

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

SAPELO LIBERTY HILL, LP;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 61

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “Agreement”) is by **Williamson County, Texas**, a Texas political subdivision (the “County”), and **Sapelo Liberty Hill, LP**, a Texas limited partnership (the “Owner”). Subsequent to its creation, Williamson County Municipal Utility District No. 61, 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 143.394 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 the District over the Land pursuant to an application to be filed with the Texas Commission on Environmental Quality (the “TCEQ”); and

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

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

WHEREAS, subsequent to its creation, 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 Subdivision Regulations, and the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

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

County means Williamson County, Texas.

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

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

Land means approximately 143.394 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 Regulations means the Williamson County Subdivision Regulations adopted and effective as of December 7, 2021.

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

ARTICLE II CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 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 Sapelo Liberty Hill LP for the creation of Williamson County Municipal Utility District No. 61, TCEQ Docket No. 2025-0466-DIS* ("TCEQ Proceeding"). Owner shall have, in addition to the additional remedies set forth in Article V, the right to terminate this Agreement in the event the County fails to withdraw from the TCEQ Proceeding in accordance with this paragraph, in which case this Agreement shall be 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.

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 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 that is not otherwise owned by Owner, or an affiliated entity under common control of the Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, or an affiliated entity under common control of the 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 the 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 the 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 or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the 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, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules. 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, other than the land described in **Exhibit C** which land is owned by Owner and anticipated to be annexed into the District, 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. The land described in **Exhibit C** shall be vested under the vesting rights set out in Section 4.01 so long as such land is annexed into the District within one hundred twenty (120) days of creation of the District.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V

TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. **Term.** The term of this Agreement shall commence following the County's and 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 which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.

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

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

Section 5.04. **Remedies.**

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

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

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01. **Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

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

District: Williamson County Municipal Utility District No. 61
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper
919 Congress Avenue, Suite 1500
Austin, Texas 78701

Owner(s): Sapelo Liberty Hill LP
Attn: Justin Reynolds
1608 West 5th Street, Suite 240
Austin, Texas 78703

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

Exhibit C - Metes and Bounds Description and Map of 13.14 acre tract

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:

SAPELO LIBERTY HILL, LP
a Texas limited partnership

By: Sapelo Liberty Hill GP, LLC
a Texas limited liability company
its general partner

By: Sapelo Real Estate Group, LLC,
a Texas limited liability company
its sole manager

By: [Signature]
Name: Justin Reynolds
Title: Manager

Date: 3/27/25

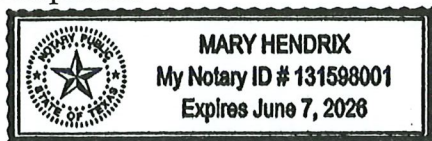
Address for Notice:

Sapelo Liberty Hill LP
Attn: Justin Reynolds
1608 West 5th Street, Suite 240
Austin, TX 78703

THE STATE OF Texas
COUNTY OF Hays

§
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§

This instrument was acknowledged before me on the 27th day of March, 2025, by Justin Reynolds, Manager of Sapelo Real Estate Group, LLC, a Texas limited liability company, and sole manager of Sapelo Liberty Hill GP, LLC, a Texas limited liability company, and general partner of SAPELO LIBERTY HILL, LP, a Texas limited partnership, on behalf of said limited partnership and limited liability companies.



(SEAL)

[Signature]
Notary Public Signature

**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 61**

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

Williamson County Municipal Utility District
No. 61
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper
919 Congress Avenue, Suite 1500
Austin, TX 78701

THE STATE OF TEXAS §

 §

COUNTY OF _____ §

 This instrument was acknowledged before me on _____,
_____, by _____, President of the Board of
Directors of Williamson County Municipal Utility District No. 61, on behalf of said
District.

(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

EXHIBIT A



CANADY TRACT
J.C. WHITLEY SURVEY, ABSTRACT NO. 719 AND
THOMAS W. SCOTT SURVEY, ABSTRACT NO. 734
143.394 ACRE MUD BOUNDARY

DESCRIPTION OF 143.394 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE J.C. WHITLEY SURVEY, ABSTRACT NO. 719 AND THE THOMAS W. SCOTT SURVEY, ABSTRACT NO. 734, BEING A PORTION OF THAT CERTAIN 171.69 ACRE TRACT CONVEYED TO LISA LAMINACK AND JOE ED CANADY, JR. IN A DEED OF RECORD IN DOCUMENT NO. 2023011044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING DESCRIBED AS A PORTION OF A 180 ACRE TRACT DESCRIBED IN VOLUME 320, PAGE 130, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 143.394 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the southerly line of F.M. Highway No. 1869 (80' R.O.W.), at the northwesterly corner of that certain 0.50 acre tract of land described in a Deed of record to Chisholm Trail Special Utility District in Document No. 9906326, Official Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE over and across said 180 Acre Tract, with the westerly and southerly lines of said 0.50 Acre Tract, the following two (2) courses:

1. S21°13'17"E, a distance of 252.10 feet to a 1/2" iron rod found at the southwest corner of said 0.50 Acre Tract;
2. N57°03'25"E, a distance of 92.20 feet to a 1/2" iron rod found in the westerly line of Lot 9, Block A, The Overlook, a subdivision of record in Cabinet U, Slides 100-103, Plat Records of Williamson County, Texas, same being the easterly line of said 180 Acre Tract, at the southeasterly corner of said 0.50 Acre Tract;

THENCE with the easterly line of said 180 Acre Tract, same being in part the westerly lines of said lot 9, that certain 7.50 acre tract of land described in a Deed of record to Ching-Shuenn Wu, Et Ux in Volume 800, Page 728, Deed Records of Williamson County, Texas, and that certain 15.00 acre tract of land conveyed to Ching-Shuenn Wu and Mei-Jane Wu, in Document No. 2023052948, Official Public Records of Williamson County, Texas and described in Volume 700, Page 803, Deed Records of Williamson County, Texas, as found occupied on the ground, the following eighteen (18) courses:

1. S21°13'37"E, a distance of 929.11 feet to a fence post for corner found at the common westerly corner of said Lot 9 and said 7.50 Acre Tract;
2. S22°03'43"E, a distance of 141.14 feet to a fence post for corner found;
3. S21°41'10"E, a distance of 168.03 feet to a fence post for corner found;
4. S20°12'58"E, a distance of 40.40 feet to a 60d nail found in a dead tree;
5. S11°46'39"E, a distance of 36.86 feet to a fence post for corner found;
6. S50°07'28"E, a distance of 102.90 feet to a fence post for corner found;
7. S49°41'28"E, a distance of 107.32 feet to a calculated point;

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EXHIBIT A



8. S39°22'01"E, a distance of 20.78 feet to a fence post for corner found;
9. S03°39'12"W, a distance of 27.29 feet to a fence post for corner found;
10. S08°12'39"W, a distance of 65.27 feet to a calculated point;
11. S08°15'19"E, passing at a distance of 29.93, a 1/2" iron rod found and continuing for a total distance of 55.16 feet to a fence post for corner found;
12. S21°37'05"E, a distance of 69.52 feet to a fence post for corner found;
13. S14°47'18"E, passing the common westerly corner of said 7.50 Acre Tract and said 15.00 Acre Tract and continuing for a distance of 76.16 feet to a 1/2" iron rod found;
14. S06°22'21"E, a distance of 13.50 feet to a 1/2" iron rod found;
15. S01°17'43"W, a distance of 114.50 feet to a fence post for corner found;
16. S20°07'34"E, a distance of 21.28 feet to a 60d nail found in a live oak tree;
17. S21°41'32"E, a distance of 418.78 feet to a fence post for corner found;
18. S21°17'05"E, a distance of 235.45 feet to a 1/2" iron rod found in the northerly line of that certain 80.54 acre tract of land described in a deed of record to Liberty 1651 LLC in Document No. 2021086347, Official Public Records of Williamson County, Texas, at the southwesterly corner of said 15.00 Acre tract, for the southeasterly corner of said 180 Acre Tract and the herein described tract;

THENCE with the southerly line of said 180 Acre Tract, same being in part the northerly lines of said 80.54 Acre Tract, and Lot 2, Dossey Subdivision, a subdivision of record in Document No. 2012030378, Official Public Records of Williamson County, Texas, the following thirteen (13) courses:

1. S68°05'32"W, a distance of 232.21 feet to an iron rod with "Forest" Cap found;
2. S68°01'49"W, a distance of 270.89 feet to an iron rod with illegible cap found;
3. S67°55'24"W, a distance of 418.47 feet to a fence post for corner found;
4. S67°26'44"W, a distance of 203.52 feet to a 1/2" iron rod found at the common northerly corner of said 80.54 Acre Tract and said Lot 2;
5. S68°03'14"W, a distance of 171.12 feet to an iron rod with "Forest" Cap found;
6. S64°59'39"W, a distance of 46.76 feet to an iron rod with "Forest" Cap found;
7. S65°51'24"W, a distance of 22.30 feet to a 60d nail marked "MH" found in a Cedar Tree;
8. S60°44'58"W, a distance of 28.22 feet to an iron rod with "Forest" Cap found;
9. S63°32'13"W, a distance of 59.25 feet to a 1/2" iron rod found;
10. S71°37'59"W, a distance of 14.40 feet to a 60d nail marked "MH" found in a Cedar Tree;

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EXHIBIT A



11. N83°11'04"W, a distance of 25.71 feet to a 60d nail marked "MH" found in a Cedar Tree;
12. S68°57'32"W, a distance of 252.00 feet to a 1/2" iron rod found;
13. S67°49'56"W, a distance of 135.87 feet to a calculated point, for the southwesterly corner of the herein described tract, from which a concrete monument found at the northwesterly corner of said Lot 2, bears S67°49'56"W, a distance of 150.34 feet;

THENCE over and across said 180 Acre Tract, the following two (2) courses:

1. Along a curve to the left having a radius of 2401.76 feet, an arc length of 373.92 feet, and a chord which bears N78°55'41"W, a distance of 373.54 feet to a calculated point, for the point of compound curvature of a curve to the left;
2. Along said curve to the left having a radius of 2631.10 feet, an arc length of 1143.37 feet, and a chord which bears N64°54'25"W, a distance of 1134.39 feet to a calculated point in the easterly line of that certain 59.95 acre tract of land described in a Partition Deed of record to Lloyd B. Luker, Jr., Et Ux, in Volume 1848, Page 400, Official Records of Williamson County, Texas, same being the westerly line of said 180 Acre Tract, from which a 1/2" iron rod found at the southwesterly corner of said 180 Acre Tract, bears S20°45'23"E, a distance of 1038.27 feet;

THENCE with the westerly line of said 180 Acre Tract, same being in part the easterly line of said 59.95 Acre Tract, and in part the easterly and northerly lines of that certain 3.19 acre tract of land described in a deed of record to Mark Luker in Document No. 2002008416, Official Public Records of Williamson County, Texas, the following three (3) courses:

1. N20°45'23"W, a distance of 357.51 feet to a 1/2" iron rod found at the southeasterly corner of said 3.19 Acre Tract;
2. N20°50'04"W, a distance of 378.56 feet to an iron pipe found at the northeasterly corner of said 3.19 Acre Tract;
3. S68°49'36"W, passing at a distance of 197.04 feet, a 1/2" iron rod found, and continuing for a total distance of 199.01 feet to a calculated point in the curving southerly line of said F.M. Highway No. 1869, of a curve to the left, for the northwesterly corner of the herein described tract;

THENCE over and across said 180 Acre Tract, with the southerly line of said F.M. Highway No. 1869, the following four (4) courses:

1. Along said curve to the left having a radius of 994.93 feet, an arc length of 271.72 feet, and a chord which bears N43°57'18"E, a distance of 270.88 feet to a TX DOT Type 1 Concrete Highway Monument found at the end of said curve;
2. N35°51'15"E, a distance of 231.15 feet to a TX DOT Type 1 Concrete Highway Monument found at the point of curvature of curve to the left;
3. Along said curve to the left having a radius of 5769.58 feet, an arc length of 487.08 feet, and a chord which bears N33°24'48"E, a distance of 486.94 feet to a TX DOT Type 1 Concrete Highway Monument found at the end of said curve;

EXHIBIT A




4. N30°59'53"E, a distance of 366.12 feet to an iron rod with "HLS" Cap found at the northwesterly corner of that certain 14.00 acre tract of land described in a deed of record to Brandon Canady and Jessica Canady in Document No. 2023105726, Official Public Records of Williamson County, Texas;

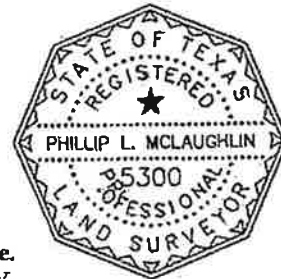
THENCE leaving the southerly line of said F.M. Highway No. 1869, and continuing over and across said 180 Acre Tract, with the westerly, southerly and easterly lines of said 14.00 Acre Tract, the following three (3) courses:

1. S37°57'55"E, a distance of 604.03 feet to an iron rod with "HLS" Cap found at the southwesterly corner of said 14.00 Acre Tract;
2. N58°42'51"E, a distance of 1140.60 feet to an iron rod with "HLS" Cap found at the southeasterly corner of said 14.00 Acre Tract;
3. N22°18'00"W, a distance of 731.53 feet to an iron rod with "HLS" Cap found in the southerly line of said F.M. Highway No. 1869, at the northeasterly corner of said 14.00 Acre Tract;

THENCE over and across said 180 Acre Tract, with the southerly line of said F.M. Highway No. 1869, the following two (2) courses:

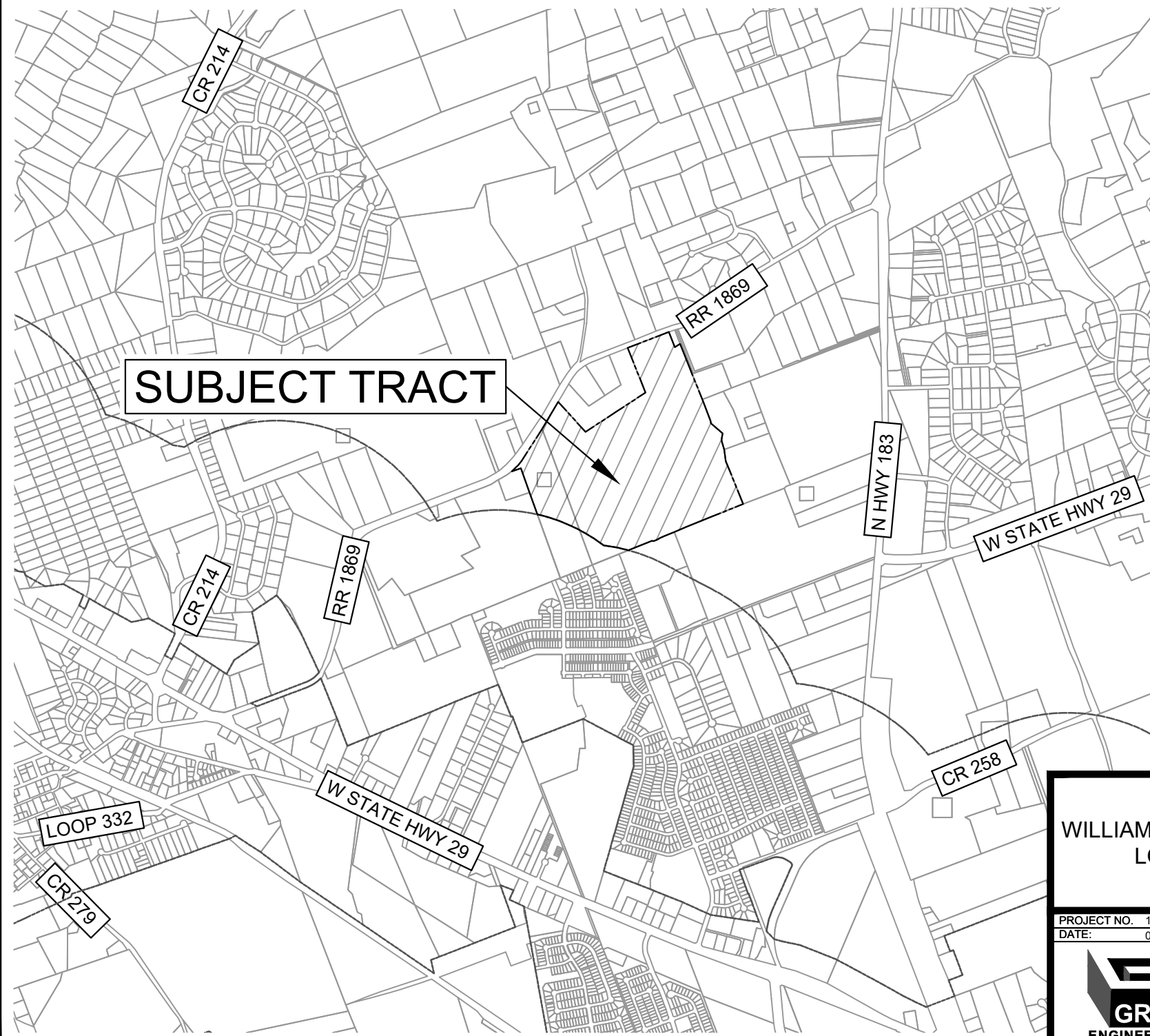
1. N69°09'55"E, passing at a distance of 119.39 feet, a TX DOT Type 1 Concrete Highway Monument found, and continuing for a total distance of 640.50 feet to a 1/2" iron rod found at the point of curvature of a curve to the right;
2. Along said curve to the right having a radius of 2251.83 feet, an arc length of 33.17 feet, and a chord which bears N69°35'15"E, a distance of 33.17 feet to the **POINT OF BEGINNING**, having an area of 143.394 acres of land, more or less.


Phillip L. McLaughlin 09-19-2024
Registered Professional Land Surveyor
State of Texas No. 5300




Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.
G&R Surveying Project No. 24204 Attachments: 24204_GR-MUD-SURVEY

H:\PROJECTS\1743 - SAPELO LIBERTY HILL LP\11800 CANADY TRACT (-15BAC)\CAD\EXHIBITS\CANADY ETJ - LOCATION.DWG DATE: 9/18/2024 2:30:28 PM BY: T\MARSHALL



SCALE: 1" = 3000'
GRAPHIC SCALE IN FEET
0 1500' 3000' 6000'

- MUD BOUNDARY
- ETJ BOUNDARY
-  SUBJECT TRACT

WILLIAMSON CO. MUD NO. 61 LOCATION MAP

PROJECT NO. 1743-11800	DRAWN BY: TM
DATE: 07/05/2024	CHECKED BY: CLO



8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]

EXHIBIT B
CORRIDOR PROJECT AND/OR LRTP ARTERIAL LOCATIONS

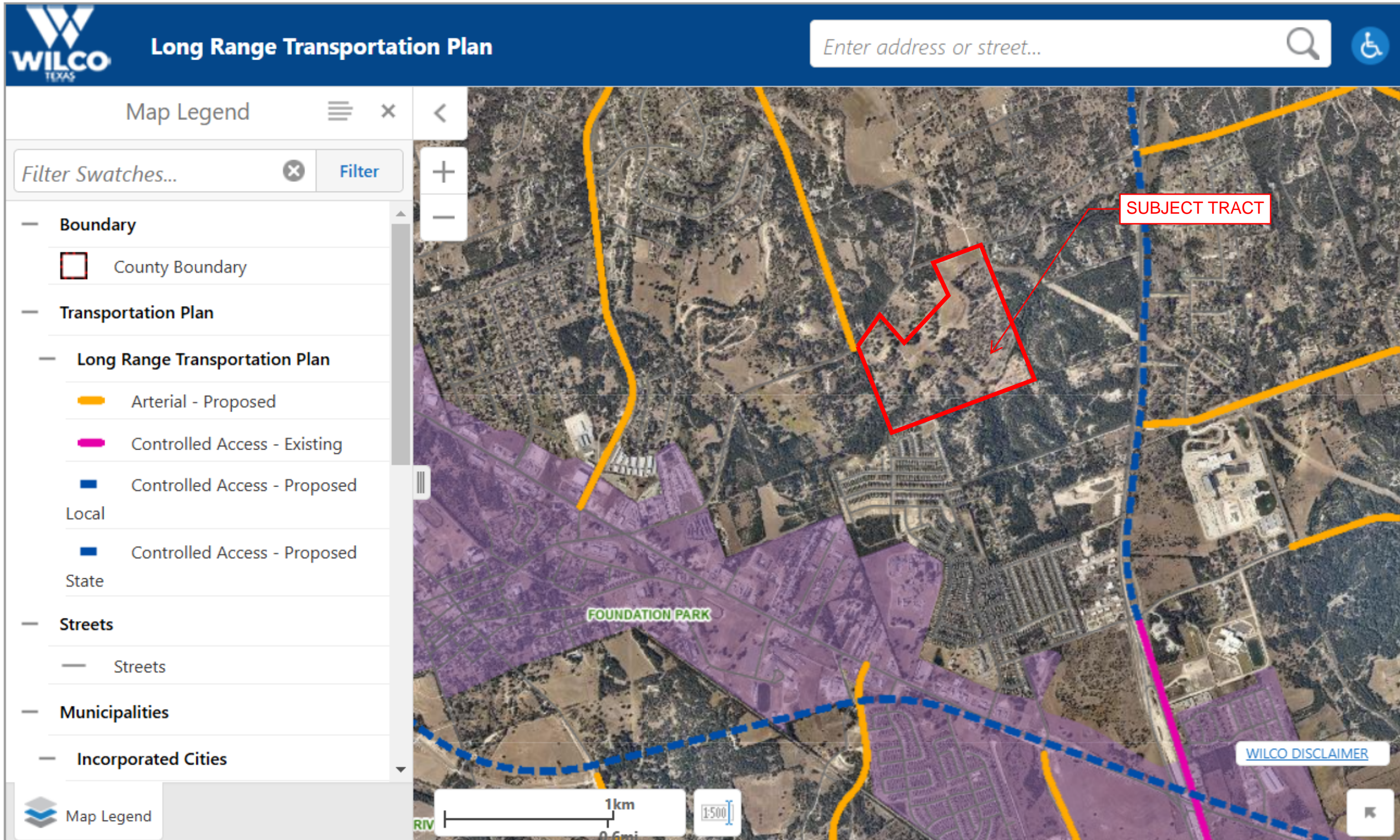


EXHIBIT B

The information provided is from the Williamson County website as of February 19, 2025.

As highlighted, the Williamson County Long Range Transportation Plan as referenced in Section 3.01 of the Development Agreement does not include any future arterials, corridor projects, or other roads or right-of-way needs within the **Subject Property**.

EXHIBIT C

Metes and Bounds Description
and
Map of 13.14 acre tract



CANADY TRACT
J.C. WHITLEY SURVEY, ABSTRACT NO. 719 AND
THOMAS W. SCOTT SURVEY, ABSTRACT NO. 734
13.14 ACRE ETJ BOUNDARY

DESCRIPTION OF 13.14 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE J.C. WHITLEY SURVEY, ABSTRACT NO. 719 AND THE THOMAS W. SCOTT SURVEY, ABSTRACT NO. 734, BEING A PORTION OF THAT CERTAIN 171.69 ACRE TRACT CONVEYED TO LISA LAMINACK AND JOE ED CANADY, JR. IN A DEED OF RECORD IN DOCUMENT NO. 2023011044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING DESCRIBED AS A PORTION OF A 180 ACRE TRACT DESCRIBED IN VOLUME 320, PAGE 130, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 13.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at A 1/2" iron rod found in the northerly line of Stonewall Ranch-North Section Twelve Subdivision, a subdivision of record in Document No. 2022009326, Official Public Records of Williamson County, Texas, at the southeasterly corner of that certain 59.95 acre tract of land described in a Partition Deed of record to Lloyd B. Luker, Jr., Et Ux in Volume 1848, Page 400, Official Records of Williamson County, Texas, for the southwesterly corner of said 180 Acre Tract and the herein described tract;

THENCE N20°45'23"W, with the westerly line of said 180 Acre Tract and the easterly line of said 59.95 Acre Tract, a distance of 1038.27 feet to a calculated point, for the northwesterly corner of the herein described tract, from which a 1/2" iron found in the westerly line of said 180 Acre Tract and the easterly line of said 59.95 Acre Tract, at the southeasterly corner of that certain 3.19 acre tract of land described in a Deed of record to Mark Luker in Document No. 2002008416, Official Public Records of Williamson County, Texas, bears N20°45'23"W, a distance of 357.51 feet;

THENCE over and across said 180 Acre Tract, the following two (2) courses:

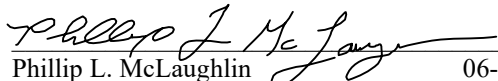
1. Along a curve to the right having a radius of 2631.10 feet, an arc length of 1143.37 feet, and a chord which bears S64°54'25"E, a distance of 1134.39 feet to a calculated point of compound curvature to the right;
2. Along said curve to the right having a radius of 2401.76 feet, an arc length of 373.92 feet, and a chord which bears S78°55'41"E, a distance of 373.54 feet to a calculated point in the southerly line of said 180 Acre Tract, same being the northerly line of Dossey Subdivision, a subdivision of record in Document No. 2012030378, Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, from which a 1/2" iron rod found in the southerly line of said 180 Acre Tract and the northerly line of said Dossey Subdivision, bears N67°49'56"E, a distance of 135.87 feet;

THENCE with the southerly line of said 180 Acre Tract, same being in part the northerly line of said Dossey Subdivision, in part the northerly line of Stonewall Ranch-North Section Nine Subdivision, a subdivision of record in Document No. 2021005711, Official Public Records of Williamson County, Texas, and in part the northerly line of said Stonewall Ranch-North Section Twelve Subdivision, the following four (4) courses:

1. S67°49'56"W, a distance of 150.34 feet to a concrete monument found;
2. S67°51'42"W, a distance of 434.00 feet to an iron rod with 4Ward Cap found;
3. S67°45'46"W, a distance of 173.36 feet to a 60d nail found;



4. S67°49'18"W, a distance of 350.17 feet to the **POINT OF BEGINNING**, having an area of 13.14 acres of land, more or less.


Phillip L. McLaughlin 06-19-2024
Registered Professional Land Surveyor
State of Texas No. 5300

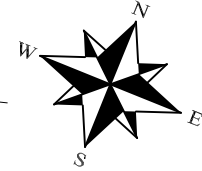


Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.
G&R Surveying Project No. 24204 Attachments: 24204_GR-ETJ-EX

LEGEND

- CONCRETE MONUMENT FOUND
- 1/2" IRON ROD FOUND
- IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
- 60D NAIL FOUND
- CALCULATED POINT

INSIGNIA



SCALE: 1"=500'

E&S
SURVEYING, LLC
1805 QUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

O.J. SCOTT SURVEY
ABSTRACT NO. 749

F.M. HIGHWAY NO. 1869

ADAM CEPPE'S SURVEY
ABSTRACT NO. 692

APPROXIMATE SURVEY LINE

APPROXIMATE SURVEY LINE

3.19 AC.
MARK LUKER
DOC. NO. 2002008416

REMAINDER OF 59.95 AC.
LLOYD B. LUKER, JR., ET UX
VOL. 1848, PG. 400

J.C. WHITLEY SURVEY
ABSTRACT NO. 719

REMAINDER OF 171.69 AC. CONVEYED TO
LISA LAMINACK AND JOE ED CANADY, JR.
IN DOC. NO. 2023011044
BEING A PORTION OF 180 AC.
DESCRIBED IN VOL. 320, PG. 130

THOMAS W. SCOTT SURVEY
ABSTRACT NO. 734

JAMES HUMPHREYS SURVEY
ABSTRACT NO. 724

POB

STONEWALL RANCH-NORTH
SECTION TWELVE SUBDIVISION
DOC. NO. 2022009326

STONEWALL RANCH-NORTH
SECTION NINE SUBDIVISION
DOC. NO. 2021005711
LOT 68, BLOCK J

13.14 AC.
PORTION OF
171.69 AC. CONVEYED TO
LISA LAMINACK AND JOE ED CANADY, JR.
IN DOC. NO. 2023011044
BEING A PORTION OF 180 AC.
DESCRIBED IN VOL. 320, PG. 130

DOSSEY SUBDIVISION
DOC. NO. 2012030378

LOT 2

J.B. ROBINSON SURVEY
ABSTRACT NO. 521

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N67°49'56"E	135.87'	
L2	S67°49'56"W	150.34'	
L3	S67°51'42"W	434.00'	
L4	S67°45'46"W	173.36'	
L5	S67°49'18"W	350.17'	

CURVE TABLE						
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT
C1	24°53'54"	2631.10'	1143.37'	S64°54'25"E	1134.39'	580.85'
C2	8°55'12"	2401.76'	373.92'	S78°55'41"E	373.54'	187.34'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 24204_GR-ETJ-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

PLOTTING SCALE: 1" = 500'
DRAWN BY: PMC
REVIEWED BY: TJC/DRS
PROJECT NO: 24204
FILE: L:\24204_GR-ETJ-EX
DATE: JUNE 19, 2024

EXHIBIT

SHEET 1