

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

HOUSTON-TAYLOR CAPITAL INVESTMENTS, LLC;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 48

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "Agreement") is by **Williamson County, Texas**, a Texas political subdivision (the "County") and **Houston-Taylor Capital Investments, LLC** (the "Developer"). Subsequent to its creation, **Williamson County Municipal Utility District No. 48**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "District"), will become a party to this Agreement. The County, the Developer and the District are sometimes referred to individually herein as a "Party" and collectively as the "Parties". The effective date (the "Effective Date") of this Agreement shall be date of the last signatory to this Agreement.

RECITALS

WHEREAS, the Developer has under contract to purchase in phases approximately 506.558 acres of land located within the boundaries of the County (the "Land"); and

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

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

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

WHEREAS, the landowner and Developer have proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the "TCEQ"); and

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

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

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

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

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

ARTICLE I DEFINITIONS

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

Affiliate means any entity under common control of Developer or any of Developer's owners.

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 Developer in writing.

Agreement means this Consent and Development Agreement.

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

County means Williamson County, Texas.

Developer means Houston-Taylor Capital Investments, LLC and its successors and assigns under this Agreement.

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

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

Land means approximately 506.558 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A.**

L RTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

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

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

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

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

ARTICLE II

CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District.

(a) The County acknowledges receipt of notice of the request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the date Developer submits its request to the TCEQ to include the language described in Paragraph (b) of this Section 2.01 in the TCEQ order creating the District and notifies the County that the request has been submitted, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Cathy Moore and Mark Albrecht for the creation of Williamson County Municipal Utility District No. 48*, TCEQ Docket 2024-0669-DIS ("TCEQ Proceeding"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

(b) Developer agrees to cause the TCEQ to include the following statement in the TCEQ order creating District: "Within thirty (30) days after the date the District's Board of Directors holds its organizational meeting, the District shall join in the execution

of that certain Consent and Development Agreement with Williamson County, Texas, dated _____, 2024.”

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

ARTICLE III ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

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

(b) LRTP Arterial(s) Dedication. The Developer, or an Affiliate will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Developer, or an Affiliate 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 i) on land that is outside the boundaries of the Land and is not owned Developer or an Affiliate, the County shall be responsible for acquiring said right-of-way; or ii) on any portion of the Land located in the District that is not owned by Developer or an Affiliate at the time the request for dedication is made, the District shall be responsible for acquiring said right-of-way and transferring it to the County in a time period as determined by the County. The District, Developer, or any Affiliate shall not disannex from the District any portion of the Land identified within the LRTP as LRTP Arterials.

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

Section 3.02. Road Construction. Except in cases when the Developer or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Developer or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Developer shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

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

ARTICLE IV DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Developer 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's and Developer's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County and the Developer and following creation of 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 Developer's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) Prior to Developer's purchase of all or any portion of the Land, this Agreement may not be assigned to a person or entity that is not an Affiliate without County's written consent, which will not be unreasonably withheld. If Developer owns all or a portion of the Land and this Agreement has been recorded in the real property records of Williamson County, as required by Paragraph (b) of this Section 5.03, this Agreement, and the rights of the Developer hereunder, may be assigned by the Developer as to all or any portion of the Land being purchased by such entity. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. The Developer shall provide the County written notice of the assignment pursuant to Section 6.01 below.

(b) The terms of this Agreement will run with the Land and will be binding upon the Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect. Upon the purchase of all or a portion of the Land, Developer shall record this Agreement in the real property records of Williamson County.

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

(d) If Developer does not purchase all or a portion of the Land after the creation of the District, the District shall cause the owner of the Land (or any portion thereof) to assume this Agreement. The District may not enter into any Reimbursement Agreements with the owner of the Land and may not reimburse the owner of the Land for any of the costs associated with the development of the Land unless and until the owner of such Land (or any portion thereof) has assumed the Agreement as to the portion it acquires and records the Agreement in the real property records of Williamson County.

Section 5.04. Remedies.

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

(b) If the Developer or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Developer or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Developer fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Developer from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Developer's eligible costs. If the District fails to cause the owner of all or any portion of the Land to assume this Agreement as provided by Section 5.03(d), or fails to acquire right-of-way as provided by Section 3.01(a)(ii) and (b)(ii), the County shall have the right to enjoin the District from executing any Reimbursement Agreements with the owner of the Land (or any portion thereof) and reimbursing the owner of the Land (or any portion thereof) the eligible costs (related to the portion of Land that is not bound by this Agreement).

(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 purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

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

Developer: At the address set forth under
Developer'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.

Section 6.04. **Applicable Law and Venue.** The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the

State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

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

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

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

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Developer and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Developer and District. Developer further represents that it is not prohibited by law from contracting with the County.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery,

pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

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

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

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

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

Exhibit B - LRTP Corridor Project and/or Arterial Locations

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

(Signatures on the following pages.)

**WILLIAMSON COUNTY, TEXAS
(COUNTY)**

By: _____

Name: _____

Title: As Presiding Officer of the Williamson
County Commissioners Court

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

Notary Public Signature

(Seal)

DEVELOPER:

**HOUSTON-TAYLOR CAPITAL
INVESTMENTS, LLC**

By: _____

Name: Zach Ipaw

Its: Co-President

Date: 12-4-24

Address for Notice:

2101 Cedar Springs Rd Ste 700 Dallas Tx 75201
Attn: Sidney Bazzi, General Counsel

THE STATE OF Texas

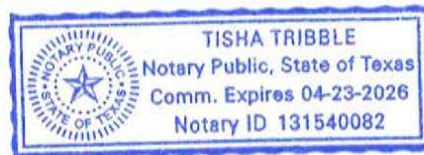
COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 4 day of December, 2024, by Zach Ipaw, as Co President of Houston-Taylor Capital Investments, on behalf of Developer.

(SEAL)

Tisha Tribble
Notary Public Signature



**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 48**

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

Attn: _____

_____, _____, _____

THE STATE OF TEXAS §

 §

COUNTY OF _____ §

 This instrument was acknowledged before me on _____,
_____, by _____, President of the Board of
Directors of Williamson County Municipal Utility District No. 48, on behalf of said
District.

(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

S. PALMER SURVEY
A-499 SURVEY

1123'40" W 2342.77'
2077.18
EDGAR VEGA &
ALTAGRACIA VEGA
GENERAL WARRANTY DEED
58,581 ACRES
DOC. NO. 2014084619 O.P.R.W.C.T.

MARK ALBRECHT
SPECIAL WARRANTY DEED
384.057 ACRES
DOC. NO. 2022057883 O.P.R.W.C.T.

506.558
ACRES-50' PIPELINE
EASEMENT
DOC. NO. 2020108237

16.099 AC ELECTRIC
EASEMENT
DOC. NO. 2011024279

CR 101
(R.O.W. VARIES)

(R.O.W. VARIES)

WILLIAMSON COUNTY
SPECIAL WARRANTY DEED
2.391 ACRES
DOC. NO. 2004061050
O.P.R.W.C.T.

1/2" IR
RPL

POINT OF BEGINNING

ATMOS ENERGY
(LONE STAR GAS COMPANY)

Guidance

L 473, PG. 265 D.R.W.C.T.

& DONNA M. KOTRILA
AGREEMENT TO CONVERT
SEPARATE PROPERTY TO
COMMUNITY PROPERTY
57.66 ACRE TRACT
LESS 1 ACRE

HELMER WOODROW DAHL
REVOCATION OF TRANSFER
ON DEATH DEED
90.23 ACRES

10

APPROXIMATE
CITY OF TAYLOR
EXTRATERRITORIAL
JURISDICTION LINE

MATCHLINE

SHEET 2

K:\17997\17997-0001-00 Chandler Road - Prelim & Survey\1 Surveying Phase\CAD Files\Working Dwg\17997-0001-00 Primory.dwg

RLH/ash

JOB # 17997-0001-00

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
3100 Alvin Devane Boulevard, Suite 150 Austin, TX 78761 • 512.441.9493

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DOC. NO. 2013012639
OBJECT

DOC. NO. 2022032601 O.F.R.T.
VOL. 390 PG. 247 D.R.W.C.

7.6.1
I)

SHEET 10

3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 700'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	49°19'54"	5330.00'	4589.13'	N 88°37'20" W	4448.69'
C2	4°52'09"	5381.93'	457.37'	N 84°04'39" W	457.23'

LINE	BEARING	DISTANCE
L1	N 21°33'08" W	383.42'
L2	S 68°03'08" W	314.25'
L3	N 66°14'34" W	107.76'
L4	N 08°39'51" E	441.37'
L5	N 86°12'36" E	1006.77'
L6	N 01°35'48" W	778.73'
L7	S 89°14'04" W	944.19'
L8	N 10°31'43" E	507.65'
L9	N 76°32'57" E	195.58'
L10	N 85°52'59" E	213.11'
L11	N 73°33'44" E	170.60'
L12	N 88°16'29" E	191.51'
L13	S 78°58'01" E	233.13'
L14	S 75°48'31" E	218.57'
L15	S 80°47'31" E	159.87'
L16	S 68°44'46" E	251.37'
L17	S 60°02'37" E	180.95'
L18	S 46°49'08" E	159.93'
L19	S 30°06'55" E	162.21'
L20	S 60°31'02" E	211.82'
L21	S 65°47'05" E	275.20'
L22	S 65°09'00" E	170.48'
L23	S 79°13'00" E	211.89'
L24	S 84°15'44" E	329.83'
L25	S 42°14'17" E	493.12'
L26	S 39°14'08" E	246.21'
L27	S 32°40'08" E	194.10'
L28	S 52°33'08" E	553.15'
L29	S 86°45'08" E	569.20'
L30	N 68°42'47" E	374.20'
L31	N 54°28'43" E	668.16'
L32	N 82°17'53" E	815.46'
L33	S 73°48'08" E	538.37'
L34	S 70°55'08" E	601.59'
L35	S 78°07'08" E	274.21'
L36	S 62°38'08" E	209.62'
L37	S 21°20'27" E	345.39'
L38	S 22°05'48" E	218.55'
L39	S 14°07'38" W	46.80'
L40	S 24°40'54" E	105.44'
L41	S 21°35'31" E	338.94'
L42	S 35°00'14" E	92.38'
L43	S 20°26'16" E	122.89'
L44	S 60°55'53" W	349.83'
L45	S 12°16'08" E	318.63'
L46	N 21°34'41" W	807.36'
L47	N 22°42'00" W	315.94'
L48	S 39°48'47" W	77.87'
L49	S 68°40'54" W	674.04'
L50	S 68°24'24" W	162.63'

506.558
ACRES

CATHY MOORE
SPECIAL WARRANTY DEED
401.230 ACRES
DOC. NO. 2022057882 O.P.R.W.C.T.

BEVERLY JO ATCHLEY RESCH
SPECIAL WARRANTY DEED
137.21 ACRES
DOC. NO. 2011036584 O.P.R.W.C.T.

S. PALMER SURVEY
A-499 SURVEY

QUIDDITY

1300 South of Professional Engineers and Land Surveyors Reg. No. 100045100
1800 West Devon Boulevard, Suite 150 - Albany, NY 12243-2141/12493

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

- IRON ROD FOUND
- ▲ NAIL FOUND
- △ CALCULATED POINT
- O.P.R.I.C.T.
- OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS

NOTES:

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



[Handwritten Signature]
2-21-2023



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046320
3100 Ashin Drake Boulevard, Suite 100 Austin, TX 78747-3124 41583



Figure 2 – District Boundary Metes & Bounds Description and Closure Calculations



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LEGAL DESCRIPTION

BEING a 506.558-acre tract of land out of the Silas Palmer Survey No. 12, Abstract No. 499, Williamson County, Texas, being a portion of that certain tract of land called to contain 401.230-acres (Tract 2) as described in a Special Warranty Deed to Cathy Moore recorded in Document No. 2022057882 of the Official Public Records of Williamson County, Texas and being a portion of that certain tract of land called to contain 384.057-acres (Tract 1) as described in a Special Warranty Deed to Mark Albrecht recorded in Document No. 2022057883 of the Official Public Records of Williamson County, Texas; said 506.558-acre tract of land being more particularly described as follows (bearings referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING: at a 5/8-inch iron rod found on the northeastern right-of-way line of County Road 101 for the northwestern corner of a 1-acre tract of land as described in a Deed to Atmos Energy (Lone Star Gas Company) recorded in Volume 473, Page 265 of the Deed Records of Williamson County, Texas, for a corner of the said 384.057-acre tract, for a southwestern corner of this herein described tract;

THENCE: Along a common line of said County Road 101 and the said 384.057-acre tract with the following courses and distances:

1. North 21°33'38" West a distance of 383.42 feet to a 1/2-inch iron rod found;
2. South 68°03'08" West a distance of 314.25 feet to a 1/2-inch iron rod with cap stamped "RPLS 5184" found;
3. North 66°14'34" West a distance of 107.76 feet to a 1/2-inch iron rod with cap stamped "KONTUR TECH" found for the southernmost southeastern corner of a 20.000-acre tract of land as described in a Warranty Deed to Edgar Vega & Altagarcia Vega recorded in Document No. 2015041436 of the Official Public Records of Williamson County, Texas, for a corner of the said 384.057-acre tract;

THENCE: Along the common line of the said 20.000-acre tract and the said 384.057-acre tract with the following courses and distances:

1. North 08°39'51" East a distance of 441.37 feet to a 5/8-inch iron rod with cap stamped "KONTUR TECH" found;
2. North 86°12'36" East a distance of 1006.77 feet to a 5/8-inch iron rod with cap stamped "KONTUR TECH" found;
3. North 01°35'48" West a distance of 778.73 feet to a 1/2-inch iron rod with cap stamped "RPLS 5784" found;
4. South 89°14'04" West a distance of 944.19 feet to a 1/2-inch iron rod with cap stamped "RPLS 5784" found on the southeastern line of a 58.581-acre tract of land as described in a General Warranty Deed to Edgar Vega & Altagarcia Vega recorded in Document No. 2014084619 of the Official Public Records of Williamson County, Texas, for a corner of the said 384.057-acre tract;

THENCE: Along the common line of the said 58.581-acre tract and the said 384.057-acre tract with the following courses and distances:



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1. North $10^{\circ}31'43''$ East a distance of 507.65 feet to a 5/8-inch iron rod with cap stamped "KONTUR TECH" found;
2. North $21^{\circ}23'40''$ West at a distance of 2077.18 feet pass a 1/2-inch iron rod with cap stamped "RPLS 5784" found online, **a distance in all of 2342.77 feet** to a calculated point in the approximate center line of the San Gabriel River, for a corner of the said 58.581-acre tract, the northwestern of the said 384.057-acre tract, for the northwestern corner of this herein described tract;

THENCE: Along the approximate center line of the San Gabriel River, the northern line of the said 384.057-acre tract and the approximate southern line of the herein listed adjoining tracts:

- 7.877-acres to Claudia Alvarado-Hurt, General Warranty Deed, Document No. 2018053826, Official Public Records of Williamson County, Texas,
- 11.95-acres to Ray C. Boone, III & Jenni Diane Eiremo, General Warranty Deed, Document No. 2021029244, Official Public Records of Williamson County, Texas,
- 10.00-acres to James M. Paul, Warranty Deed with Vendor's Lien, Document No. 2008054689, Official Public Records of Williamson County, Texas,
- 0.514-acres to James M. Paul, General Warranty Deed, Document No. 2009042405, Official Public Records of Williamson County, Texas,
- 12.06-acres to Brenda Joan & Glenn Ray Hagler, General Warranty Deed with Vendor's Lien, Document No. 2020048756, Official Public Records of Williamson County, Texas,
- 10.001-acres to Robert Peek, Assumption Warranty Deed with Vendor's Lien, Document No. 2015010205, Official Public Records of Williamson County, Texas,
- 11.31-acres to Jonah Daniel Properties, LLC, General Warranty Deed, Document No. 2018108968, Official Public Records of Williamson County, Texas,
- 21.678-acres to Fengshui Properties, LLC, Warranty Deed, Document No. 2017016132, Official Public Records of Williamson County, Texas,
- 353.692-acres to County of Williamson, Special Warranty Deed, Document No. 2008007749, Official Public Records of Williamson County, Texas,

With the following courses and distances:

1. North $76^{\circ}32'57''$ East a distance of 195.58 feet to a calculated point;
2. North $85^{\circ}52'59''$ East a distance of 213.11 feet to a calculated point;
3. North $73^{\circ}33'44''$ East a distance of 170.60 feet to a calculated point;
4. North $88^{\circ}16'29''$ East a distance of 191.51 feet to a calculated point;
5. South $78^{\circ}58'01''$ East a distance of 233.13 feet to a calculated point;
6. South $75^{\circ}48'31''$ East a distance of 218.57 feet to a calculated point;
7. South $80^{\circ}47'31''$ East a distance of 159.87 feet to a calculated point;
8. South $68^{\circ}44'46''$ East a distance of 251.37 feet to a calculated point;
9. South $60^{\circ}02'37''$ East a distance of 180.95 feet to a calculated point;
10. South $46^{\circ}49'08''$ East a distance of 159.93 feet to a calculated point;
11. South $30^{\circ}06'55''$ East a distance of 162.21 feet to a calculated point;
12. South $60^{\circ}31'02''$ East a distance of 211.82 feet to a calculated point;
13. South $65^{\circ}47'05''$ East a distance of 275.20 feet to a calculated point;
14. South $65^{\circ}09'00''$ East a distance of 170.48 feet to a calculated point;



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15. South 79°13'00" East a distance of 211.89 feet to a calculated point;
16. South 84°15'44" East a distance of 329.83 feet to a calculated point;
17. South 42°14'17" East a distance of 493.12 feet to a calculated point;
18. South 39°14'08" East a distance of 246.21 feet to a calculated point;
19. South 32°40'08" East a distance of 194.10 feet to a calculated point;
20. South 52°33'08" East a distance of 553.15 feet to a calculated point;
21. South 86°45'08" East a distance of 569.20 feet to a calculated point;
22. North 68°42'47" East a distance of 374.20 feet to a calculated point;
23. North 54°28'43" East a distance of 668.16 feet to a calculated point;

THENCE: North 82°17'53" East continuing along the approximate center line of the San Gabriel River and the said 384.057-acre tract, at a distance of 64.18 feet pass a calculated point for northeastern corner of the said 384.057-acre tract, the northwestern corner of the said 401.230-acre tract, from which a 5/8-inch iron rod with cap stamped "KONTUR TECH" found on the common eastern line of the said 384.057-acre tract and a western line of the said 401.230-acre tract bears South 06°53'46" West a distance of 284.57 feet; continuing North 82°17'53" East a distance in all of **815.46 feet** to a calculated point;

THENCE: Along the common line of the said approximate center line of the San Gabriel River, the northern line of the said 401.230-acre tract and the approximate southern line of the herein listed adjoining tracts:

With the following courses and distances:

- 353.692-acres to County of Williamson, Special Warranty Deed, Document No. 2008007749, Official Public Records of Williamson County, Texas,
- 13.83-acres to DBR 29, LLC, Cash Warranty Deed, Document No. 2017109721, Official Public Records of Williamson County, Texas,
- 14.558-acres to Henry Blum, General Warranty Deed, Volume 1618, Page 75, Official Records of Williamson County, Texas,
- 1.00-acres to Henry Blum, General Warranty Deed, Volume 1130, Page 491, Official Records of Williamson County, Texas,
- 0.90-acres to Henry Blum, Warranty Deed, Volume 576, Page 307, Official Records of Williamson County, Texas,
- 0.90-acres to Richard W. Buchhorn, Warranty Deed, Document No. 1996006842, Official Public Records of Williamson County, Texas,
- 0.90-acres to Richard W. Buchhorn & Jean A. Buchhorn, Herbert O. Koch & Mary E. Koch, Warranty Deed, Volume 754, Page 330, Deed Records of Williamson County, Texas,
- 0.90-acres to Cortez & Esparza enterprises, LLC, Highway 29 Series, Special Warranty Deed, Document No. 2015088748, Official Public Records of Williamson County, Texas,
- 0.90-acres to Jayson Angell, Special Warranty Deed, Document No. 2018024453, Official Public Records of Williamson County, Texas,
- 0.90-acres to Melissa Welch, Special Warranty Deed, Document No. 2019065676, Official Public Records of Williamson County, Texas,
- 0.90-acres to Melissa Welch & Jayson Angell, Special Warranty Deed, Document No. 2019065677, Official Public Records of Williamson County, Texas,



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- 0.904-acres to Mary Amber Underwood & David Michael Morris, General Warranty Deed, Document No. 2013072823, Official Public Records of Williamson County, Texas,
 - 0.93-acres to Robert Scruggs, Deed, Volume 2092, Page 414, Official Records of Williamson County, Texas,
1. South 73°48'08" East a distance of 538.37 feet to a calculated point;
 2. South 70°55'08" East a distance of 601.59 feet to a calculated point;
 3. South 78°07'08" East a distance of 274.21 feet to a calculated point;
 4. South 62°38'08" East a distance of 209.62 feet to a calculated point for the northeastern corner of the said 401.230-acre tract, a northwestern corner of a 137.21-acre tract of land as described in a Special Warranty Deed to Beverly Jo Atchley Resch recorded in Document No. 2011036584 of the Official Public Records of Williamson County, Texas, for the northeastern corner of this herein described tract;

THENCE: Along the common line of the said 137.21-acre tract and the said 401.230-acre tract with the following courses and distances:

1. South 21°39'10" East at a distance of 101.97 feet pass a 1/2-inch iron rod with cap stamped "FOREST 1847" found for online, a distance in all of **1244.13 feet** to a 1/2-inch iron rod with cap stamped "FOREST 1847" found;
2. South 21°20'27" East a distance of 345.39 feet to a 5/8-inch iron rod found;
3. South 22°05'48" East a distance of 218.55 feet to a 1-inch iron pipe found, from which a 5/8-inch iron rod found bears South 32°22'20" West a distance of 1.57 feet;
4. South 14°07'38" West a distance of 46.80 feet to a 5/8-inch iron rod found;
5. South 24°40'54" East a distance of 105.44 feet to a 1/2-inch iron rod with cap stamped "FOREST 1847" found;
6. South 21°35'31" East a distance of 338.94 feet to a 1/2-inch iron rod with cap stamped "FOREST 1847" found;
7. South 35°00'14" East a distance of 92.38 feet to a 1/2-inch iron rod with cap stamped "FOREST 1847" found;
8. South 20°26'16" East a distance of 122.89 feet to a 1/2-inch iron rod found for a corner of the said 137.21-acre tract, a corner of the said 401.230-acre tract, for the northeastern corner of a 78.387-acre tract of land as described in a Special Warranty Deed to Quest Trust Company FBO Michael Herzog recorded in Document No. 2021005374 of the Official Public Records of Williamson County, Texas;

THENCE: Along the common line of the said 78.387-acre tract and the said 401.230-acre tract with the following courses and distances:

1. South 60°55'53" West a distance of 349.83 feet to a 60D nail in fence post found;
2. South 12°16'08" East a distance of 318.63 feet to a calculated point on an approximate northern Extraterritorial Jurisdiction (ETJ) line of the City of Taylor, for the southeastern corner of this herein described tract;;

THENCE: Across the said 401.230-acre tract and the said 384.057-acre tract with the following courses and distances:



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1. with a non-tangent curve to the left having a Delta angle of $49^{\circ}19'54''$, a Radius of 5330.00 feet, an Arc length of 4589.13 feet, with a Chord bearing of North $88^{\circ}37'20''$ West a distance of 4448.69 feet to a calculated point;
2. with a non-tangent curve to the left having a Delta angle of $4^{\circ}52'09''$, a Radius of 5381.93 feet, an Arc length of 457.37 feet, with a Chord bearing of North $84^{\circ}04'39''$ West a distance of 457.23 feet to a calculated point of intersection of the approximate northern line of the City of Taylor Extraterritorial Jurisdiction Line (ETJ) and the western line of the said 384.057-acre tract, the eastern line of a 90.23-acre tract of land as described in a Revocation of Transfer on Death Deed to Helmer Woodrow Dahl recorded in Document no. 2022093861 of the Official Public Records, further described in Volume 390, Page 247 of the Deed Records of Williamson County, Texas, for the southernmost southwestern corner of this herein described tract;

THENCE: North $21^{\circ}34'41''$ West a distance of 807.36 feet along the common line of the said 90.23-acre tract and the said 384.057-acre tract, to a 5/8-inch iron rod with cap stamped "KONTUR TECH" found on the northeastern line of the said 90.23-acre tract, for a corner of the said 384.057-acre tract, for a corner of this herein described tract;

THENCE: North $22^{\circ}42'00''$ West continuing along the common line of the said 90.23-acre tract and the said 384.057-acre tract, at a distance of 276.61 feet pass a to a 3/8-inch iron rod with cap stamped "MEADOW RPLS 1966" found, a distance in all of **315.94 feet** to a 1/2-inch iron rod found for a corner of the said 90.23-acre tract and the said 384.057-acre tract, for a corner of this herein described tract;

THENCE: South $39^{\circ}48'47''$ West a distance of 77.87 feet Continuing along a northwestern line of the said 90.23-acre tract, a line of the said 384.057-acre tract, to a 1/2-inch iron rod found for a corner the said 384.057-acre tract, for a corner of this herein described tract;

THENCE: South $68^{\circ}21'04''$ West continuing along the northwestern line of the said 90.23-acre tract, a line of the said 384.057-acre tract, at a distance of 679.17 feet pass a 1/2-inch iron rod found for a corner of the said 90.23-acre tract and the northeastern corner of the remainder of a 57.66-acre tract of land as described in a Agreement to Convert separate Property to Community Property to Kenneth C. Kotrla & Donna M. Kotrla recorded in Document No. 2013012639 of the Official Public Records of Williamson County, Texas, a distance in all of **1351.70 feet** to a 1/2-inch iron rod found on the northwestern line of the said 57.66-acre tract, for a corner of the said 384.057-acre tract, for a corner of this herein described tract;

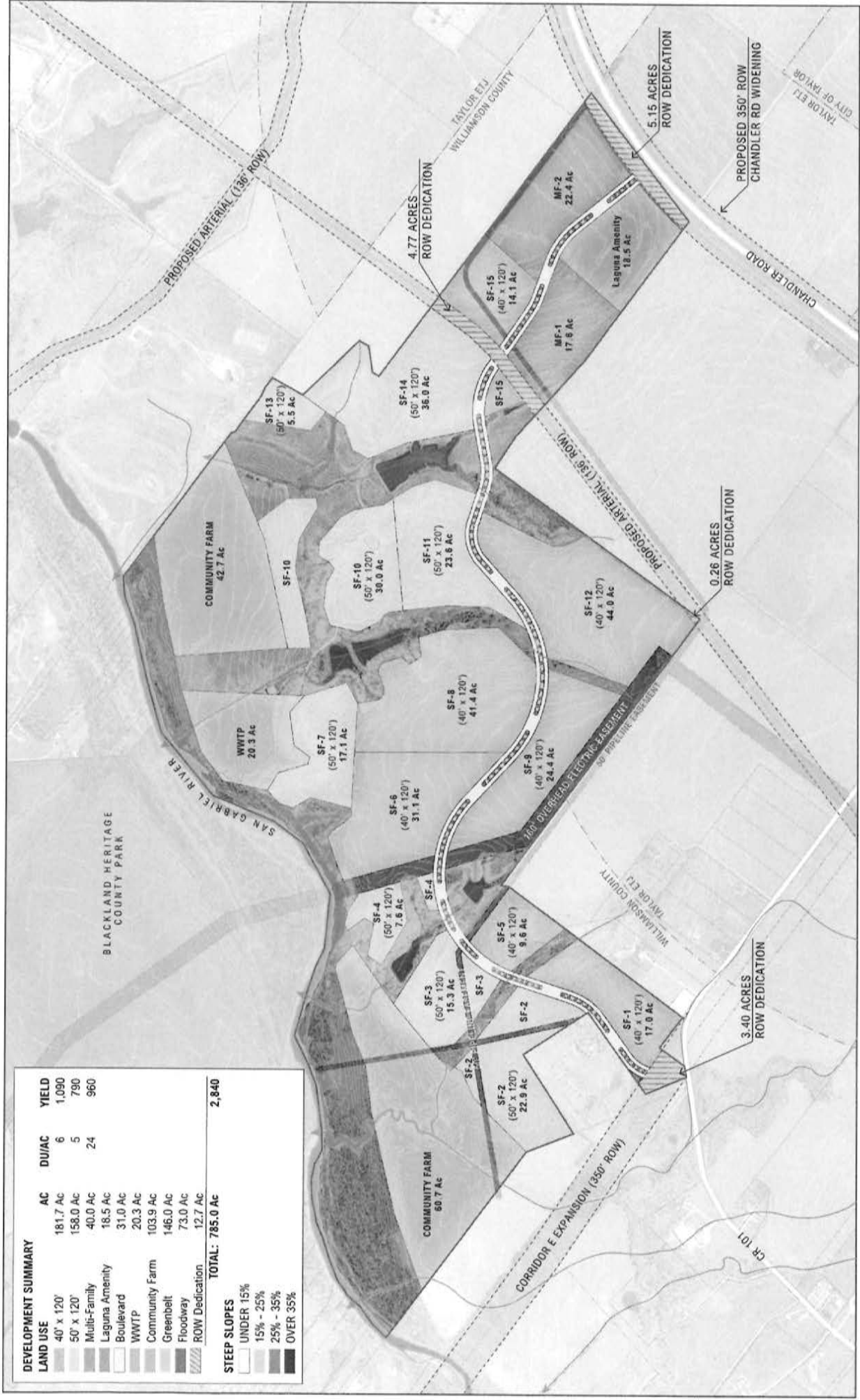
THENCE: South $68^{\circ}40'54''$ West a distance of 674.04 feet continuing along the northwestern line of the said 57.66-acre tract, a line of the said 384.057-acre tract, to a 1/2-inch iron rod with aluminum cap found for a corner of the remainder of the said 57.66-acre tract, the northeastern corner of the said 1-acre tract, for a corner of the said 384.057-acre tract, for a corner of this herein described tract;

THENCE: South $68^{\circ}24'24''$ West a distance of 162.63 feet along the northwestern line of the said 1-acre tract, a line of the said 384.057-acre tract, to the **POINT OF BEGINNING** and **CONTAINING** an area of 506.558-acres of land.

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]



DEVELOPMENT SUMMARY			
LAND USE	AC	DUI/AC	YIELD
40' x 120'	181.7 Ac	6	1,090
50' x 120'	158.0 Ac	5	790
Multi-Family	40.0 Ac	24	960
Laguna Amenity	18.5 Ac		
Boulevard	31.0 Ac		
WWTP	20.3 Ac		
Community Farm	103.9 Ac		
Greenbelt	146.0 Ac		
Floodway	73.0 Ac		
ROW Dedication	12.7 Ac		
TOTAL:			2,840

STEEP SLOPES	
UNDER 15%	
15% - 25%	
25% - 35%	
OVER 35%	

FIJI ISLAND
CONCEPTUAL LAND USE PLAN
DECEMBER 2, 2024

