CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

RR 122 HOLDINGS, LLC

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 46

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "<u>Agreement</u>") is by **Williamson County, Texas**, a Texas political subdivision (the "<u>County</u>"), **RR 122 HOLDINGS, LLC** ("<u>Owner</u>"), and **Williamson County Municipal Utility District No. 46**, a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code (the "<u>District</u>"). The County, the Owner and the District are sometimes referred to individually herein as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

RECITALS

WHEREAS, the Owner owns or has under contract to purchase approximately 122.6884 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 Owner 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 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 District was created legislatively pursuant to House Bill 5304 of the 88th Texas Legislature; and

WHEREAS, the purposes of the 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 Owner, 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 amendments, approvals, 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 Owner in writing.

Agreement means this Consent and Development Agreement.

<u>Commission or TCEQ</u> means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

<u>District</u> means Williamson County Municipal Utility District No. 46, a political subdivision of the State of Texas, created over the Land pursuant to HB 5304 of the 88th Regular Session of the Texas Legislature.

<u>District Improvements</u> 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.

<u>Land</u> means approximately 122.6884 acres of land located in Williamson County, Texas, as described by metes and bounds on <u>Exhibit A</u>.

<u>LRTP</u> means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

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

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

<u>Reimbursement Agreement</u> 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.

<u>Road Projects</u> 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.

<u>Subdivision Roads</u> 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

<u>Section 2.01.</u> <u>Consent to Creation of District.</u> The County acknowledges the creation of the District and the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's consent to the creation of the District and that no further action will be required on the part of the County to evidence the County's consent to the creation of the District.

Section 2.02. District Execution of Agreement. The Owner 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 or thirty (30) days after the execution of the Agreement by the County, whichever comes later. If the District fails to execute this Agreement in accordance with this Section, then after notice and opportunity to cure pursuant to Section 5.04, this Agreement shall be null and of no further force and effect, and the County shall be deemed to have not consented to creation of the District.

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 agrees to dedicate the right-of-way for the Corridor Project, as depicted and described as the "REQUESTED R.O.W. DEDICATION FOR RR WIDENING" on the attached **Exhibit B**, free and clear of liens, to the County by final plat no later than June 1, 2025. To the extent the "REQUESTED R.O.W. DEDICATION FOR RR WIDENING" land depicted on **Exhibit B** has yet to be dedicated to the County via plat by June 1, 2025, the right-of-way shall be dedicated to the County by deed, free and clear of liens, within 30 days of a request by the County Engineer for 4854-8016-9939, v. 3

said right-of-way dedication by deed, at no cost to the County. Owner also agrees to dedicate either a temporary construction easement, transitional fill easement, or similar instrument for the land defined as "SLOPE EASEMENT/CONSTRUCTION EASEMENT" on the attached **Exhibit B**. Such instrument will be dedicated to the County within 30 days of the request of the County Engineer at no cost to the County. The County Engineer will provide legal descriptions to the Owner for all right-of-way to be dedicated by deed. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not otherwise owned by Owner or any affiliated entity under common control the Owner, the County shall be responsible for acquiring said right-of-way.

- (b) LRTP Arterial(s) Dedication. The Owner 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 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 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, which will not be unreasonably withheld Owner 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 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 or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner 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 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 hereby acknowledges and agrees that the District's powers 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.

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 has 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 4.02 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 and Owner'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 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 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 hereunder, may be assigned by the Owner, with the County's written consent, 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 shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner 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 developed and improved lot within the Land.

Section 5.04. Remedies.

- (a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("<u>Notice</u>") to the County. If the County fails to cure any default that can be cured by the payment of money ("<u>Monetary Default</u>") within 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 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner 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 the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner 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 Owner 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 Owner 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

Owner: At the address set forth under Owner's execution

below

District: At the address set forth under District's execution

below

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.

<u>Section 6.04.</u> <u>Applicable Law and Venue.</u> 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 4854-8016-9939, v. 3

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 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 and District.

Force Majeure. If, by reason of force majeure, any Party is Section 6.09 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, nor the Owner 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 any permitted assignee

of the Owner).

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: <u>As Presiding Officer of the Williamson</u> <u>County Commissioners Court</u>
Date: []
THE STATE OF TEXAS §
THE STATE OF TEXAS § S COUNTY OF WILLIAMSON §
This instrument was acknowledged before me on [, 20, by
l, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.
Notary Public Signature
(Seal)

OWNER:

RR 122 HOLDINGS, LLC

RR 122 HOLDINGS, LLC, a Delaware limited liability company

By: SVAG Investments LLC, a Texas limited liability company

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: V Sudharshan Vembutty, Manager

Address for Notice:

RR 122 HOLDINGS, LLC Attn: Sudharshan Vembutty 101 Parklane Blvd., Suite 102 Sugar Land, Texas 77478

THE STATE OF TEXAS

COUNTY OF Fort Bend

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This instrument was acknowledged before me on January 25, 2024, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, as manager of SVAG Investments LLC, a Texas limited liability company, and RR 122 Holdings, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(seal)



Notary Public, State of Texas

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 46

By:

Name: 5.57 5. Foster

Title: PRESONE-6

Date: 9/24/24

Address for Notice:

Williamson County MUD No. 46
c/o Armbrust & Brown, PLLC
Attn: Sean Abbott
100 Congress Avenue, Suite 1300
Austin, Texas 78749

THE STATE OF TEXAS	8
COUNTY OF TYMYS	8

This instrument was acknowledged before me on Prosident of the Board of Directors of Williamson County Municipal Utility District No. 46, on behalf of said District.

(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description and Map of the Land

Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305 J. Northcross Survey, Abstract No. 478 November 07, 2023 LJAS001-A474-0411

EXHIBIT "A"

DESCRIPTION OF A 122.635 ACRE TRACT OF LAND OUT OF THE D. CASANOVA SURVEY, ABSTRACT NO. 126, THE A.J. HAYHURST SURVEY, ABSTRACT NO. 305, AND THE J. NORTHCROSS SURVEY, ABSTRACT NO. 478, CONVEYED TO RR 122 HOLDINGS, LLC, DESCRIBED IN EXHIBIT "A" AS A CALLED 122.662 ACRE TRACT, RECORDED IN DOCUMENT NO. 2022022743, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 122.635 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND (GRID NORTHING: 10,237,501.60, GRID EASTING: 3,083,966.17), BEING ON THE NORTHWEST LINE OF RONALD W. REAGAN BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY), FOR THE SOUTHWEST CORNER OF A CALLED 0.245 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2006014718, O.P.R.W.C.TX., FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHWEST LINE OF SAID RONALD W. REAGAN BOULEVARD THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

- SOUTH 58 DEGREES 40 MINUTES 38 SECONDS WEST, A DISTANCE OF 290.87 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- NORTH 31 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.87 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 3) SOUTH 58 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 199.69 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 4) SOUTH 31 DEGREES 21 MINUTES 26 SECONDS EAST, A DISTANCE OF 14.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND.
- 5) SOUTH 58 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 257.54 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 6) SOUTH 64 DEGREES 23 MINUTES 51 SECONDS WEST, A DISTANCE OF 99.67 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND.
- 7) NORTH 31 DEGREES 18 MINUTES 29 SECONDS WEST, A DISTANCE OF 49.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 8) SOUTH 58 DEGREES 34 MINUTES 45 SECONDS WEST, A DISTANCE OF 199.46 FEET TO A 1/2-INCH IRON ROD FOUND.
- 9) SOUTH 30 DEGREES 51 MINUTES 18 SECONDS EAST, A DISTANCE OF 49.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 10) SOUTH 53 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 101.30 FEET TO A CALCULATED POINT,
- 11) SOUTH 58 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 300.27 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 12) NORTH 31 DEGREES 08 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.01 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND.
- 13) SOUTH 58 DEGREES 39 MINUTES 27 SECONDS WEST, A DISTANCE OF 530.89 FEET TO A CALCULATED POINT, AND
- 14) NORTH 71 DEGREES 32 MINUTES 02 SECONDS WEST, A DISTANCE OF 50.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND AT THE INTERSECTION OF SAID RONALD W. REAGAN BOULEVARD AND COUNTY ROAD 289, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHEAST LINE OF SAID COUNTY ROAD 289 THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

 NORTH 21 DEGREES 32 MINUTES 02 SECONDS WEST, A DISTANCE OF 595.39 FEET TO A CALCULATED POINT.

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Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305 J. Northcross Survey, Abstract No. 478

EXHIBIT "A"

- SOUTH 75 DEGREES 25 MINUTES 51 SECONDS WEST, A DISTANCE OF 19.59 FEET TO A 1/2-INCH IRON ROD FOUND.
- 3) SOUTH 73 DEGREES 56 MINUTES 52 SECONDS WEST, A DISTANCE OF 87.06 FEET TO A 1/2-INCH IRON ROD FOUND.
- 4) SOUTH 74 DEGREES 39 MINUTES 34 SECONDS WEST, A DISTANCE OF 76.37 FEET TO A 1/2-INCH IRON ROD FOUND,
- SOUTH 74 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 295.22 FEET TO A
 CALCULATED POINT.
- 6) NORTH 54 DEGREES 48 MINUTES 59 SECONDS WEST, A DISTANCE OF 82.60 FEET TO A 1/2-INCH IRON ROD FOUND.
- NORTH 23 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 252.71 FEET TO A 1/2-INCH IRON ROD FOUND.
- 8) NORTH 20 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 216.01 FEET TO A 1/2-INCH IRON ROD FOUND.
- 9) NORTH 20 DEGREES 10 MINUTES 11 SECONDS WEST, A DISTANCE OF 113.49 FEET TO A 1/2-INCH IRON ROD FOUND.
- 10) NORTH 34 DEGREES 58 MINUTES 47 SECONDS WEST, A DISTANCE OF 178.68 FEET TO A 1/2-INCH IRON ROD FOUND,
- 11) NORTH 52 DEGREES 27 MINUTES 43 SECONDS WEST, A DISTANCE OF 106.29 FEET TO A 1/2-INCH IRON ROD FOUND.
- 12) SOUTH 78 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 41.25 FEET TO A 1/2-INCH IRON ROD FOUND IMMEDIATELY ADJACENT TO A 60D NAIL.
- 13) SOUTH 78 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 58.39 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND, AND
- 14) SOUTH 61 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 47.02 FEET TO A CALCULATED POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 289, FOR A COMMON ANGLE POINT OF A CALLED 129.95 ACRE TRACT CONVEYED TO ROCKING WILCO, L.P., RECORDED IN DOCUMENT NO. 2014101181, O.P.R.W.C.TX. AND THE HEREIN DESCRIBED TRACT, FROM WHICH A NAIL IN CONCRETE FOUND BEARS SOUTH 10 DEGREES 34 MINUTE 54 SECOND EAST, A DISTANCE OF 0.37 FEET;

THENCE WITH THE COMMON LINE OF SAID 129.95 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- NORTH 02 DEGREES 25 MINUTES 28 SECONDS WEST, A DISTANCE OF 170.16 FEET TO A 1/2-INCH IRON ROD FOUND,
- NORTH 20 DEGREES 59 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.29 FEET TO A 1/2-INCH IRON ROD FOUND, AND
- 3) NORTH 37 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 107.77 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A CALLED 35.28 ACRE TRACT CONVEYED TO JOHN BEN ATKINSON, RECORDED IN DOCUMENT NO. 2018011295, O.P.R.W.C.TX., FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 35.28 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- SOUTH 18 DEGREES 11 MINUTES 05 SECONDS EAST, A DISTANCE OF 13.41 FEET TO A 1/2-INCH IRON ROD FOUND, AND
- 2) NORTH 70 DEGREES 28 MINUTES 33 SECONDS EAST, A DISTANCE OF 1,204.19 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND, AND

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EXHIBIT "A"

3) NORTH 16 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 1,307.30 FEET TO A 3/4-INCH PINCHED TOP PIPE FOUND ON THE SOUTHEASTERLY LINE OF SAID 129.95 ACRE TRACT, FOR THE NORTH CORNER OF SAID 35.28 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE NORTH 67 DEGREES 51 MINUTES 51 SECONDS EAST, WITH SAID THE COMMON LINE OF SAID 129.95 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1,163.65 FEET TO A CALCULATED POINT ON THE EAST LINE OF A CALLED 413.839 ACRE TRACT CONVEYED TO GT LAND HOLDINGS I, LLC, RECORDED IN DOCUMENT NO. 2021072442, O.P.R.W.C.TX., FOR A SOUTHEAST CORNER OF SAID 129.95 ACRE TRACT, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WEST LINE OF SAID 413.839 ACRE TRACT AND A CALLED 109.818 ACRE TRACT CONVEYED TO GT LAND HOLDINGS I, LLC, RECORDED IN DOCUMENT NO. 2021072442, O.P.R.W.C.TX., THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- SOUTH 20 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 257.83 FEET TO A 1/2-INCH IRON ROD FOUND,
- SOUTH 11 DEGREES 22 MINUTES 15 SECONDS EAST, A DISTANCE OF 378.90 FEET TO A 1/2-INCH IRON ROD FOUND.
- 3) SOUTH 11 DEGREES 06 MINUTES 57 SECONDS EAST, A DISTANCE OF 732.47 FEET TO A 1/2-INCH IRON ROD IN A CONCRETE FENCE CORNER FOUNDATION FOUND.
- 4) SOUTH 10 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 233.04 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BURY PARTNERS" FOUND,
- SOUTH 19 DEGREES 27 MINUTES 30 SECONDS EAST, A DISTANCE OF 716.45 FEET TO A 1/2-INCH IRON ROD FOUND.
- 6) SOUTH 19 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 496.38 FEET TO A 1/2-INCH IRON ROD FOUND, FOR A COMMON SOUTH CORNER OF SAID 109.818 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, AND
- 7) NORTH 74 DEGREES 51 MINUTES 51 SECONDS EAST, A DISTANCE OF 321.18 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND FOR A NORTHERLY ANGLE POINT OF SAID 0.245 ACRE TRACT AND THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 0.245 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

 SOUTH 58 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 47.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND, AND

(INTENTIONALLY LEFT BLANK)

PAG**E** 3 **OF** 4

Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305 J. Northcross Survey, Abstract No. 478

EXHIBIT "A"

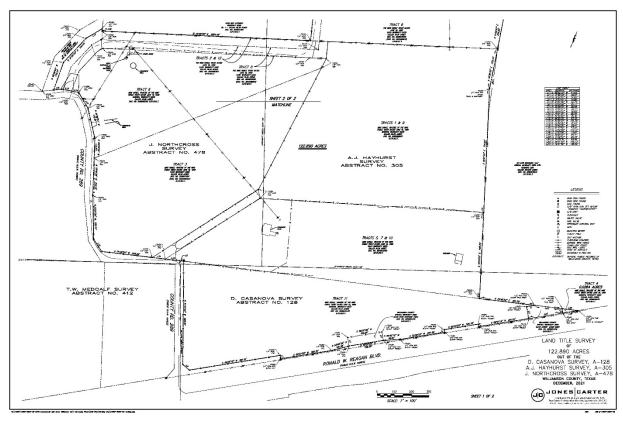
2) SOUTH 31 DEGREES 23 MINUTES 38 SECONDS EAST, A DISTANCE OF 69.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 122.635 ACRES OF LAND, MORE OR LESS.

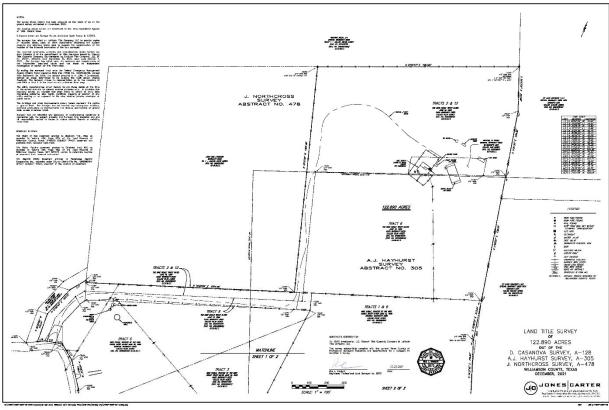
The basis of bearing for this survey is the Texas State Coordinate System, Central Zone, NAD 83. All distances are grid values, U.S. Survey Feet.

MATT OVERALL 6864

Texas Registered Professional Land Surveyor No. 6864 7500 Rialto Blvd., Bldg. II, Ste. 100

Austin, Texas 78735 T.B.P.E.L.S. No. 10194382





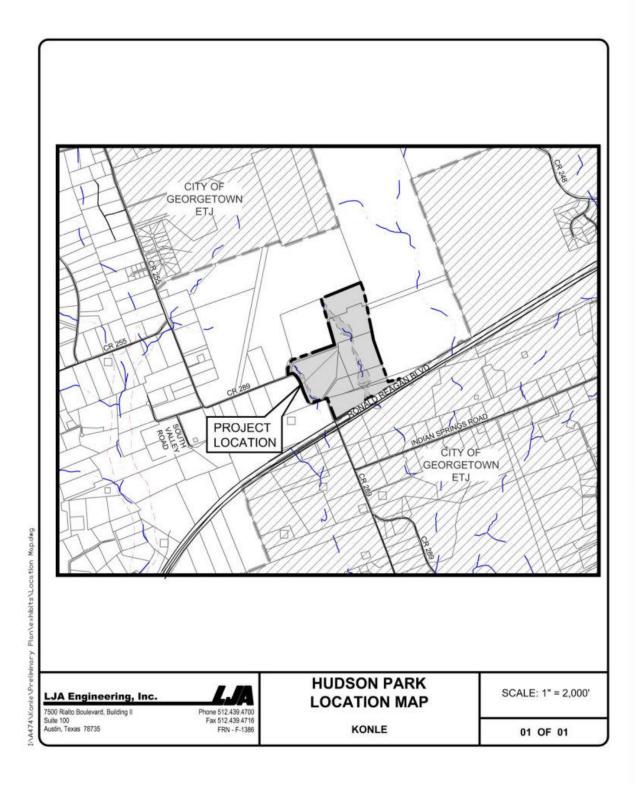


EXHIBIT BCorridor Project and/or LRTP Arterial Locations

