## CONSENT AND DEVELOPMENT AGREEMENT

### **AMONG**

WILLIAMSON COUNTY, TEXAS;

**05 RANCH INVESTMENTS, LLC** 

**AND** 

BURFORD RANCH MUNICIPAL UTILITY DISTRICT

#### CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "<u>Agreement</u>") is by **Williamson County, Texas**, a Texas political subdivision (the "<u>County</u>"), and o5 Ranch Investments, LLC(the "Owner"). Subsequent to its creation, **Burford Ranch Municipal Utility District**, 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 "<u>District</u>"), will become a party to this Agreement. The County, the Developer and the District are sometimes referred to individually herein as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

#### RECITALS

WHEREAS, the Owner has approximately 232 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**;

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;

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;

WHEREAS, the Owner has proposed to create the District over the Land pursuant an application filed with the Texas Commission on Environmental Quality (the "<u>TCEQ</u>");

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");

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");

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

<u>Section 1.01</u>. <u>Definitions</u>. 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:

- (a) LRTP (as defined herein); and
- (b) all other rules and regulations, apart from the LRTP, in effect as of the date of County's execution of this Agreement, and as may amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

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

County means Williamson County, Texas.

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

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

<u>Land</u> means approximately 232 acres of land located in Williamson County, Texas, as described by metes and bounds on <u>Exhibit A</u>, attached hereto and incorporated herein for all purposes.

<u>LRTP</u> means the County's approved Williamson County Long Range Transportation Plan as of November 7, 2023 (the date that County approved the Burford Ranch Preliminary Plat ("<u>Preliminary Plat"</u>)) and a map depicting the pertinent portion of the Preliminary Plat and LRTP is attached hereto in <u>Exhibit B</u>. This definition of the LRTP is in effect until either (i) the Preliminary Plat expires and the County has not approved a final plat for the Land or (ii) Owner applies for the County to change the

Preliminary Plat that is a revised preliminary plat under Williamson County Subdivision Regulations Section 3.31 (a "*Qualifying Instance*"). If a Qualifying Instance occurs, then the definition of LRTP shall mean the Williamson County Long Range Transportation Plan, as may amended by the Williamson County Commissioner's Court (the "*Revised LRTP Definition*").

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

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

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, and other associated costs, including, but not limited to, land costs.

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

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 application pending at the TCEQ to create 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 ten (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 05 Ranch Investments, LLC for the creation of Burford Ranch Municipal Utility District, TCEQ Docket 2024-0667-DIS ("TCEQ Proceeding"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph constitutes a material breach of this Agreement.

**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) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner, 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 final 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-ofway.
- (b) LRTP 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 LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, 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 County will not oppose the Owner's right to seek reimbursement for any such right-of-way dedications from the Owner and/or the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner which will not be unreasonably withheld. Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.
- <u>Section 3.02.</u> <u>Road Construction.</u> 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. he 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. 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 and this Agreement. If there is any conflict between the Applicable Rules and the terms of this Agreement, then 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) 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 unless other manufactured homes are necessary to complete the goals of this Section, provided that no more than three (3) manufactured homes will be located on the

Land. The manufactured home(s) permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

# ARTICLE V TERM, ASSIGNMENT, AND REMEDIES

**Section 5.01.** Term. The term of this Agreement shall commence following the County's and 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 the 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, then the Owner or the District may give notice setting forth the event of default ("<u>Notice</u>") to the County. If the County fails to cure any default that can be cured by the payment of money ("<u>Monetary Default</u>") within 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, then 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, then 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 under this Agreement, then 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 Owner'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 (5) days' written notice to the other Party.

**Section 6.02. Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid,

or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

- **Section 6.03. Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- <u>Section 6.04.</u> <u>Applicable Law and Venue</u>. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.
- **Section 6.05. Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.
- Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope 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.
- <u>Section 6.07.</u> <u>Time.</u> 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 - Preliminary Plat of Burford Ranch with LRTP Corridor and LRTP Arterials Identified

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

(Signatures on the following pages.)

# WILLIAMSON COUNTY, TEXAS (COUNTY)

	By:
	Name:
	Title: <u>As Presiding Officer of the Williamson</u> <u>County Commissioners Court</u>
	Date:
THE STATE OF TEXAS §	
THE STATE OF TEXAS §  COUNTY OF WILLIAMSON §	
This instrument was acknowledg, as Pres Commissioners Court, on behalf of said	ged before me on, 2025, by iding Officer of the Williamson County County.
	Notary Public Signature
(Seal)	

#### **OWNER:**

o5 Ranch Investment, LLC, A Texas limited liability company

By: Tiemann Legacy, LP, A Texas limited partnership, Member

By: RT3 Management, LLC, A Texas limited liability company Its General Partner

By: Tiemann Land and Cattle Development, Inc. A Texas corporation Its Manager

By:	s 1.	2:	
-			

Name: Matthew R. Tiemann, President

Date: 2-18-25

#### **Address for Notice**:

21100 Carries Ranch Road Pflugerville, TX 78660

Attn: Matthew R. Tiemann, President

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the Araba day of February, 2025, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, Manager of RT3 Management, LLC, a Texas limited liability company, General Partner of Tiemann Legacy, LP, a Texas limited partnership, Member of 05 Ranch Investments, LLC, a Texas limited liability company, on behalf of said companies and partnership.



Notary Public Signature

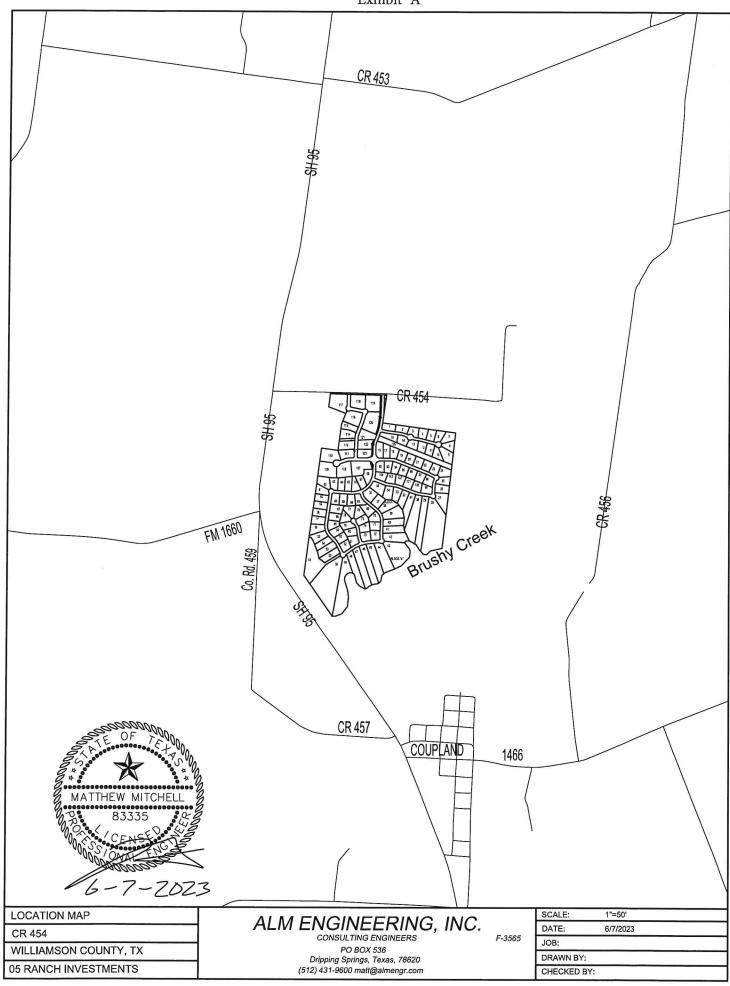
# BURFORD MUNICIPAL UTILITY DISTRICT

	By:
	Name:
	Title:
	Date:
	Address for Notice:
	Attn:
THE STATE OF TEXAS	§ § §
COUNTY OFWILLIAMSON	§
This instrument was ackn 202, by Burford Municipal Utility Distric	owledged before me on this day of,
(SEAL)	Notary Public Signature

## $\mathbf{EXHIBIT}\,\mathbf{A}$

Metes and Bounds Description and Map of the Land

[attached]



#### METES AND BOUNDS DESCRIPTION

FOR A 232.00 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 28.771 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 206.307 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025618 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 232.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "TLS" monumenting the northeast corner of said 28.771 acre 05 Ranch Investments, LLC tract and the northwest corner of the called 24.941 acre tract of land (south portion) conveyed to Hardi Family, Ltd., recorded in Document No. 2004023989 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of County Road 454 (variable width right-of-way, for the most northerly northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 24.941 acre Hardi Family, Ltd. tract and the northeast corner of the called 5.00 acre tract of land conveyed to Maria Teresa Calderon an Agustin Calderon, recorded in Document No. 2019057757 of the Official Public Records of Williamson County, Texas, same being on said south right-of-way line of County Road 454, bears S 86°54'41" E for a distance of 1607.37 feet;

THENCE, **S** 07°48'55" **W** with the east boundary line of said 28.771 acre 05 Ranch Investments, LLC tract and the west boundary line of said 24.941 acre Hardi Family, Ltd. tract for a distance of **615.40** feet to a 1/2" iron rod found bent monumenting the southwest corner of said 24.941 acre Hardi Family, Ltd. tract and the most northerly northwest corner of said 206.307 acre 05 Ranch Investments, LLC tract, from which a 1/2" iron rod found bent monumenting the southeast corner of said 28.771 acre 05 Ranch Investments, LLC tract, same being an interior ell corner of said 206.307 acre 05 Ranch Investments, LLC, bears S 07°38'19" W for a distance of 723.12 feet;

THENCE, **S 82°21'48" E** with the north boundary line of said 206.307 acre 05 Ranch Investments, LLC tract and the south boundary line of said 24.941 acre Hardi Family, Ltd. tract for a distance of **1610.96 feet** to a 1/2" iron rod found leaning monumenting the northeast corner of said 206.307 acre 05 Ranch Investments, LLC tract and the southeast corner of said 24.941 acre Hardi Family, Ltd. tract, same being on the west boundary line of said 5.00 acre Calderon tract, from which the aforementioned 1/2" iron rod found monumenting the northeast corner of said 24.941 acre Hardi Family, Ltd. tract and the northeast corner of the said 5.00 acre Calderon tract same being on said south right-of-way line of County Road 454, bears N 07°07'04" E for a distance of 742.89 feet;

THENCE, **S 06°22'27" W** with the east boundary line of said 206.307 acre 05 Ranch Investments, LLC tract and the west boundary line of said 5.00 acre Calderon tract for a distance of **195.63 feet** to an iron rod found with cap marked "TLS" monumenting the southwest corner of said 5.00 acre Calderon tract and the northwest corner of the called 6.41 acre tract of land conveyed to Manuel Luna and Tracy Luna, recorded in Document No. 2002039025 of the Official Public Records of Williamson County, Texas;

THENCE, **S 06°24'43" W** with said east boundary line of the 206.307 acre 05 Ranch Investments, LLC tract and the west boundary line of said 6.41 acre Luna tract for a distance of **1103.41** feet to a 1/2" iron rod found monumenting the southwest corner of said 6.41 acre Luna tract and an exterior ell corner of the called 11.410 acre tract of land conveyed to Albert Wayne Macik, recorded in Document No. 2019052307 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rod found monumenting the southeast corner of said 6.41 acre Luna tract and an interior ell corner of said 11.410 acre Macik tract, bears S 86°37'43" E for a distance of 263.93 feet;

THENCE, **S 06°24'39" W** with said east boundary line of the 206.307 acre 05 Ranch Investments, LLC tract and the west boundary line of said 11.410 acre Macik tract, passing at a distance of 1084.10 feet to a 1/2" iron rod found, in all a total distance of **1227.31 feet** to a calculated point in the approximate center of Brushy Creek, on the southeast corner of said 206.307 acre 05 Ranch Investments, LLC tract and the southwest corner of said 11.410 acre Macik tract, same being on the north boundary line of the called 55.00 acre tract of land (Tract One) conveyed to Alfred Lee Patschke and wife, Loretta Ann Patschke, recorded in Volume 816, Page 47 of the Deed Records of Williamson County, Texas, for the southeast corner hereof;

THENCE, with the south boundary line of said 206.307 acre 05 Ranch Investments, LLC tract, the north boundary line of said 55.00 acre Patschke tract, the north boundary line of the called 75 acre tract of land conveyed to Calvin J. Ging and wife, Delphine C. Ging, recorded in Volume 474, Page 138 of the Deed Records of Williamson County, Texas, the north boundary line of the called 7.6 acre tract of land conveyed to Calvin J. Ging, recorded in Volume 824, Page 279 of the Deed Records of Williamson County, Texas and said approximate center of Brushy Creek, the following forty (40) courses and distances:

- 1. S 76°33'22" W for a distance of 266.47 feet to a calculated point;
- 2. S 43°50'09" W for a distance of 107.55 feet to a calculated point;
- 3. N 85°07'31" W for a distance of 75.69 feet to a calculated point;
- 4. N 41°01'34" W for a distance of 138.25 feet to a calculated point;
- 5. N 32°41'26" W for a distance of 125.98 feet to a calculated point;
- 6. N 61°30'30" W for a distance of 174.14 feet to a calculated point;
- 7. S 89°11'15" W for a distance of 42.80 feet to a calculated point;
- 8. S 78°37'06" W for a distance of 32.16 feet to a calculated point;
- 9. S 38°49'09" W for a distance of 43.73 feet to a calculated point;
- 10. S 38°24'34" E for a distance of 168.33 feet to a calculated point;

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11. S 26°58'14" E for a distance of 27.24 feet to a calculated point;
12. S 11°02'30" E for a distance of 45.37 feet to a calculated point;
13. S 07°23'51" W for a distance of 115.26 feet to a calculated point;
14. S 43°13'16" W for a distance of 254.00 feet to a calculated point;
15. S 63°39'37" W for a distance of 160.84 feet to a calculated point;
16. S 69°14'06" W for a distance of 227.43 feet to a calculated point;
17. S 46°47'39" W for a distance of 92.40 feet to a calculated point;
18. S 08°36'53" W for a distance of 116.76 feet to a calculated point;
19. S 40°42'14" W for a distance of 66.18 feet to a calculated point;
20. S 58°00'09" W for a distance of 22.84 feet to a calculated point;
21. S 81°25'54" W for a distance of 111.55 feet to a calculated point;
22. S 65°07'11" W for a distance of 96.33 feet to a calculated point;
23. S 50°28'15" W for a distance of 76.33 feet to a calculated point;
24. S 76°50'22" W for a distance of 31.80 feet to a calculated point;
25. N 62°19'59" W for a distance of 129.99 feet to a calculated point;
26. N 46°33'37" W for a distance of 44.10 feet to a calculated point;

 N 41°14'04" W for a distance of 52.45 feet to a calculated point;

28. N 16°24'18' W for a distance of 185.60 feet to a calculated point;
29. N 37°40'51" W for a distance of 37.62 feet to a calculated point;
30. N 78°55'23" W for a distance of 71.57 feet to a calculated point;
31. S 68°39'10" W for a distance of 52.94 feet to a calculated point;
32. S 55°05'36" W for a distance of 38.74 feet to a calculated point;
33. S 31°24'06" W for a distance of 63.62 feet to a calculated point;
34. S 03°33'12" W for a distance of 67.20 feet to a calculated point;
35. S 17°17'15" E for a distance of 230.62 feet to a calculated point;
36. S 08°27'00" E for a distance of 142.86 feet to a calculated point;
37. S 05°37'48" W for a distance of 212.07 feet to a calculated point;
38. S 37°49'45" W for a distance of 204.41 feet to a calculated point;
39. S 70°02'37" W for a distance of 142.19 feet to a calculated point;
40. S 86°51'10" W for a distance of 68.51 feet to a calculated point, for the southwest
```

THENCE, **N 35°19'18" W** through the interior of said 206.307 acre 05 Ranch Investments, LLC tract, being 305.80 feet easterly and parallel with the existing easterly right-of-way line of State Highway 95 for a distance of **1095.03 feet** to a calculated point on the west boundary line of said 206.307 acre 05 Ranch Investments, LLC tract and the east boundary line of the called 41.58 acre tract of land conveyed to Tami Stone, recorded in Volume 2140, Page 781 of the Official Records of Williamson County, Texas, from which an iron rod found with cap marked "Diamond Surveying" monumenting the most westerly southwest corner of said 206.307 acre 05 Ranch Investments, LLC tract and the south

corner hereof;

corner of said 41.58 acre Stone tract, same being on the easterly right-of-way line of State Highway 95, bears S 07°26'29" W for a distance of 450.39 feet;

THENCE, with said west boundary line of the 206.307 acre 05 Ranch Investments, LLC tract and the east boundary line of said 41.58 acre Stone tract, the following four (4) courses and distances:

- 1. N 07°26'29" E for a distance of 430.47 feet to a 5/8" iron rod found;
- 2. N 07°07'59" E for a distance of 336.41 feet to a 1/2" iron rod found;
- 3. N 08°04'35" E for a distance of 878.21 feet to a 5/8" iron rod found leaning;
- 4. N 07°30'49" E for a distance of 277.86 feet to a 1/2" iron rod found monumenting the northeast corner of said 41.58 acre Stone tract and the southeast corner of the called 52.00 acre tract of land conveyed to Andrew W. Houser, Kay Ann Bale and Christi L. Mowery, recorded in Document No. 2021172285 of the Official Public Records of Williamson County, Texas;

THENCE, **N** 07°24'14" **E** with said west boundary line of the 206.307 acre 05 Ranch Investments, LLC tract and the east boundary line of said 52.00 acre Houser tract for a distance of **865.69 feet** to a 1/2" iron rod found monumenting the southwest corner of Lot 1, Enterprise Coupland Site Expansion, a subdivision recorded in Document No. 2019093727 of the Official Public Records of Williamson County, Texas, and the most westerly northwest corner of said 206.307 acre 05 Ranch Investments, LLC tract;

THENCE, **S 82°22'45"** E with the south boundary line of said Lot 1, Enterprise Coupland Site Expansion, common with said 206.307 acre 05 Ranch Investments, LLC tract for a distance of **361.61 feet** to an iron rod found with cap marked "MPH" monumenting the southeast corner of said Lot 1, Enterprise Coupland Site Expansion and the southwest corner of said 28.771 acre 05 Ranch Investments, LLC tract, from which the aforementioned 1/2" iron rod found bent monumenting the southeast corner of said 28.771 acre 05 Ranch Investments, LLC tract and an interior ell corner of said 206.307 acre 05 Ranch Investments, LLC tract, bears S 82°22'19" E for a distance of 884.87 feet;

THENCE, **N 07°31'51" E** with the east boundary line of said Lot 1, Enterprise Coupland Site Expansion and the west boundary line of said 28.771 acre 05 Ranch Investments, LLC tract for a distance of **575.26 feet** to a 1/2" iron rod found monumenting the northeast corner of said Lot 1, Enterprise Coupland Site Expansion and the southeast corner of Lot 1, Coupland Pump Station Site, a subdivision recorded in Cabinet J, Slide 384 of the Plat Records of Williamson County, Texas;

THENCE, with the east boundary line of said Lot 1, Coupland Pump Station Site and said west boundary line of the 28.771 acre 05 Ranch Investments, LLC tract, the following four (4) courses and distances:

- 1. N 21°05'51" E for a distance of 249.95 feet to an iron rod found with cap marked "TIS":
- 2. N 68°53'17" W for a distance of 401.20 feet to an iron rod found with cap marked "TLS":
- 3. N 07°27'27" E for a distance of 156.47 feet to a 1/2" iron rod found leaning;
- 4. N 06°37'15" E for a distance of 137.47 feet to a PK nail found monumenting the northeast corner of said Lot 1, Coupland Pump Station Site and the northwest corner of said 28.771 acre 05 Ranch Investments, LLC tract, same being on said south right-of-way line of County Road 454, for the northwest corner hereof;

THENCE, **S 88°33'59"** E with the north boundary line of said 28.771 acre 05 Ranch Investments, LLC tract and said south right-of-way line of County Road 454 for a distance of **1229.97 feet** to the **POINT OF BEGINNING** hereof and containing 232.00 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

A drawing has been prepared to accompany this metes and bounds description.

**◇** DIAMOND SUR VEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100

T.B.P.E.L.S. FIRM NUMBER 10006900

June 9, 2023

SHANE SHAFER, R.P.L.S. NO. 5281

DATE

Z:\ALM ENGINEERING\COUPLAND BLACKHAWK CR 454 2022-31\\_BURFORD RANCH MUD AND DIRECTORS TRACT\BURFORD RANCH MUD 232.00 AC M&B REV 20230608.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 232.00 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 28.771 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 206.307 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025618 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SCALE: 1"= 1000" COUNTY ROAD 454 (D) S86°54'41"E 1607.37 (B) P.O.B. 1/2° BEN1 S82°21'48"E 1610.96 (A) ENGLEBERD BEADER SURVEY ABSTRACT NO. BO ⓒ 1/2" -(E) 161 TI.S 1/2" L62 K 5 SUBJECT TRACT JACOB RINEHARD SURVEY 232.00 ACRES ABSTRACT NO. 538 1/2 05 RANCH INVESTMENTS, LLC L59 ] 1/2" CALLED 206.307 AC. DOC. NO. 2022025618 5/8" LEANING DESCRIBED IN VOL. 2608, PG. 330 (1)EM 1660 JACOB RINEHARD SURVEY F ABSTRACT NO. 538 L12 CENTER BRUSHY CREEK APPROXIMATE SURVEY LINE **APPROXIMATE** SURVEY LINE (1)SURVEY **APPROXIMATE** SURVEY LINE JOSEPH JORDON SURVEY ABSTRACT NO. 357 JACOB SAPINGTON SURVEY ABSTRACT NO. 588 (H) T. V. S. STRODE SURVEY ABSTRACT NO. 583 APPROXIMATE SURVEY LINE SHEET 1 OF 3 DIAMOND SURVEYING, INC. 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628 (512) 931-3100 T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 232.00 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 28.771 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 206.307 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025618 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

#### PROPERTY INFORMATION LIST

THO EXTENSION LIST			
A	05 RANCH INVESTMENTS, LLC CALLED 28.771 AC. DOC. NO. 2022025617 DESCRIBED IN DOC. NO. 2021044342	Э	CALVIN J. GING AND WIFE, DELPHINE C. GING CALLED 75 AC. VOL. 474, PG. 138
B	LOT 1 COUPLAND PUMP STATION SITE CAB. J, SLD. 384	0	ALFRED LEE PATSCHKE AND WIFE, LORETTA ANN PATSCHKE TRACT ONE — CALLED 55.00 AC.
©	LOT 1 ENTERPRISE COUPLAND SITE EXPANSION DOC. NO. 2019093727	<b>①</b>	VOL. 816, PG. 47  ALBERT WAYNE MACIK  CALLED 11.410 AC.  DOC. NO. 2019052307
0	JACQUELYN ELAINE MCKEE AND MORRIS CASEY MCKEE SOUTH PORTION OF CALLED 25.30 AC. DOC. NO. 2003114916 TRACT 2 — 3.69 AC.	K	MANUEL LUNA AND TRACY LUNA CALLED 6.41 AC. DOC. NO. 2002039025
E	DESCRIBED IN VOL. 862, PG. 747  ANDREW W. HOUSER, KAY ANN BALE AND CHRISTI L. MOWERY	(L)	MARIA TERESA CALDERON AND AGUSTIN CALDERON CALLED 5.00 AC. DOC. NO. 2019057757
	CALLED 52.00 AC. DOC. NO. 2021172285  TAMI STONE	M	HARDI FAMILY, LTD. SOUTH PORTION OF CALLED 24.941 ACRES DOC. NO. 2004023989
(F)	CALLED 41.58 AC. VOL. 2140, PG. 781	N	05 RANCH INVESTMENTS, LLC CALLED 206.307 AC. DOC. NO. 2022025618
©	CALVIN J. GING CALLED 7.6 AC. VOL. 824, PG. 279		DESCRIBED IN VOL. 2608, PG. 330

#### **GENERAL NOTES:**

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ANY EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT SHOWN HEREON. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.
- 3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

## LEGEND

IRON ROD FOUND

IRON ROD FOUND WITH CAP MARKED "TLS"

● DS IRON ROD FOUND WITH CAP MARKED "DIAMOND SURVEYING"

▲ PK NAIL FOUND

----- APPROXIMATE SURVEY LINE

P.O.B. POINT OF BEGINNING

SHEET 2 OF 3



(512) 931-3100 T.B.P.E.L.S. FIRM NO. 10006900 DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 232.00 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 28.771 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 206.307 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025618 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

	LINE TABLE		
LINE	BEARING	DISTANCE	
L1	S07°48'55"W	615.40'	
L2	S06°22'27"W	195.63'	
L3	S06°24'43"W	1103.41'	
L4	S06°24'39"W	1227.31'	
L5	S76'33'22"W	266.47'	
L6	S43°50'09"W	107.55'	
L7	N85°07'31"W	75.69'	
L8	N41°01'34"W	138.25'	
L9	N32*41'26"W	125.98'	
L10	N61°30'30"W	174.14'	
L11	S89"11'15"W	42.80'	
L12	S78*37'06"W	32.16'	
L13	S38°49'09"W	43.73'	
L14	S38°24'34"E	168.33'	
L15	S26'58'14"E	27.24'	
L16	S11°02'30"E	45.37'	
L17	S07°23'51"W	115.26'	
L18	S43°13'16"W	254.00'	
L19	S63*39'37"W	160.84'	
L20	S6914'06"W	227.43'	
L21	S46°47'39"W	92.40'	
L22	S08'36'53"W	116.76'	
L23	S40°42'14"W	66.18'	
L24	S58°00'09"W	22.84'	
L25	S81°25'54"W	111.55'	
L26	S65°07'11"W	96.33'	
L27	S50°28'15"W	76.33'	
L28	S76°50'22"W	31.80'	
L29	N62°19'59"W	129.99'	
L30	N46'33'37"W	44.10'	
L31	N41°14'04"W	52.45'	

	LINE TABLE		
L32	N16°24'18"W	185.60'	
L33	N37°40'51"W	37.62'	
L34	N78°55'23"W	71.57	
L35	S68'39'10"W	52.94'	
L36	S55'05'36"W	38.74	
L37	S31°24'06"W	63.62'	
L38	S03°33'12"W	67.20'	
L39	S17°17'15"E	230.62'	
L40	S08'27'00"E	142.86'	
L41	S05'37'48"W	212.07'	
L42	S37°49'45"W	204.41'	
L43	S70°02'37"W	142.19'	
L44	S86°51'10"W	68.51'	
L45	N35°19'18"W	1095.03'	
L46	N07°26'29"E	430.47'	
L47	N07°07'59"E	336.41'	
L48	N08°04'35"E	878.21	
L49	N07°30'49"E	277.86'	
L50	N07°24'14"E	865.69'	
L51	S82°22'45"E	361.61'	
L52	N07°31'51"E	575.26'	
L53	N21°05'51"E	249.95'	
L54	N68'53'17"W	401.20'	
L55	N07 <b>'</b> 27'27"E	156.47	
L56	N06°37'15"E	137.47'	
L57	S88'33'59"E	1229.97	
L58	N07°07'04"E	742.89'	
L59	S86'37'43"E	263.93'	
L60	S07°26'29"W	450.39'	
L61	S07°38'19"W	723.12'	
L62	S82°22'19"E	884.87'	
L63	N35°19'18"W	565.10'	

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

June 9, 2023

SHANE SHAFER, R.P.L.S. NO. 5281

June 9, 2023 DATE



SHEET 3 OF 3

DIAMOND SURVEYING, INC. 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628

(512) 931-3100 T.B.P.E.L.S. FIRM NO. 10006900

## **EXHIBIT B**

Preliminary Plat of Burford Ranch

