



January 9, 2025

Williamson County Municipal Utility District No. 51
c/o Allen Boone Humphries Robinson LLP
919 Congress Avenue, Suite 1500
Austin, Texas 78701

Re: Conditional Roadway Acceptance Agreement for Nolina Phase 1 Sections 1 and 2

Dear Board of Directors:

Please allow this letter agreement ("Agreement") to set out Williamson County's (the "County") understanding regarding the County's conditional roadway acceptance related to the public roads within the Nolina Phase 1 Sections 1 and 2 subdivision constructed by Williamson County Municipal Utility District No. 51 (the "District").

By execution of this letter, County agrees to expeditiously issue a conditional acceptance letter for all public roads located within the Nolina Phase 1 Sections 1 and 2 subdivision in Williamson County, Texas, upon the following conditions and obligations:

1. The District agrees to relocate, at its expense, the stormtrooper water quality treatment improvements ("Stormtrooper") that are currently located within the County's Ronald Reagan Boulevard right-of-way to a location outside of the County's right-of-way. This relocation shall be completed by the District no later than January 1, 2026, unless otherwise agreed to in writing by the County.
2. The District agrees to expeditiously design, at its expense, the Stormtrooper relocation in order to fully comply with the Williamson County Subdivision Regulations dated June 22, 2021, and to submit the design to the County for its review and approval, which shall not be unreasonably withheld, conditioned or delayed.
3. The District agrees that it is responsible to obtain any and all applicable City, County, State and Federal permits or approvals required for the Stormtrooper relocation.
4. In order to secure the completion of the obligations outlined in Paragraph 1 above, the District agrees to provide, or cause to be provided, a performance bond, which will add the County as a dual obligee, in an amount not less than the cost to relocate the Stormtrooper, which amount is currently estimated to be \$74,924.68.
5. The District and County agree that Wild Nolina Way within the Nolina Phase 1 Sections 1 and 2 subdivision shall always remain open for public travel, with any

necessary temporary traffic control devices provided by the District, as approved by the County, until such time as the final completion of obligations in Paragraph 1.

6. The parties acknowledge that any conditional acceptance letter for any public roads within the Nolina Phase 1 Sections 1 and 2 subdivision pursuant to this Agreement shall be for Traffic Operations only. Any final acceptance for maintenance by the County of any public roads within the Nolina Phase 1 Sections 1 and 2 subdivision shall be separately considered and evaluated in accordance with its standard policies and procedures, which will occur on May 1, 2026, which date is 2 years from the date of substantial completion of the street and drainage infrastructure, and only upon completion of the obligations in Paragraph 1.

If this meets with your understanding of the terms of the Agreement, please have the appropriate person sign where indicated and return to me as soon as possible for submission to the Williamson County Commissioners Court for final approval and execution.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in dark ink, reading "Adam D. Boatright". The signature is written in a cursive, flowing style.

Adam D. Boatright, P.E.,
Williamson County Engineer

AGREED:

WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 51

By: Bryan W

Name: Bryan Warner

Title: President, Board of Directors

ACCEPTED AND AGREED:

WILLIAMSON COUNTY

By: _____

Bill Gravell, Jr.

County Judge