

**DEVELOPMENT AGREEMENT BY AND
BETWEEN WILLIAMSON COUNTY AND
SANTA RITA KC, LLC AND ITS AFFILIATED ENTITIES
REGARDING DEDICATION OF RIGHT-OF-WAY AND CERTAIN
IMPROVEMENTS TO REAGAN BOULEVARD**

This Development Agreement (the “**Agreement**”) is made by and between **Williamson County, Texas** (the “**County**”) and **Santa Rita KC, LLC**, a Texas limited liability company (the “**Developer**”), both acting by and through their duly authorized agents. **K29 1941 Investments, LP**, a Texas limited partnership, **SRFV Development, LLC**, a Texas limited liability company, **Santa Rita Investments, Ltd.**, a Texas limited partnership, **Santa Rita C7 Investments, LLC**, a Texas limited liability company, **Santa Rita Commercial, LLC**, a Texas limited liability company, **Santa Rita Master Community, Inc.**, a Texas non-profit corporation, **Wilco Land Investments I, LLC**, a Texas limited liability company, **Wilco Land Investments II, LLC**, a Texas limited liability company and **Wilco Land Investments III, LLC**, a Texas limited liability company (“**Affiliates**”), entities affiliated with the Developer and acting by and through their duly authorized agents, are joining this Agreement for the limited purpose of indicating their agreement to dedicate land and/or grant easements as set out below. The term “**Developer Parties**” means the Developer and the Affiliates, collectively, and the term “**Parties**” means the County and the Developer Parties.

RECITALS

WHEREAS, the Developer Parties own and/or have developed land abutting Ronald Reagan Blvd. (“**Reagan Blvd**”), as depicted on **Exhibit A** attached (the “**Property**”); and

WHEREAS, the Developer Parties intend to continue to invest in, or develop, the Property as residential development with some commercial uses; and

WHEREAS, the County and the Developer Parties acknowledge the need to make certain improvements to Reagan Blvd (the “**Reagan Improvements**”) to accommodate the development of the Property and to support County’s regional road system, and the Developer Parties and the County have reached certain agreements with respect to the installation of the Reagan Improvements and the impact of such installation on the Property which they wish to memorialize by this Agreement; and

WHEREAS, the Reagan Improvements will be constructed in phases, consisting of an interim improvements (the “**Interim Project**”) and permanent improvements (the “**Permanent Project**”);

NOW THEREFORE, in consideration of the mutual covenants and agreements made herein, the Parties do hereby agree as follows:

Article I.
County Responsibilities

1.1 The County, at the County’s expense, will be responsible for the design and construction of the Reagan Improvements, which include additional turn lanes, interim traffic

signals, permanent traffic signals and utility improvements, as described herein. A more detailed list of the Reagan Improvements is shown on **Exhibit B** attached. The County will commence construction of the Interim Project on or before twelve months after the execution of this Agreement.

1.2 As part of the Interim Project, once a traffic signal is warranted in accordance with the County's traffic guidelines, the County, at the County's expense, will install temporary traffic signals at the following intersections: (i) Reagan Blvd and Kauffman Loop (the "**Kauffman Intersection**"), (ii) Reagan Blvd and Santa Rita Boulevard (the "**SR Blvd Intersection**"), (iii) Reagan Blvd and Elizabeth Park Boulevard (the "**Elizabeth Park Intersection**"), and (iv) Reagan Blvd and Tower Road ("the **Tower Intersection**"). As part of the Permanent Project, the County, at the County's expense, will replace previously installed temporary traffic signals with permanent traffic signals, and as to any such intersection where a traffic signal was not installed as a part of the Interim Project, once the traffic signal is warranted in accordance with the County's traffic regulations, the County, at the County's expense, will install a permanent traffic signal at such intersection(s). Each of the Kauffman Intersection, SR Blvd Intersection, Elizabeth Park Intersection and Tower Intersection (which may be referred to collectively as the "**Primary Intersections**") is shown on **Exhibit C** attached.

1.3 As a part of the Interim Project, the County, at the County's expense, will build northbound and southbound deceleration lanes and acceleration lanes at each of the Primary Intersections and also at the intersections of (i) Reagan Blvd and Augustine Way and (ii) Reagan Blvd and Mercy Way/Artwater Street (both of which also are shown on **Exhibit C**). Any such deceleration or acceleration lane built by the County and then disturbed by the Permanent Project will be replaced by the County at the County's expense.

1.4 At any time after completion of the Interim Project, the County will allow the Developer, at the Developer's expense, to install pedestrian crossings under or through the Reagan Blvd right of way at the locations shown on **Exhibit D** attached. The County and the Developer will enter into a license agreement which shall state that the crossings will be built and maintained by the Developer after construction subject to the Developer's right to transfer such maintenance obligations to a homeowner's association serving portions of the Property. The form for the license agreement is attached hereto as **Exhibit E**.

1.5 The County agrees no easement or right of way will be required out of the Property for stormwater drainage requirements for either the Interim Project or the Permanent Project. All stormwater detention requirements for the Interim Project and the Permanent Project will be at the expense of the County.

1.6 The County will not condition the grant of any approvals for the construction of any improvements within the Property on the completion of the Reagan Improvements and/or the improvements the County is agreeing to build under this Agreement (*i.e.*, the County will not deny or condition any permit for the design or construction of improvements within the Property on the construction, installation, or deposit of fiscal for, any improvements which the County is building under this Article 1 or any of the Reagan Improvements).

1.7 The County will not require more than a twenty-five foot (25') setback from the Reagan Blvd right of way within the portions of the Property that abut Reagan Blvd.

1.8 As a part of both the Interim Project and the Permanent Project, the County will install sleeves, conduit and/or pipes within the Reagan Blvd right of way to allow utilities to cross between the east and west sides of Reagan Blvd which adjoin the Property in the approximate locations shown on **Exhibit F**. The County will cause the contractor(s) to bid installation of such sleeves as an alternate, and the Developer will pay the cost of such installation pursuant to the alternate bid.

1.9 To the extent utilities currently located on or adjacent to the Property are relocated and/or new utility lines are built in connection with the construction of any Reagan Improvements, the County will relocate and/or construct such utility improvements at the County's expense. The County will not damage any then-existing entry, signage or landscaping improvements located at the intersections of roads within the Property and Reagan Blvd (and to the extent such damage occurs, the County will promptly repair and/or replace, with like quality items, the damaged items at the County's expense). Without limiting the generality of the remainder of this Section 1.9, the County will bore under each of the Primary Intersections (and other intersections of public roads within the Property and Reagan Blvd) for the installation or relocation of utilities at sufficient depths as to not damage any improvements located at such intersections. The County also will locate its utility crossings of Reagan Blvd outside of such intersections to limit the damage to the sign, entry and landscaping improvements located at such intersections.

1.10 The County will use reasonable efforts to minimize disruption to the traffic patterns within the Property in constructing the Reagan Improvements, including constructing alternate access points during any extended period of closure.

1.11 The County acknowledges that cattle are located on various portions of the Property. In each area where cattle are or may be located, the County will build replacement fences of at least the same quality as those removed and will build such replacement fences before removing the existing fences so that the cattle will be contained by fencing at all times. The Developer has approved the fencing specifications attached as **Exhibit G**. Existing fences that do not need to be removed for construction of the Interim Project can remain until the Permanent Project is built (at which time, to the extent fences remain on the Property, the same procedure will be followed and the County will replace such fences in the same manner as described in this Section 1.11). Prior to removal of any fence, the County shall contact the Developer's designated representative to confirm whether cattle are grazed in the area proposed for fence removal. The Developer's current representative for this purpose only is Mike Griffin at (512) 217-1226.

Article II. Developer Obligations

2.1 The Developer Parties will dedicate to the County approximately 11.05 acres of right-of-way for the construction of the Interim Project and approximately 10.29 acres of right-of-way for the Permanent Project, which areas are described on **Exhibit H**. The County, at the County's expense, will create a separate metes and bounds description for the portion of the Property owned by each of the Developer Parties that will be dedicated pursuant to the preceding

sentence. The dedications to the County will be free and clear of all liens and subject to the County's timely completion of each such metes and bounds description, shall occur within sixty (60) days after the last to occur of (i) the date all Parties approve and enter into this Agreement, and (ii) the date the County notifies the Developer that the Contingency (defined in Section 2.2) is satisfied (such later date, the **"Final Approval Date"**).

2.2 The City of Georgetown, Texas (the **"City"**) currently holds twenty foot (20') wide waterline easements (the **"Existing Water Easements"**) adjacent to the Reagan Blvd right of way generally in the locations shown on **Exhibit I**. The Parties' obligations under this Agreement are contingent (the **"Contingency"**) upon the County entering into an Interlocal Agreement with the City in a form approved by the Developer under which the County and City agree that at the County's expense, and as a part of the Permanent Project, (i) the City will relocate to the west side of the Reagan Blvd right of way, and either abandon in place or remove, the segment of the 24" water line located within the Existing Water Easements that adjoins and extends along the east side of the Reagan Blvd right of way and is identified on **Exhibit I** as **"Abandoned Line"** (so referred to herein), and (ii) upon such relocation, the City will permanently release the portions of the Existing Water Easements in which the Abandoned Line is located. The City must acknowledge in the Interlocal Agreement that prior to such relocation, all or part of the Existing Water Easements may be subsumed within the Reagan Blvd right of way dedicated by the Developer and Affiliates as described in Section 2.1 and must agree that (y) the existing 24" water line will not be relocated onto the portions of the Property east of Reagan Blvd, and (z) the City will not require from the Developer Parties any new water easements along Reagan Blvd other than the New Water Easements (this is not intended to preclude a condemnation action filed by the City if future water easements are required for City projects). The Developer Parties will grant new twenty-foot (20') waterline easements (the **"New Water Easements"**) along the west side of the Reagan Blvd right of way in the general locations shown on **Exhibit I** (and so labeled) within sixty (60) days after the Final Approval Date. The County, at the County's expense, will obtain surveys of the New Water Easements and the New Water Easements will be on a form approved by the Developer. The County agrees that no amendment may be made to the terms and conditions of the Interlocal Agreement that would modify the terms of this Section 2.2 without the Developer's prior written approval. *If the Contingency is not satisfied by January 31, 2024, either the Developer or the County may terminate this Agreement on notice to the other Party, delivered before the Contingency is satisfied.*

Article III. Miscellaneous

3.1 Mutual Assistance. Each of the Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions of this Agreement.

3.2 Representations and Warranties. The County represents and warrants to the Developer that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. The Developer Parties represent and warrant to the County that they have the requisite authority to enter into this Agreement.

3.3 Default. If any of the Parties should default in the performance of any obligations of this Agreement, the other party(ies) shall provide such defaulting party written notice of the default, and a period of thirty (30) days to cure such default, provided, however, if the nature of the default does not involve the payment of money and is such that it cannot be reasonably cured within thirty (30) days, then the defaulting party shall have such time as is reasonably necessary to cure the default so long as the cure is commenced in thirty (30) days and diligently pursued to completion, prior to instituting an action for breach or pursuing any other remedy for default. If the defaulting party remains in default after notice and opportunity to cure, the non-defaulting party(ies) shall have the right to pursue any remedy at law or in equity for the defaulting party's breach.

3.4 Attorney's Fees. In the event any legal action or proceeding is commenced between any of the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

3.5 Entire Agreement. This Agreement contains the entire agreement between the Parties as to the widening of Reagan Blvd.

3.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns, as (i) successor to the County in building the Reagan Improvements or (ii) successor to a Developer Party as owner of the applicable portion of the Property.

3.7 Assignment. The obligations of the Developer Parties shall run with the land to the extent not fully performed (the Parties anticipate that upon the dedication by a particular Developer Party of its land and/or grant of the temporary drainage easement or required New Water Easement, the obligations of that Developer Party will be deemed fully performed). The Developer may assign all or part of its rights and obligations to a third party without the written consent of the County, so long as the assignee has the financial ability and development experience to perform the obligations of Developer hereunder. The County will execute a release of this Agreement at the request of an Developer Party who has fully performed its obligations under this Agreement, to acknowledge such Developer Party has no further obligations hereunder.

3.8 Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by the Parties; provided, however, that each of the Developer Parties, by its signature to this Agreement, agrees that the Developer is authorized to sign any amendment to this Agreement, and such signature will bind each of the Developer Parties *except* any Developer Party with a continuing obligation under this Agreement whose land is directly impacted by such amendment must also sign the amendment.

3.9 Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by actual delivery, email (with a copy sent by another method permitted in this Section 3.9), or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Developer: c/o Santa Rita KC, LLC
Attn: James Edward Horne
7143 Valburn Drive
Austin, Texas 78731
Email: ed@srtraustin.com

With a copy to: Hurst, Savage & Vanderburg, LLP
Attn: Ann Vanderburg
814 W. 10th Street
Austin, Texas 78701
Email: avanderburg@hsvllp.com

County: Williamson County, Texas
Bill Gravell, County Judge
710 S. Main Street
Georgetown, TX 78626
Email:

With a copy to: Charlie Crossfield
Sheets & Crossfield, PLLC
309 East Main St.
Round Rock, TX 78664
Email: charlie@scrllaw.com

Either Party may designate a different address at any time upon written notice to the other party.

3.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

3.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

3.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

3.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

3.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

3.15 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes:

<u>Exhibit "A"</u>	Sketch Showing the Property
<u>Exhibit "B"</u>	Reagan Improvements
<u>Exhibit "C"</u>	Road Intersections
<u>Exhibit "D"</u>	Pedestrian Crossings
<u>Exhibit "E"</u>	Form of License Agreement for Pedestrian Crossings
<u>Exhibit "F"</u>	Location of Sleeves
<u>Exhibit "G"</u>	Fence Specifications
<u>Exhibit "H"</u>	Right of Way to be Dedicated
<u>Exhibit "I"</u>	Existing and New Water Line Locations

3.16 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the development of the Reagan Improvements or the design, construction or operation of any portion of the Reagan Improvements.

3.17 Force Majeure. If, by reason of Force Majeure (as hereinafter defined), any Party shall be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such Party shall give written notice of the particulars of such Force Majeure to the other Party or Parties within a reasonable time after the occurrence thereof. The obligations of the Party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and any such Party shall in good faith exercise its best efforts to remove and overcome such inability. The term "**Force Majeure**" as utilized herein shall mean and refer to acts of God; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; lightning; fires; hurricanes; storms; floods; or other natural disasters or other causes not reasonably within the control of the Party claiming such inability.

3.18 Effective Date. This Agreement becomes effective when signed by the last Party whose signature makes this Agreement fully executed.

(Signature Pages Follow)

IN WITNESS WHEREOF, THE PARTIES have executed counterparts to effectuate this Agreement to be effective as of the last date of due execution.

THE COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell
County Judge

Date: _____

Attest:

Nancy Rister, County Clerk

ACKNOWLEDGMENT

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

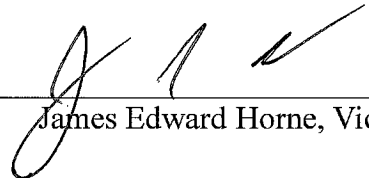
This instrument was acknowledged before me on this the ____ day of _____, 2023 by Bill Gravell, County Judge of Williamson County, Texas, on behalf of said governmental entity.

Notary Public, State of Texas

THE DEVELOPER PARTIES:

SANTA RITA KC, LLC, a Texas limited liability company

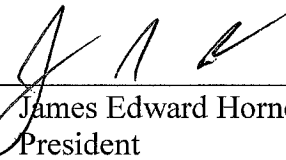
By: MREM Texas Manager, LLC, a Delaware limited liability company, Manager

By:  _____
James Edward Horne, Vice President

K29 1941 INVESTMENTS, LP, a Texas limited partnership

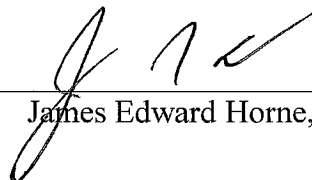
By: K29 GP, LLC, a Texas limited liability company, General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, Manager

By:  _____
James Edward Horne, Vice President

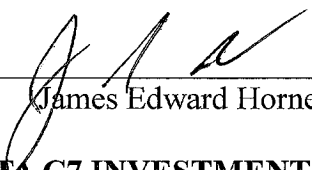
SRFV DEVELOPMENT, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, Manager

By:  _____
James Edward Horne, Vice President

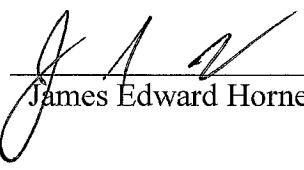
SANTA RITA INVESTMENTS, LTD., a Texas
limited partnership

By: MREM Texas Manager, LLC, a Delaware
limited liability company, General Partner

By: 
James Edward Horne, Vice President

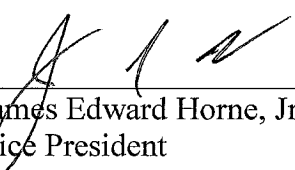
SANTA RITA C7 INVESTMENTS, LLC, a Texas
limited liability company

By: MREM Texas Manager, LLC, a Delaware
limited liability company, Manager

By: 
James Edward Horne, Vice President

SANTA RITA COMMERCIAL, LLC, a Texas
limited liability company

By: MREM Texas Manager, LLC, a Delaware
limited liability company, General Partner

By: 
James Edward Horne, Jr.
Vice President

SANTA RITA MASTER COMMUNITY, INC., a
Texas non-profit corporation

By: 
CA Elder, President

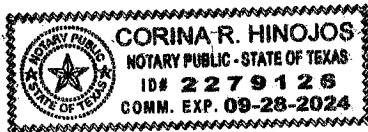
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Travis

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This instrument was acknowledged before me on this the 13 day of Dec, 2023 by James Edward Horne, in his capacities as Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, in its capacity as (A) Manager of **SANTA RITA KC, LLC**, a Texas limited liability company, (B) Manager of **K29 GP, LLC**, a Texas limited liability company, General Partner of **K29 1941 INVESTMENTS, LP**, a Texas limited partnership, (C) Manager of **SRFV DEVELOPMENT, LLC**, a Texas limited liability company, (D) General Partner of **SANTA RITA INVESTMENTS, LTD.**, a Texas limited partnership, (E) Manager of **SANTA RITA C7 INVESTMENTS, LLC**, a Texas limited liability company, and (F) Manager of **SANTA RITA COMMERCIAL, LLC**, a Texas limited liability company, on behalf of said entities.



Corina R. Hinojos
Notary Public, State of Texas

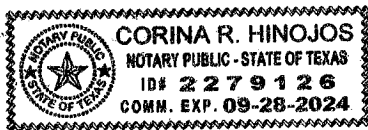
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Travis

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§

This instrument was acknowledged before me on this the 13 day of Dec, 2023 by CA Elder, as President of **SANTA RITA MASTER COMMUNITY, INC.**, a Texas non-profit corporation, on behalf of said corporation.



Corina R. Hinojos
Notary Public, State of Texas

(Developer Party Signatures Continue on Following Pages)

WILCO LAND INVESTMENTS I, LLC, a Texas
limited liability company

By: James H. Kauffman
James H. Kauffman, President

ACKNOWLEDGMENT

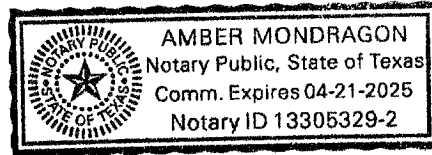
THE STATE OF TEXAS

§
§
§

COUNTY OF Tarrant

This instrument was acknowledged before me on this the 13th day of December 2023
by James H. Kauffman, President of **WILCO LAND INVESTMENTS I, LLC**, a Texas limited
liability company, on behalf of said company.

Amber Mondragon
Notary Public, State of Texas



WILCO LAND INVESTMENTS II, LLC, a
Texas limited liability company

By: _____
Rebecca S. Kauffman, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2023
by Rebecca S. Kauffman, President of WILCO LAND INVESTMENTS II, LLC, a Texas limited
liability company, on behalf of said company

Notary Public, State of Texas

WILCO LAND INVESTMENTS III, LLC, a
Texas limited liability company

By: Allen P. Kauffman
Allen P. Kauffman, President

ACKNOWLEDGMENT

THE STATE OF TEXAS

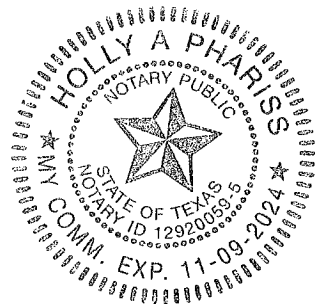
§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the 13 day of December, 2023
by Allen P. Kauffman, President of WILCO LAND INVESTMENTS III, LLC, a Texas limited
liability company, on behalf of said company



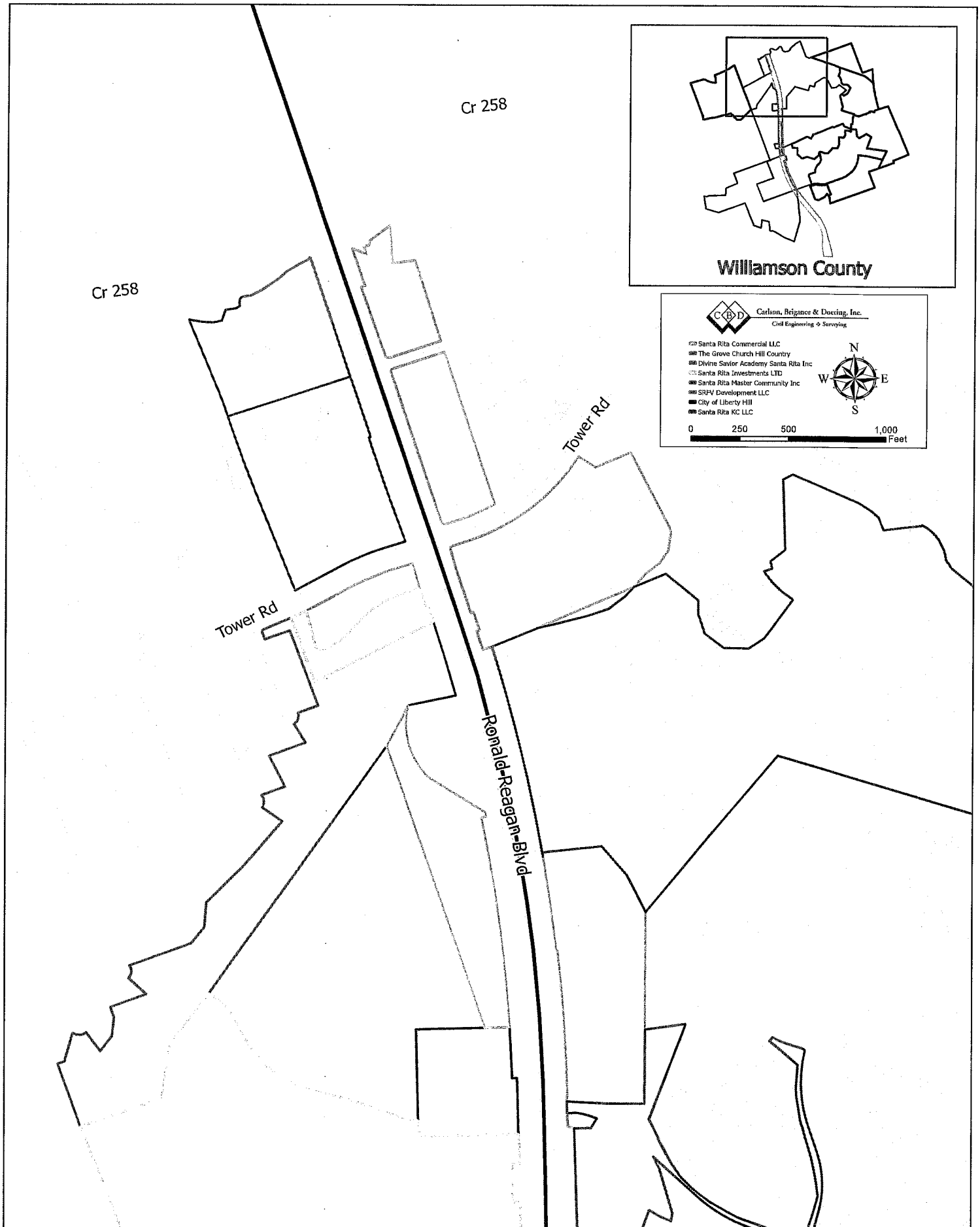
Holly A. Pharis
Notary Public, State of Texas

EXHIBIT A
The Property

[attached]

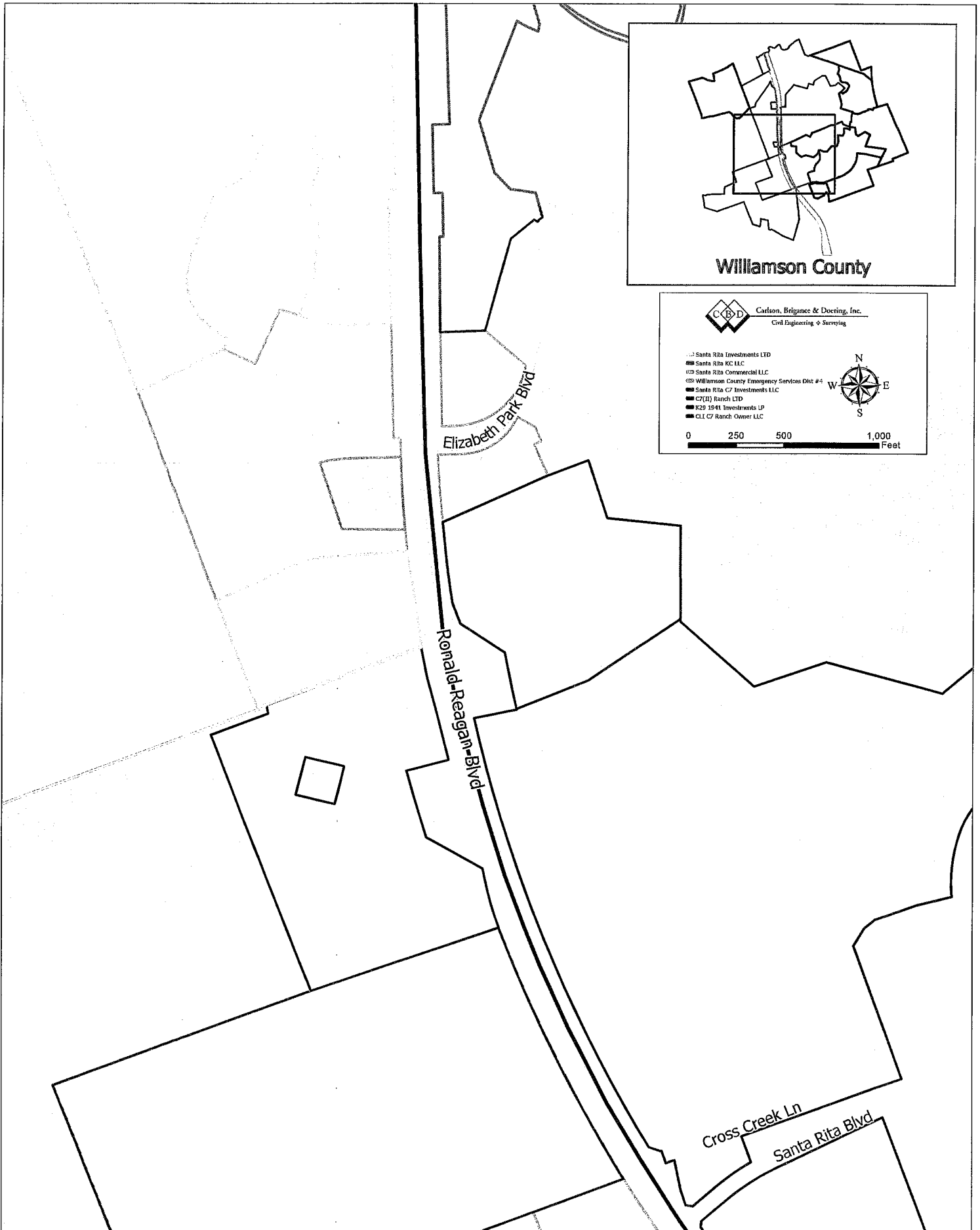
Santa Rita Ranch Ownership

October 23, 2023



Santa Rita Ranch Ownership

October 23, 2023



Santa Rita Ranch Ownership

October 23, 2023

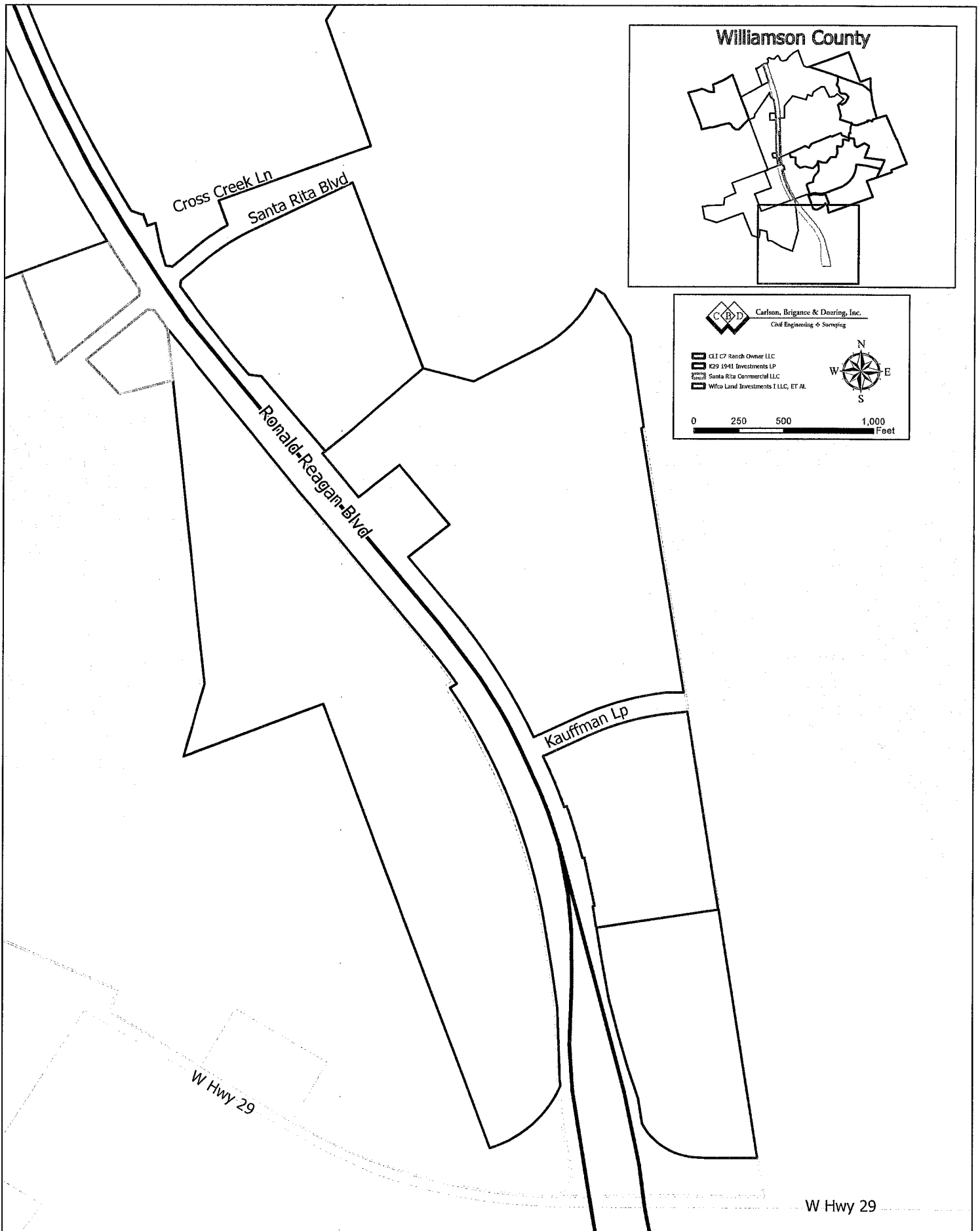
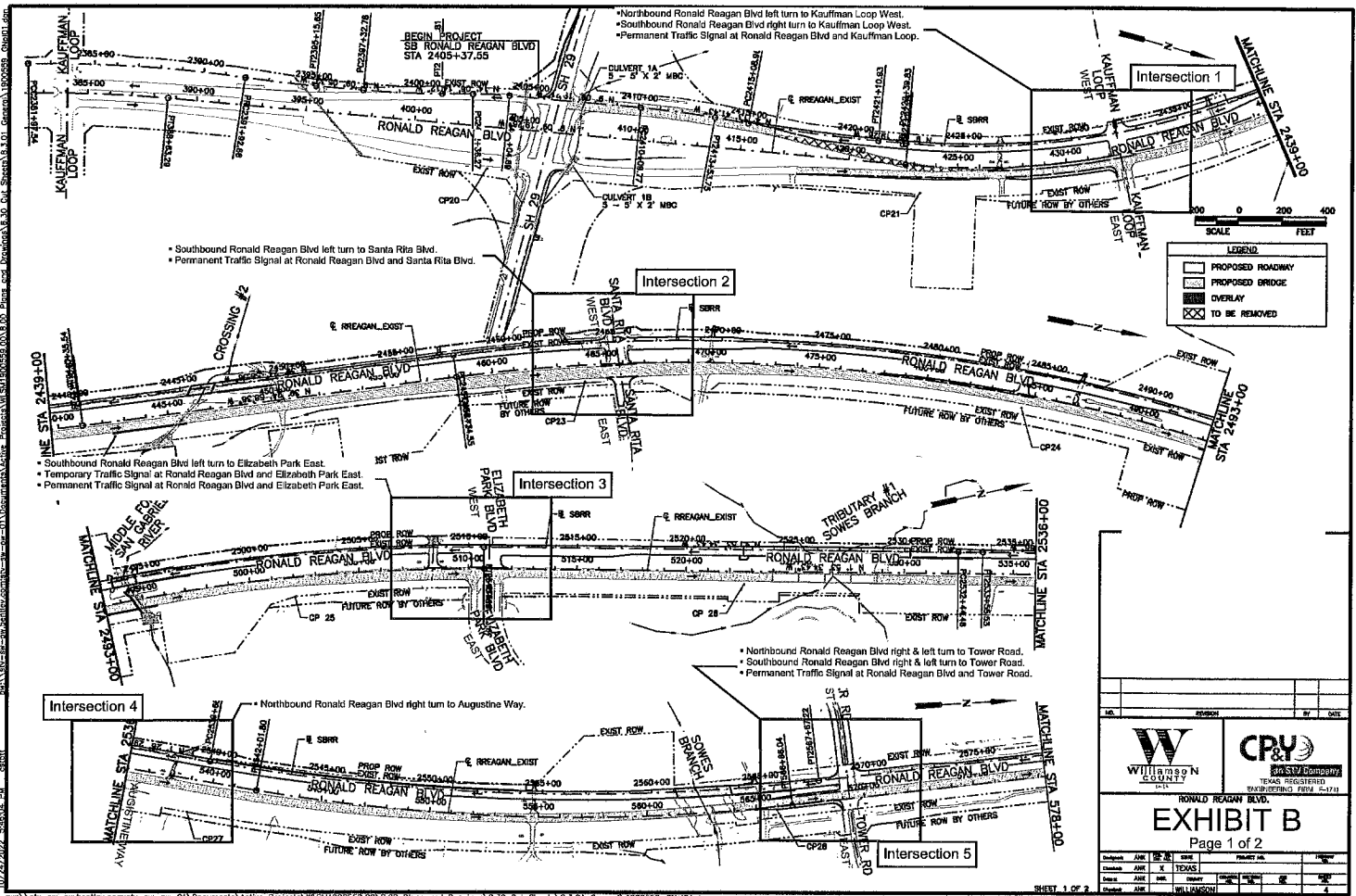


EXHIBIT B Reagan Improvements



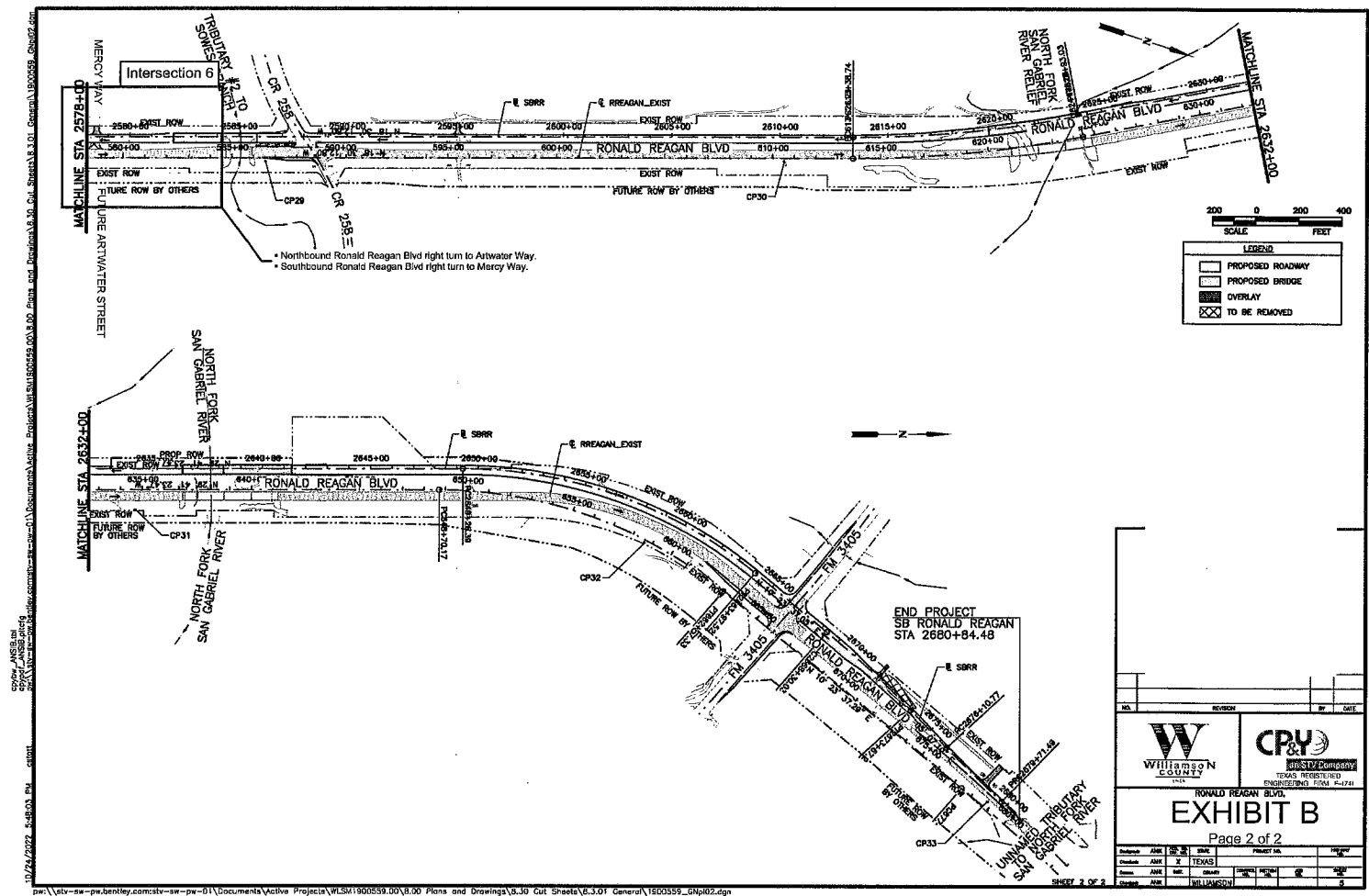


EXHIBIT C
Road Intersections

[attached]



Carlson, Briguance & Downing, Inc.
Civil Engineering • Surveying

SANTA RITA RANCH ROADWAY EXHIBIT

December 13, 2023

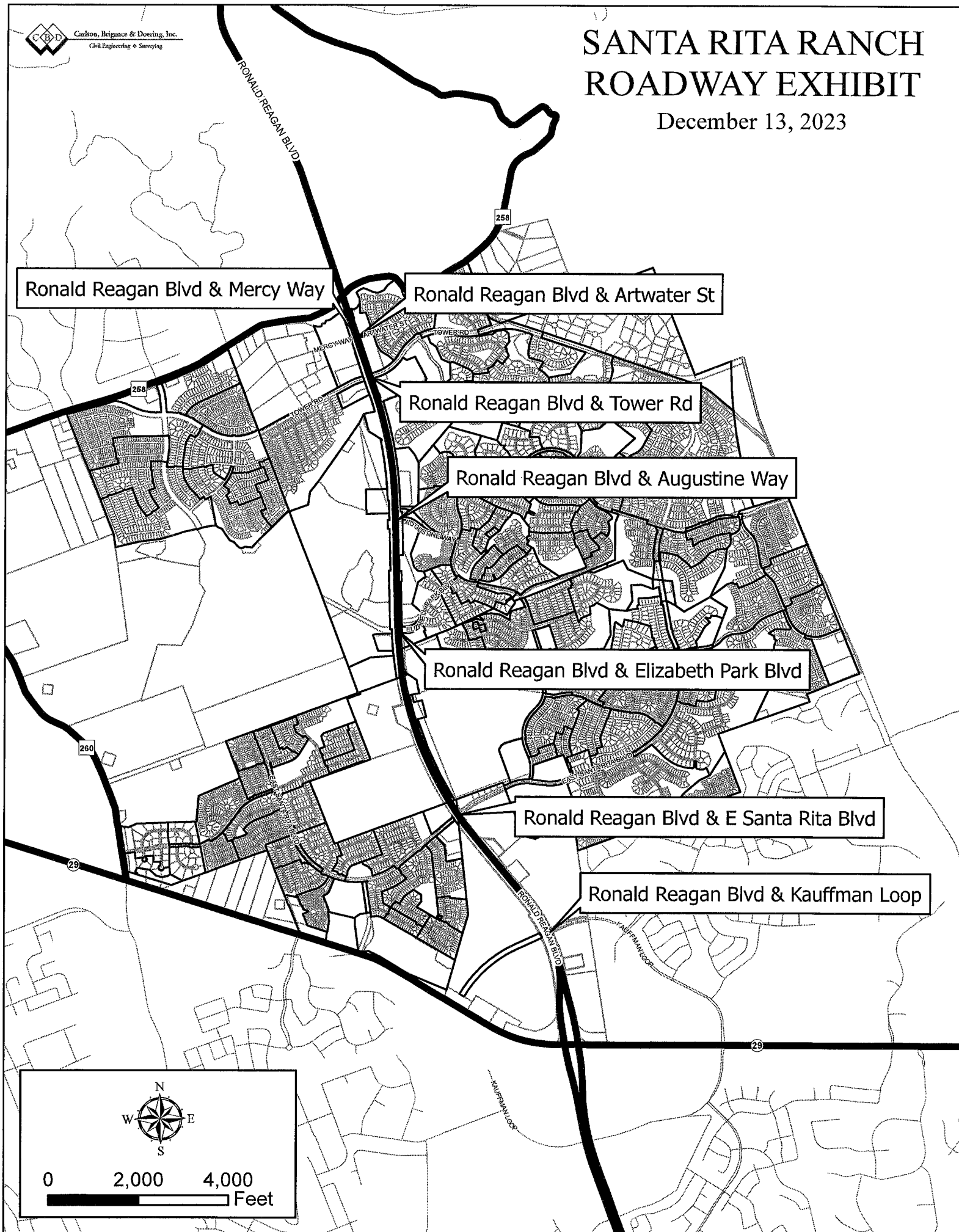
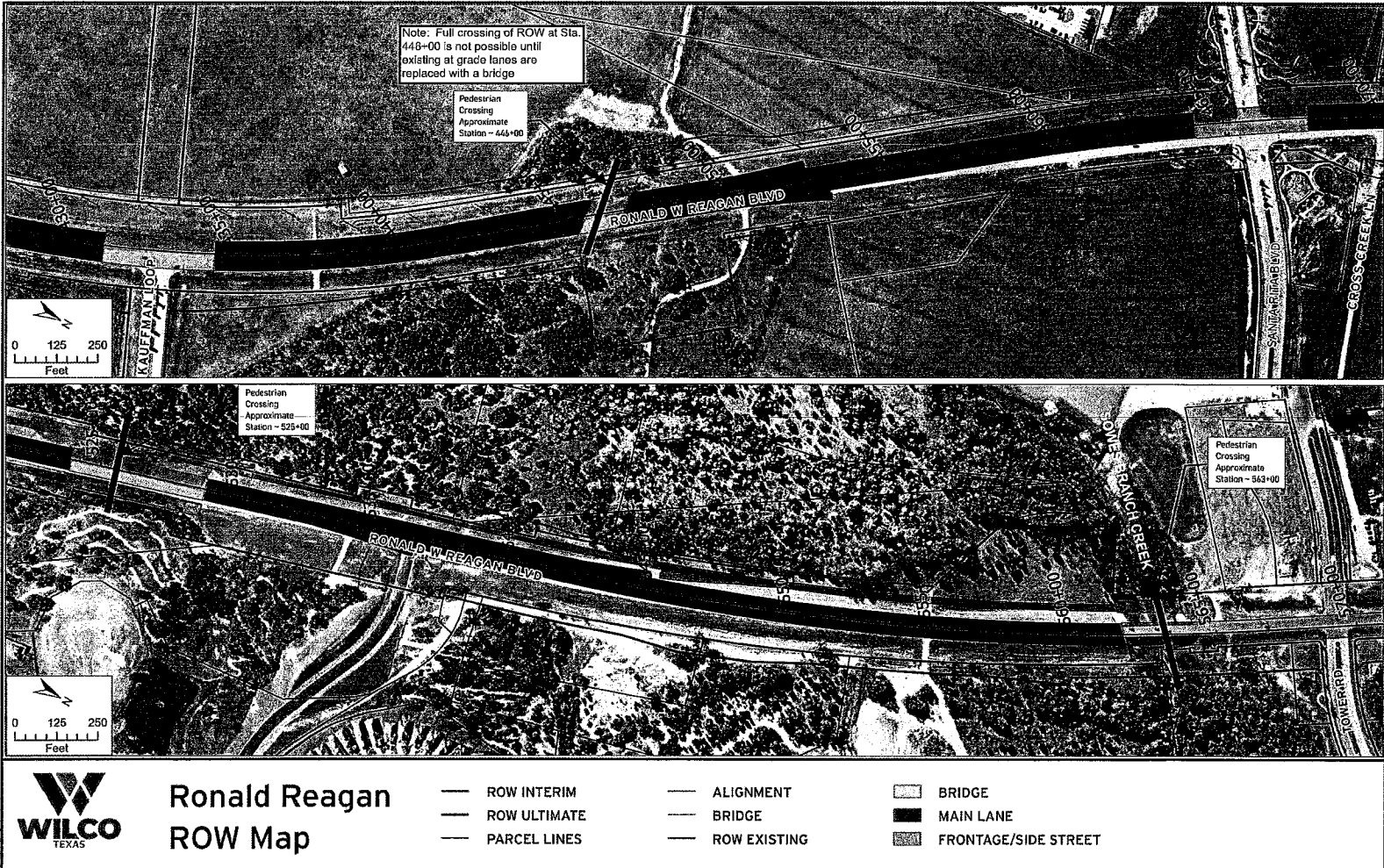
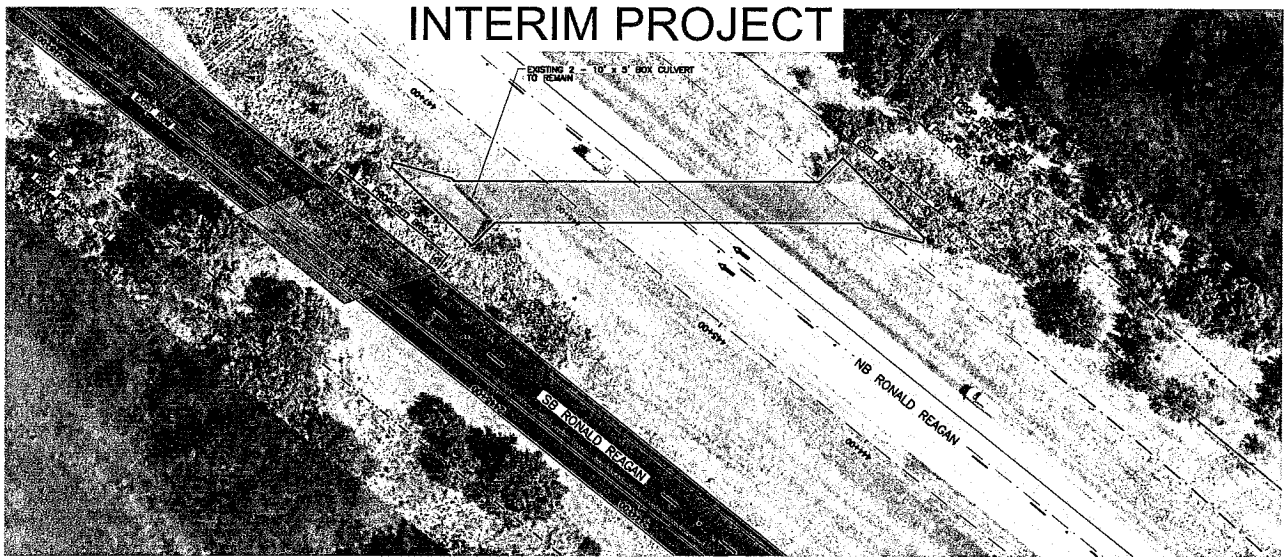


EXHIBIT D

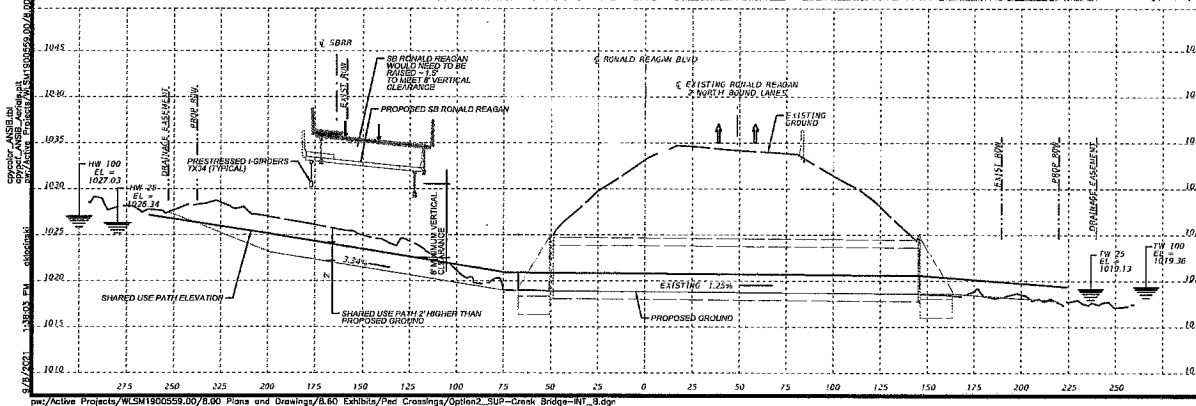
Pedestrian Crossings



INTERIM PROJECT



- LEGEND**
- PROPOSED BRIDGE
 - PROPOSED SIDE STREET
 - PROPOSED FRONTAGE ROAD
 - PROPOSED SHOULDER
 - PROPOSED SHARED USE PATH
 - PROPOSED BRIDGE LIMITS
 - EXISTING BRIDGE LIMITS
 - PROPOSED RETAINING WALL
 - PROPOSED CONCRETE MEDIAN
 - TRAFFIC SIGNAL
 - TRUCK FLOORPLAN
 - LIBRARY HILL 072
 - BOUNDARY OF OTHERS



RONALD REAGAN BLVD.
CROSSING AT 446+00

Page 1 of 3

Drawn by	Check by	Date	Scale	Notes
K	K	TEXAS		
DATE	DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE	DATE

Exhibit E

Form of License Agreement for Pedestrian Crossings

PERMIT AND LICENSE FOR PASS ACROSS COUNTY ROADWAY

(ALL ROADWAY CLASSES)

PLEASE PRINT OR TYPE INFORMATION

DATE PERMIT ISSUED

Ronald Reagan Boulevard

ROADWAY IDENTIFICATION

PERMIT NUMBER

Sta.

APPROX. ROADWAY BASELINE STA. OF CROSSING

From TO

LOCATION OF SUBJECT ROADWAY

List any attachments or items referenced such as "Engineering Estimates," Plans", "Drawings" or "Specification Items."

Exhibit "A": pedestrian crossing locations

Williamson County, Texas, hereinafter called "County", hereby authorizes the use and maintenance of a License and Pass under the subject roadway to:

NAME OF GRANTEE

AREA CODE

TELEPHONE NUMBER

ADDRESS

CITY

STATE

ZIP

The following County Representative will be notified forty-eight (48) hours prior to starting any construction in or affecting County right of way or property.

Williamson County Engineer

512-943-3330

COUNTY TELEPHONE NUMBER

3151 S.E. Inner Loop, Suite B

COUNTY ADDRESS

Georgetown, Texas 78626

CITY

STATE

ZIP

The permit and license is subject to the following conditions:

1. The design or use of this Pass will be in conformance with County policies, plans and specifications approved by County.
2. All work in the County right of way in connection with the construction, maintenance, and any future modifications of the Pass and any improvements will be approved and supervised by County, and shall be completed at the sole expense and responsibility of Grantee.
3. The Grantee will indemnify and hold harmless County and its agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
4. Other than the right to transfer this permit and license right, and any associated improvement maintenance obligations, to any duly formed Homeowners or Property Owners Association regulating the property adjacent to the locations described herein, Grantee shall have no right of assignment whatsoever to the whole or any part of the Pass without prior written approval from the County, which shall not be unreasonably withheld, conditioned, or delayed, nor to erect any improvements thereon other than those listed within this Permit.
5. It is expressly understood that the use and maintenance of this Pass shall be at the sole expense of Grantee or its approved assigns, is limited to use as a paved pedestrian and non-motorized vehicle trail*, path, and related typical signage or appurtenances, crossing under the elevated portions of the proposed Ronald Reagan Boulevard facility main lanes and any frontage roads, should such be constructed, in the location as described herein and/or as shown in the attached Exhibit "A", and shall expire upon the cessation of use by said Grantee and will be subject to such regulations as are determined by the County to be necessary in the interest of public safety and in compliance with approved engineering principles and practice. *the use of the Pass at Kauffman Loop will allow golf carts or similar electric vehicles
6. The Grantee shall at all times allow access and egress to the Pass by the County for necessary inspection and maintenance of any roadway facility or other such activities as may be required within the roadway right of way. The County will also be solely responsible for determining what amount of maintenance and repair is routine maintenance for which the County is responsible and what portion of maintenance and repair is attributed to use by the Grantee for which the Grantee is responsible.
8. It is agreed and understood that said Pass shall not be used as a vehicular access to present or future residential and/or commercial development.
9. It is expressly understood that County does not purport hereby to grant any right, claim, title, or easement in or upon this roadway, and it is further understood that County may terminate this permit if it is determined by the Williamson County Engineer that it interferes or conflicts with the operation, maintenance, use or safety of the roadway or

any other property owned by the County, its successors or assigns, or that Grantee failed to comply with any term of this agreement, if such defect or failure is not adequately cured by Grantee within thirty (30) days following written notice of such defect and potential termination, subject to extensions by County.

10. Should disputes arise as to the parties' obligations, the County's decision shall be final and binding.
11. This Permit becomes effective when signed by the County and shall continue through perpetuity unless modified by mutual agreement of both parties or unless terminated by the County as hereinafter provided.

I, the undersigned, hereby agree to comply with the terms and conditions set out in this permit for installation, maintenance, operation and/or use of a Pass across county road right of way.

SIGNATURE OF GRANTEE

DATE OF SIGNATURE

SIGNATURE OF WITNESS

DATE OF SIGNATURE

SIGNATURE OF WILLIAMSON COUNTY ENGINEER

DATE OF SIGNATURE

EXHIBIT F
Location of Sleeves

[attached]

August 4, 2023

0 500 1,000 2,000 Feet

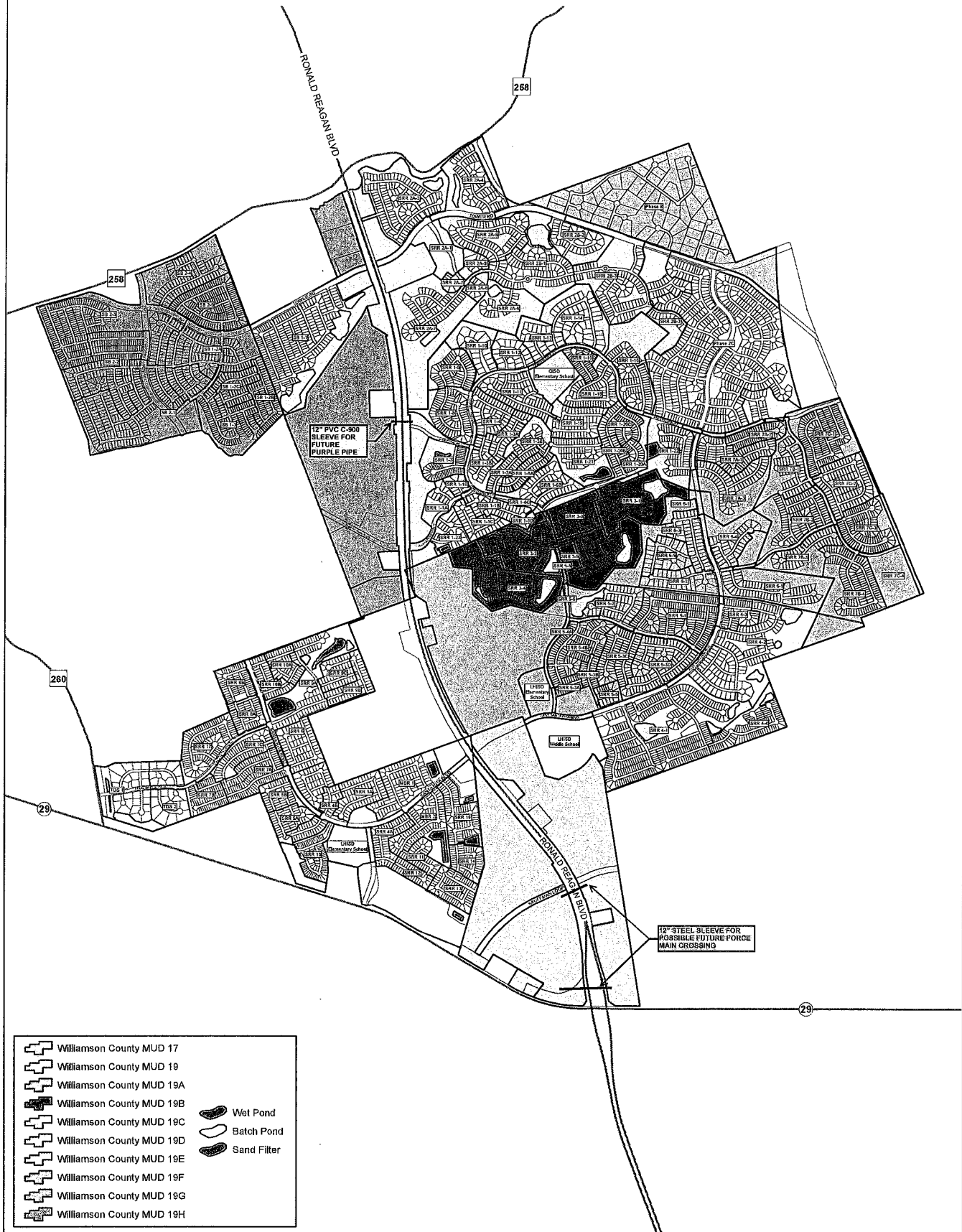
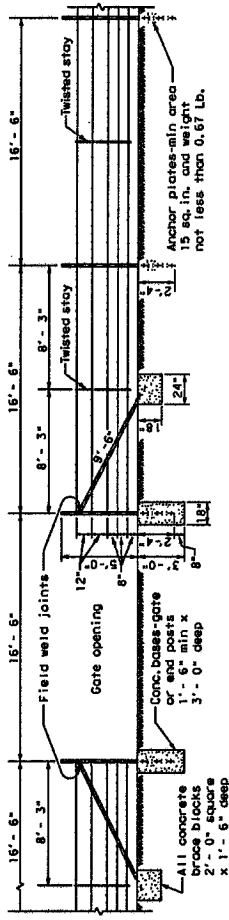


EXHIBIT G
Fence Specifications

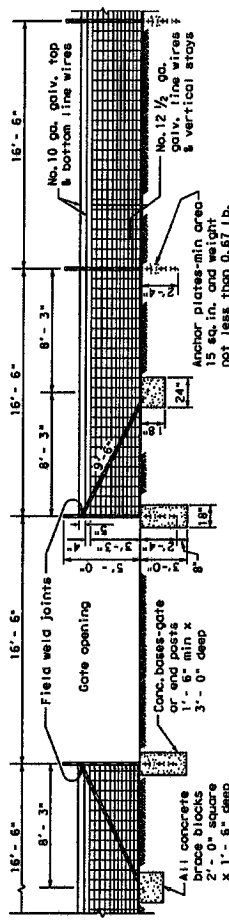
[attached]

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty or for incorrect results or damages resulting from its use. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



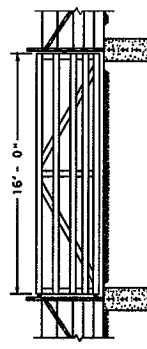
SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS
TYPE "C" FENCE
(See General Note 8)

Notes for Steel pipe and
Post requirements.
(See General Notes 6 & 7)

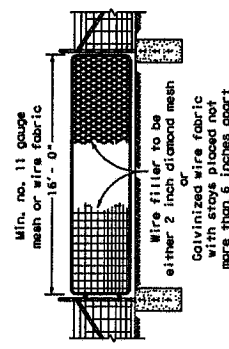


SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS
TYPE "D" FENCE
(See General Note 8)

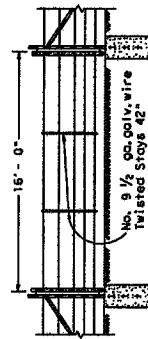
Metal gate shall consist of 5 panels
not less than 4'-4" high and shall
be of diamond mesh or other type of
good quality gate and hardware shall
meet the approval of the engineer.



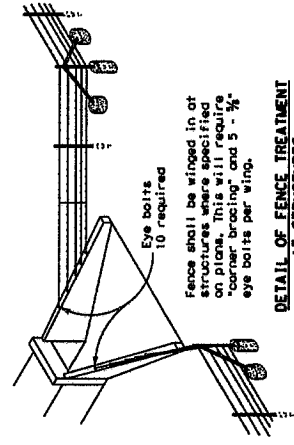
DETAIL TYPE 1 GATE



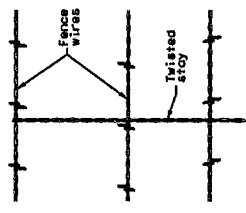
DETAIL TYPE 2 GATE



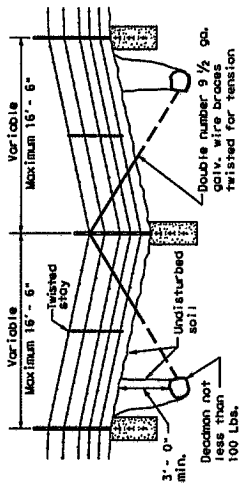
DETAIL TYPE 3 GATE



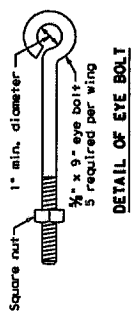
DETAIL OF FENCE TREATMENT
AT STRUCTURES



DETAIL OF STAY
(Barbed Wire Fence)



DETAIL OF FENCE SAG



DETAIL OF EYE BOLT

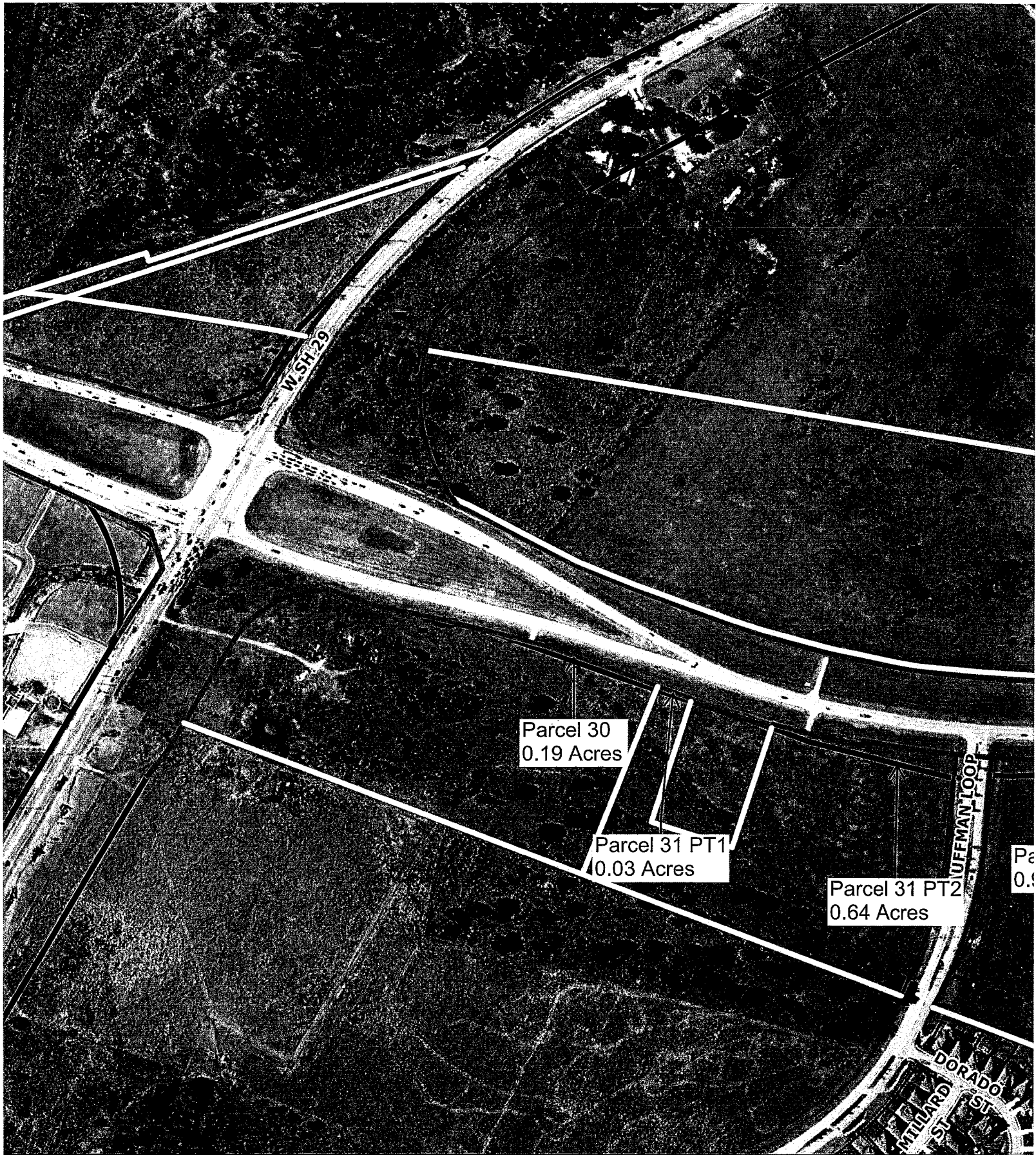
GENERAL NOTES

- Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2' min clearance.
- Latches for Type 1 and Type 2 gates shall be good commercial quality and design latch of the spring, latch shall be of good quality and shall be suitable to the gate and shall be approved by the Engineer.
- Hinges for Type 2 gates shall be a commercial design approved by the Engineer suitable for post and gate.
- Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be cranked at the top to shed water.
- Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
- Steel pipe and posts, corner and pull posts shall be a minimum of 2" Std. pipe (2.375" O.D., 0.154" wall thickness) with a 1/4" Std. pipe brace (1.660" O.D., 0.140" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. Fasteners for securing barbed wire or woven wire fence to metal posts shall be a minimum of 11 gauge galvanized steel wire. Tubular posts shall be fitted with water malleable iron caps.
- If steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. For 1-posts use steel that meets ASTM A 702. Metal line posts shall be not less than 6' in length and shall weigh not less than 11.33 lbs. (1 1/2" x 1/4" x 6'). These items shall be in accordance with Item 552, "Wire Fence".
- Barbed wire shall be in accordance with ASTM A 121, Class 1 Design Specification 12-22-4-1 4ft or 12-25-1 4ft, or as approved by the Engineer.
- Woven wire fence (Type D) shall be in accordance with ASTM A 116, Class 1 No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
- The location of gates and corner posts will be as indicated elsewhere in these plans.

Texas Department of Transportation		Design Division Standard	
BARBED WIRE AND WOVEN WIRE FENCE (STEEL POSTS)			
WF (2) - 10			
FILE	W210.000	DATE	12/01/98
PROJECT	12007	CONTRACT	12007
SECTION	12007	SHEET	12007
COUNTY		COUNTY	
SHEET NO.		SHEET NO.	

EXHIBIT H
R-O-W to be Dedicated

[attached]

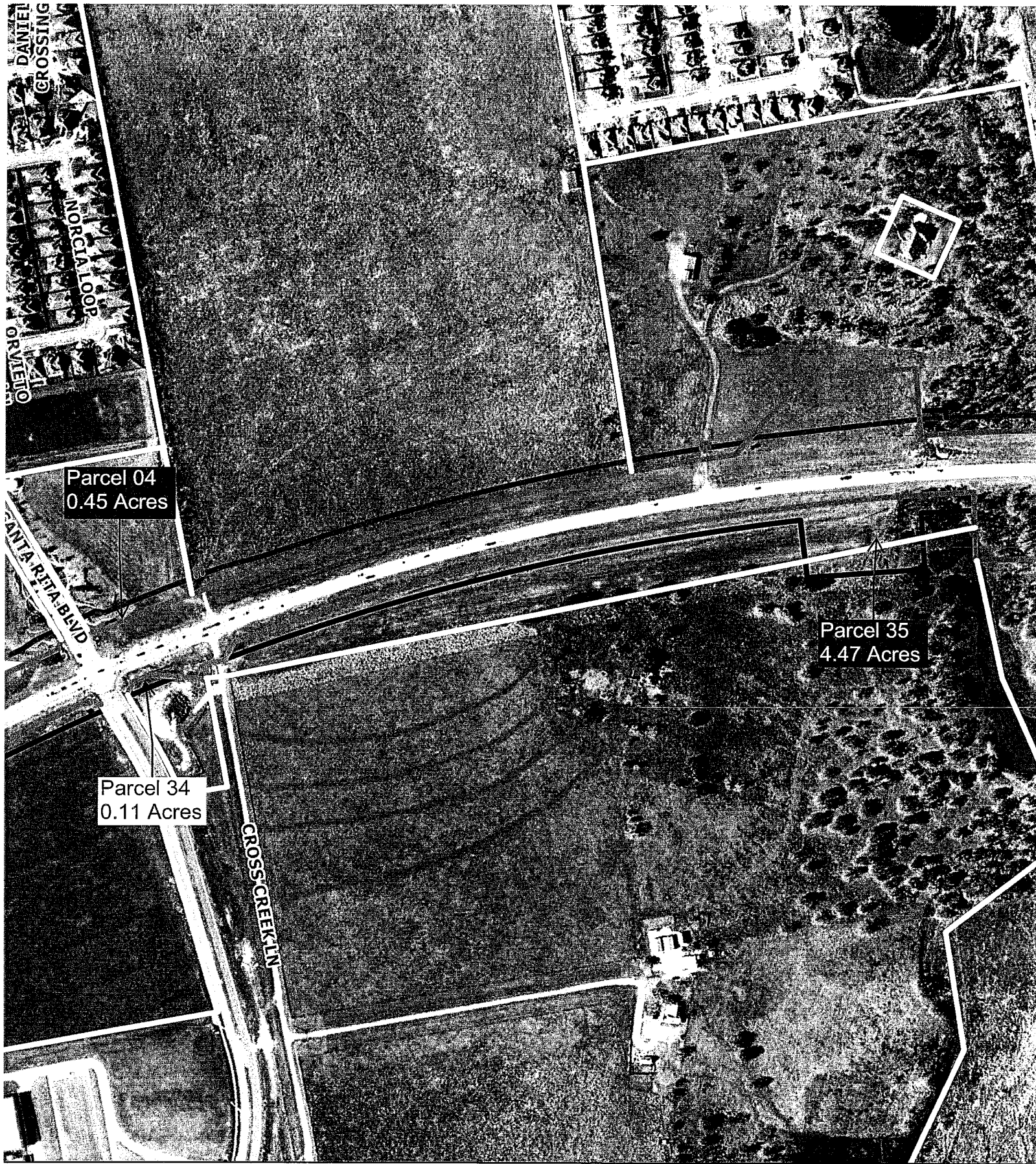


← PARCEL ACRES

ROW NEEDED FOR INTERIM PROJECT

← PARCEL ACRES

ROW NEEDED FOR FUTURE PROJECT



←	PARCEL ACRES	ROW NEEDED FOR INTERIM PROJECT
←	PARCEL ACRES	ROW NEEDED FOR FUTURE PROJECT



**PARCEL
ACRES**

ROW NEEDED FOR INTERIM PROJECT

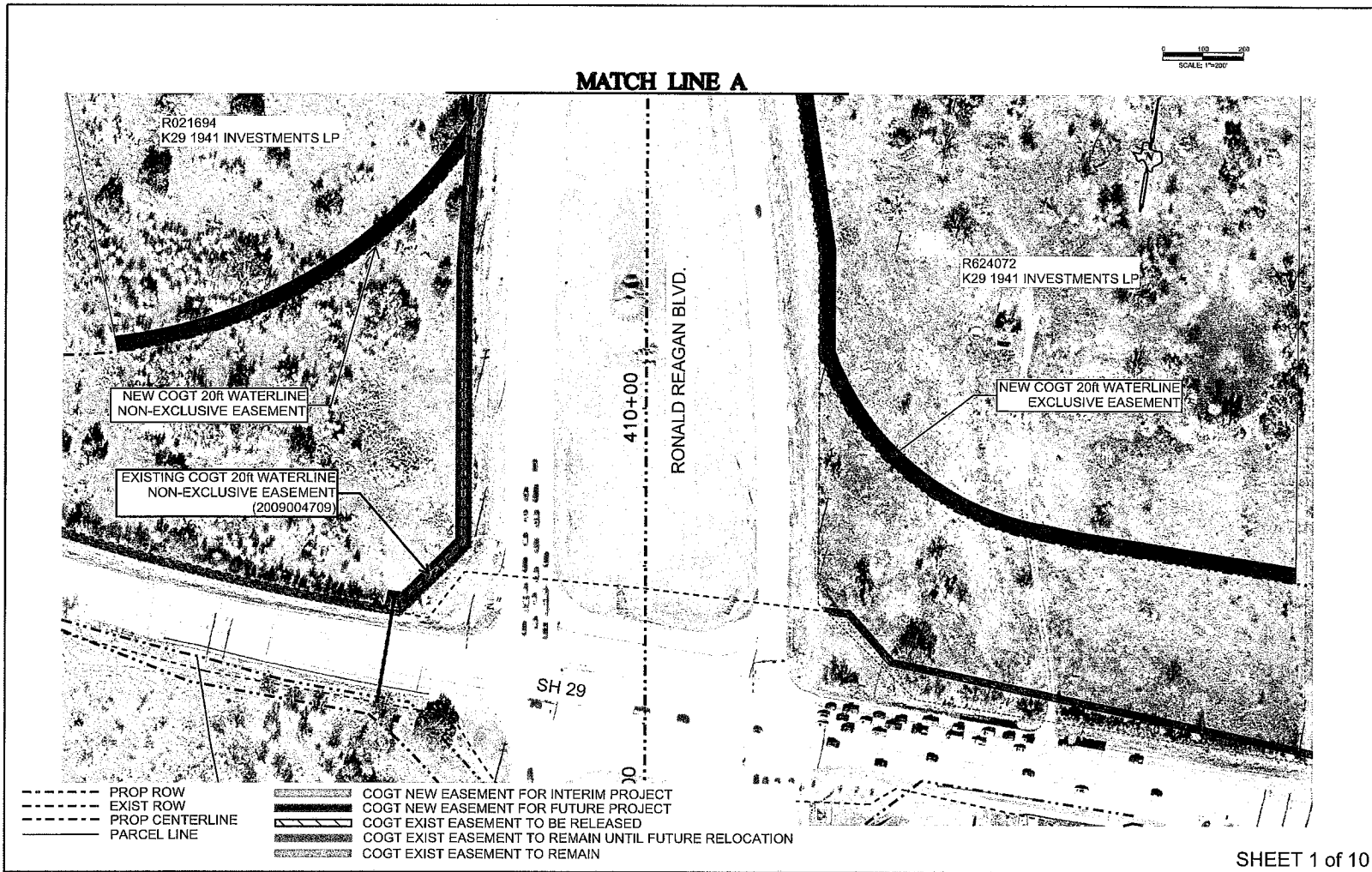


**PARCEL
ACRES**

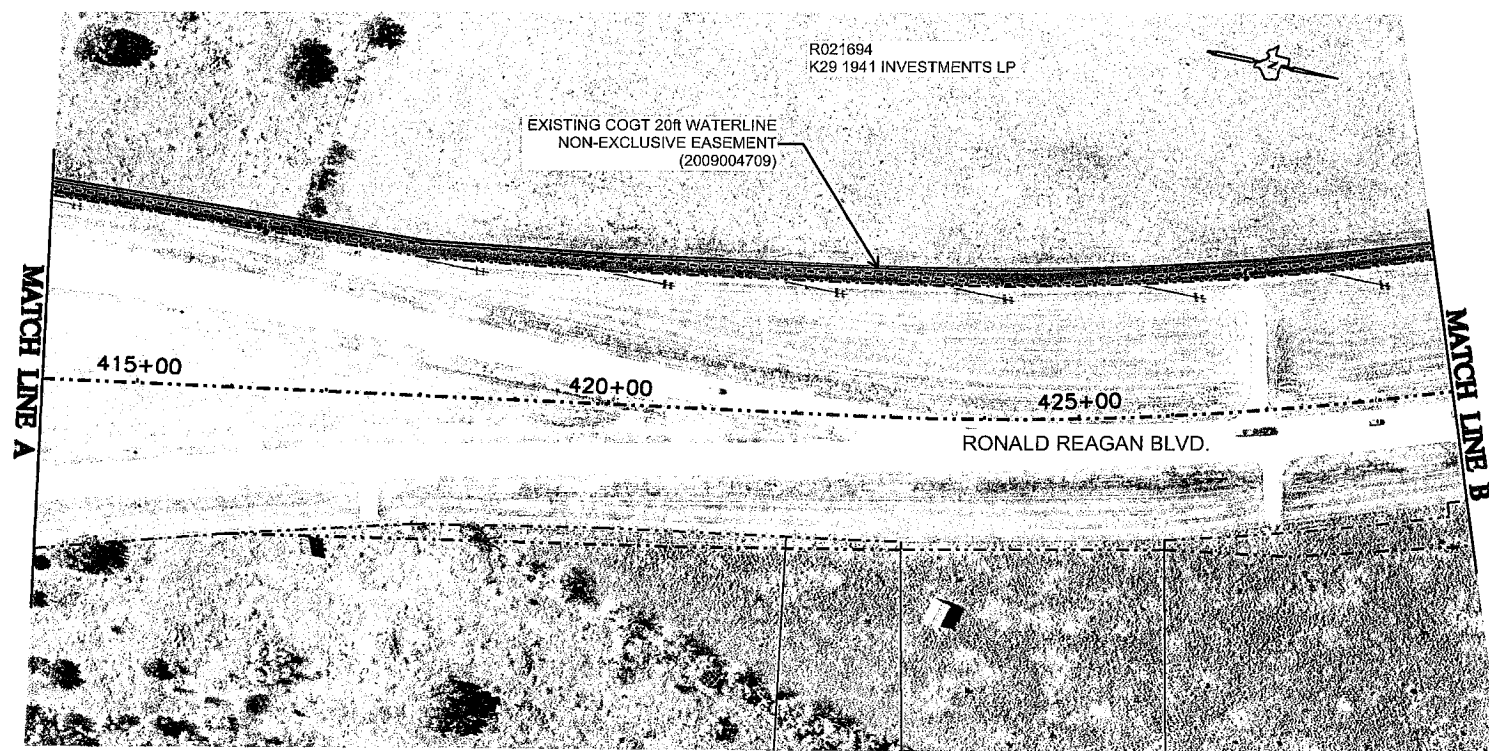
ROW NEEDED FOR FUTURE PROJECT

EXHIBIT I

Existing and New Water Line Locations

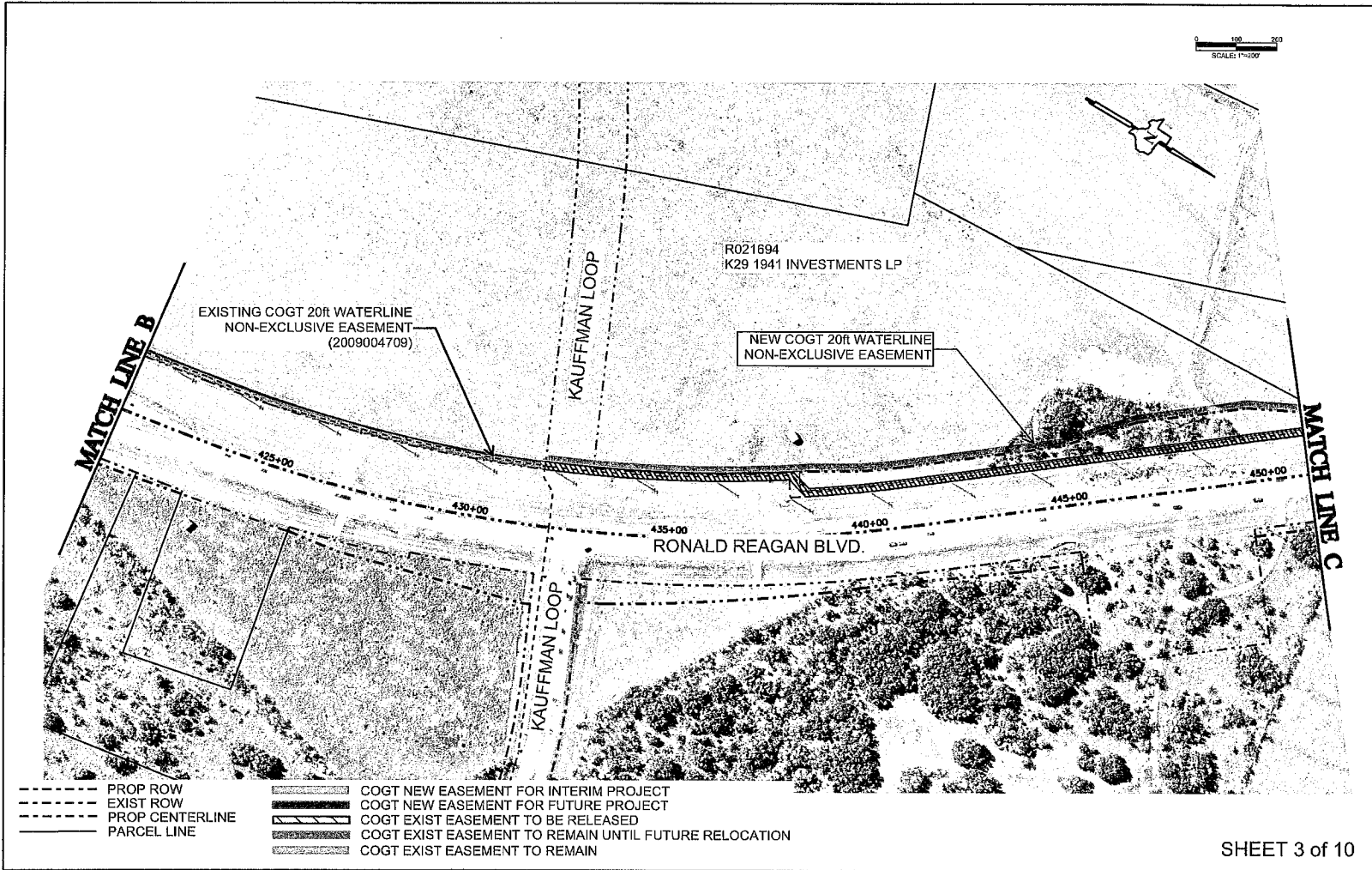


0 100 200
SCALE: 1"=200'

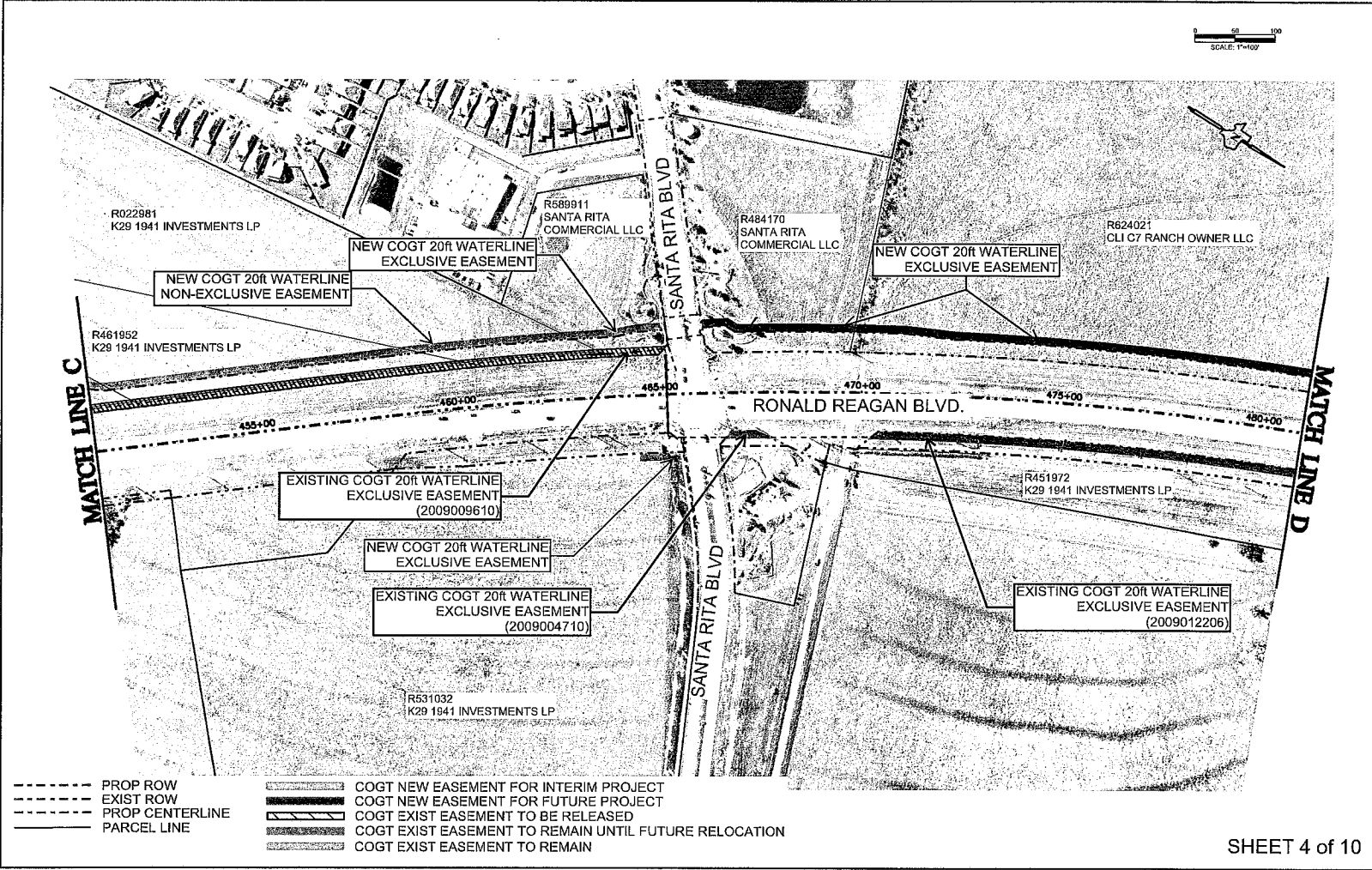


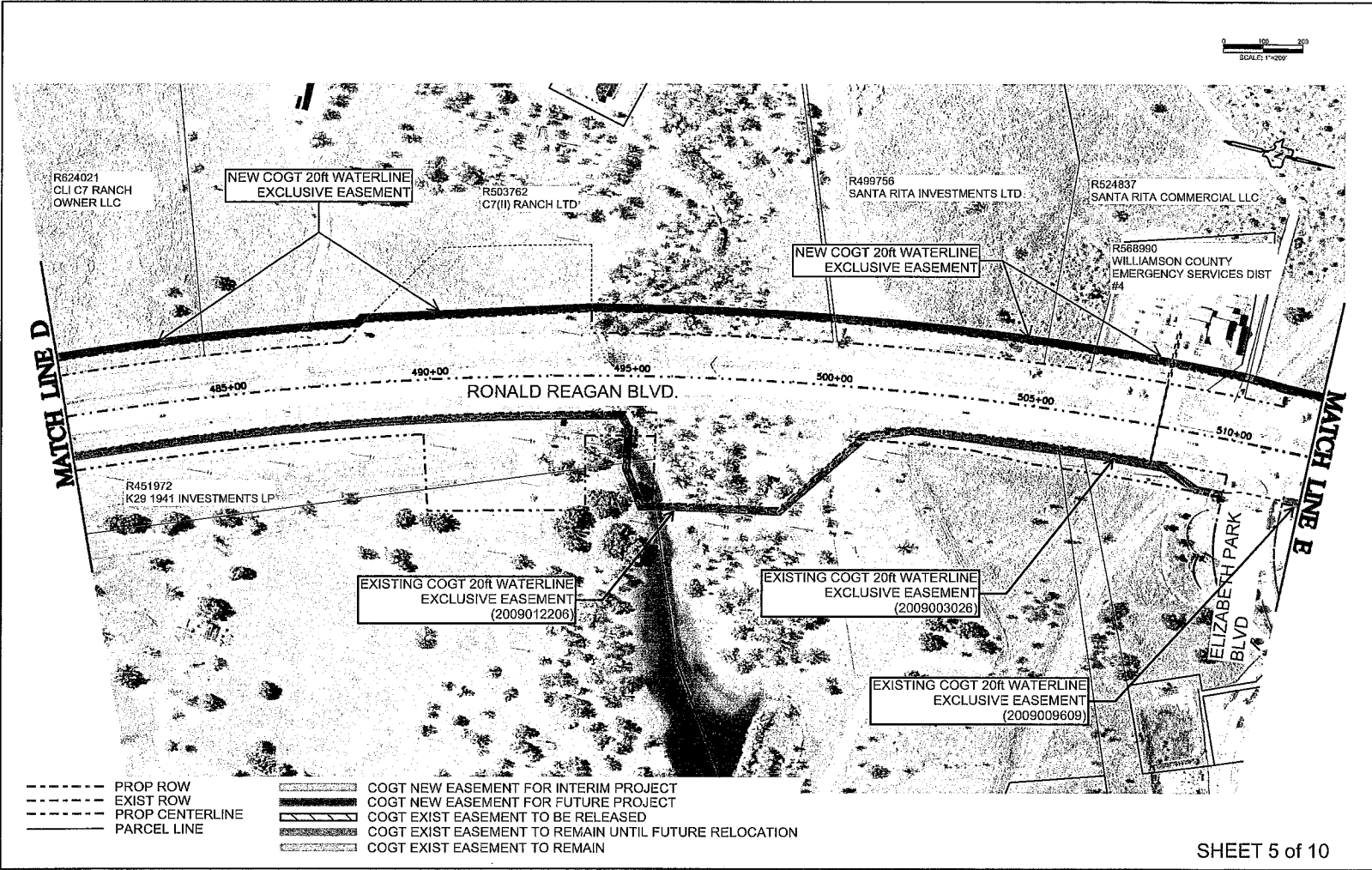
-----	PROP ROW	[Pattern]	COGT NEW EASEMENT FOR INTERIM PROJECT
-----	EXIST ROW	[Pattern]	COGT NEW EASEMENT FOR FUTURE PROJECT
-----	PROP CENTERLINE	[Pattern]	COGT EXIST EASEMENT TO BE RELEASED
-----	PARCEL LINE	[Pattern]	COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
		[Pattern]	COGT EXIST EASEMENT TO REMAIN

SHEET 2 of 10

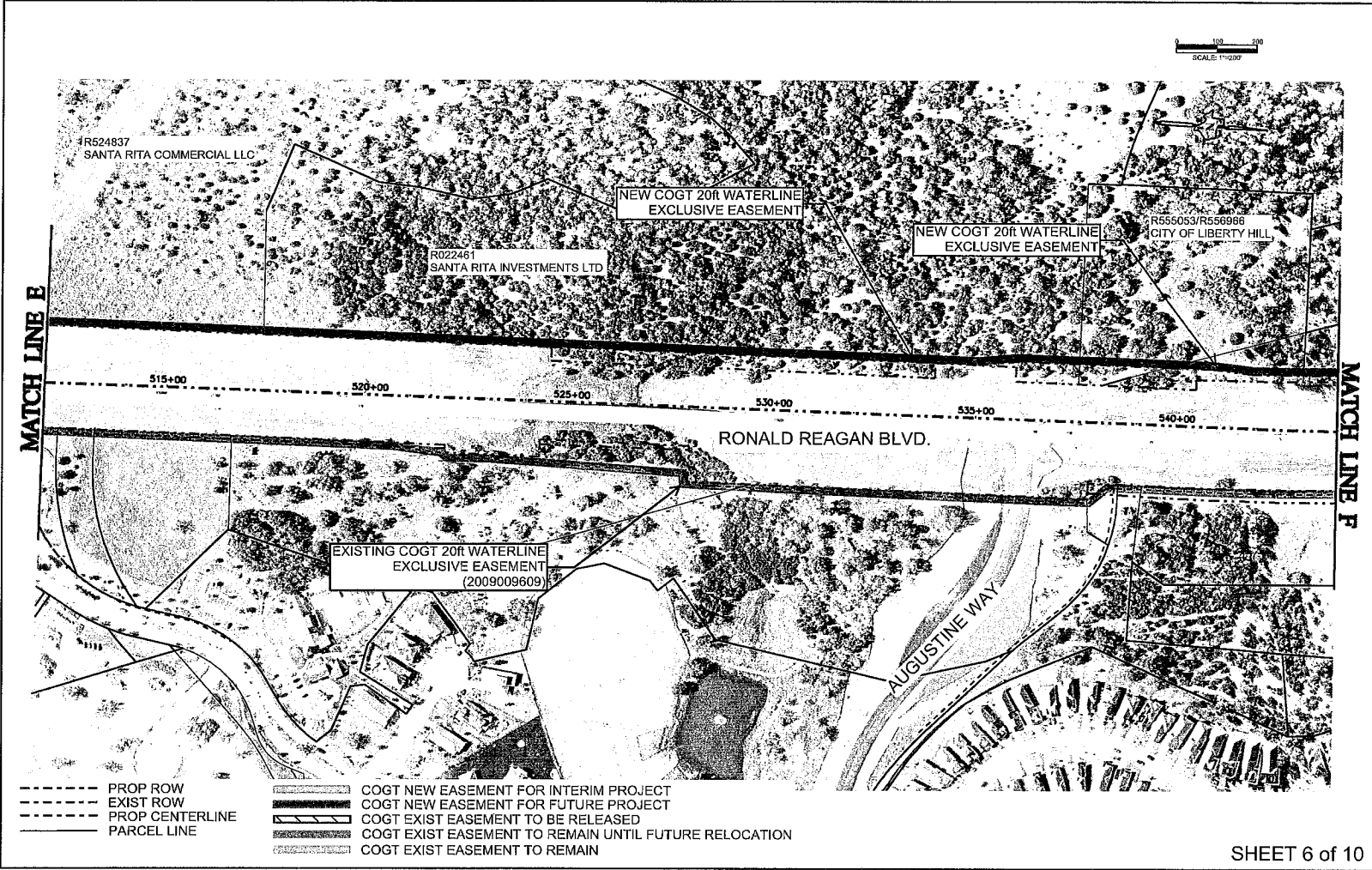


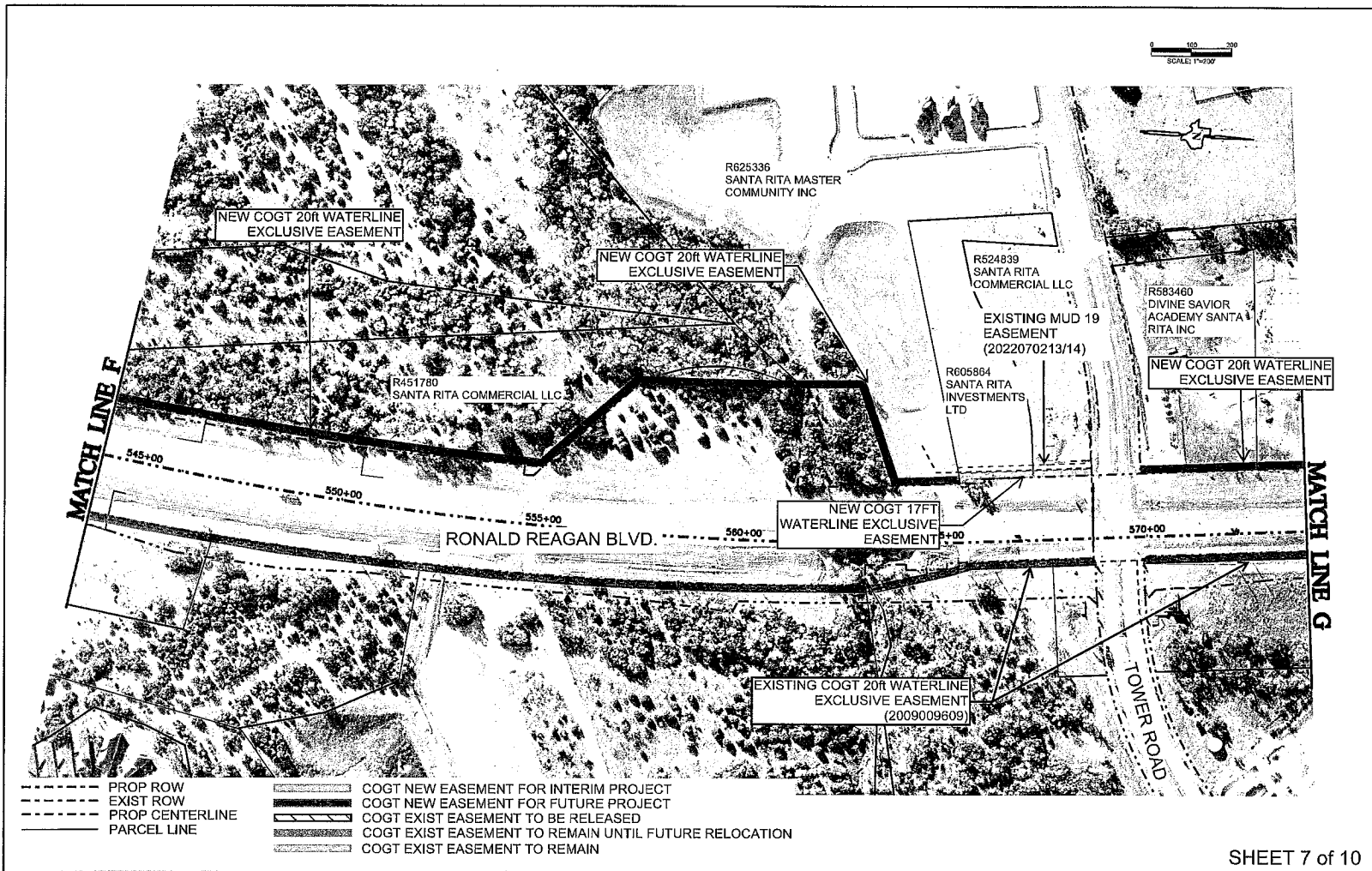
SHEET 3 of 10

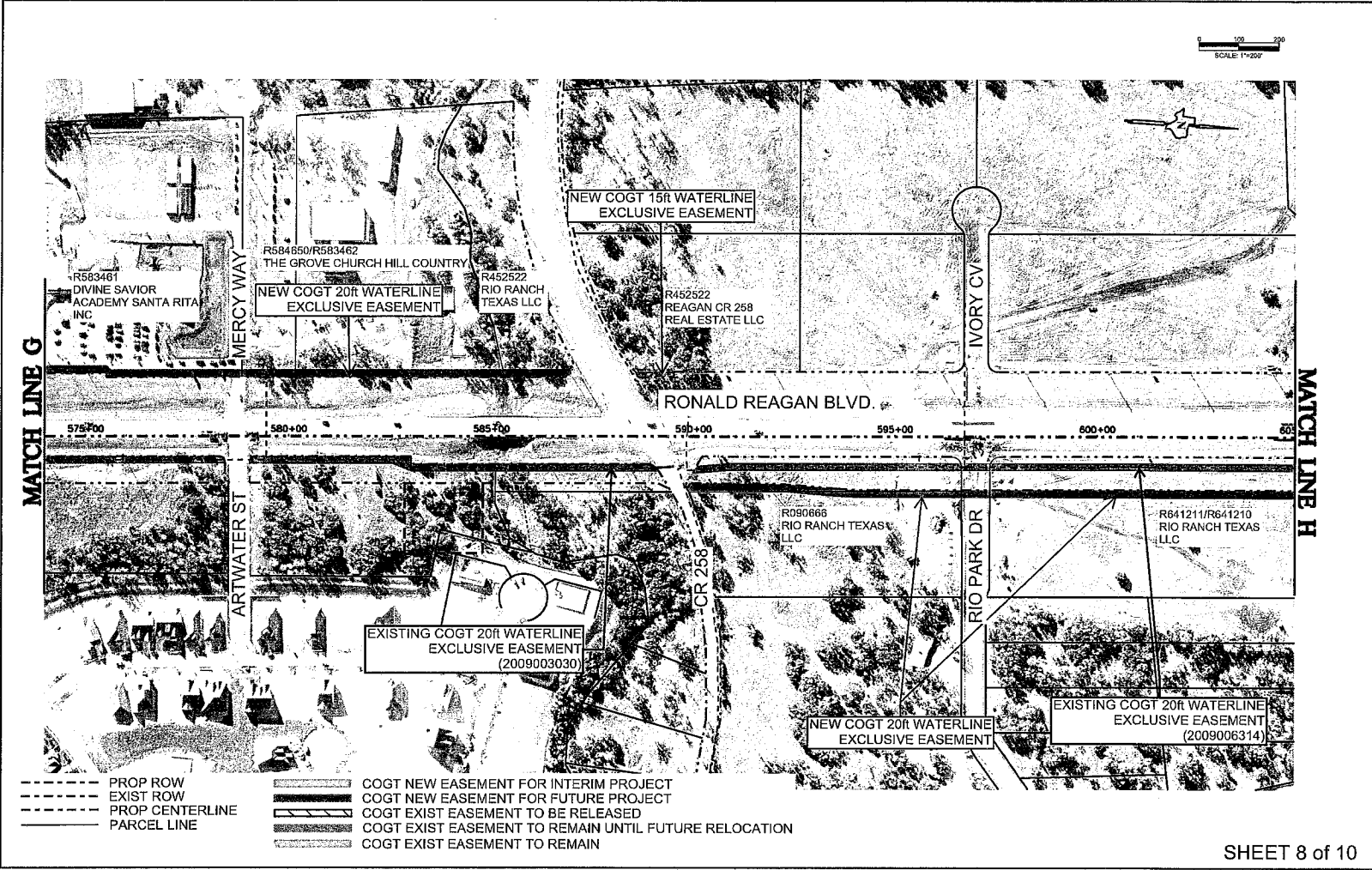




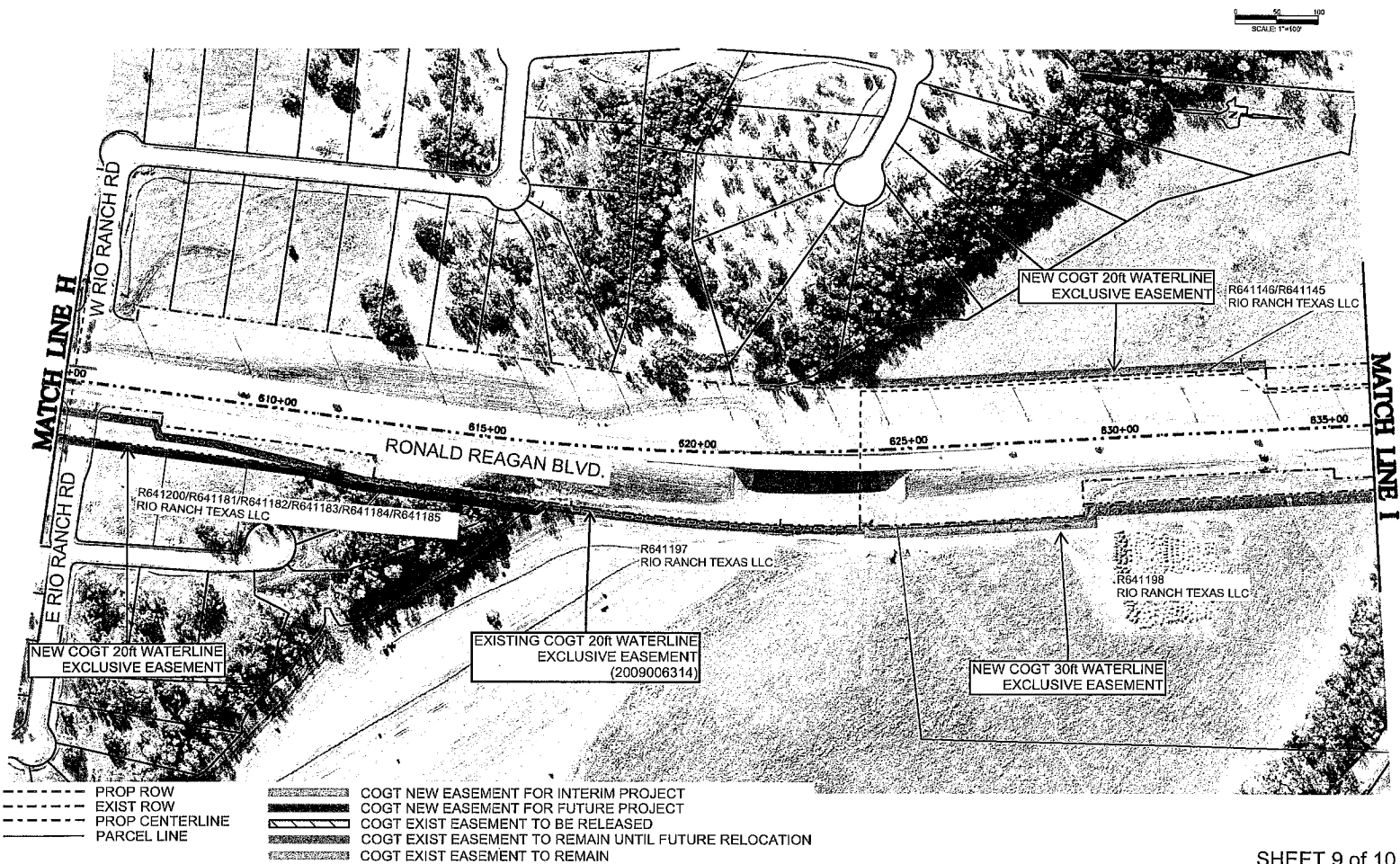
SHEET 5 of 10



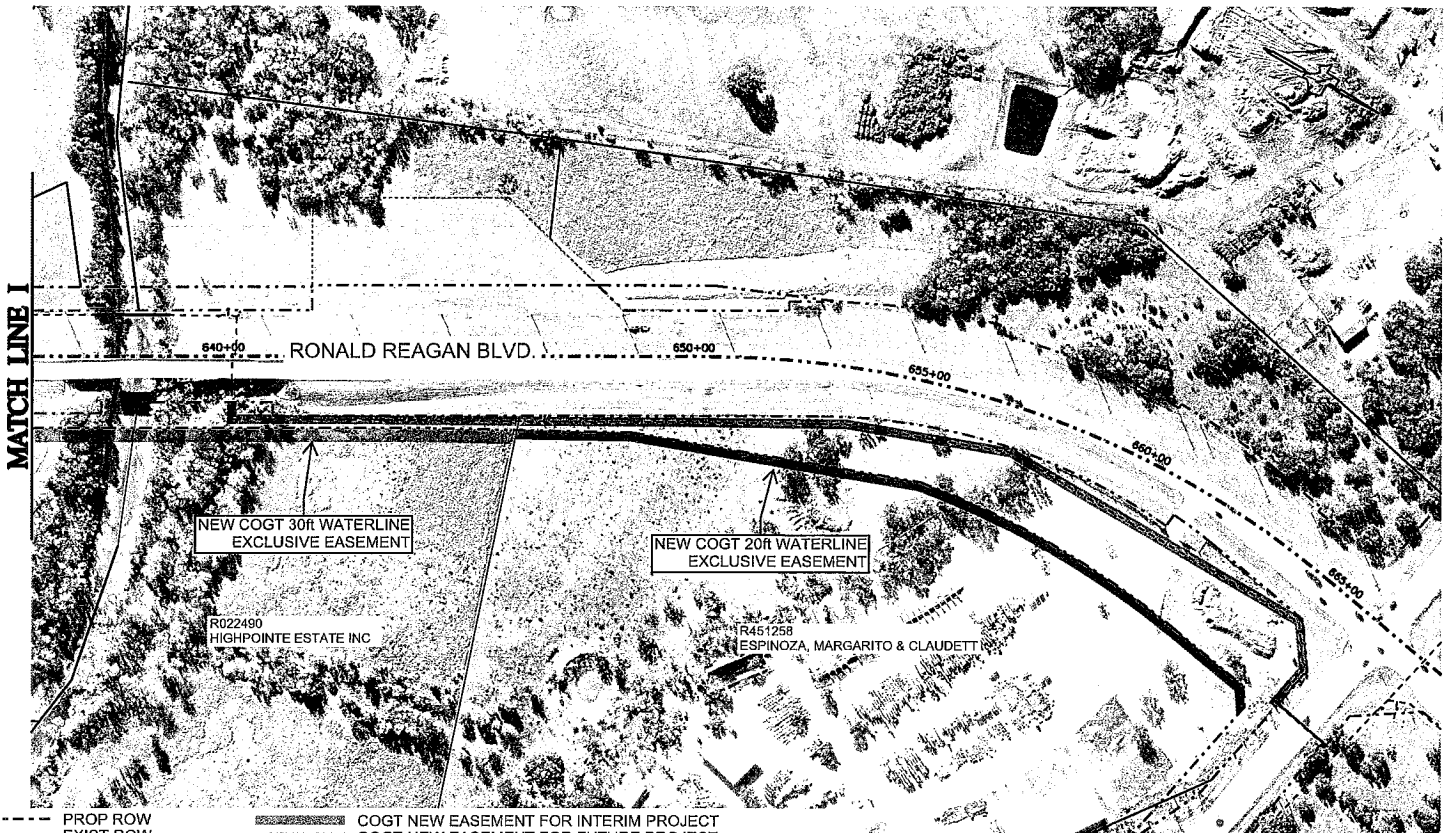
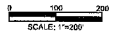




SHEET 8 of 10



SHEET 9 of 10



- | | | | |
|-----|-----------------|-----------|---|
| --- | PROP ROW | [Pattern] | COGT NEW EASEMENT FOR INTERIM PROJECT |
| --- | EXIST ROW | [Pattern] | COGT NEW EASEMENT FOR FUTURE PROJECT |
| --- | PROP CENTERLINE | [Pattern] | COGT EXIST EASEMENT TO BE RELEASED |
| --- | PARCEL LINE | [Pattern] | COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION |
| | | [Pattern] | COGT EXIST EASEMENT TO REMAIN |

SHEET 10 of 10