
247	6084	FL BS (CMP IN PLC)(TY A GR 4)	TON	-	\$ 36.40	\$ -
260	6002	LIME (HYDRATED LIME (SLURRY))	TON	130	\$ 156.00	\$ 20,350.72
260	6073	LIME TRT (SUBGRADE)(8")	SY	7,245	\$ 2.29	\$ 16,576.93
310	6001	PRIME COAT (MULTI OPTION)	GAL	1,914	\$ 4.16	\$ 7,962.24
316	6193	AGGR(TY-D GR-5 SAC-B)	CY	53	\$ 135.20	\$ 7,165.60
316	6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	2,166	\$ 3.64	\$ 7,884.24
341	6008	D-GR HMA TY-B PG64-22	TON	1,052	\$ 78.00	\$ 82,056.00
341	6042	D-GR HMA TY-D SAC-B PG70-22	TON	2,105	\$ 83.20	\$ 175,136.00
529	6008	CONC CURB & GUTTER (TY II)	LF	3,200	\$ 18.72	\$ 59,904.00
530	6005	DRIVEWAYS (ACP)	SY	180	\$ 52.00	\$ 9,360.00
SUBTOTAL						\$ 729,718.45

DRAINAGE						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY		ITEM COST
432	6002	RIPRAP (CONC)(5 IN)	CY	200	\$ 468.00	\$ 93,600.00
464	6003	RC PIPE (CL III)(18 IN)	LF	385	\$ 62.40	\$ 24,024.00
465	6016	INLET (COMPL)(PCO)(3FT)(BOTH)	EA	2	\$ 5,720.00	\$ 11,440.00
467	6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	1	\$ 1,040.00	\$ 1,040.00
SUBTOTAL						\$ 130,104.00

SIGNING, STRIPING AND DELINEATION					
ITEM CODE	DESCRIPTION		UNITS	QUANTITY	UNIT COST
644 6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)		EA	2	\$ 364.00
666 6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)		LF	4,865	\$ 0.42
666 6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)		LF	597	\$ 1.04
666 6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)		EA	2	\$ 124.80

666	6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	EA	2	\$	156.00	\$	312.00
666	6311	RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	LF	1,980	\$	0.47	\$	926.64
666	6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	6,072	\$	0.42	\$	2,525.95
666	6146	REFL PAV MRK TY I (Y)24"(SLD)(090MIL)	LF	126	\$	8.32	\$	1,048.32
672	6007	REFL PAV MRKR TY I-C	EA	22	\$	3.64	\$	79.50
672	6009	REFL PAV MRKR TY II-A-A	EA	89	\$	4.16	\$	369.82
672	6010	REFL PAV MRKR TY II-C-R	EA	16	\$	4.16	\$	67.56

SUBTOTAL

\$ 8,952.11

EROSION CONTROL								
ITEM CODE		DESCRIPTION	UNITS	QUANTITY			ITEM COST	
160	WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	2,388	\$	1.87	\$	4,470.34
161	WC001	EROSION CONTROL COMPOST (3")	SY	1,791	\$	3.12	\$	5,587.92
162	WC103	MULCH TOPDRESSING (5")	SY	1,791	\$	5.20	\$	9,313.20
164	WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY	SY	10,398	\$	0.42	\$	4,325.54
164	WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM)(	SY	31,192	\$	0.62	\$	19,463.90
166	6002	FERTILIZER	TON	1.30	\$	1,040.00	\$	1,351.17
168	WC01	VEGETATIVE WATERING	MG	624	\$	22.88	\$	14,273.46
506	6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	5,600	\$	5.20	\$	29,120.00
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	5,600	\$	1.04	\$	5,824.00
730	6003	SPOT MOWING	AC	2.1	\$	520.00	\$	1,113.84
730	6107	FULL - WIDTH MOWING	CYC	0.4	\$	3,120.00	\$	1,310.40

SUBTOTAL

\$ 96,153.76