

ROADWAY CONVEYANCE AND CONSTRUCTION AGREEMENT

This Roadway Conveyance and Construction Agreement (this "Agreement") is entered into between WILLIAMSON COUNTY, TEXAS (the "County") and SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company (the "Developer"). In this Agreement, the County and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

RECITALS

WHEREAS, the Developer is in the process of developing a residential subdivision to be known as Scofield Farms in the area of the County depicted on the attached Exhibit A (the "Master Plan"); and

WHEREAS, both the general public and the Developer will benefit if the County and the Developer cooperate in order to expedite the construction of arterial roadways from CR 150 to and through the Development's boundary, as shown on the Master Plan; and

WHEREAS, in recognition of the impact that the Development will have on traffic demands in the County, the Developer has agreed to provide 120 feet of right-of-way within Phase II and 150 feet or right-of-way within Phase III for the East-West Arterial as shown on Exhibit B and 60 feet of right-of-way for the North-South Arterial on the western border of the Development. Additionally, the Developer will design and construct or cause to be constructed two lanes, being half of the North-South Arterial, and two lanes, being half of the East-West Arterial as shown in the shaded hatch in Exhibit B (the "Developer Portion"), as provided in this Agreement; and

WHEREAS, the County has agreed that the Developer will not be responsible for the design or construction of the other two lanes of the North-South Arterial and the other two lanes of the East-West Arterial shown in cross hatch marks on Exhibit B (the "Remainder Project"); and

WHEREAS, the County was previously deeded portions of the Master Plan property by Document No. 2024063386, Official Records of Williamson County, Texas for Arterial road right of way, a portion of which the Parties now desire to be returned to Developer in the locations as shown on Exhibit C (the Excess R.O.W.); and

WHEREAS, Section 232.105 of the Texas Local Government Code authorizes a commissioners' court to contract with a developer of land in the unincorporated area of the county to construct public improvements, and this Agreement is being entered into pursuant to and in compliance with that authority;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits set forth in this Agreement, the Parties agree as follows:

SECTION 1. ROAD STANDARDS

The Road Projects shall be designed and constructed as two-lanes, being half of the future arterial roadways located within the owner dedicated right-of-way, if possible, within the Development, at the locations shown on Exhibit B.

(a) The Road Projects will be designed and constructed in conformance with County roadway standards and specifications and the Typical Roadway Section as shown on Exhibit B.

(b) Erosion/sedimentation controls, revegetation, and stormwater management during construction shall be implemented as required by the Texas Commission on Environmental Quality ("TCEQ"); however, no water quality or detention improvements will be required.

(c) The Parties agree that other subdivision roads in the Development will be designed and constructed pursuant to County standards and specifications.

(d) The County agrees that the Developer will not be responsible for the design or construction of the Remainder Project.

(e) The design of the Road Projects will be subject to approval by the County. The County agrees to review the plans and specifications for the Road Projects and to provide the Project Engineer with written comments specifically identifying any required revisions within 14 days of submission.

(f) The County and the Developer each designate the following individual as its Designated Representative:

County: County Engineer
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

Developer: Project Manager
15660 N Dallas Parkway, Suite 110
Dallas, Texas 75248

The Project Engineer will report regularly to, and coordinate with, the other Parties' Designated Representatives. The Designated Representatives will meet and coordinate as necessary.

SECTION 2. LICENSE AGREEMENT

The County agrees to grant the Developer a license agreement authorizing the installation and maintenance of landscaping, irrigation, and signage improvements within the Road Projects. The license agreement will require a minimum of \$500,000 in liability insurance coverage naming the County as an additional insured.

SECTION 3. INSPECTION

Inspections, including inspection fees, and certifications for the Road Projects will be conducted in accordance with standard County policies and requirements. If any inspection reveals deficiencies, the County will notify the Developer and Project Engineer in writing, detailing the deficiencies.

SECTION 4. COMPLETION OF DEVELOPER'S PROJECT

(a) The Project Engineer will prepare a written notice of substantial completion and forward it to the Developer, who will submit it to the County. The County will conduct a final inspection within five business days, subject to weather delays.

(b) Upon final acceptance, the Developer shall transfer all warranties and as-builts to the County. The Contractor will warrant workmanship and materials for two years, excluding normal wear and tear. A two-year Contractor's warranty bond shall be provided in a form approved by the County.

SECTION 5. CONVEYANCE AND EXCHANGE OF RIGHT-OF-WAY

(a) Within 30 days of this Agreement's execution and the completion of field note surveys at the Developer's expense for the Road Project and Excess R.O.W. parcel areas, and review and approval of such surveys by County, the Developer and County agree to execute an Exchange Deed to convey all right-of-way for the Road Projects, free and clear of all liens, to County, and to convey all right-of-way for the Excess R.O.W., free and clear of any liens, to Developer. The form of the Exchange Deed shall be as shown in Exhibit D, and the County shall cause the Exchange Deed to be recorded in the Official Records of Williamson County, Texas upon full execution.

SECTION 6. INTENTIONALLY DELETED

SECTION 7. MISCELLANEOUS

(a) Notices under this Agreement shall be in writing and delivered personally or by certified mail to the Designated Representatives.

(b) Gender and number references are interchangeable as context dictates.

(c) This Agreement constitutes the entire agreement regarding the subject matter contained herein. Any modification must be in writing and executed by the Parties.

(d) No County official may modify this Agreement without commissioners' court approval.

(e) The Parties agree to execute all further documents necessary to carry out this Agreement, including specifically a Memorandum of Agreement in recordable form at the request of either Party.

(f) Performance delays due to uncontrollable events will extend timelines reasonably.

(g) Injunctive relief and specific performance are available remedies for breach.

(h) Texas law governs this Agreement. Venue lies in Williamson County.

(i) Any invalid provision does not affect the remainder of the Agreement.

(j) This Agreement binds and benefits the Parties and their successors and assigns. Assignment requires prior written consent.

(k) No third-party beneficiaries are intended.

(l) Exhibits:

- Exhibit A: The Development and Road Projects
- Exhibit B: Typical Arterial Sections
- Exhibit C: Excess R.O.W. Location
- Exhibit D: Exchange Deed Form

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date of the last signature.

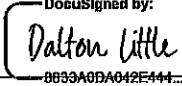
WILLIAMSON COUNTY, TEXAS

By: _____

Steven Snell, County Judge

Date: _____

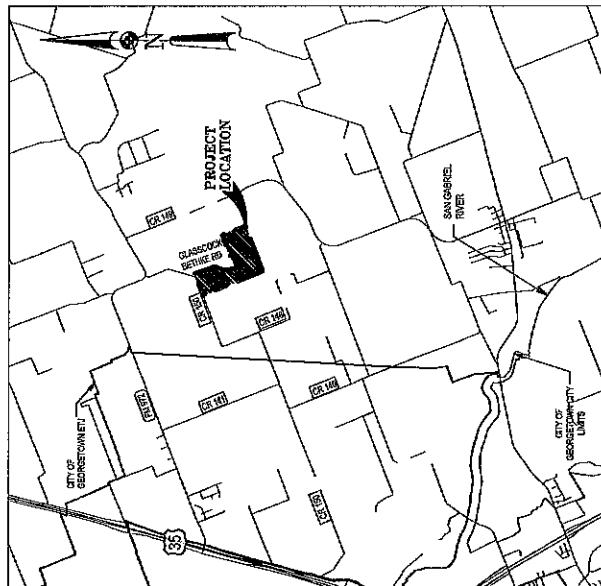
**SAVANNAH PROMINENT SCOFIELD
DEVELOPMENT, LLC**

By:  _____
DocuSigned by:
Dalton Little
8833A0DA042E444...

Its: Director _____

Date: 6/26/2025 _____

EXHIBIT A



LOCATION MAP

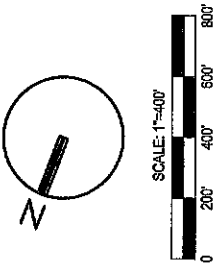
LEGEND

PROPERTY BOUNDARY

PHASE BOUNDARY

LAND USE TABLE					
PHASE	ACREAGE	RESIDENTIAL LOTS	TOTAL LOTS	IF OF EMERGENCY ACCESS (FT)	IF OF LOCAL COLLECTOR (FT)
I	42.40	29	30	0	341
II	54.13	33	2	424	3,212
III	48.09	31	0	2,612	1,698
TOTAL	144.33	93	3	424	5,251

- NOTE:
1. THE LAYOUT SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.
 2. DEVELOPER RESPONSIBLE FOR DESIGN AND CONSTRUCTION ONLY FOR ROADS SHOWN HEREON.



MATKIN HOOPER
ENGINEERING & SURVEYING
101 WALLACE DRIVE
SUITE 100
GEORGETOWN, TEXAS 78626
TEL: 512.863.1234
FAX: 512.863.1235
WWW.MATKINHOOPER.COM
CIVIL ENGINEERS, SURVEYORS, LAND PLANNERS, CONSTRUCTION MANAGEMENT CONSULTANTS
Professional Engineer, State of Texas, Registration No. 11661, Date: June 17, 2005

THE DEVELOPMENT AND ROAD PROJECTS
FOR
SCOFIELD FARMS
WILLAMSON COUNTY, TEXAS

EXHIBIT 'A'

JOB NO. 3015.00
DATE MAY 2025
DESIGNED JDA
CHECKED GDK

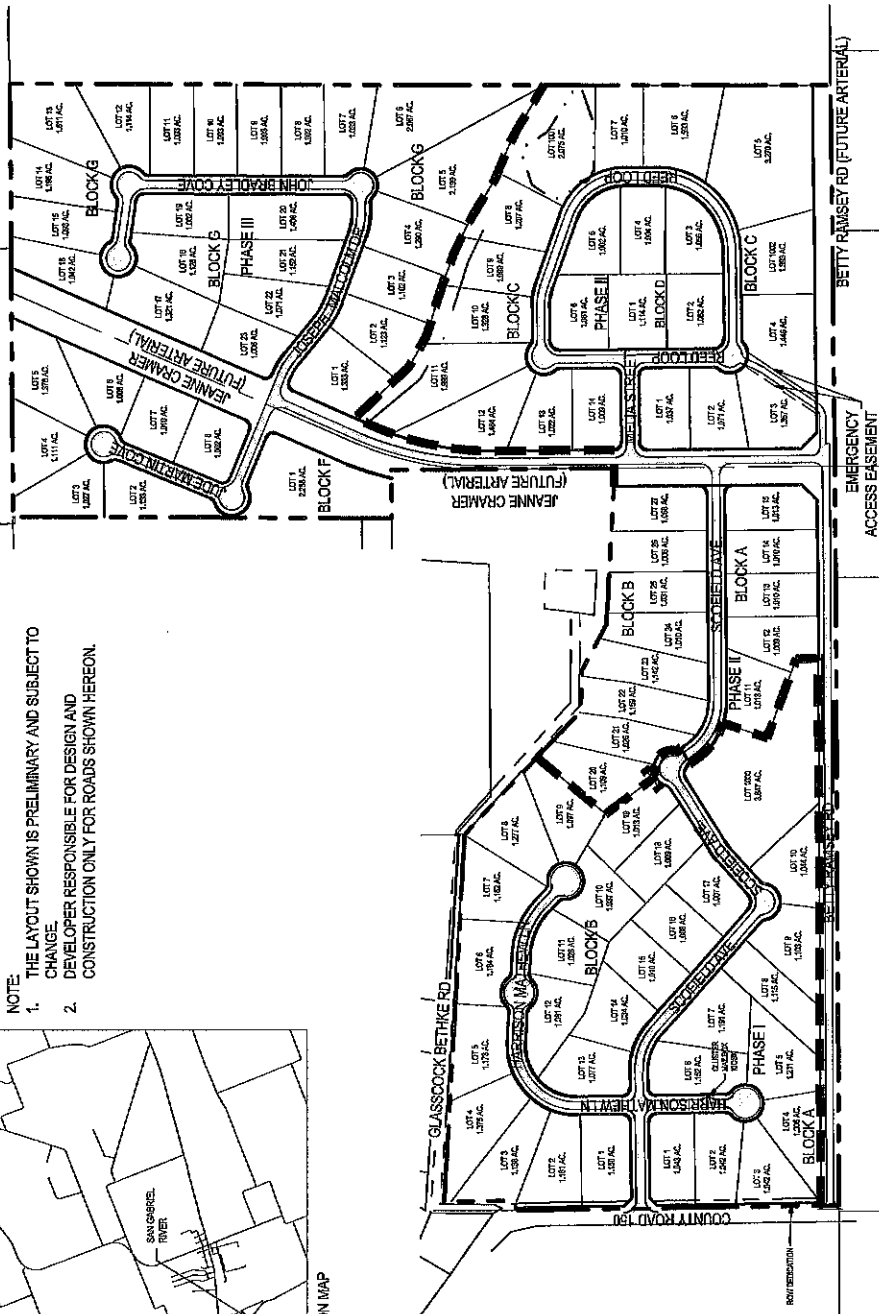


EXHIBIT B

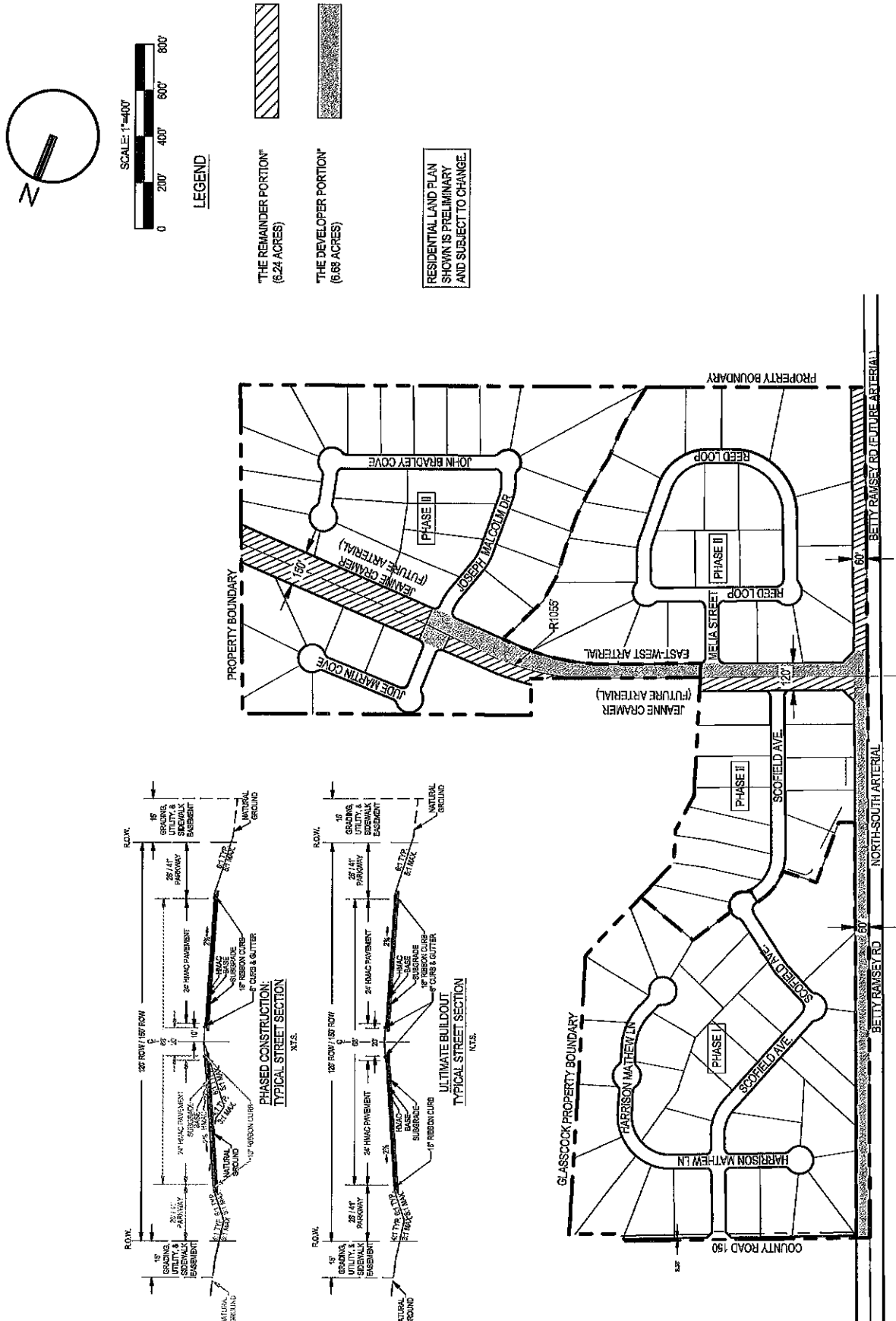


EXHIBIT C

EXCESS R.O.W. LOCATION
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

EXHIBIT 'C'	
JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

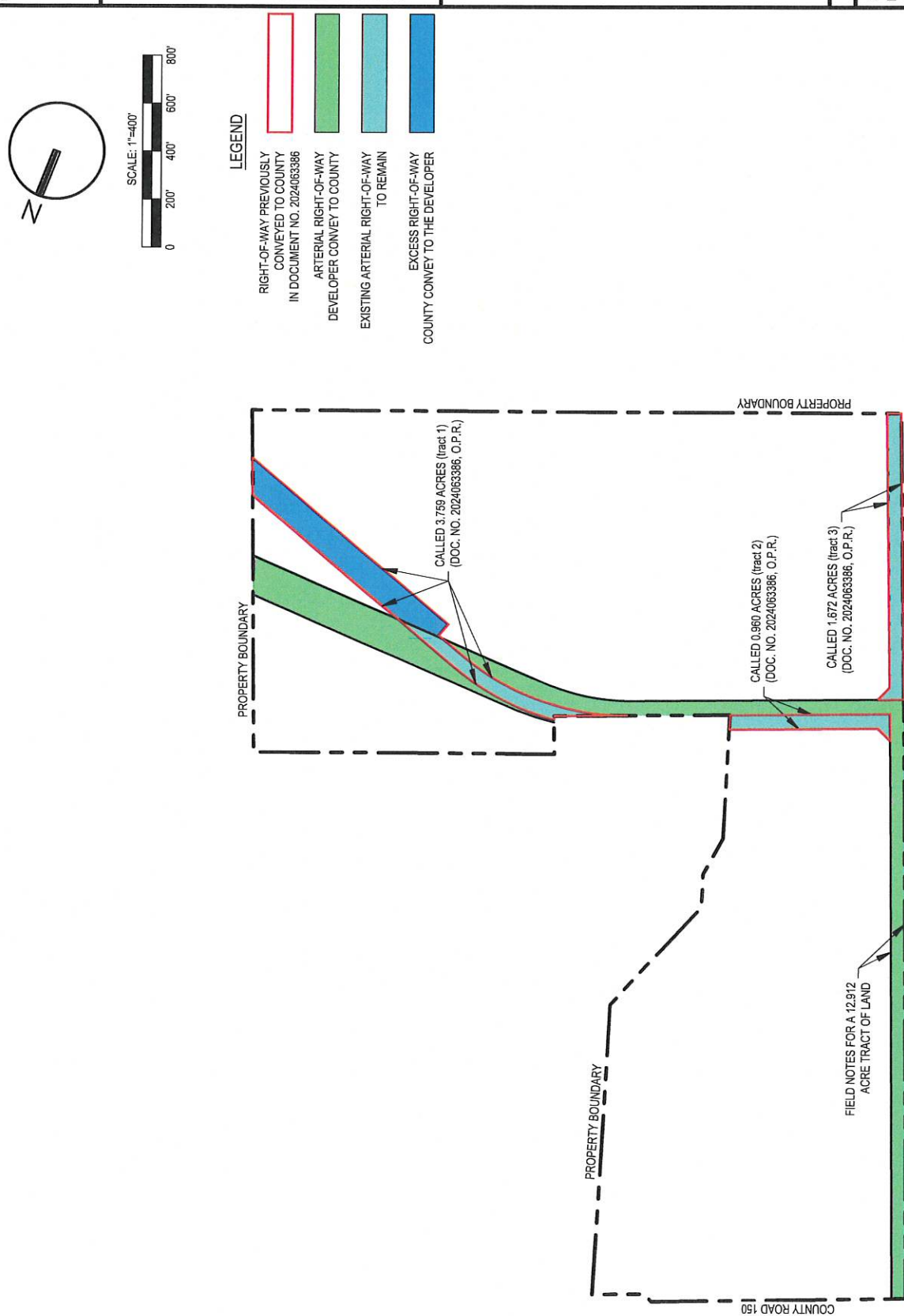


EXHIBIT D

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXCHANGE DEED

ARTERIAL K RIGHT OF WAY

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, WILLIAMSON COUNTY, TEXAS, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626, Attn: County Auditor (herein referred to as "**COUNTY**"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (collectively "**Tract 1**"); and

WHEREAS, SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC., a Texas limited liability company whose address is 15660 N. Dallas Parkway, Suite 110, Dallas, Texas, Attn: Project Manager (herein referred to as "**DEVELOPER**"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibits "B"**, attached hereto and incorporated herein by reference (collectively "**Tract 2**"); and

WHEREAS, for mutually beneficial purposes, COUNTY and DEVELOPER desire to exchange property, so that DEVELOPER will hereafter own Tract 1 and COUNTY will hereafter own Tract 2;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for \$10.00 and other good and valuable consideration, and according to the terms of that certain Roadway Conveyance and Construction Agreement between the parties, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1 and Tract 2:

(a) COUNTY has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 1 unto DEVELOPER, TO HAVE AND TO HOLD Tract 1, together with all improvements, rights, and appurtenances thereto unto DEVELOPER and its successors and assigns, forever; and COUNTY does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto DEVELOPER, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under COUNTY, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 1, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. COUNTY shall remain responsible for

the payment of any prorated ad valorem taxes due and owing for the year of conveyance applicable to Tract 1 prior to the date of this deed; and

(b) DEVELOPER has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 2 unto COUNTY, TO HAVE AND TO HOLD Tract 2, together with all improvements, rights, and appurtenances thereto unto COUNTY and its successors and assigns, forever; and DEVELOPER does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 2 unto COUNTY, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under DEVELOPER, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 2, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. DEVELOPER shall remain responsible for the payment of any prorated ad valorem taxes due and owing for the year of conveyance applicable to Tract 2 prior to the date of this deed.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to Tract 1 and Tract 2 not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of

_____, 2025.

(signatures on following pages)

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by
County Judge Steven Snell, in the capacity and for the purposes and consideration recited
herein.

(seal)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

DEVELOPER:

**SAVANNAH PROMINENT SCOFIELD
DEVELOPMENT, LLC, a Texas limited
liability company**

By: _____

Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by
_____ in the capacity and for the purposes and consideration recited
herein.

(seal)

Notary Public Signature