

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

**THEON RANCHES, LP;
DANIEL AND KATHRYN VOSS;**

AND

THEON RANCHES MUNICIPAL UTILITY DISTRICT NO. 3

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “*Agreement*”) is by **Williamson County, Texas**, a Texas political subdivision (the “*County*”) and **Theon Ranches, LP**, a Texas limited partnership, and **Daniel and Kathryn Voss** (collectively the “*Owner*”). Subsequent to its creation, **Theon Ranches Municipal Utility District No. 3**, 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 Owner and the District are sometimes referred to individually herein as a “*Party*” and collectively as the “*Parties*”.

RECITALS

WHEREAS, the Owner owns approximately 302.9 acres of land located within the boundaries of the County (the “*Land*”); and

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

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

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

WHEREAS, the Owner has proposed to create or extend the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the “TCEQ”), or annexation, whichever the case may be, and has requested the County’s consent to the creation of the District; 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, with the consent of the County, as provided in this Agreement.

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 302 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 on the date of the County's execution of this Agreement.

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 Owner 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 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 captioned *Petition by Theon Ranches, LP; Daniel S. Voss; and Kathryn S. Voss for the creation of Theon Ranches Municipal Utility District No. 3*, TCEQ Docket 2023-1666-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.

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. If creation of the District is not approved by the Texas Legislature

or the TCEQ, whichever the case may be, this Agreement shall be null and of no further force and effect.

ARTICLE III ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) L RTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County (“Corridor Project”). The Owner 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 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 on land that is outside the boundaries of the Land and 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 required for any roads which are shown within and/or adjacent to the boundaries of the Land as arterial roadways in the LRTP (“LRTP Arterial(s)”), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not otherwise owned by Owner or any 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 LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B** subject to approval by Owner which will not be unreasonably withheld. Owner shall have no obligation to convey any lands to the County not located within 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 Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads and any associated traffic signage or signals, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The County will not require any permit or authorization for the District to maintain or repair Subdivision Roads. 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 AUTHORITY TO ISSUE BONDS AND 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 4.01 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require

any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. **Term.** The term of this Agreement shall commence following the County and Owner's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. **Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner and 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 hereunder, may be assigned by the Owner, with the County's written consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

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

Section 5.04. **Remedies.**

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("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
Owner:	At the address set forth under Owner's execution below
District:	At the address set forth under District's execution below

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

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. 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:


THEON RANCHES, LP, a Texas limited partnership

By: **THEON RANCHES GP, LLC**, a Texas limited liability company, its General Partner

By: 
Daniel S. Voss, President

Date: 12/11/2024


DANIEL VOSS



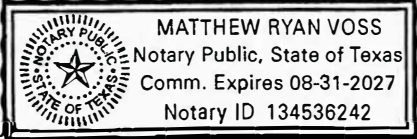
KATHRYN VOSS

Address for Notice:

Theon Ranches, LP
ATTN: Daniel Voss
5700 CR 234
Jarrell, Texas 76537

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 11 day of December, 2024, by Daniel Voss, as President of Theon Ranches GP, LLC, a Texas limited liability company, in its capacity as General Partner of Theon Ranches, LP, a Texas limited partnership, on behalf of said limited partnership.

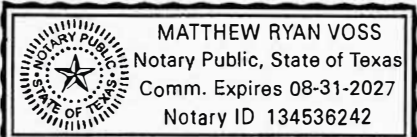
(SEAL) 

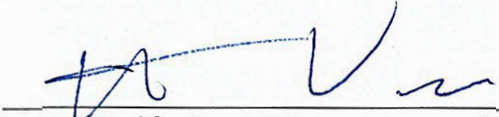


Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 11 day of December, 2024, by Daniel Voss.

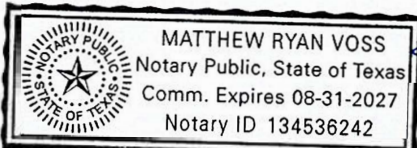
(SEAL) 



Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 11 day of December, 2024, by Kathryn Voss.

(SEAL) 



Notary Public Signature

THEON RANCHES MUNICIPAL UTILITY DISTRICT NO. 3

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 _____ Municipal Utility District No. _____, on behalf of said
District.

(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and Map
of the Land

[attached]

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX, 78626

DESCRIPTION FOR: THEON RANCHES MUD NO. 3

271.34 Acres

BEING 271.34 acres of land, situated in the Edmund Parsons Survey, Abstract No. 494 and the Nathaniel Moore Survey, Abstract No. 410, in Williamson County, Texas, said 271.34 acres being two (2) tracts of land, first tract being a 261.35 acre tract, of record to Theon Ranches, LP, Document No. 2022118171, Official Public Records Williamson County, Texas (OPRWCT), second tract being a 10.00 acre tract, of record to Daniel Voss and Kathryn Voss, Document No. 199985405, (OPRWCT), This tract was surveyed on the ground in May of 2023 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found (steel pin), at the Southwest corner of said 261.35 acre tract, for the Southwest corner hereof, same being the upper Northwest corner of a 4.02 acre tract, of record to Robert A. Van Swelm and Patricia Van Swelm, Document No. 2017095989, (OPRWCT), said point being a point in the East Right-of-Way line of County Road 234, from which a ½" capped iron pin found, marked "RPLS 1847", bears: S 21°37'06" E, 21.52 feet,

THENCE, with the West boundary line of said 261.35 acre tract and the East Right-of-Way line of County Road 234, along or near a fence, N 21°22'50" W, crossing the common Survey line of the Nathaniel Moore Survey, Abstract No. 410 and the Edmund Parsons Survey, Abstract No. 494, in all a total distance of 3228.45 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Northwest corner of said 261.35 acre tract, for the Northwest corner hereof, said point being a point in the South Right-of-Way line of Farm to Market Road 487 (FM 487),

THENCE, with the North boundary line of said 261.35 acre tract and the South Right-of-Way line of FM 487, along or near a fence, the following six (6) courses and distances:

1. N 80°32'16" E, passing at 409.73 feet, the remains of a TXDOT Type I concrete marker, passing at 987.50 feet, a ½" capped iron pin found, marked "RPLS 1847", continuing in all a total distance of 1248.39,
2. in an easterly direction with a non-tangent curve to the left, (C1) with a Radius of 1178.28 feet, having a Chord Bearing of N 73°11'06" E, 303.24 feet, having a Central Angle of 14°47'12" and an Arc Length of 304.09 feet, to a TXDOT Type I concrete marker, at the point of tangency, for an angle point hereof,
3. N 65°50'39" E, passing at 629.67 feet, to a ½" iron pin found, in all a total distance of 1206.85 feet to a TXDOT Type I concrete marker, at the point of curvature, for the upper Northeast corner hereof,
4. in an easterly direction with a tangent curve to the right, (C2) with a Radius of 532.96 feet, having a Chord Bearing of S 67°55'46" E, 769.78 feet, having a Central Angle of 92°28'08" and an Arc Length of 860.14 feet, to a ⅜" iron pin found, at the point of tangency, for the lower Northeast corner hereof,
5. S 21°41'45" E, 876.06 feet, to a TXDOT Type I concrete marker, at the point of curvature for an angle point hereof,
6. in a southeasterly direction with a tangent curve to the left, (C3) with a Radius of 613.89 feet, having a Chord Bearing of S 30°08'38" E, 180.38 feet, having a Central Angle of 16°53'48" and an Arc Length of 181.04 feet, to calculated point, for an angle point hereof, a ⅜" iron pin found, bears: S 20°58'07" E, 0.21 feet, said point being the Northwest corner of a 7.73 acre tract, of record to Frank L. Fletcher, Document No. 2017046532, (OPRWCT), described in Document No. 2006034149, (OPRWCT), from which a TXDOT Type I concrete marker found, bears: in a southeasterly direction with a non-tangent curve to the left, (C4) with a Radius of 613.89 feet, having a Chord Bearing of S 74°39'37" E, 722.85 feet, having a Central Angle of 72°08'11" and an Arc Length of 772.90 feet,

THENCE, departing said Right-of-Way line, with the common boundary line of said 261.35 acre tract and said 7.73 acre tract, along or near a fence, S 20°58'07" E, passing at 0.21 feet, ⅜" iron pin found, passing at 4 feet, a 4" square concrete monument, S 69°01'53" W, 0.67 feet, and crossing the common Survey line of the Nathaniel Moore Survey, Abstract No. 410 and the Edmund Parsons Survey, Abstract No. 494, and passing the common corner of said 7.73 acre tract and a 13.00 acre tract, of record to Frank L. Fletcher, Document No. 2017046531, (OPRWCT), described in Document No. 9733401, (OPRWCT), and continuing with the common boundary line of said 261.35 acre tract and said 13.00 acre tract, in all a total distance of 1391.06 feet, to a 4" square concrete monument, at an ell corner of said 261.35 acre tract, for an angle point hereof, said point being the termination of a boundary agreement between Frank L. Fletcher and Cobb Springs Ranch, LTD, Document No. 2001002451,

THENCE, continuing with said boundary agreement, S 19°19'34" E, 9.72 feet, to a 1/2" iron pin found, at the Southwest corner of said 13.00 acre tract, for an ell corner hereof, said point being a point in the North line of a 2 track lane, from which an iron pin found, bears: S 19°19'34" E, 12.08 feet,

THENCE, N 69°03'10" E, crossing the 2 track lane, in all a total distance of 1086.02 feet, to a 1/2" capped iron pin found, marked "RPLS 1847", for an ell corner hereof, same being the Southeast corner of said 13.00 acre tract, said point being a point in the West Right-of-Way line of County Road 239, from which a 1/2" iron pin found, at the Northeast corner of said 13.00 acre tract, bears: N 21°04'32" W, 522.18 feet,

THENCE, with the East boundary line of said 261.35 acre tract and the West Right-of-Way line of County Road 239, along or near a fence, S 21°04'32" E, 1038.90 feet, to a 3/8" iron pin found, at the Southeast corner of said 265.35 acre tract, for the Southeast corner hereof, said point being the Northeast corner of a 99.49 acre tract, of record to Danek Construction, Document No. 2006027410, (OPRWCT), described in Volume 602, Page 888, Deed Records Williamson County, Texas (DRWCT),

THENCE, departing said Right-of-Way line, with South boundary line of said 261.35 acre tract, along or near a fence, S 68°51'36" W, 1842.80 feet, to a 1/2" capped iron pin found, marked " RPLS 1847", at the Southwest corner of said 265.35 acre tract, for an ell corner hereof, same being the Southeast corner of a 27.55 acre tract, of record to Robert A. Van Swelm and Patricia Van Swelm, Tract 2, Exhibit B, Document No. 2017095989, (OPRWCT), from which a 1/2" iron pin found, at the Northwest corner of said 99.49 acre tract, bears: S 68°32'49" W, 344.78 feet,

THENCE, with the common boundary line of said 261.35 acre tract and said 27.55 acre tract, N 21°01'56" W, passing at 1004.60 feet, a 1/2" iron pin found, at the South line of a road lane, said point being the Southeast corner of a 1.26 acre tract, of record to Amy Andrews, Exhibit A, Document No. 2000065741, (OPRWCT), and continuing in all a total distance of 1024.63 feet, to a 1/2" iron pin found, for an ell corner hereof, said point being an ell corner of said 261.35 acre tract, same being the Northeast corner of said 27.55 acre tract, same being the Northeast corner of said 1.26 acre tract,

THENCE, with the common boundary line of said 261.35 acre tract, said 27.55 acre tract and said South line of a road lane, S 68°31'57" W, passing at 302.12 feet, a 1/2" capped iron pin set, marked "RPLS 1847", at the South corner of a 10.00 acre tract, in all a total distance of 975.08 feet, to a 1/2" capped iron pin found, marked "RPLS 1847", at the Northeast corner of said 4.02 acre tract, for an angle point hereof,

THENCE, continuing with the common boundary line of said 261.35 acre tract and said 4.02 acre tract, S 69°19'55" W, 128.20 feet, to a 1/2" iron pin found, at the Southeast corner of a 10.00 acre tract, of record to Daniel Voss and Kathryn Voss, Exhibit A, Document No. 199985405, (OPRWCT),

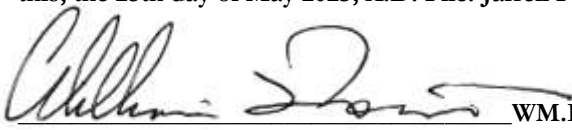
THENCE, departing the South line of said 261.35 acre tract, continuing with the South boundary line of said 10.00 acre tract and the North boundary line of said 4.02 acre tract, along or near the centerline of a gravel driveway, S 68°23'40" W, 438.86 to a 1/2" iron pin found, at the Southwest corner of said 10.00 acre tract, said point being in the South line of said 261.35 acre tract,

THENCE, with the south line of said 261.35 acre tract and the North line of said 4.02 acre tract, S 68°23'17" W, 1011.78 feet, to the POINT OF BEGINNING, and containing 271.34 acres, more or less.

STATE OF TEXAS :
 : KNOW ALL MEN BY THESE PRESENTS;
 COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 25th day of May 2023, A.D. File: Jarrell Farm 271.34 ac.doc


 WM.F. FOREST JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX, 78626

DESCRIPTION FOR: Patricia Van Swelm,

31.571 Acres

BEING 31.571 acres of land, situated in the Edmund Parsons Survey, Abstract No. 494, in Williamson County, Texas, said 31.571 acres being all of a 4.02 acre tract, of record to Robert A. Van Swelm & Patricia Van Swelm, Tract 1, Exhibit A, Document No. 2017095989, Official Public Records Williamson County, Texas (OPRWCT) and all of a 27.55 acre tract, of record to Robert A. Van Swelm & Patricia Van Swelm, Tract 2, Exhibit B, Document No. 2017095989, (OPRWCT). This tract was surveyed on the ground in August of 2023 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found (steel pin), at the Northeast corner of said 27.55 acre tract, same being an angle point of a 261.35 acre tract, of record to THEON RANCHES, LP, Document No. 2022118171, (OPRWCT), for the Northeast corner hereof,

THENCE, with the common boundary line of said 27.55 acre tract and said 261.35 acre tract, along or near a fence, S 21°01'56" E, 1024.63 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Southeast corner of said 27.55 acre tract, same being an angle point of said 261.35 acre tract, said point being a point in the North boundary line of a 99.49 acre tract, of record to Danek Construction, Document No. 2006027410, (OPRWCT), described in Volume 602, Page 888, (DRWCT), for the Southeast corner hereof

THENCE, with the common boundary line of said 27.55 acre tract and said 99.49 acre tract, along or near a fence, S 68°32'49" W, 344.78 feet, to a ½" iron pin found, at the Northwest corner of said 99.49 acre tract, same being the Northeast corner of a 209 acre tract, of record to Wess A. Cassens Jr & Helen M. Cassens, Document No. 2020005548, (OPRWCT), described in Volume 1867, Page 473, (DRWCT), for the an angle point hereof,

THENCE, with the common boundary line of said 27.55 acre tract and said 209 acre tract, along or near a fence, S 68°45'55" W, 941.16 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Southwest corner of said 4.02 acre tract, same being the Southeast corner of a 28.41 acre tract, of record to Terry Wayne Parker, Document No. 2002063388, (OPRWCT), for the Southwest corner hereof,

THENCE, with the common boundary line of said 27.55 acre tract and said 28.41 acre tract, along or near a fence, N 18°46'30" W, passing at 674.52 feet, a ½" capped iron pin set, marked "RPLS 1847", at the Southwest corner of said 4.02 acre tract, and continuing with the common boundary line of said 4.02 acre tract and said 28.41 acre tract, in all a total distance of 961.36 feet, to a ½" capped iron pin found, marked "RPLS 1847", said point being the Northeast corner of said 28.41 acre tract, said point being a point in the South boundary line of a 2.17 acre tract (a 60 foot wide Access Easement), recorded as Tract Three, Document No. 2001034159, (OPRWCT), at an angle point hereof,

THENCE, continuing with the common boundary line of said 4.02 acre tract and said 28.41 acre tract, along the South boundary line of said 60 foot Access Easement, S 68°27'49" W, 1305.41 feet, to a ½" iron pin found, at the lower Northwest corner of said 4.02 acre tract, same being the Northwest corner of said 28.41 acre tract, same being the Southwest corner of 60 foot wide Access Easement, said point being a point in the East Right-of-Way line of County Road 234, for the lower Northwest corner hereof, from which a ½" capped iron pin found, marked "RPLS 1847", at the Southwest corner of said 28.41 acre tract, bears: S 21°27'25" E, 972.37 feet,

THENCE, with the West boundary line of said 4.02 acre tract and the East Right-of-Way line of County Road 234, the following two (2) courses and distances:

1. N 21°17'10" W, 38.62 feet, to a ½" iron pin found, same being the Southwest corner of a 0.89 acre tract (a 40 foot wide Access Easement), of record in Document No. 199985405, (OPRWCT), for an angle point hereof,
2. with the West boundary line of said 0.89 acre tract, N 21°37'06" W, 21.52 feet, to a ½" iron pin found, at the Northwest corner of said 4.02 acre tract, said point being the Southwest corner of said 261.35 acre tract, for an angle point hereof, from which a 60D nail found, at the Northwest corner of said 0.89 acre tract, bears: N 21°22'50" W, 18.96 feet,

THENCE, departing said Right-of-Way line, with the common boundary line of said 4.02 acre tract and said 261.35 acre tract and the North boundary line of said 60 foot wide Access Easement, over and across said 40 foot wide Access Easement, N 68°27'49" E, 135.41 feet, to a ½" iron pin found, said point being the Southwest corner of a 10.00 acre tract, of record to Daniel Voss and Kathryn Voss, Exhibit A, Document No. 199985405, (OPRWCT), an angle point hereof, from which a ½" capped iron pin found, marked "RPLS 1847", bears: N 23°26'50" W, 19.98 feet,

THENCE, with the common boundary line of said 4.02 acre tract and said 10.00 acre tract, with the North boundary line of said 60 foot wide Access Easement, N 68°23'40" E, crossing the East boundary line of said 0.89 acre, 40 foot wide Access Easement, in all a total distance of 438.86 feet, to a 1/2" iron pin found, at the Southeast corner of said 10.00 acre tract, said point being an angle point of said 261.35 acre tract, for an angle point hereof, from which a 1/2" iron pin found, bears: N 23°41'03" W, 20.04 feet,

THENCE, with the common boundary line of said 4.02 acre tract and said 261.35 acre tract, with the North boundary line of said 1.26 acre tract and said 60 foot wide Access Easement, N 69°19'55" E, 128.20 feet, to a 1/2" capped iron pin found, marked "RPLS 1847", at the Northeast corner of said 4.02 acre tract, said point being the upper Northwest corner of said 27.55 acre tract, said point being the Northeast corner of said 60 foot wide Access Easement, for an angle point hereof, from which a 1/2" capped iron pin found, marked "RPLS 1847", at the Southeast corner of said 4.02 acre tract, bears: S 21°28'57" E, 346.51 feet,

THENCE, with the common boundary line of said 27.55 acre tract and said 261.35 acre tract, N 68°31'57" E, 975.08 feet, to the POINT OF BEGINNING, and containing 31.571 acres, more or less.

STATE OF TEXAS :
 : KNOW ALL MEN BY THESE PRESENTS;
 COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 9th day of August 2023, A.D. File: Van Swelm.docx


 WM.F. FOREST JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

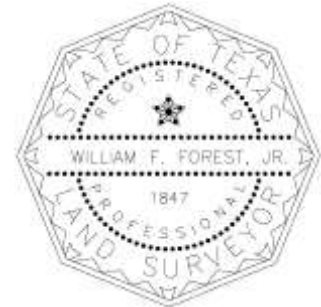
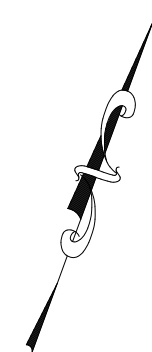


Exhibit A, Tract 1 Map

SURVEY FOR
Theon Ranches Mud No. 3
271.34 Acres
Document No. 2022118171
Situated in the Edmund Parsons Survey, Abstract No. 494
and the Nathaniel Moore Survey, Abstract No. 410
and
10.00 Acres, Document No. 199985405
Situated in the Edmund Parsons Survey, Abstract No. 494
Williamson County, Texas
5700 County Road 234 @ FM 487 and County Road 239, Jarrell



0 200 400
 Feet

SCALE: 1" = 200'

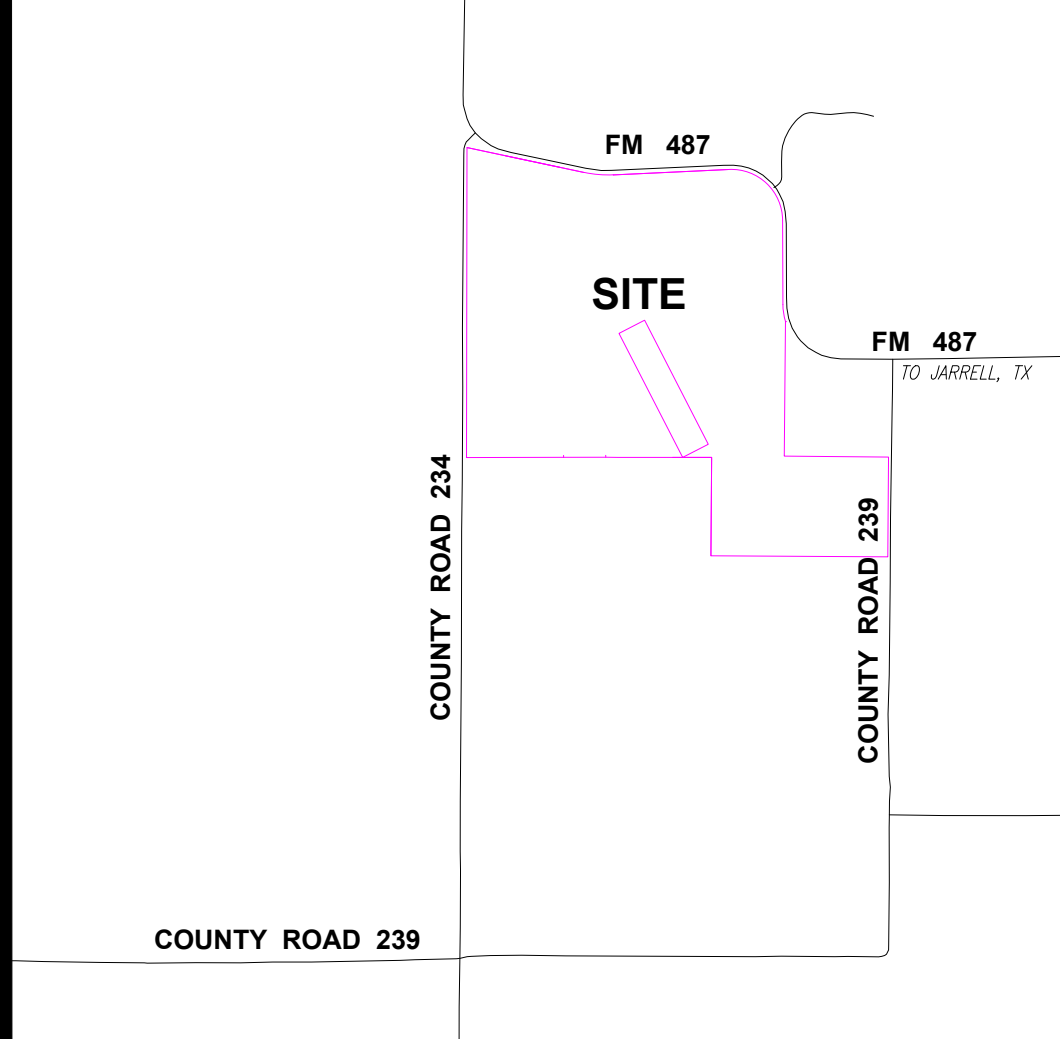
Note:
 The bearing basis for this survey is the State Plane Coordinate System NAD83, Texas Central Zone, (4203)
 GCS: 18
 DATUM: NAVD83
 CONVERSION: 12212.27"
 COMBINED SCALE FACTOR: 0.99984838
 All distances shown hereon are surface values, based on a grid to surface combined scale factor of 1.000151643

LEGEND

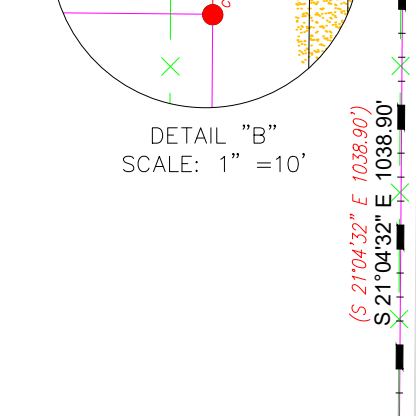
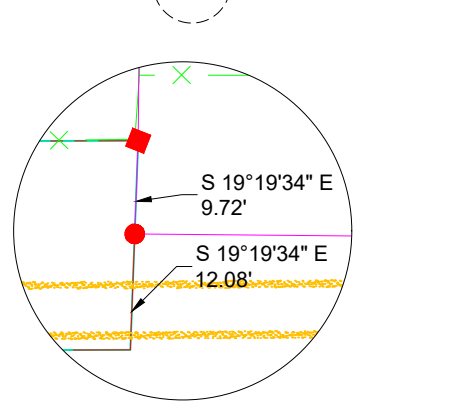
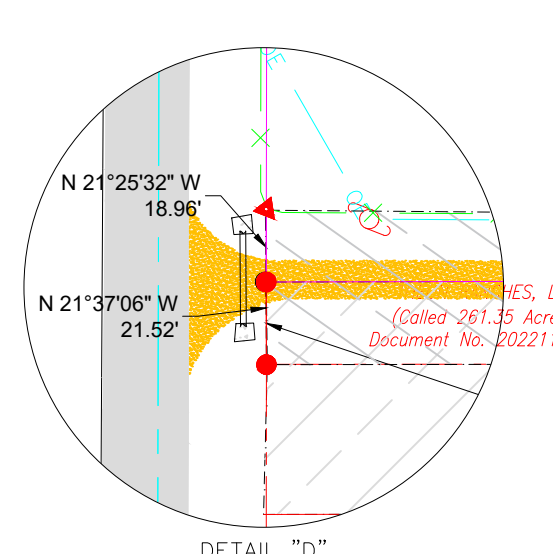
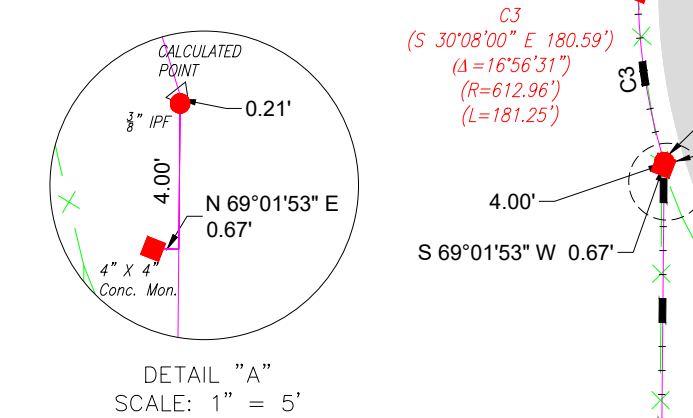
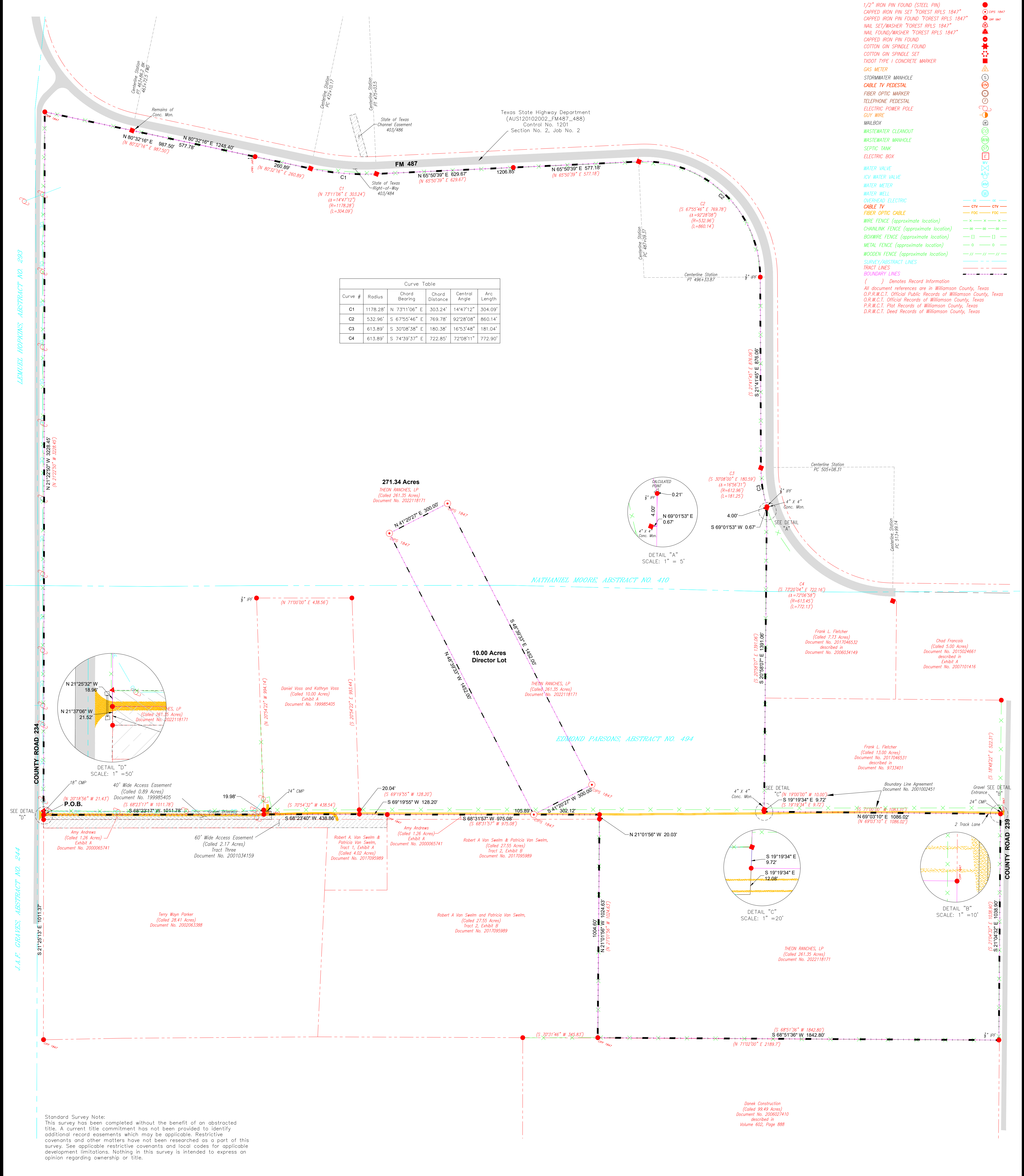
- 1/2" IRON PIN FOUND (STEEL PIN)
- CAPPED IRON PIN SET "FOREST RPLS 1847"
- CAPPED IRON PIN FOUND "FOREST RPLS 1847"
- NAIL SET/WASHER "FOREST RPLS 1847"
- NAIL FOUND/WASHER "FOREST RPLS 1847"
- CAPPED IRON PIN FOUND
- COTTON GIN SPINDLE FOUND
- COTTON GIN SPINDLE SET
- TYDOT TYPE I CONCRETE MARKER
- GAS METER
- STORMWATER MANHOLE
- CABLE TV PEDESTAL
- FIBER OPTIC MARKER
- TELEPHONE PEDESTAL
- ELECTRIC POWER POLE
- OUT WIRE
- MALBOW
- WASTEWATER CLEANOUT
- WASTEWATER MANHOLE
- SEPTIC TANK
- ELECTRIC BOX
- WATER VALVE
- ICY WATER VALVE
- WATER METER
- WATER WELL
- OVERHEAD ELECTRIC
- CABLE TV
- FIBER OPTIC CABLE
- WIRE FENCE (approximate location)
- CHAINLINK FENCE (approximate location)
- BOXWIRE FENCE (approximate location)
- METAL FENCE (approximate location)
- WOODEN FENCE (approximate location)
- SURVEY/ABSTRACT LINES
- TRACT LINES
- BOUNDARY LINES

() Denotes Record Information
 All document references are in Williamson County, Texas
 O.P.R.W.C.T. Official Public Records of Williamson County, Texas
 P.R.W.C.T. Official Records of Williamson County, Texas
 P.R.W.C.T. Plat Records of Williamson County, Texas
 O.R.W.C.T. Deed Records of Williamson County, Texas

Curve #	Radius	Chord Bearing	Chord Distance	Central Angle	Arc Length
C1	1178.28'	N 73°11'06" E	303.24'	144°7'12"	304.09'
C2	532.96'	S 67°55'46" E	769.78'	92°28'08"	860.14'
C3	613.89'	S 30°08'38" E	180.38'	16°53'48"	181.04'
C4	613.89'	S 74°39'37" E	722.85'	72°08'11"	772.90'



VICINITY SCALE
 1" = 2000'

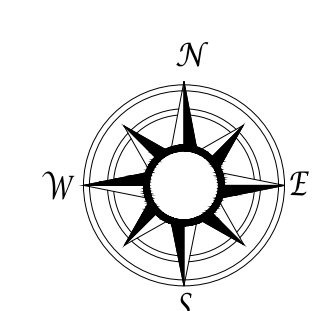


Standard Survey Note:
 This survey has been completed without the benefit of an abstracted title. A current title commitment has not been provided to identify additional record easements which may be applicable. Restrictive covenants and other matters have not been researched as a part of this survey. See applicable restrictive covenants and local codes for applicable development limitations. Nothing in this survey is intended to express an opinion regarding ownership or title.

I, the undersigned, do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plat is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.

Survey Date November 8, 2021
 Survey for Theon Ranches Mud No. 3, May 24, 2023

William F. Forest, Jr.
 William F. Forest, Jr. R.P.L.S. 1847



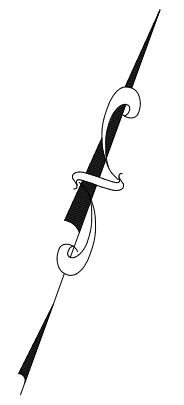
Forest Surveying & Mapping Company
 1002 Ash St. Georgetown, Texas
 Phone: 512-930-5927
 www.forestsurveying.com
 TBPLS FIRM NO. 10002000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
 1917 S. Interstate 35 Austin, TX 78741, US (512) 440-7723

Revision	Drawing Date
5-25-2022	Field Book/Page: 155/32
5-24-2023	PP: P; Wayne Shell
	Dwg: THEON RANCHES MUD NO. 3
	Lot: THEON RANCHES MUD NO. 3
	Forest Surveying & Mapping Co. © 2023

**SURVEY FOR
Theon Ranches, LP
31.571 Acres
Patricia Van Swelm
Document No. 2017095989
Sited in the Edmund Parsons Survey, Abstract No. 494
Williamson County, Texas
5650 County Road 234, Jarrell**

Exhibit A, Tract 2 Map

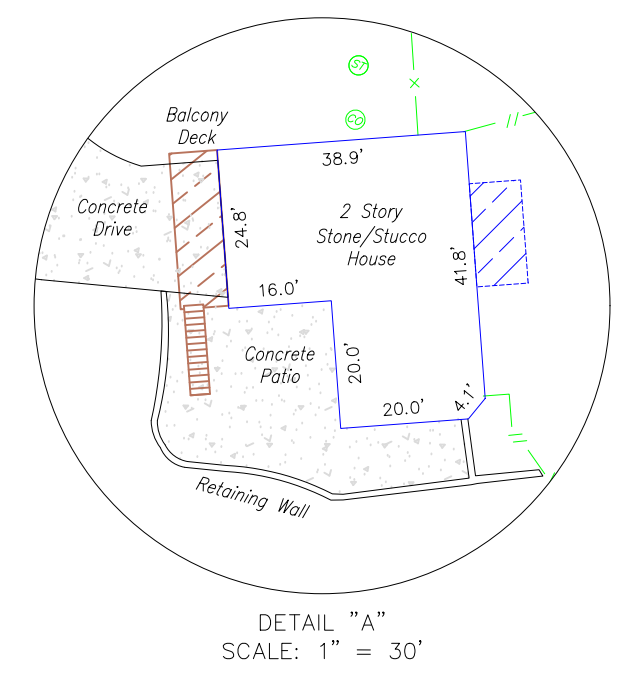
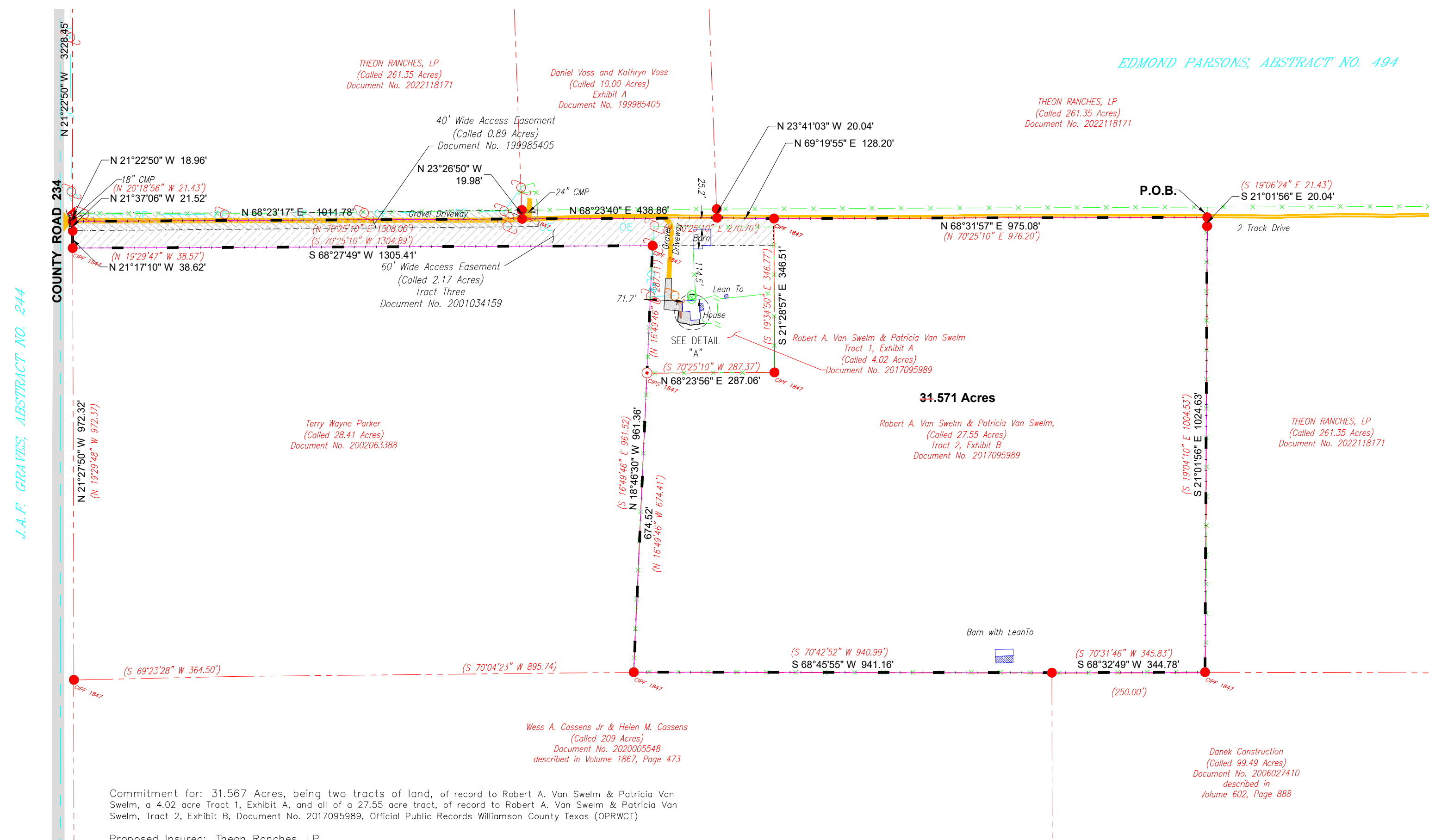


SCALE: 1" = 200'

Note:
The bearing basis for this survey is the State Plane Coordinate System NAD83, Texas Central Zone, (4203) GEOID: 18 DATUM: NAVD88 CONVERGENCE: 1'22.12.27" COMBINED SCALE FACTOR: 0.99984838 All distances shown hereon are surface values, based on a grid to surface combined scale factor of 1.000151643

LEGEND

- 1/2" IRON PIN FOUND (STEEL PIN)
 - CAPPED IRON PIN SET "FOREST RPLS 1847"
 - CAPPED IRON PIN FOUND "FOREST RPLS 1847"
 - NAIL SET/WASHER "FOREST RPLS 1847"
 - NAIL FOUND/WASHER "FOREST RPLS 1847"
 - NAIL SET
 - NAIL FOUND
 - CAPPED IRON PIN FOUND
 - COTTON GIN SPINDLE FOUND
 - COTTON GIN SPINDLE SET
 - TXDOT TYPE I CONCRETE MARKER
 - TXDOT TYPE II BRONZE MONUMENT
 - TXDOT TYPE III CIFF
 - FENCE CORNER POST
 - SQUARE BAR/PIN
 - POINT SUBMERGED UNDERWATER
 - BENCHMARK MONUMENT (COTTON SPINDLE SET)
 - PROPANE TANK
 - GAS METER
 - STORMWATER MANHOLE
 - CABLE TV PEDESTAL
 - FIBER OPTIC MARKER
 - TELEPHONE PEDESTAL
 - ELECTRIC POWER POLE
 - TELEPHONE POLE
 - GUY WIRE
 - MAILBOX
 - LIGHT STANDARD
 - WASTEWATER CLEANOUT
 - WASTEWATER MANHOLE
 - SEPTIC TANK
 - ELECTRIC BOX
 - WATER VALVE
 - ICV WATER VALVE
 - WATER METER
 - WATER WELL
 - OVERHEAD ELECTRIC
 - OVERHEAD ELECTRIC TRANSMISSION
 - TELEPHONE LINE
 - CABLE TV
 - FIBER OPTIC CABLE
 - WIRE FENCE (approximate location)
 - CHAINLINK FENCE (approximate location)
 - BOXWIRE FENCE (approximate location)
 - METAL FENCE (approximate location)
 - WOODEN FENCE (approximate location)
 - SURVEY/ABSTRACT LINES
 - TRACT LINES
 - BOUNDARY LINES
- () Denotes Record Information
All document references are in Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
P.R.W.C.T. Plot Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas



Commitment for: 31.567 Acres, being two tracts of land, of record to Robert A. Van Swelm & Patricia Van Swelm, a 4.02 acre Tract 1, Exhibit A, and all of a 27.55 acre tract, of record to Robert A. Van Swelm & Patricia Van Swelm, Tract 2, Exhibit B, Document No. 2017095989, Official Public Records Williamson County Texas (OPRWCT)

Proposed Insured: Theon Ranches, LP
Owner: Patricia Van Swelm n/k/a Patricia Varela Van Swelm

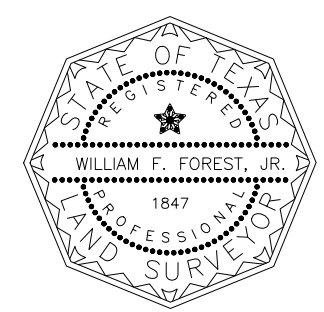
This survey has been completed without the benefit of an abstracted Title. Record easements have been listed hereon as identified for this survey by Commitment GF 23-1805-C, effective date, July 31, 2023, issued August 24, 2023 by First American Title Guaranty Company and Corridor Title, as follows (may apply if extending to site):

- A) Liens, leases, mineral rights and other matters that have not been requested have not been reviewed as a part of this survey
- B) Restrictive covenants etc., for this survey have been deleted Schedule B:
- 10f) 15' wide Blanket Waterline Easement executed by Dennis Chapman, Jr., to Chisholm Trail W.S.C., dated April 15, 1981, recorded in Volume 876, Page 543, corrected in Volume 979, Page 299, Located along centerline of pipeline installed. Not located this survey.
- g) 2.17 Acre Access Easement reserved by Audra Tristan, in Partition Warranty Deed dated April 24, 2001, recorded in Document No. 2001034159, As Shown
- h) 20' wide Easement executed by Craig Andrews, to Chisholm Trail Special Utility District, dated March 21, 2012, recorded in Document No. 2012043246, further affected by instrument recorded in 2014076202 to the City of Georgetown, Located along centerline of pipeline installed. Not located this survey.
- i) Williamson County & City Health District Affidavit to the Public recorded in Document No. 2002042394,
- l) Easement as set out in Warranty Deed by Cobb Springs Ranch, Ltd., a Texas limited partnership, to Daniel Voss and wife, Kathryn Voss, dated December 14, 1999, recorded in Document No. 199985405, As shown.

I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plat is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.

Survey Date August 9, 2023

William F. Forest, Jr. R.P.L.S. 1847



Forest Surveying & Mapping Company
1002 Ash Street, Georgetown, Texas
Phone: (512) 930-5927
www.forestsurveying.com
TBPLS FIRM NO. 100020000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1017 S. Interstate 35 Austin, TX 78741, US (512) 440-7123

Standard Survey Note:
This survey has been completed without the benefit of an abstracted title. A current title commitment has not been provided to identify additional record easements which may be applicable. Restrictive covenants and other matters have not been researched as a part of this survey. See applicable restrictive covenants and local codes for applicable development limitations. Nothing in this survey is intended to express an opinion regarding ownership or title.

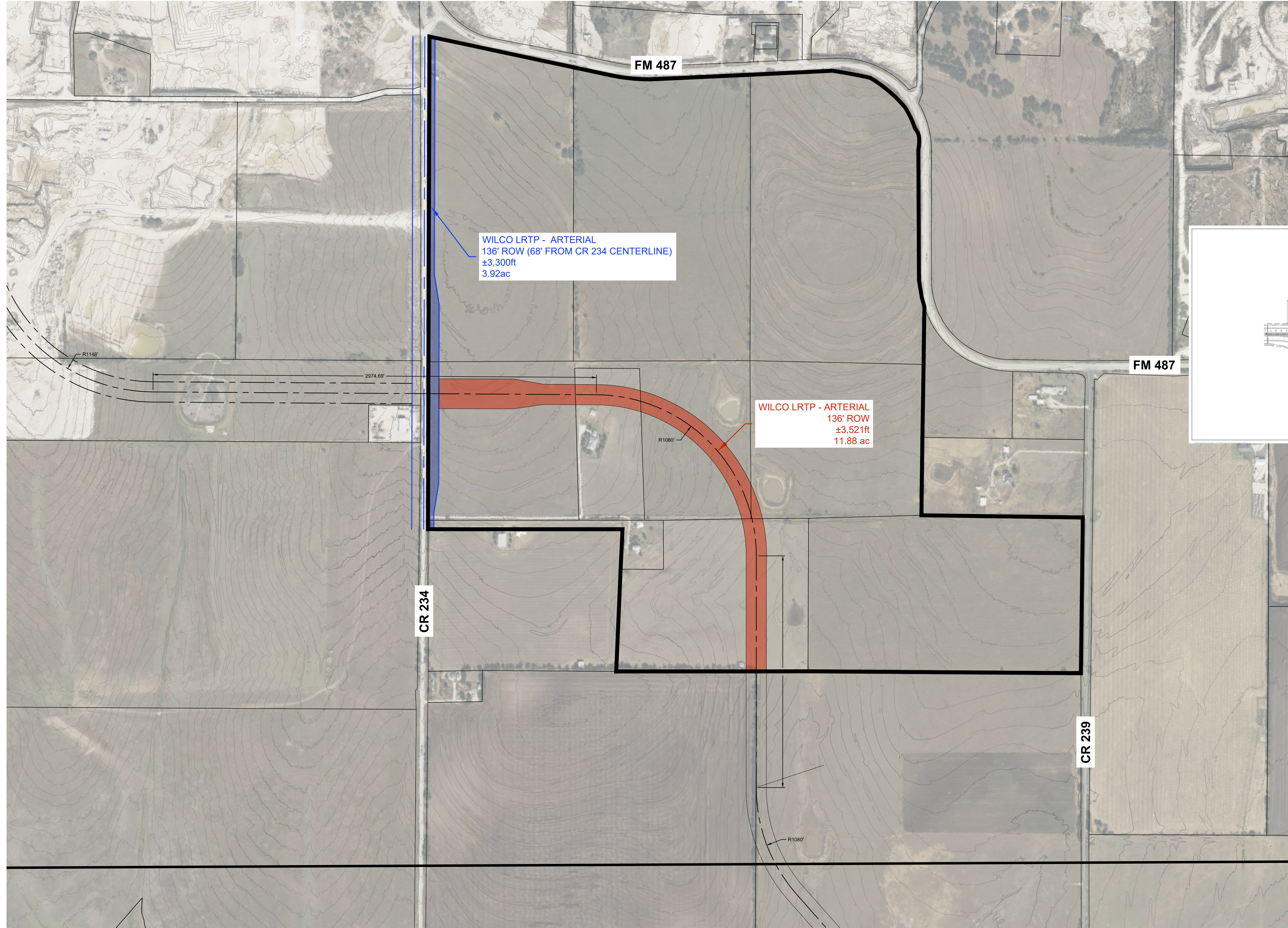
Drawing Date: August 25, 2023
Field Book/Page: 161/46
PP: P:\VAN SWELM
Dwg: Van Swelm.dwg
LO: 5650 CR 234
Forest Surveying & Mapping Co. © 2023

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]

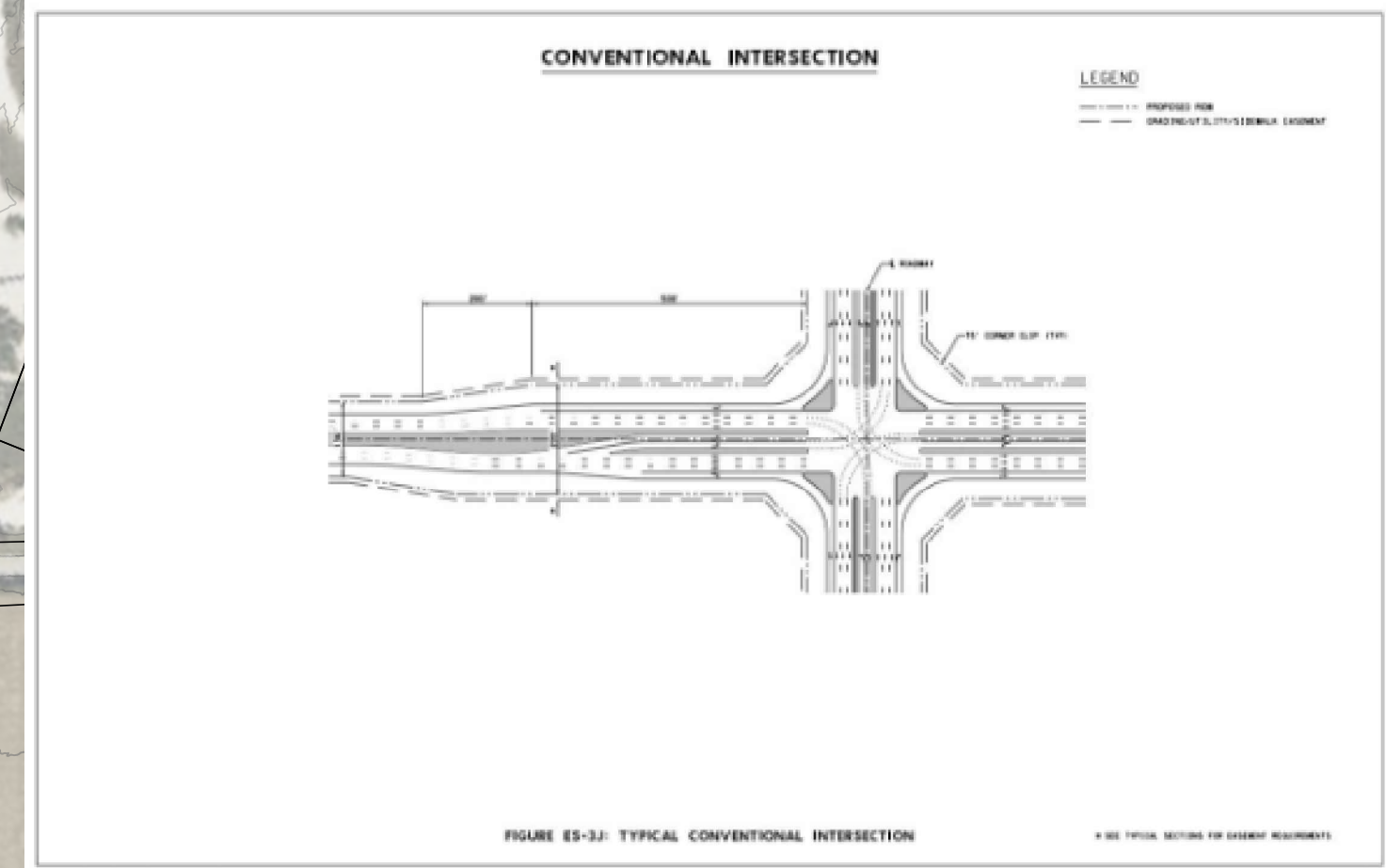
THEON RANCH MUD #3
 WILLIAMSON COUNTY LRTP
 ROW EXHIBIT



WILCO LRTP - ARTERIAL
 136' ROW (68' FROM CR 234 CENTERLINE)
 ±3,300ft
 3.92ac

WILCO LRTP - ARTERIAL
 136' ROW
 ±3,521ft
 11.88 ac

- NOTES:
1. THE LAND DOES NOT INCLUDE ANY CORRIDOR PROJECT.
 2. ADDITIONAL MAJOR INTERSECTIONS THAT REQUIRE ROW OUTSIDE OF THE DEPICTED AREAS WILL FOLLOW THE TYPICAL DETAIL ES-3J (WILCO LRTP), WHEN NECESSARY.



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