

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

SV₂ LIBERTY LLC;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 56

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “Agreement”) is by **Williamson County, Texas**, a Texas political subdivision (the “County”), and **SV2 LIBERTY LLC**, a Texas limited liability company (the “Owner”). Subsequent to its creation, **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 56**, 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”.

RECITALS

WHEREAS, the Owner has approximately 478.023 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 has submitted a preliminary plat application to the County for a subdivision and development of the Land. The Owner is also in the process of creating a Public Water Supply through the Texas Commission on Environmental Quality intended to serve the proposed lots within the development; 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 Owner has proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the “TCEQ”); and

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

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the 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.

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

County means Williamson County, Texas.

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

LRTP means the Williamson County Long Range Transportation Plan as adopted 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.

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

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

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

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

ARTICLE II

CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. **Creation of District.** The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding relating to Owner's application to TCEQ for approval for creation of the District, TCEQ Internal Control Number D-02122024-014 ("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. Further, in the event creation of the District is not approved by TCEQ for any reason, the Parties may mutually agree in writing that this Agreement may become null and of no further effect upon withdrawal of the creation application or a final decision by TCEQ denying creation.

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.

ARTICLE III ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

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

(b) L RTP Arterial(s) Dedication. The Owner, or an affiliated entity under common control of 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 owned by the Owner, or an affiliated entity under common control of Owner required for any roads which are shown within and/or adjacent to the boundaries of the Land as arterial roadways in the L RTP ("L RTP 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, or an affiliated entity under common control of Owner, 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 L RTP 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, Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner 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.

Section 4.04. Subdivision Application Processing. Owner acknowledges that as of the effective date of this Agreement that the draft preliminary plat it has submitted to the County for a subdivision of the Land has not yet been approved by the Williamson County Commissioners Court and that the draft preliminary plat is not being approved by way of this agreement. County agrees that within two years of the effective date of this agreement, that it will accept subdivision construction plan applications for review prior to the approval of the preliminary plat by the Williamson County Commissioners Court, so long as those construction plans are in conformance with the draft preliminary plat submitted by Owner and dated June 14, 2024. All other subdivision construction plan application completeness check items and requirements remain as written in the Applicable Rules. Owner agrees that it will not submit a final plat application to the County prior to approval of the preliminary plat by the Williamson County Commissioners Court. Owner further agrees that the County shall have no obligation to accept a final plat application for review prior to approval of the preliminary plat by the Williamson County Commissioners Court.

ARTICLE V TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's 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 following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner and Developer hereunder, may be assigned by the Owner, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner 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 and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

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

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner 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 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 Owner'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

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

Owner(s): 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 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.

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 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. Subject to State law. The terms of this Agreement shall in all respects be subject to the laws of the State of Texas, as now in effect or hereinafter enacted.

Section 6.13. 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)

OWNER:

SV2 LIBERTY LLC, a Texas limited liability company

By: SV2 Liberty LLC

Name: Vinod Nagi

Its: Manager

Date: 11/22/24

Address for Notice:

SV2 Liberty LLC

Attn: Vinod Nagi

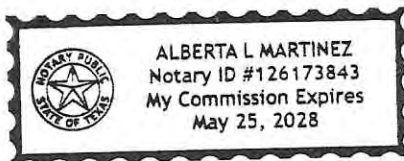
1001 Cypress Creek Rd #203
Cedar Park, TX 78613

THE STATE OF Texas

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on the 22nd day of November, 2024, by Vinod Nagi, as Manager of SV2 Liberty LLC, a Texas limited liability company, on behalf of said limited liability company.



(SEAL) [Signature]
Notary Public Signature

**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 56**

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. 56, on behalf of said
District.

(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

FIELD NOTES FOR A 478.023 ACRE TRACT OF LAND

A **478.023 acre** tract of land, located in the B.S. Mudd Survey, Abstract 438, the E. Leichtle Survey No. 5, Abstract 382, and the Thomas F. Gray Survey No. 8, Abstract 250, Williamson County, Texas, and the Thomas F. Gray Survey No. 8, Abstract 342, Burnet County, Texas, and being all of a called 8.619 acre tract of land as described in Document No. 20221172984, and a portion of a called 493.17 acre tract of land as described of record in Document No. 2021089645, both of the Official Public Records of Williamson County, Texas. Said **478.023 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the southwesterly right-of-way line of State Highway 29, a variable width public right-of-way, at the most northerly corner of a called 69.361 acre tract of land as described of record in Document No. 2023084806 of the Official Public Records of Williamson County, Texas, for the most easterly corner of said 8.619 acre tract and the tract described herein, from which a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "CCC 4835" in said right-of-way line and for the east corner of said 69.361 acre tract bears, S $57^{\circ} 01' 08''$ E, a distance of 345.45 feet;

THENCE: Departing said right-of-way line and with the common line between said 8.619 acre tract and said 69.361 acre tract, the following nine (9) courses:

1. **S $48^{\circ} 22' 58''$ W**, a distance of **162.56 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a corner,
2. **S $87^{\circ} 02' 08''$ W**, a distance of **76.85 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a corner,
3. **S $48^{\circ} 22' 58''$ W**, a distance of **4.96 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
4. With a curve to the right having a radius of **1100.00 feet**, an arc length of **590.20 feet**, a delta angle of **$030^{\circ} 44' 31''$** and a chord bears, **S $63^{\circ} 45' 13''$ W**, a distance of **583.15 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency,
5. **S $79^{\circ} 07' 29''$ W**, a distance of **252.67 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
6. With a curve to the left having a radius of **970.00 feet**, an arc length of **157.95 feet**, a delta angle of **$009^{\circ} 19' 48''$** and a chord bears, **S $74^{\circ} 27' 35''$ W**, a distance of **157.78 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency,
7. **S $69^{\circ} 47' 41''$ W**, a distance of **561.59 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
8. With a curve to the left having a radius of **4940.00 feet**, an arc length of **106.02 feet**, a delta angle of **$001^{\circ} 13' 47''$** and a chord bears, **S $69^{\circ} 10' 47''$ W**, a distance of **106.02 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency, and
9. **S $68^{\circ} 33' 54''$ W**, a distance of **822.76 feet** to a point in the approximate center line of the South Fork of the San Gabriel River, for the most southerly corner of said 8.619 acre tract, an angle in the northerly line of said 69.361 acre tract and an angle in the southeast line of the tract described herein;

THENCE: With the north and westerly lines of said 69.361 acre tract, the following seven (7) courses:

1. **S $68^{\circ} 33' 54''$ W**, a distance of **231.31 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" at the northwest corner of said 69.361 acre tract and an interior corner of the tract described herein,
2. **S $14^{\circ} 39' 09''$ E**, a distance of **173.57 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,
3. **S $27^{\circ} 50' 08''$ E**, a distance of **248.11 feet** to set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,

4. **S 18° 08' 37" E**, a distance of **588.11 feet** to set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,
5. **S 09° 04' 45" E**, a distance of **140.20 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,
6. **S 12° 43' 55" E**, a distance of **591.65 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle, and
7. **S 54° 51' 47" E**, a distance of **306.27 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" at the southwest corner of said 69.361 acre tract, for a southerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the south line of said 493.17 acre tract, the following three (3) courses:

1. **S 18° 36' 42" E**, a distance of **12.71 feet** to a found 8" wood fence post for corner,
2. **S 68° 43' 34" W**, a distance of **274.66 feet** to a found 6" wood fence post for angle, and
3. **S 69° 31' 36" W**, a distance of **1617.00 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" at the northwesterly corner of a called 532.411 acre tract of land as described in Document No. 2006079905, of the Official Public Records of Williamson County, Texas, a southerly interior corner of said 493.17 acre tract and the tract described herein;

THENCE: **S 20° 55' 58" E**, with a common line between said 532.411 acre tract and said 493.17 acre tract, a distance of **690.83 feet** to a point in the approximate center of Dog Branch as called for in said Document No. 2021089645, for a southerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the approximate center of Dog Branch and the south line of said 493.17 acre tract, the following courses:

- **S 84° 09' 32" W**, a distance of **329.49 feet** to a point,
- **S 50° 39' 32" W**, a distance of **50.56 feet** to a point,
- **S 23° 15' 32" E**, a distance of **70.83 feet** to a point,
- **S 00° 25' 02" W**, a distance of **78.44 feet** to a point,
- **S 27° 05' 58" E**, a distance of **75.52 feet** to a point,
- **S 16° 59' 58" E**, a distance of **146.85 feet** to a point,
- **S 16° 32' 28" E**, a distance of **348.20 feet** to a point,
- **S 18° 09' 02" W**, a distance of **61.84 feet** to a point,
- **S 17° 11' 32" W**, a distance of **312.32 feet** to a point,
- **S 30° 06' 32" W**, a distance of **378.29 feet** to a point,
- **S 47° 25' 32" W**, a distance of **113.66 feet** to a point,
- **S 53° 08' 32" W**, a distance of **145.75 feet** to a point,
- **S 64° 20' 32" W**, a distance of **305.90 feet** to a point,
- **N 89° 29' 58" W**, a distance of **57.66 feet** to a point,
- **S 62° 32' 32" W**, a distance of **67.25 feet** to a point,
- **S 38° 22' 32" W**, a distance of **354.97 feet** to a point for the most southerly corner of said 493.17 acre tract and the tract described herein;

THENCE: **N 20° 57' 28" W**, departing said center of Dog Branch, partially with the easterly line of a called 259.425 acre tract of land as described of record in Document No. 2022058754, of the Official Public Records of Williamson County, Texas and the west line of said 493.17 acre tract, a distance of **1090.79 feet** to a found ½" iron rod at the northeast corner of said 259.425 acre tract, the southeast corner of Lot 163 of the Thousand Oaks Subdivision, Section Two of record in Cabinet U, Slides 124-127 of the Plat Records of Williamson County, Texas, for an angle of said 493.17 acre tract and the tract described herein;

THENCE: With the east line of said Thousand Oaks Subdivision, Section Two, the following two (2) courses:

1. **N 20° 58' 16" W**, a distance of **1315.03 feet** to a ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle, and
2. **N 20° 41' 22" W**, a distance of **1579.55 feet** to a found 60D nail in a fence post at the common easterly corner of Lots 151 and 150 of said Thousand Oaks Subdivision, Section Two, for a westerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the common line between said Lot 150 and said 493.17 acre tract, the following three (3) courses:

1. **S 68° 42' 30" W**, a distance of **308.81 feet** to a found ½" iron rod with yellow plastic cap (illegible) for corner,
2. **N 20° 59' 43" W**, a distance of **59.92 feet** to a found ½" iron rod for corner, and
3. **N 68° 40' 46" E**, a distance of **308.56 feet** to a found ½" iron rod with a yellow plastic cap stamped "BERGMAN 3103" at the common easterly corner of Lots 150 and 149 of said Thousand Oaks Subdivision, Section Two, a westerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the east line of the Thousand Oaks Subdivision, Section Two, the following two (2) courses:

1. **N 21° 40' 34" W**, a distance of **208.49 feet** to found ½" iron rod for angle, and
2. **N 21° 10' 15" W**, a distance of **92.60 feet** to a found ½" iron rod at the northeast corner of said Thousand Oaks Subdivision, Section Two, the southeast corner of Lot 96 of the Thousand Oaks Subdivision, Section One of record in Cabinet R, Slides 245-249 of the Plat Records of Williamson County, Texas for a westerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the east line of said Thousand Oaks Subdivision, Section One, the following twelve (12) courses:

1. **N 21° 11' 09" W**, a distance of **562.96 feet** to a found ½" iron rod for angle,
2. **N 20° 19' 49" W**, a distance of **104.22 feet** to a found cotton gin spindle for angle,
3. **N 23° 27' 26" W**, a distance of **138.20 feet** to a found ½" iron rod for angle,
4. **N 20° 02' 42" W**, a distance of **382.13 feet** to a found ½" iron rod for angle,
5. **N 20° 43' 37" W**, a distance of **342.17 feet** to a found ½" iron rod for angle,
6. **N 22° 12' 11" W**, a distance of **123.90 feet** to a found ½" iron rod for angle,
7. **N 24° 56' 58" W**, a distance of **65.44 feet** to a found ½" iron rod for angle,
8. **N 20° 16' 18" W**, a distance of **72.76 feet** to a found ½" iron rod for angle,
9. **N 18° 47' 54" W**, a distance of **67.66 feet** to a found ½" iron rod for angle,
10. **N 15° 13' 49" W**, a distance of **17.94 feet** to a found ½" iron rod with a yellow plastic cap stamped "BERGMAN 3103" for angle,
11. **N 15° 52' 24" W**, a distance of **29.09 feet** to a found ½" iron rod with a yellow plastic cap stamped "BERGMAN 3103" for angle, and
12. **N 21° 27' 34" W**, a distance of **272.67 feet** to a found ¾" iron pipe at an angle in the east line of Lot 61 of said Thousand Oaks Subdivision, Section One, at the southwest corner of Lot 53 of the Rio Ancho, Section II Subdivision of record in Document No. 2015012171 of the Official Public Records of Williamson County, Texas, for the northwest corner of said 493.17 acre tract and the tract described herein;

THENCE: With the south line of said Lot 53, the following four (4) courses:

1. **N 67° 38' 00" E**, a distance of **89.93 feet** to a found ½" iron pipe for angle,
2. **S 21° 47' 44" E**, a distance of **2.21 feet** to a found ½" iron rod for angle,
3. **N 69° 22' 05" E**, a distance of **233.12 feet** to a found ¾" iron pipe for angle, and
4. **N 69° 20' 20" E**, a distance of **1379.69 feet** to a point in the approximate center of the South Fork of the San Gabriel River, at an angle in the south line of said Lot 53, and for a northerly corner of the tract described herein;

THENCE: With the approximate center of the South Fork of the San Gabriel River, the south line of Rio Ancho, Section II Subdivision, and the north line of the 493.17 acre tract, the following courses:

- **S 87° 23' 34" E**, a distance of **266.41 feet** to a point,
- **N 75° 13' 27" E**, a distance of **422.76 feet** to a point,

- N 73° 12' 37" E, a distance of **407.68 feet** to a point,
- N 53° 41' 16" E, a distance of **540.94 feet** to a point,
- N 15° 31' 18" E, a distance of **114.85 feet** to a point,
- N 50° 35' 12" E, a distance of **168.18 feet** to a point,
- N 24° 57' 13" E, a distance of **38.35 feet** to a point,
- N 16° 30' 35" E, a distance of **154.27 feet** to a point,
- N 73° 12' 29" E, a distance of **139.29 feet** to a point,
- S 74° 55' 11" E, a distance of **181.44 feet** to a point at the southeast corner of Lot 19 of said Rio Ancho, Section II Subdivision, the west line of a called 159.9 acre tract of land as described of record in Volume 533, Page 331 of the Deed Records of Williamson County, Texas, for a northerly corner of said 493.17 acre tract and the tract described herein;

THENCE: Departing said center of the South Fork of the San Gabriel River, with the common line between said 159.9 acre tract and said 493.17 acre tract, the following seventeen (17) courses:

1. S 30° 16' 06" E, a distance of **296.40 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,
2. S 70° 12' 51" E, a distance of **136.33 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
3. S 37° 41' 20" E, a distance of **754.79 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
4. S 34° 57' 20" E, a distance of **139.76 feet** to a found ½" iron rod for angle,
5. S 19° 10' 24" E, a distance of **136.94 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
6. S 24° 44' 40" W, a distance of **220.21 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
7. S 07° 34' 55" W, a distance of **157.76 feet** to a found "X" cut in concrete for angle,
8. S 04° 26' 26" W, a distance of **157.41 feet** to a point for angle,
9. S 44° 57' 51" W, a distance of **124.68 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
10. S 15° 03' 00" E, a distance of **93.46 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
11. S 22° 54' 20" E, a distance of **68.99 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
12. S 18° 42' 41" E, a distance of **94.02 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
13. S 17° 03' 54" E, a distance of **62.47 feet** to a found cotton gin spindle for angle,
14. S 49° 24' 58" E, a distance of **115.49 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
15. S 42° 39' 50" E, a distance of **118.31 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
16. S 32° 01' 57" E, a distance of **40.37 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle, and
17. N 60° 31' 01" E, a distance of **31.09 feet** to a point in the approximate center of the South Fork of the San Gabriel River for the most westerly corner of said 8.619 acre tract, an easterly corner of said 493.17 acre tract and an angle of the tract described herein;

THENCE: Departing the approximate center line of the South Fork of the San Gabriel River, and with the common line between said 8.619 acre tract and said 159.9 acre tract, the following six (6) courses:

1. N 62° 37' 17" E, a distance of **50.48 feet** to a found bolt in concrete for a corner,
2. N 69° 00' 11" E, a distance of **642.26 feet** to a found fence post for a corner,
3. N 69° 47' 41" E, a distance of **1683.49 feet** to a found mag nail with a washer stamped "CCC 4835" for a corner,

4. **N 16° 00' 03" E**, a distance of **38.54 feet** to a found ½" iron rod with a plastic cap stamped "CCC 4835" for a corner,
5. **N 42° 23' 04" E**, a distance of **32.03 feet** to a found ½" iron rod for a corner, and
6. **N 76° 13' 15" E**, a distance of **245.13 feet** to a found ½" iron rod with a plastic cap stamped "CCC 4835" in the southwesterly right-of-way line of State Highway 29, at the southeast corner of said 159.9 acre tract, for the north corner and a point of curvature of said 8.619 acre tract and the tract described herein;

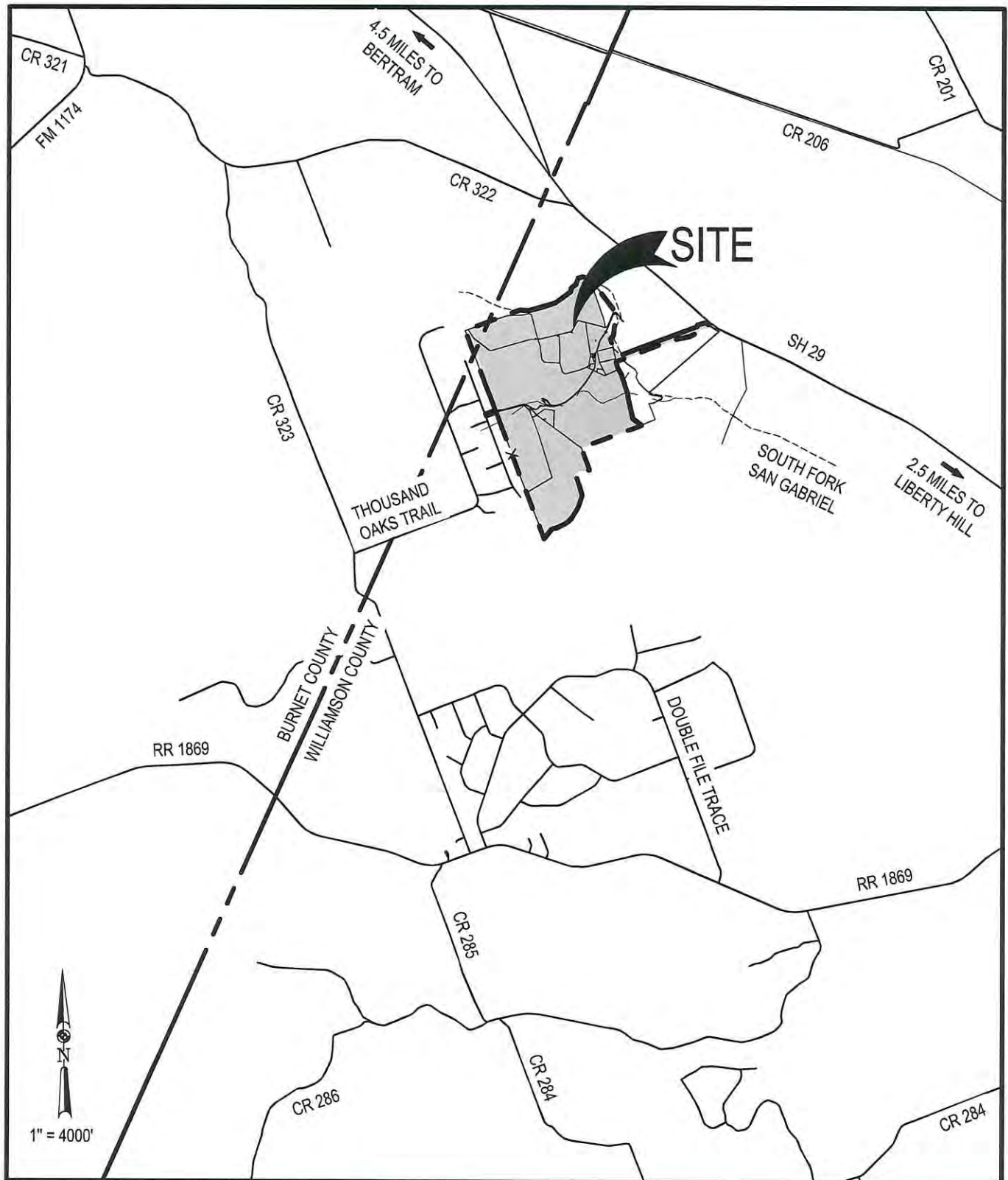
THENCE: With said right-of-way line, the northeast line of said 8.619 acre tract a non-tangent curve to the left having a radius of **2945.20 feet**, an arc length of **109.89 feet**, a delta angle of **002° 08' 16"** and a chord bears, **S 52° 36' 34" E**, a distance of **109.89 feet** to the **POINT OF BEGINNING** and containing **478.023 acres** of land situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work performed in June and August of 2021.

Job # 21-5035 478.023 Acres

Date: November 17, 2023





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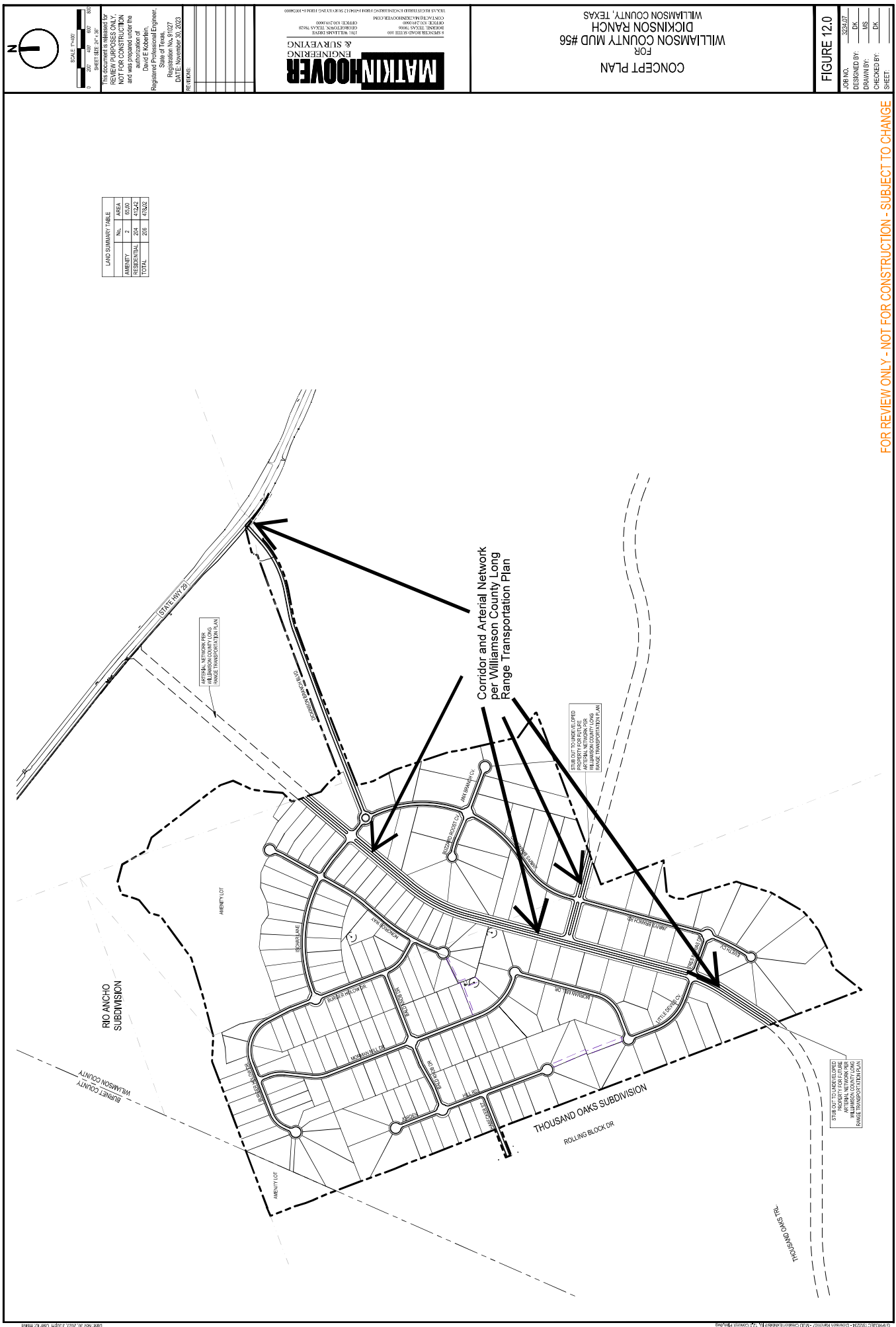
LOCATION MAP
FOR
WILLIAMSON COUNTY MUD #56
DICKINSON RANCH
WILLIAMSON COUNTY, TEXAS

JOB NO.	3234.07
DESIGNED BY:	GK
DRAWN BY:	JDA
CHECKED BY:	GK
SHEET #	FIG 6.0

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]



LAND SUMMARY TABLE		
AMENITY	RESIDENTIAL	TOTAL
2	415.2	417.2
208	475.02	

FIGURE 12.0
JOB NO. 323477
DESIGNED BY: DK
DRAWN BY: MS
CHECKED BY: DK
SHEET:

FOR REVIEW ONLY - NOT FOR CONSTRUCTION - SUBJECT TO CHANGE