

**CONSENT AND DEVELOPMENT AGREEMENT**

**AMONG**

**WILLIAMSON COUNTY, TEXAS;**

**BARTLETT FARM, LLC;**

**AND**

**BARTLETT FARM MUNICIPAL UTILITY DISTRICT**

## CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "Agreement") is by **Williamson County, Texas**, a Texas political subdivision (the "County"), and **Bartlett Farm, LLC**, a Texas limited liability company (the "Owner"). Subsequent to its creation, **Bartlett Farm 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 "District"), will become a party to this Agreement. The County, the Developer and the District are sometimes referred to individually herein as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, the Owner has approximately 188.02 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 an application to be filed with the Texas Commission on Environmental Quality (the "TCEQ"); and

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

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

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

## **ARTICLE I DEFINITIONS**

**Section 1.01. Definitions.** In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

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

Agreement means this Consent and Development Agreement.

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

County means Williamson County, Texas.

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

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

Land means approximately 188.02 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

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

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

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

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

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

## **ARTICLE II CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS**

**Section 2.01.**      **Creation of District.** The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing and withdraw as a party from any TCEQ proceeding relating to creation of the District ("TCEQ Proceeding"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

**Section 2.02.**      **District Execution of Agreement.** The Owner shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

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

(b) **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 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 then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

**Section 3.03. Road Maintenance.** The County will not ever accept the Subdivision Roads for maintenance and the Owner, Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that it shall cause the District creation to include the powers

and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

#### **ARTICLE IV DEVELOPMENT OF LAND**

**Section 4.01. Uniform and Continued Development.** The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

**Section 4.02. Additional Land.** Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

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

#### **ARTICLE V TERM, ASSIGNMENT, AND REMEDIES**

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

**Section 5.02. Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and following creation of the District, the



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

**Section 5.03. Assignment.**

(a) This Agreement, and the rights of the Owner and Developer hereunder, may be assigned by the Owner, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.

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

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

**Section 5.04. Remedies.**

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

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

Agreements with the District and collecting reimbursements from the District for Owner's eligible costs.

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

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

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

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

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

Owner(s): Bartlett Farm, LLC  
1608 W 34th Street  
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

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:**

**BARTLETT FARM, LLC**, a Texas limited liability company

By: [Signature]

Name: Robert Zalkin

Its: MANAGER

Date: 10/30/2024

Address for Notice:

Bartlett Farm, LLC  
1608 W 34th Street  
Austin, Texas 78703  
Attn: Robert Zalkin

THE STATE OF New York §  
COUNTY OF Westchester §

October This instrument was acknowledged before me on the 30 day of October, 2024, by Robert Zalkin, as Manager of Bartlett Farm, LLC, a Texas limited liability company, on behalf of said limited liability company.



(SEAL) [Signature]  
Notary Public Signature

**BARTLETT FARM MUNICIPAL UTILITY  
DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notice:

Attn: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, President of the Board of  
Directors of Bartlett Farm Municipal Utility District, on behalf of said District.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**Exhibit "A"**  
**Description of Land**





LEGAL DESCRIPTION  
BARTLETT FARM MUNICIPAL UTILITY  
DISTRICT OF WILLIAMSON COUNTY

**BEING** a 188.044-acre tract of land situated in the William C. Wilson Survey, Abstract No. 651 and the MF Alexander Survey, Abstract No. 35, Williamson County, Texas, being all of that certain tract of land called to contain 188.02-acres in a Special Warranty Deed to Bartlett Farm, LLC as described in Document No. 2021158325 of the Official Public Records of Williamson County, Texas; said 188.044-acre tract of land being more particularly described as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

**BEINNING:** at a 1/2-inch iron rod found for the northwestern corner of the said 188.02-acre tract, on the southwestern line of a possible old County Road (no record information found), for the northeastern corner of a 190.4-acre tract of land in a Distribution Deed to Rhonda Renne Sinclair as described in Document No. 2021130819 of the Official Public Records of Williamson County, Texas, the approximate northeastern corner of the J.S. Harry Survey, Abstract No. 302 Survey, for the northwestern corner of this herein described tract;

**THENCE:** South 73°18'31" East a distance of 1330.35 feet along the northeastern line of the said 188.02-acre tract, the southwestern line of the said possible old County Road (no record information found) to a 5/8-inch iron rod with cap stamped "WHITECAP 6355" found on the northwestern line of 14.8-acre tract called Second Tract to Eric Vanpraag as described in a Special Warranty Deed in Document No. 2022056176 of the Official Public Records of Williamson County, Texas, said 14.8-acre being the same tract as described in Volume 277, Page 54, Volume 225, Page 621 and Volume 220, Page 413 of the Deed Records of Williamson County, Texas, for the northeastern corner of the said 188.02-acre tract, for the northeastern corner of this herein described tract, from which a 1-inch iron pipe found bears North 15°52'53" East a distance of 29.54 feet;

**THENCE:** South 16°04'08" West a distance of 726.23 feet along the southeastern line of the said 188.02-acre tract, the northwestern line of said 14.8-acre tract to a 1/2-inch iron rod found for the southwestern corner of said 14.8-acre tract, the northwestern corner of a called 75-acre tract called First Tract in a Special Warranty Deed to Eric Vanpraag as described in Document No. 2022056176 of the Official Public Records of Williamson County, Texas, said 75-acre tract being the same tract as described in Volume 277, Page 54, Volume 225, Page 621 and Volume 220, Page 413 of the Deed Records of Williamson County, Texas, for a corner of this herein described tract;

**THENCE:** South 15°23'24" West a distance of 3524.85 feet along the southeastern line of said 188.02-acre tract, the northwestern line of said 75-acre tract to a 5/8-inch iron rod with cap stamped "Quiddity Eng" set for a corner of the said 188.02-acre tract, for a corner of this herein described tract;

**THENCE:** South 15°01'11" West a distance of 1555.80 feet continuing along the southeastern line of the said 188.02-acre tract, the northwestern line of the said 75-acre tract, the northwestern line of a 32-acre tract of land in a Warranty Deed with Vendor's Lien to Katherine Decker as described in Volume 1282, Page 820 of the Official Public Records of Williamson County, Texas to a 1-inch iron pipe found for the southeastern corner of said 188.02-



3100 Alvin Devan Blvd, Suite 150  
Austin, Texas 78745  
Tel: 512.441.9493  
www.quiddity.com

acre tract, on the northeastern Right-of-Way line of said County Road 387, for the southeastern corner of this herein described tract;

**THENCE:** North 73°21'42" West a distance of 970.15 feet along the northeasterly line of said County Road 387 to a 1-inch iron pipe found for the most southerly southwest corner of the said 188.02-acre tract, an occupied southeast corner of the Bartlett Cemetery (no deed record information found), for a corner of this herein described tract;

**THENCE:** Along a common line of said 188.02-acre tract, and the said Bartlett Cemetery with the following courses and distances:

1. North 16°56'19" East a distance of 89.84 feet to a 5/8-inch iron rod with cap stamped "WHITECAP 655" found for a corner of the said 188.02-acre tract, for a corner of the said Bartlett Cemetery;
2. North 13°32'34" East a distance of 118.51 feet to a 1-inch iron pipe found for the northeastern corner of the said Bartlett Cemetery, a corner of the said 188.02-acre tract;

**THENCE:** North 73°20'24" West a distance of 562.06 feet continuing along a northern line of the said Bartlett Cemetery and a southern line of the said 188.02-acre tract, to a 1-inch iron pipe found for the southwestern corner of the said 188.02-acre tract, on the northeastern Right-of-Way line of County Road 387 (R.O.W. Varies) (no record information found), for a northern corner of the said Bartlett Cemetery (No Deed Record Information Found), on the approximate southeastern line of the J.S. Harry Survey, Abstract No. 302 Survey, for the occupied southeast corner of a 162.7-acre tract of land in a Partial Estate Distribution Deed to Ray W. Willoughby III ET AL as described in Volume 1806, Page 902 of the Official Public Records of Williamson County, Texas, for the southwestern corner of this herein described tract;

**THENCE:** North 17°14'22" East a distance of 1602.89 feet along the northwestern line of said 188.02-acre tract, the southeastern line of said 162.7-acre tract to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG" set for a corner of said 188.02-acre tract, for a corner of this herein described tract;

**THENCE:** North 17°32'31" East a distance of 3995.93 feet continuing along the northwestern line of the said 188.02-acre tract, the southeastern line of said 162.7-acre tract and the southeastern line of the said 190.4-acre tract to the **POINT OF BEGINNING** and **CONTAINING** an area of 188.044-acres of land.

Rex L. Hackett  
Registered Professional Land Surveyor No. 5573  
[rhackett@quiddity.com](mailto:rhackett@quiddity.com)

04-17-2024

Date:

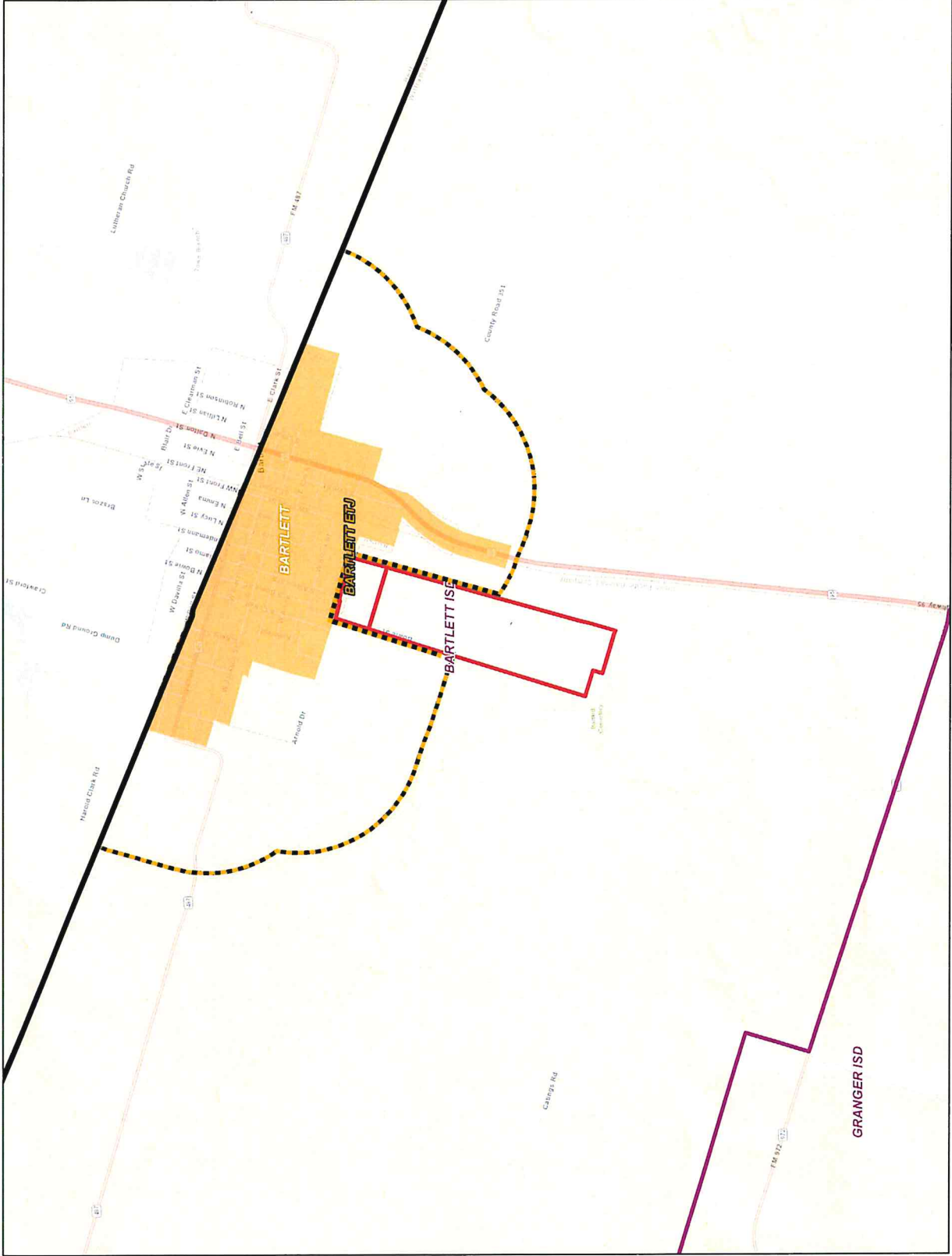


**LEGEND**

- Tract
- School District
- Counties
- ETJ
- City Limits

**BARTLETT FARM, LLC**  
**187.98 ACRES**  
**WILLIAMSON COUNTY**

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.



**Exhibit "B"**

**LRTP Arterial Exhibit**



### Legend

-  Corridor
-  LRTP
-  State Highways
-  Non-State Roads
-  Site Location

