

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”), effective June_, 2025 (the “Effective Date”), is made and entered by and between **705 LimmerLoop JV, LLC**, a Texas limited liability company, with offices located at 13018 Research Blvd, Suite A. Austin, Texas 78750, referred to herein as the “Owner,” and Williamson County, State of Texas, referred to herein as the “County.” The Owner and the County are hereinafter referred to collectively as the “Parties,” or individually as a “Party.”

RECITALS:

WHEREAS, the Owner is the record title holder of the property at 705 Limmer Loop Hutto, Texas 78634, and described as 19.39 acres of land, more or less, in Williamson County, Texas, as shown in the attached Exhibit “A” (the “Legal Description”), incorporated herein by reference for all purposes (the “Property”), and

WHEREAS, the Owner requested the City of Round Rock (“Round Rock”) annex the Property into its ETJ, which request Round Rock is considering; and

WHEREAS, Round Rock, acting by and through its City Council, with the advice of its City Utility Department, determined that the City had capacity to provide retail sewer service to the Property, and that it would be in the City’s interest to consider the Owner’s request to be added to the City’s ETJ and further considered for annexation; and

WHEREAS, Round Rock and the Owner have entered into a separate Development Agreement whereby (i) Round Rock has agreed to provide retail wastewater service to the Property as a Planned Unit Development or “PUD” pursuant to the applicable provisions of the Round Rock City Code and Ordinances, and (ii) to annex the Property once all requirements for annexation have been satisfied (the “Round Rock Agreement”); and

WHEREAS, a copy of the Round Rock Agreement (the “RR Agreement”) is incorporated herein by reference as Exhibit “B” for all purposes; and

WHEREAS, Owner has satisfied all of the statutory requirements for release from the Extra Territorial Jurisdiction (“ETJ”) of the City of Hutto, Texas, as prescribed by Senate Bill 2830 amending Sections 42.101 through 42.105, and 42.151 through 42.156, of the Texas Local Gov’t Code; and

WHEREAS, the County having received the RR Agreement and evidence of Owner’s compliance with SB 2830, is amenable to allow the City of Round Rock and the Owner to proceed with the development of the Property pursuant to the RR Agreement, subject to the terms set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, and the covenants and agreements hereinafter contained to be kept and performed by the respective Parties hereto, it is agreed as follows:

Part A. Provisions Related to Owner's Development, including Annexation:

Article I. Owner's Obligations Under this Agreement

1.01 Owner shall comply with the terms of the RR Agreement.

1.02 Owner agrees that in the event the Property becomes contiguous with the Round Rock City limits, and meets all requirements of annexation, Owner shall promptly apply for annexation into the City of Round Rock following receipt of written notice and instructions from Round Rock consistent with the Round Rock Agreement and Round Rock's subdivision jurisdiction pursuant to the terms of the 1445 Agreement between Round Rock and the County.

Article II. Compliance with County Subdivision Ordinances

2.01 Except as contemplated by the RR Agreement, and this Agreement, and the 1445 Agreement applicable to annexation into the Extra Territorial Jurisdiction of Round Rock, Owner agrees to comply with all of the County's applicable ordinances and regulations as they now exist or may be amended from time to time.

2.02 All roads, including driveways, parking lots, and related improvements located in or on the Property (the "Property Roads") (i) are, and shall continue to be "Private Roads," which shall be maintained, repaired and replaced as necessary at no expense to Williamson County. Owner acknowledges and agrees that the Property Roads shall never be accepted by the County for operation or maintenance.

2.03 Owner agrees that the Property Roads shall be maintained to standards adequate to support and facilitate access for emergency services vehicles (such as law enforcement, fire and EMS) in and on the Property.

Article III. Cooperation with Independent School Districts

3.01 Owner agrees to cooperate with the Hutto Independent School District ("Hutto ISD") in connection with property contiguous to or abutting the Property (the "Hutto ISD School Tract") to protect the safety of the students, faculty and authorized visitors to the Hutto ISD School Tract, including negotiating the following items with Hutto ISD:

- (i) construction of fencing between the Property and the Hutto ISD School Tract;
- (ii) providing reasonable pedestrian access along the perimeter of the Property abutting a road paralleling the boundary of the Property adjacent to the Hutto ISD School Tract as shown on the plat attached hereto as **Exhibit "D;"** and
- (iii) other safety related improvements to the Hutto ISD School Tract reasonably warranted as a direct result of the Owner's development of the Property, **PROVIDED** the improvement(s) is requested by the School Board, and justified to achieve the stated safety objective, and agreed to by the School Board, within the 12-month period following the commencement of development of the Property.

3.02 With the exception of in-kind contributions of land, or easements/right-of-way, or an extension of the deceleration lane along Limmer Loop owned by the Hutto ISD and required for the enhancement of the safety of the students, faculty and authorized visitors to the Hutto ISD School Tract, the reasonable, actual cost of any improvements constructed pursuant to this Section 3.01, unless otherwise agreed to, shall be paid for by Owner.

Article IV. Other Agreements with the County

4.01. Owner agrees to work cooperatively with the County and Hutto ISD to design and construct a shared driveway for the Property and the adjacent Hutto ISD School Tract according to County standards, including as necessary a right turn lane at the primary entrance to the Property and the Hutto ISD School Tract, generally in the location proposed to Hutto ISD and depicted on the Plats attached hereto as **Exhibit “E.”**

4.02 In the event Owner and Hutto ISD cannot come to agreement on the design and location of the proposed shared driveway entrance, Owner will coordinate with the County to develop and construct at Owner’s cost an acceptable entrance off of Limmer Loop into the Property along the frontage within Owner’s Property, including right and left turn lanes, generally in the location depicted on the Plat attached hereto as **Exhibit “F.”**

4.03 County Construction of Traffic Signal. The County has identified the need for a traffic signal (Signal) at the intersection of Limmer Loop and Bargello Place to mitigate the impacts of the additional traffic generated resulting from the development at the intersection. Upon occupancy of 150 dwelling units within the development, the County will procure and contract for the design and construction of a traffic signal at the intersection as well as manage the construction of the Signal. The County will submit the Signal plans and specifications to the Owner. Any changes or modifications to the plans will be submitted to the Parties for comment prior to commencing construction. The County will schedule periodic progress meetings as agreed to by the Parties. The County shall operate and maintain the traffic signal and all related appurtenances following the completion and acceptance of the construction of the traffic signal.

4.03.1 Funding Obligations. The estimated cost to design and construct the traffic signal at Limmer Loop and Bargello Place is approximately Six Hundred Thousand and No/100 Dollars (\$600,000). The Owner shall reimburse the County the sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00). The County shall contribute One Hundred and Fifty Thousand and No/100 Dollars (\$150,000.00). If the cost of the Signal is less than or more than Six Hundred Thousand and No/100 Dollars (\$600,000), the savings or additional costs shall be apportioned as follows: 75% to the Owner and 25% to the County.

4.03.2 Reimbursement Schedule. The County will transmit reimbursement requests to the Owner that clearly sets forth the benchmark payment due and, for requests associated with construction work, describe work done for which reimbursement is sought. Reimbursement requests will be sent pursuant to the following payment schedule: 33% upon construction contract award, 33% when construction is 50% complete (as determined by the value of the work completed to date against the contract amount) and 34% after the County issues a Certificate of Completion. The Owner shall remit payment to the County within thirty (30) days of receipt of a reimbursement request.

404 Insurance and Indemnification. Owner or Owner's contractor(s) shall obtain and maintain throughout any construction of any work in the County's right-of-way, which shall include but not be limited to construction of the shared driveway entrance for the Property and any safety related improvements, the insurance coverages stated in this section. Prior to commencement of any construction in the County's right-of-way, Owner or Owner's contractor(s) shall provide an insurance certificate acceptable to the County reflecting such insurance policies. Owner or Owner's contractor(s) shall not cause or permit any insurance policy to lapse or be cancelled prior to or during such construction and shall pay all premiums, deductibles and self-insured retentions, if any, stated in the policies. The insurance required in this section shall be written by a company with an AM Best rating of no less than a B+ VII and in good standing with the Texas State Board of Insurance shall be acceptable to the County. **"Williamson County, Texas, its officials, employees and agents" shall be named as additional insureds on all coverages required by this Section.** Owner or Owner's contractor(s) shall obtain and maintain the following insurance coverages:

(i) Commercial general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and a minimum \$2,000,000 aggregate including products and completed operations and contractual liability coverage.

(ii) Comprehensive business automobile liability insurance with a minimum combined single limit of \$500,000 including coverage for all owned, non-owned and hired autos.

405 Indemnity. OWNER SHALL, TO THE EXTENT OF ITS NEGLIGENCE, INDEMNIFY, AND HOLD THE COUNTY, ITS OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES, AND ANY AND ALL OTHER COSTS OR FEES ARISING OUT OF, OR INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER, OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, OR ANY OWNER'S INVITED PARTICIPANT OR ATTENDEE, ARISING FROM, ASSOCIATED WITH, OR OTHERWISE RELATING TO CONSTRUCTION PERFORMED BY OR ON BEHALF OF OWNER PURSUANT TO THIS AGREEMENT IN THE COUNTY'S RIGHT-OF-WAY, NO MATTER HOW, OR TO WHOM, SUCH LOSS MAY OCCUR. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF COUNTY, OR OWNER, (INCLUDING, BUT NOT LIMITED TO THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. MAINTENANCE OF THE INSURANCE REQUIRED UNDER THIS AGREEMENT SHALL NOT LIMIT OWNER'S OBLIGATIONS UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS CLAUSE APPLICABLE TO CONSTRUCTION PERFORMED FOR OR ON BEHALF OF THE OWNER SHALL CONTINUE TO APPLY NOTWITHSTANDING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.

4.05.1 Performance Bond. To ensure the construction of the shared driveway entrance for the Property and any safety related improvements is constructed according to according to County standards, Owner or Owner's contractor(s) shall obtain a performance bond in the amount of 100% of the costs of constructing the applicable improvements according to the calculations of a Registered Professional Engineer and name the County as an obligee or additional obligee. Upon acceptance of the improvements by the County, the Bond shall be released.

406 Owner agrees to provide or contribute right-of-way to property which Owner holds legal title, or otherwise has authority to convey to the County necessary to satisfy the requirements of this Article IV, and if needed, to use its best efforts to negotiate acquisition of third party owned

tract(s) at reasonable cost not to exceed fair market value and pay its pro rata share of the negotiated acquisition cost; and (ii) thereafter convey said right-of-way to the County.

Article V. Force Majeure

501 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence.

502 The term “force majeure” includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other incapacities of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty.

Article VI. Term

6.01 With the exception of the Agreement terms in Articles III and IV, as applicable, related to the Hutto ISD and the Hutto ISD School Tract, and Owner’s responsibility to maintain, repair and replace, as necessary, the Private Roads and improvements to the Property, this Agreement shall terminate on the date the Property is annexed into a municipality.

Part B. RR Development Agreement Terms

Article I. General Provisions

1.01 Conformity With Development Standards. All uses and development within the Property shall conform to the Development Standards included in both the RR Agreement, and this Agreement.

1.02 Changes And Modifications. No changes or modifications will be made to the Agreement, or in the RR Agreement, unless all provisions pertaining to changes or modifications comply with both the RR Agreement and this Agreement.

1.03 Violations. Owner understands that Owner, and any person, firm, corporation, or other entity violating any conditions or terms of the Agreement shall be subject to any and all penalties for the violation of any zoning ordinance provisions applicable to the development pursuant to the RR Agreement, or as applicable, County Ordinances and Regulations. Furthermore,

County may pursue any other remedies that may be available at law or in equity (including suit for specific performance or other equitable relief, if appropriate) in the event Owner or any person, firm, corporation, or other entity violate any conditions or terms of this Agreement.

Article II. Development Standards

201 Definitions. Words and terms used herein shall have their usual force and meaning, or as defined in the RR Agreement.

202 Property: Legal Lot.

2021 Legal Description. This Agreement covers approximately 19.39 acres of land, more particularly described in **Exhibit “A.”**

2022 Legal Lot. The Parties acknowledge and agree that the Property is configured as a “legal lot;” **PROVIDED, HOWEVER,** that Owner in its sole discretion may further subdivide the Property by filing appropriate applications and site plans for review and approval, or submit a final plat, for approval by the City of Round Rock, or the entity having subdivision platting jurisdiction at the time of the subdivision request.

2023 Preliminary Site Development. A copy of the Concept Plan is attached hereto, and incorporated herein for all purposes, as **Exhibit “G.”** The Parties agree that the need, if any, for the Property to undergo a Preliminary Site Development Permit process will be addressed pursuant to the RR Agreement.

203 Purpose. The purpose of this Part B. is to ensure the development of the Property consistent with the RR Agreement, and this Agreement: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements of the City of Round Rock, 2) minimizes any undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

204 Applicability Of Round Rock Ordinances.

2041 Zoning Ordinance. All aspects not specifically covered by this Agreement shall be regulated by the City of Round Rock’s **TH (Townhouse)** zoning district Code, as amended. If there is a conflict between this Agreement and the Code, this Agreement shall supersede the specific conflicting provisions of the Code.

2042 Other Ordinances. Except as provided for in, or inconsistent with either the RR Agreement or this Agreement, the Owner shall comply with applicable County Ordinances. In the event of a conflict, the terms of this Agreement and the RR Agreement shall control.

205 Project Overview.

205.1 Land Use

- (a) Consistent with the RR Agreement, the residential housing type shall be single family attached or detached units on a common lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.
- (b) A maximum of 200 units shall be allowed.

206 Development Standards. The development of the Property shall be accomplished in accordance with the standards prescribed in the RR Agreement.

207 Inspections/Compliance Letters. Owner shall, at its sole cost, cause the development of the Property, and all onsite improvements and infrastructure facilities, to be designed, engineered, and constructed according to the requirements contemplated by the RR Agreement. The Owner shall, at its sole cost, engage a duly licensed and qualified inspector approved by Round Rock (the "Inspector") (i) to review the plans for construction to verify compliance with the requirements of the RR Agreement and this Agreement prior to commencement of construction, and (ii) during construction to inspect the ongoing construction and certify to both the City and County the Owner's compliance with the applicable development requirements prescribed by both the RR Agreement and this Agreement. Upon completion of construction, the Owner shall cause its Inspector or Engineer to issue signed and sealed letters of conformance to both Round Rock and the County confirming the Development's compliance with both the RR Agreement and this Agreement.

Part C. Miscellaneous Provisions

1.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

1.02 (a) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

(b) This Agreement shall be assignable by either Party, **PROVIDED**, that (i) the Assignee is qualified legally, financially and technologically to fulfill all of the duties, obligations, responsibilities and liabilities of the assignor, and (ii) the assigning Party presents the non-assigning Party with a fully executed copy of the assignment agreement between the assigning Party and the assignee in which the assignee affirmatively agrees to accept and fully perform all of the assigning Party's duties, obligations, responsibilities and liabilities under this Agreement,

(c) For purposes of this Agreement, the term **Owner** shall mean 705 LimmerLoop JV, LLC, a Texas limited liability company, with offices located at 13018 Research Blvd, Suite A., Austin, Texas 78750, and its respective successors and designated assigns. Upon sale, transfer or conveyance of all or any portion of the Property by Owner to a designated third party owner/developer, the duties and obligations of the Owner, as it relates to the respective Property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties, obligations, responsibilities and liabilities hereunder, the

respective selling or assigning Owner shall have no further liability relating to the respective Property so sold and conveyed.

1.03 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.04 All obligations under this Agreement are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

1.05 This Agreement, including the terms of the RR Agreement appended hereto as Exhibit B, constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter.

IN WITNESS HEREOF, the Parties have executed this Development Agreement in two (2) counterparts, each of which will be deemed an original, on this the ____ day of June, 2025.

SIGNATURE PAGES FOLLOW

Owner:

705 LIMMERLOOP JV, LLC,
a Texas limited liability company

By: 

Name: James Kandasamy

Title: Manager

Owner's Address:

13018 Research Blvd
Suite A
Austin, Texas 78750

Williamson County, Texas

By: _____
Steven Snell, County Judge

County's Address:

405 Martin Luther King Street
Georgetown, TX 78626-4901

Attest:

Nancy E. Rister, County Clerk

For the County, Approved as to Form:

Dee Hobbs, County Attorney

Table of Exhibits

Exhibit	Description
A	Metes & Bounds Description of the Property
B	Executed Round Rock Development Agreement
C	Property Vicinity Site Map Identifying the Connection Point to City's Wastewater System
D	Plat Depicting Location of Potential Pedestrian Access to be Proposed to Hutto ISD
E	Plat Depicting Location of Potential Entrance Turning Lanes for School/Property to be Proposed to Hutto ISD
F	Plat Depicting Alternative Location of Potential Entrance to Owners Property from Limmer Loop Frontage, Including Right and Left Turn Lanes.
G	Concept Plan for Property

EXHIBIT "A" PROPERTY DESCRIPTION

19.400 ACRES OUT OF THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 27.89 ACRE TRACT CONVEYED TO O'BARR ROST, BY DEED OF RECORD IN DOCUMENT NO. 2005020886, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 19.400 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found at the northeast corner of said 27.89 acre tract, being a southeast corner of that certain 24.953 acre tract conveyed to Hutto Independent School District, by Deed of record in Document No. 2006092942, of said Official Public Records, also being the southwest corner of that certain 10.023 acre tract conveyed to 5000 Limmer Loop Investments LLC, by Deed of record in Document No. 2020166901, of said Official Public Records, also being the northwest corner of that certain 20.408 acre tract conveyed to 5000 Limmer Loop Investments LLC, by Deed of record in Document No. 2020166900, of said Official Public Records, for the northeasterly corner hereof;

THENCE, along the west line of said 20.408 acre tract, being the east line of said 27.89 acre tract, the following two (2) courses and distances:

1. S21°30'21"E, a distance of 711.55 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;
2. S21°37'37"E, a distance of 75.83 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for the most easterly southeast corner hereof;

THENCE, leaving the west line of said 20.408 acre tract, over and across said 27.89 acre tract, the following two (2) courses and distances:

1. S75°25'32"W, a distance of 109.89 feet to a 1/2-inch iron rod found, for an angle point;
2. S03°08'47"E, a distance of 11.54 feet to a 1/2-inch iron found at an angle point on an Interior line of said 27.89 acre tract, being the northeast corner of that certain 2.488 acre tract conveyed to Juan Arriaga and Guadalupe Montes, by Deed of record in Document No. 2021043825, of said Official Public Records, for an angle point;

THENCE, continuing over and across said 27.89 acre tract, along the north and west lines of said 2.488 acre tract, the following four (4) courses and distances:

1. S75°26'21"W, a distance of 331.14 feet to a 1/2-inch iron rod found at the northwest corner of said 2.488 acre tract, for an angle point;
2. S07°35'48"W, a distance of 253.86 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;
3. N87°20'53"E, a distance of 97.02 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;
4. S28°03'38"W, a distance of 326.25 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the northeast corner of that certain 0.036 acre tract conveyed to Williamson County, by Deed of record in Document No. 2007005127, of said Official Public Records, being in the north right-of-way line of Limmer Loop, for the most southerly southeast corner hereof;

THENCE, continuing over and across said 27.89 acre tract, along said north right-of-way line and the north line of said 0.036 acre tract, the following two (2) courses and distances:

1. Along a non-tangent curve to the right, having a radius of 3960.00 feet, a central angle of 00°55'41", an arc length 64.14 feet, and a chord which bears N89°35'09"W, a distance of 64.14 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the end of said curve; 2. N89°27'18"W, a distance of 101.30 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the northwest corner of said 0.036 acre tract, being in the west line of said 27.89 acre tract, also being a southeast line of said 24.953 acre tract, for the southwesterly corner hereof;

THENCE, N21°38'56"W, along a southeast line of said 24.953 acre tract, being the west line of said 27.89 acre tract, a distance of 1224.55 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for the northwesterly corner of said 27.89 acre tract and hereof;

THENCE, N73°31'38"E, along a southeast line of said 24.953 acre tract, being the north line of said 27.89 acre tract, a distance of 880.88 feet to the POINT OF BEGINNING, and containing 19.400 acres (845,074 square feet) of land, more or less.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE LEGAL DESCRIPTION CONTAINED IN SCHEDULE "A" AS TO AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMAL IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE "B" HEREOF.

For Informational Purposes only; More commonly known as

705 LIMMER LOOP HUTTO, TEXAS 78634

Exhibit B



Mayor
Craig Morgan

Mayor Pro-Tem
Kristin Stevens

Councilmembers
Michelle Ly
Rene Flores
Melissa Fleming
Frank Ortega
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephanie L. Sandre

June 14, 2024

705 Limmer Loop JV LLC
Attn: James Kandasamy, Manager
13018 Research Blvd., Suite A
Austin, TX 78750

Dear Mr. Kandasamy,

On June 13, 2024, the Round Rock City Council approved Resolution No. R-2024-136 which approved the Development Agreement between 705 Limmer Loop JV LLC and the City of Round Rock, Texas.

Enclosed is a fully executed original for your files. If you have any questions, please feel free to contact Bradley Dushkin, Director of Planning and Development Services at 512-671-2728.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christina Stewart".

Christina Stewart
City Clerk's Office

cc: R-2024-136

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), is made and entered by and between **705 Limmer Loop JV, LLC**, a Texas limited liability company, with offices located at 13018 Research Blvd, Suite A. Austin, Texas 78750, referred to herein as the "Owner," and the **City of Round Rock, Texas**, a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Owner and the City are hereinafter referred to collectively as the "Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Owner is the record title holder of the property at 705 Limmer Loop Hutto, Texas 78634, and described as 19.39 acres of land, more or less, in Williamson County, Texas, as shown in the attached Exhibit "A" (the "Legal Description"), incorporated herein by reference for all purposes (the "Property"), and

WHEREAS, the City has determined that it is desirable for the Property to be developed as described herein and to receive wastewater service within the Property from the City notwithstanding the fact that the Property is located adjacent to but outside the City's corporate limits and certificated service area, and

WHEREAS, the City does not have an existing Out-of-City Wastewater Service Agreement with the Owner to provide wastewater service to the Property, and

WHEREAS, the Owner and the City desire to enter into this Agreement to formalize the terms by which the Property will be developed and the terms in which the City will provide up to one hundred forty-two (142) living unit equivalents ("LUEs") of wastewater service to the Property, and

WHEREAS, on November 1, 2023, the Owner petitioned the City of Hutto for release from the Hutto ETJ (Extra Territorial Jurisdiction) pursuant to Sections 42.101 through 42.105, Tex. Local Gov't Code, to facilitate inclusion in the City of Round Rock's ETJ and eventual annexation; and

WHEREAS, Hutto failed to act to grant the Petition so the release from the ETJ became effective by operation of law following the 45th day, December 17, 2023, pursuant to Section 42.105 (d), Tex. Local Gov't Code, and

WHEREAS, pursuant to the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, the City Council hereby determines that there is adequate capacity of wastewater treatment services available for the purpose of servicing the Property without impairing services within the City;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, and the covenants and agreements hereinafter contained to be kept and performed by the respective Parties hereto, it is agreed as follows:

R-2024-136

Part A. Provisions Related to Retail Wastewater Services:

Article I. Customer's Obligations Under this Agreement

1.01 Owner shall be required to construct and install a standard wastewater service line which will connect with the City wastewater line in the location shown on Exhibit "B." Owner's line shall be designed and constructed to engineering specifications required by the City to ensure compatibility with the City's wastewater system.

1.02 Once the Owner's wastewater line connection design has been approved by the City via Building Permit in accordance with the City's adopted regulations, the Owner shall construct said connection. Once this connection has received a passing inspection by the City, the Owner shall dedicate the portion of the wastewater line from the point of connection to the City's line up to the meter on the Property by recorded conveyance and utility easement to the City. The City shall thereafter assume responsibility for the operation and maintenance of the Owner's wastewater line connection up to the meter.

1.03 Owner shall be responsible for securing sufficient rights allowing for the construction, installation, operation, maintenance, inspection, reconstruction, enlargement, relocation, rebuilding, repairing, and removal of a wastewater system and lines, together with all necessary lines, pipes, conduits, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across any necessary areas of private or public property to connect to the City's wastewater line. Such rights shall not conflict with any existing easements held by the City.

1.04 Owner shall comply with all requirements of the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, regarding the furnishing of sewer services outside the city limits. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement after providing Owner with written notice of the alleged violation and Owner's failure to cure or commence steps to cure within thirty (30) calendar days of receipt of the Notice.

1.05 Owner agrees that in the event the Property becomes contiguous with the City limits of Round Rock, Texas, and meets all requirements of annexation, the owner of the Property shall promptly apply for annexation into the City following receipt of written request and instructions from the City, and cooperate fully with the annexation of the Property into the City and any zoning requirements of the City.

Article II. Provision of Wastewater Services

2.01 The City agrees to provide Owner wastewater service as required by Owner for domestic use on an as needed basis for the Property for up to one hundred forty-two (142) Living Unit Equivalents ("LUEs").

2.02 The wastewater service to be provided herein is exclusively for the Property as defined herein and described in Exhibit "A," and no other property.

Article III. Rates and Fees

3.01 Prior to connecting to the City's wastewater system, Owner agrees to pay the City a one-time wastewater connection fee of four hundred fourteen thousand, seven hundred eighty-two dollars (\$414,782.00) based upon 142 LUEs at \$2,921.00 each, and any associated inspection fees. Any additional service resulting from future additions built on the Property shall require Owner to pay additional fees in amounts set forth in Zoning and Development Code, Chapter 4, Article VI, Sec. 4-82, Code of Ordinances (2018 Edition), City of Round Rock, Texas, as may be amended from time to time.

3.02 Owner agrees to pay the City for all wastewater services provided to Owner at the rate authorized by Chapter 44, Article II, Sec. 4-34, Code of Ordinances (2018 Edition), City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City. Consistent with that provision, the volume charge shall be the rate for residential customers located outside the corporate limits of the City. Because the Property is served with water from Jonah SUD, the wastewater service will be calculated based on the Owner's average water consumption for December, January, and February of each winter, as determined from Jonah SUD's water bills. Owner agrees to provide the City with copies of the aforesaid bills by April 1, of each year.

3.03 The City shall render monthly bills to Owner for wastewater services. Payment shall be made no later than the sixteenth (16th) day following the postmark date of the mailing of the bill. Failure by Owner to make a payment when and as specified will give the City the option to terminate all obligations of the City under this Agreement, following the City's providing written notice of default to the Owner (the "Default Notice") and Owner's failure to cure the default within five (5) business days of the date of receipt of the Default Notice.

3.04 Owner shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

4.01 Owner agrees to comply with all of the City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the wastewater treatment system.

4.02 Owner agrees to pay the one-time wastewater connection fee as set forth in Section 3.01 of this Agreement, and to pay all other fees applicable to wastewater service.

4.03 Owner agrees and understands that the City's willingness to provide wastewater service to the Property is expressly contingent on the Property being used for residential purposes. Owner shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

4.04 Owner agrees that it will comply with all of the applicable City ordinances regarding subdivision, zoning, development, and building permits as set forth herein.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Owner for failure to provide wastewater service due to an inability covered by this article. Force majeure shall not relieve Owner of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

6.01 The term of this Agreement shall be for a term of twenty (20) years from the date hereof.

6.02 This Agreement for wastewater service to the Property shall become null and void upon the annexation of the Property by the City. Post-annexation the City shall provide wastewater service to the Property as an in-City customer.

Part B. Development Plan

Article I. General Provisions

1.01 Conformity With Development Standards. All uses and development within the Property shall conform to the Development Standards included in Article II of Part B., below.

1.02 Changes And Modifications. No changes or modifications will be made to the terms and conditions of this Development (the "Plan") unless all provisions pertaining to changes or modifications are specifically stated in Article II below.

1.03 Zoning Violation. Owner understands that any zoning violation shall be considered a material breach of this Agreement.

1.04 Miscellaneous Provisions.

1.04.1 Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

1.04.2 Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

1.04.3 Effective Date

This Plan shall be effective from and after the date of approval of this Agreement by the City Council.

Article II. Development Standards

2.01 Definitions.

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, hereinafter referred to as “the Code.”

2.02 Property; Legal Lot.

2.02.1 Legal Description

This Plan covers approximately 19.39 acres of land and more particularly described in Exhibit “A.”

2.02.2 Legal Lot

The Parties acknowledge and agree that the Property is configured as a “legal lot” and, as such, the City agrees that upon annexation of the Property as contemplated by Article I, Section 1.05, of Part A. of this Agreement, the Property is not, and shall not, be subject to mandatory platting requirements under either Chapters 212 or 232, Tex. Local Gov’t Code, or any City ordinances; **PROVIDED, HOWEVER,** that Owner in its sole discretion may further subdivide the Property by filing appropriate applications and site plans for the City’s review and approval, or submit a final plat to the appropriate governing body.

2.02.3 Preliminary Site Development

The Parties agree that the need, if any, for the Property to undergo a Preliminary Site Development Permit process will be addressed at the pre-submittal meeting.

Assuming the concept plan for the Property is sufficient, the Parties agree that the Preliminary Site Development Permit process can be waived for this Property.

2.03 Purpose.

The purpose of this Plan is to ensure a residential development that: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

2.04 Applicability Of City Ordinances.

2.04.1 Zoning Ordinance

All aspects not specifically covered by this Plan shall be regulated by the **TH (Townhouse)** zoning district, as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

2.04.2 Other Ordinances

All other Ordinances within the Code, as applicable and as amended, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control.

2.05 Project Overview.

2.05.1 Land Use:

- (a) The residential housing type shall be single family attached or detached units on a common lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.
- (b) A maximum of 200 units shall be allowed.

2.06 Development Standards.

2.06.1 Garage Door Treatment

An upgraded garage door, defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door, shall be required.

2.06.2 Yard Fencing

- (a) Single family unit fencing shall be constructed of the following materials: brick, stone, reinforced concrete, decorative masonry, wrought iron, tubular steel, redwood, or cedar with a picket size of 1" x 6" with metal posts and treated rails, or other equivalent materials approved by the Zoning Administrator.
- (b) All fences shall provide a finished face to abutting drive aisles.
- (c) Fences shall not conflict with sight visibility triangles at drive aisle intersections or obstruct views from adjacent driveways.
- (d) Fence posts for all new fences shall be constructed of rust-resistant metal parts, concrete based masonry, or concrete pillars of sound structural integrity.
- (e) Fence posts and fence panels for non-wood fences shall be capped.
- (f) Maximum fence height: six (6) feet.

2.06.3 Perimeter Fencing

A subdivision wall, in compliance with Section 4-30 of the Code, shall be constructed along perimeter of the Property except for the Limmer Loop frontage of the Property, as indicated on **Exhibit "C"**.

2.07 Building Setbacks & Separation.

2.07.1 Building separation shall be a minimum of 6 feet, measured from roof eave to roof eave, or a minimum of 3 feet, measured from the assumed lot line to the roof eave, unless the eaves are one hour fire-rated and the decking is fire retardant for the length of the roof or as otherwise approved by the building official.

2.07.2 The minimum building setback from any property boundary shall be 10 feet.

2.08 Private Drive Aisles; Alleys.

2.08.1 A minimum width of 26 feet from 'face of curb' to 'face of curb.'

2.08.2 Private drive aisles will be constructed according to the currently adopted City of Round Rock Transportation Criteria Manual for the purposes of pavement design including but not limited to, geotechnical reports, asphalt thickness, flexible base type and thickness, and subgrade preparation and thickness.

2.09 Design Features.

On two story homes with a rear side facing any property boundary, the following shall be required on the second-floor elevation:

2.09.1 One window enhancement from the following list:

- (a) Shutters
- (b) Awnings or shed roofs
- (c) Window trim
- (d) Arch windows

2.09.2 One design feature from the following list:

- (a) Board and batten siding
- (b) Balcony
- (c) Building offset
- (d) Box window

2.10 Parking.

2.10.1 A total of four (4) resident parking spaces per unit are required:

- (a) 2 garage enclosed parking spaces
- (b) 2 parking spaces located in front of the garage and outside of the private access drive

2.10.2 Guest parking shall be provided on the basis of a minimum of one (1) guest parking space for every ten (10) residential buildings.

2.11 Amenities Requirement.

A total of four (4) amenities accessible to all residents shall be provided. Amenities shall be chosen from the list contained in Section 2-20(f) of the City Code.

- Fenced Dog Park
- Swimming Pool
- Picnic Area 1
- Picnic Area 2

2.12 Park Land Requirement.

In lieu of any parkland dedication from the Property, Owner agrees to pay the City the Parkland Impact Fee of four thousand dollars per acre (\$4,000.00/acre) commensurate with the tract acreage within the Development.

2.13 Protected Tree Size.

Trees having a diameter of 20 inches, or more, are protected trees for the purpose of applying Chapter 8, Article III – Tree Protection and Preservation.

2.14 Landscaping.

The landscape development standards outlined in Section 46-195, Landscaping, shall apply, with the following modifications:

2.14.1 All development areas, including residential, which include turf shall utilize Drought Tolerant Turf Grasses, as defined by the Code.

2.14.2 Plant material shall be of a native and/or adapted species, including those selected from *Native and Adapted Landscape Plants, an Earth-Wish Guide for Central Texas*, created by the Texas Cooperative Extension, Grow Green and the Lady Bird Johnson Wildflower Center.

2.14.3 Each single family attached dwelling unit shall be provided with a minimum of one (1) tree two-inch (2") caliper large species trees, whether through the preservation of existing trees or planting of two-inch (2") caliper container-grown trees.

2.15 Changes to Development Plan.

2.15.1 Minor Changes

Minor changes to this Plan which do not substantially and adversely change this Plan may be approved administratively by the Director of Planning and Development Services.

2.15.2 Major Changes

All changes not permitted above at the sole discretion of the Director of Planning and Development Services shall require an amendment to this Agreement.

2.16 Roadway Improvement Fee.

Owner agrees to pay the City a roadway improvement fee, in lieu of constructing roadway improvements or dedicating land from the Property, equal to seven hundred twenty-four thousand, four hundred seventy-four dollars (\$724,474.00). Said payment to be made contemporaneously with the Owner's payment of its wastewater connection fee payment to the City.

2.17 Inspections/Compliance Letters.

Owner shall, at its sole cost, cause the Development, and all onsite improvements and infrastructure facilities, to be designed, engineered, and constructed according to City development requirements as stated herein. This includes all residential structures and units, which shall comply with the latest version of the International Building Code as adopted by the City prior to occupancy.

During the course of construction, the Owner shall, at its sole cost, engage a duly licensed and qualified inspector (the "Inspector") to inspect the ongoing construction and certify to the City the Owner's compliance with all development standards included in this agreement and the International Building Code. Upon completion of construction, the Owner shall cause its Inspector or Engineer to issue signed and sealed letters of conformance confirming the Development's compliance.

Part C. Miscellaneous Provisions Applicable to Both the Provision of Wastewater Services & Development Terms

1.01 Owner is prohibited from selling or giving wastewater service purchased herein to anyone else located outside of the Property.

1.02 Owner shall be permitted to assign its rights herein to a bona fide purchaser of the Property, or any portion of the Property, as long as the intended use of the service and the Property remains the same or similar.

1.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

1.04 (a) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

(b) This Agreement shall be assignable by either Party with the consent of the other Party, which said consent shall not be unreasonably withheld, PROVIDED, that (i) the Assignee is qualified legally, financially and technologically to fulfill all of the duties, obligations, responsibilities and liabilities of the assignor, and (ii) the assigning Party presents the non-assigning Party with a fully executed copy of the assignment agreement between the assigning Party and the assignee in which the assignee affirmatively agrees to accept and fully perform all of the assigning Party's duties, obligations, responsibilities and liabilities under this Agreement,

(c) For purposes of this Agreement, the term **Owner** shall mean 705 Limmer Loop JV, LLC, a Texas limited liability company, with offices located at 13018 Research Blvd, Suite A., Austin, Texas 78750, and its respective successors and designated assigns. Upon sale, transfer or conveyance of all or any portion of the Property by Owner to a designated third party owner/developer, the duties and obligations of the respective Owner, as it relates to the respective Property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties, obligations, responsibilities and liabilities hereunder, the

respective selling or assigning Owner shall have no further liability relating to the respective Property so sold and conveyed.

1.05 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.06 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter.

1.07 The violation by Owner of any of City's ordinances related to the use or disposition of wastewater, or to subdivision, zoning, development or building ordinances shall render this Agreement voidable at the option of City; provided the City gives written notice of the violation to Owner consistent with the requirements of A.I. 3.03 of this Agreement, and Owner fails to cure, or initiate good faith diligent efforts to cure within five (5) business days.

1.08 The Parties agree that the review of this Agreement and any required platting or permitting review can be accomplished concurrently to facilitate the efficient and timely completion of the objectives of this Agreement.

IN WITNESS HEREOF, the parties have executed this Development Agreement in two (2) counterparts, each of which will be deemed an original on this the 13th day of JUNE 2024.

SIGNATURE PAGES FOLLOW

Owner:

705 LIMMER LOOP JV LLC,
a Texas limited liability company

By: 

Name: James Kandasamy

Title: Manager

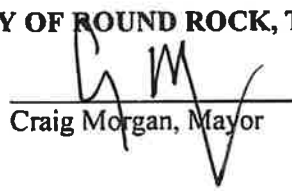
Owner's Address:

13018 Research Blvd
Suite A
Austin, Texas 78750

City:

CITY OF ROUND ROCK, TEXAS

By:


Craig Morgan, Mayor

Attest:


Megan Spinks, City Clerk

For City, Approved as to Form:


Stephanie L. Sandre, City Attorney

Table of Exhibits

Exhibit	Description
A	Metes & Bounds Description of the Property
B	Property Vicinity Site Map Identifying the Connection Point to City's Wastewater System
C	Concept Plan for Property

EXHIBIT A

Metes & Bounds Description of the Property

EXHIBIT "A" PROPERTY DESCRIPTION

19.400 ACRES OUT OF THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 27.89 ACRE TRACT CONVEYED TO O'BARR ROST, BY DEED OF RECORD IN DOCUMENT NO. 2005020886, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 19.400 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-Inch Iron rod found at the northeast corner of said 27.89 acre tract, being a southeast corner of that certain 24.953 acre tract conveyed to Hutto Independent School District, by Deed of record in Document No. 2006092942, of said Official Public Records, also being the southwest corner of that certain 10.023 acre tract conveyed to 5000 Limmer Loop Investments LLC, by Deed of record in Document No. 2020166901, of said Official Public Records, also being the northwest corner of that certain 20.408 acre tract conveyed to 5000 Limmer Loop Investments LLC, by Deed of record in Document No. 2020166900, of said Official Public Records, for the northeasterly corner hereof;

THENCE, along the west line of said 20.408 acre tract, being the east line of said 27.89 acre tract, the following two (2) courses and distances:

1. S21°30'21"E, a distance of 711.55 feet to a 1/2-Inch Iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;
2. S21°37'37"E, a distance of 75.83 feet to a 1/2-Inch Iron rod with "Dashner RPLS 5901" stainless steel cap set, for the most easterly southeast corner hereof;

THENCE, leaving the west line of said 20.408 acre tract, over and across said 27.89 acre tract, the following two (2) courses and distances:

1. S75°25'32"W, a distance of 109.89 feet to a 1/2-Inch Iron rod found, for an angle point;
2. S03°08'47"E, a distance of 11.54 feet to a 1/2-Inch Iron found at an angle point on an interior line of said 27.89 acre tract, being the northeast corner of that certain 2.488 acre tract conveyed to Juan Arriaga and Guadalupe Montes, by Deed of record in Document No. 2021043825, of said Official Public Records, for an angle point;

THENCE, continuing over and across said 27.89 acre tract, along the north and west lines of said 2.488 acre tract, the following four (4) courses and distances:

1. S75°26'21"W, a distance of 331.14 feet to a 1/2-Inch Iron rod found at the northwest corner of said 2.488 acre tract, for an angle point;
2. S07°35'48"W, a distance of 253.86 feet to a 1/2-Inch Iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;
3. N87°20'53"E, a distance of 97.02 feet to a 1/2-Inch Iron rod with "Dashner RPLS 5901" stainless steel cap set, for an angle point;
4. S28°03'38"W, a distance of 326.25 feet to a 1/2-Inch Iron rod with "Dashner RPLS 5901" stainless steel cap set at the northeast corner of that certain 0.036 acre tract conveyed to Williamson County, by Deed of record in Document No. 2007005127, of said Official Public Records, being in the north right-of-way line of Limmer Loop, for the most southerly southeast corner hereof;

THENCE, continuing over and across said 27.89 acre tract, along said north right-of-way line and the north line of said 0.036 acre tract, the following two (2) courses and distances:

1. Along a non-tangent curve to the right, having a radius of 3960.00 feet, a central angle of 00°55'41", an arc length 64.14 feet, and a chord which bears N89°35'09"W, a distance of 64.14 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the end of said curve; 2. N89°27'18"W, a distance of 101.30 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set at the northwest corner of said 0.036 acre tract, being in the west line of said 27.89 acre tract, also being a southeast line of said 24.953 acre tract, for the southwesterly corner hereof;

THENCE, N21°38'56"W, along a southeast line of said 24.953 acre tract, being the west line of said 27.89 acre tract, a distance of 1224.55 feet to a 1/2-inch iron rod with "Dashner RPLS 5901" stainless steel cap set, for the northwesterly corner of said 27.89 acre tract and hereof;

THENCE, N73°31'38"E, along a southeast line of said 24.953 acre tract, being the north line of said 27.89 acre tract, a distance of 880.88 feet to the POINT OF BEGINNING, and containing 19.400 acres (845,074 square feet) of land, more or less.


NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE LEGAL DESCRIPTION CONTAINED IN SCHEDULE "A" AS TO AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMAL IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE "B" HEREOF.

For Informational Purposes only; More commonly known as

705 LIMMER LOOP HUTTO, TEXAS 78634

EXHIBIT B

Property Vicinity Site Map Identifying the Connection Point to City's Wastewater System



VICINITY MAP
Scale: 1 inch equals 5 miles

LEGEND

- Lift Stations
- Gravity Sewer Mains
- Force Mains
- Tract
- CIP - McNitt Creek WW Segment D2
- City Limits
- ETJ Boundary

**ROUND ROCK
SEWER MAP**

**705 LIMMER LOOP
WILLIAMSON COUNTY**

1 inch = 800 feet

**QUIDDITY
ENGINEERING**

Disclaimer: This plan is offered for informational purposes only 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 features. The information shown on this plan was derived from publicly available data and is not guaranteed to be accurate. The information shown on this plan is for informational purposes only and should not be used for any other purpose. The information shown on this plan is not a substitute for a professional engineering or surveying examination. The information shown on this plan is not a substitute for a professional engineering or surveying examination. The information shown on this plan is not a substitute for a professional engineering or surveying examination.

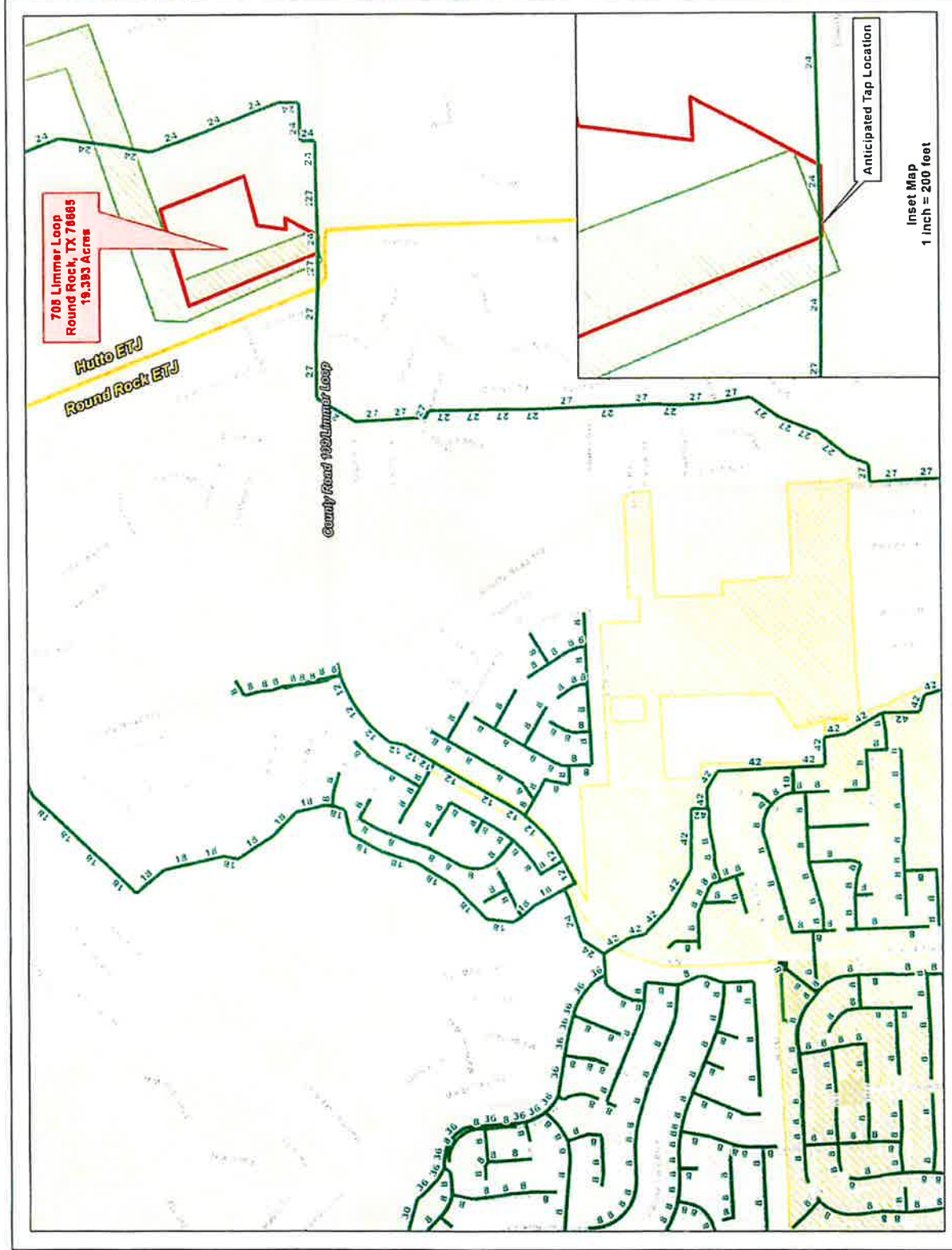


EXHIBIT C

Concept Plan for Property

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, AND IBCS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, AND IBCS.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, AND IBCS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, AND IBCS.

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LIMMER LOOP BTR

ROUND ROCK TX
AK23004

CONTRACT NO.
91000000

DATE: 01/11/2023

PROJECT: LIMMER LOOP BTR

ARCHITECT: EVstudio

ARCHITECTURAL
SITE PLAN

A100



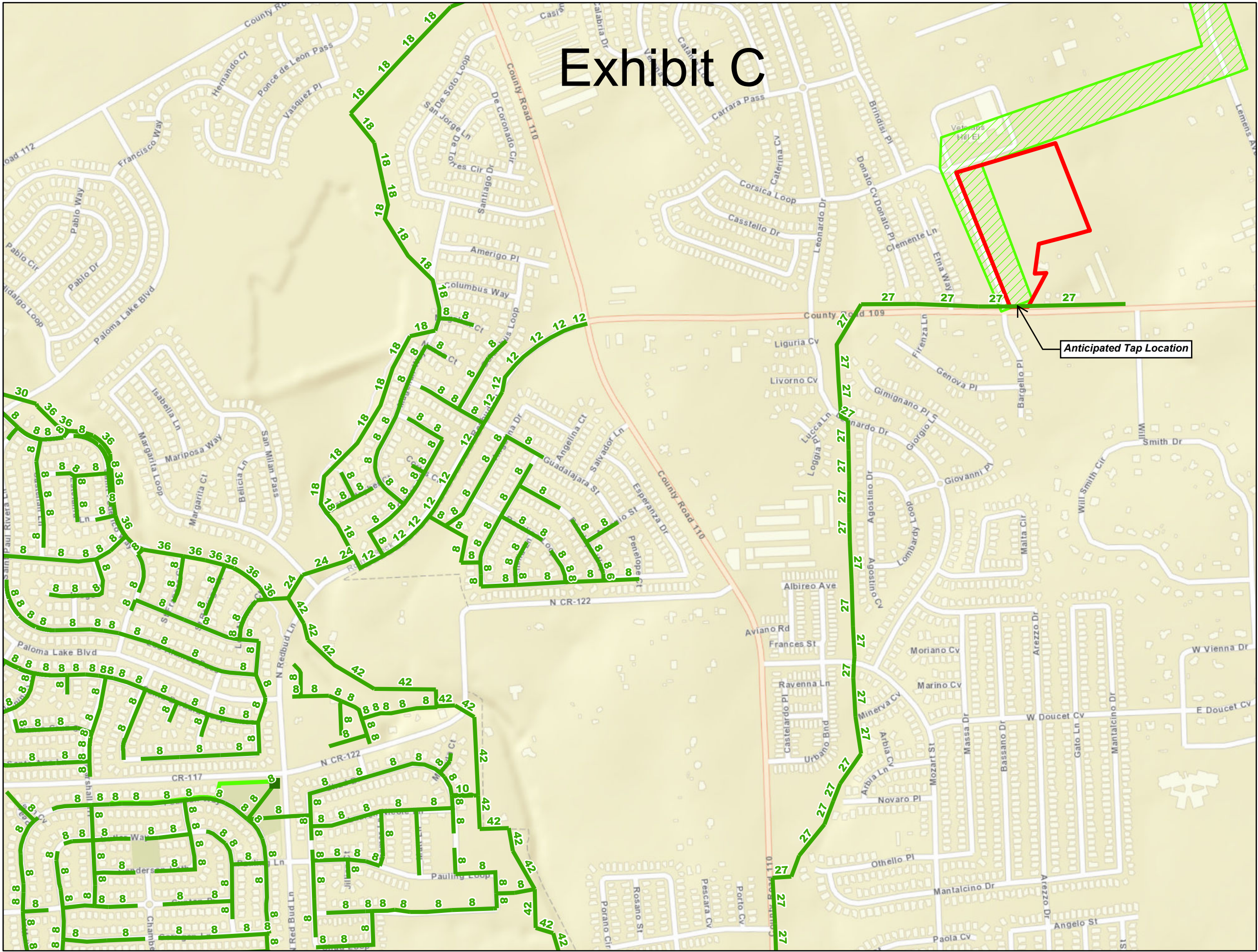
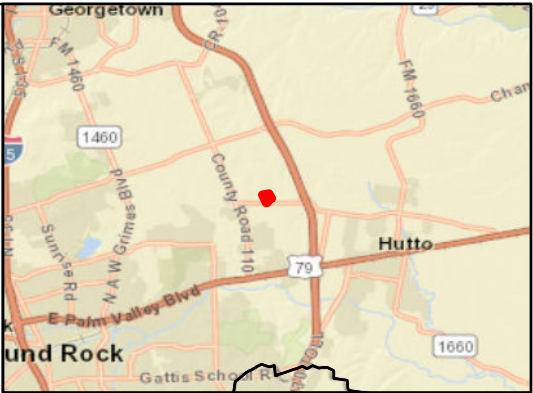


Exhibit C



VICINITY MAP

Scale: 1 inch equals 5 miles

LEGEND

- Lift Stations
- Gravity Sewer Mains
- Force Mains
- CIP - McNutt Creek WW Segment D2
- Tract

ROUND ROCK SEWER MAP

705 LIMMERLOOP LLC
19.40 ACRES
WILLIAMSON COUNTY



1 inch = 800 feet

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.



Texas Board of Professional Engineers Registration No. F-23290

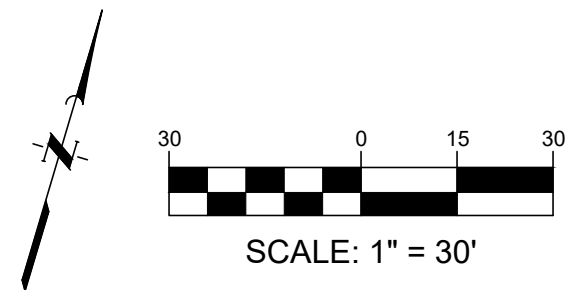
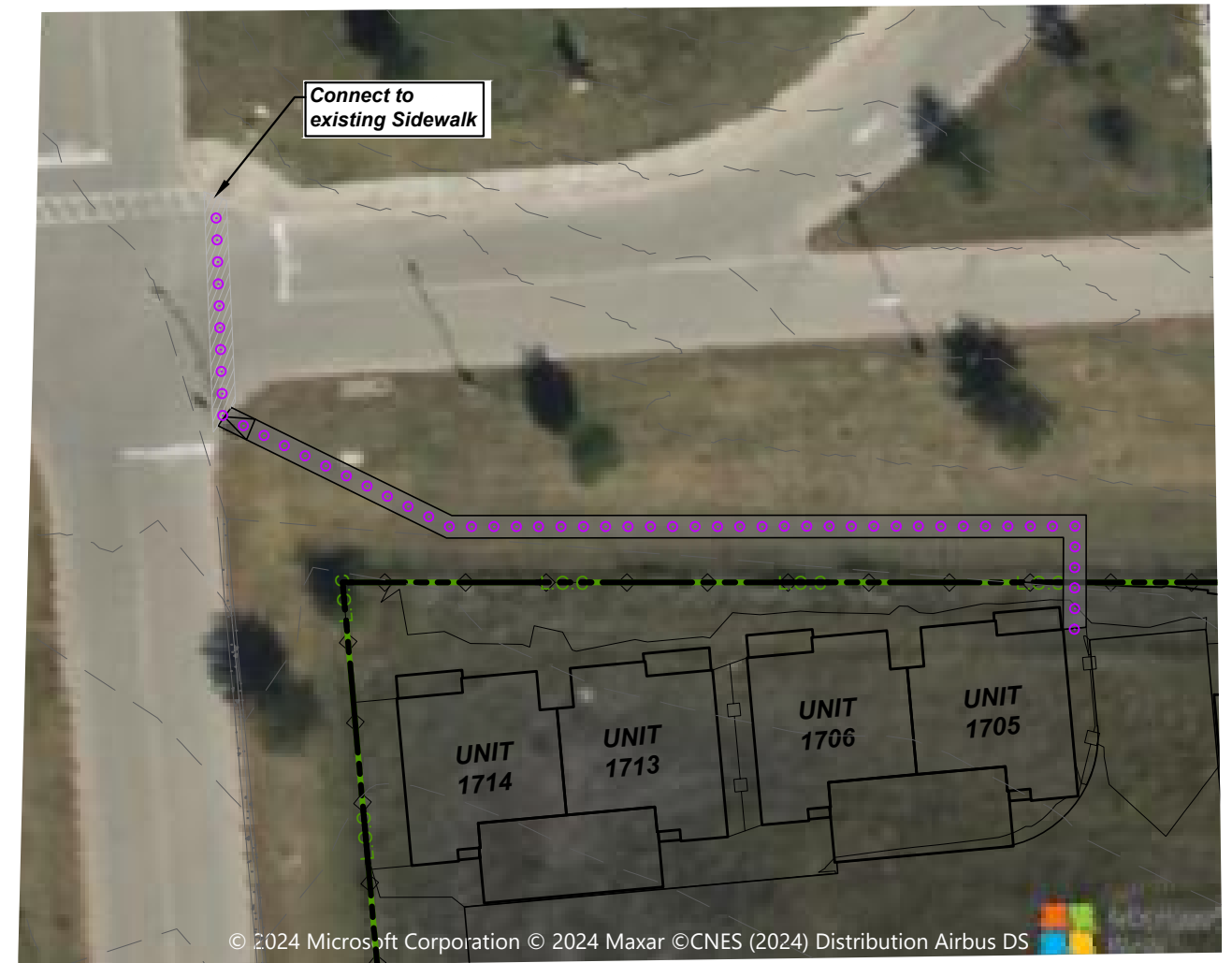
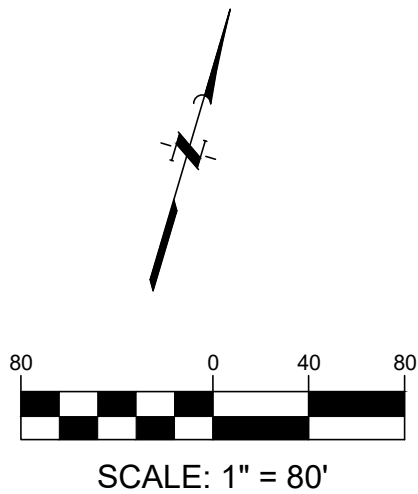
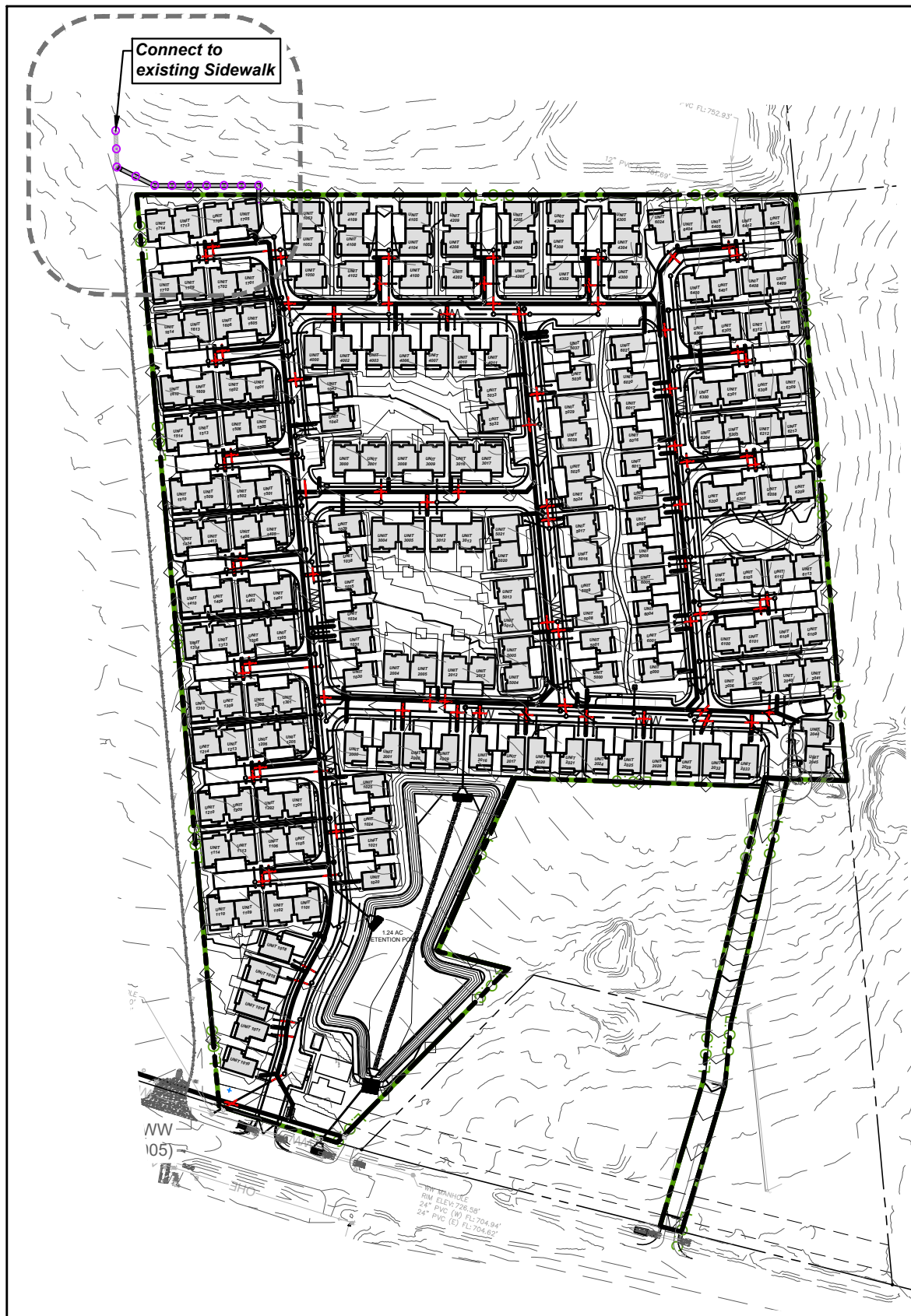


Exhibit D

LIMMER LOOP TOWNHOMES SIDEWALK EXHIBIT



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100
101 E OLD SETTLERS BLVD, Suite 280 • ROUND ROCK, Texas 78665 • 512.441.9493

SCALE:	AS SHOWN
DATE:	12/11/2024
JOB NO:	17536-0003-01

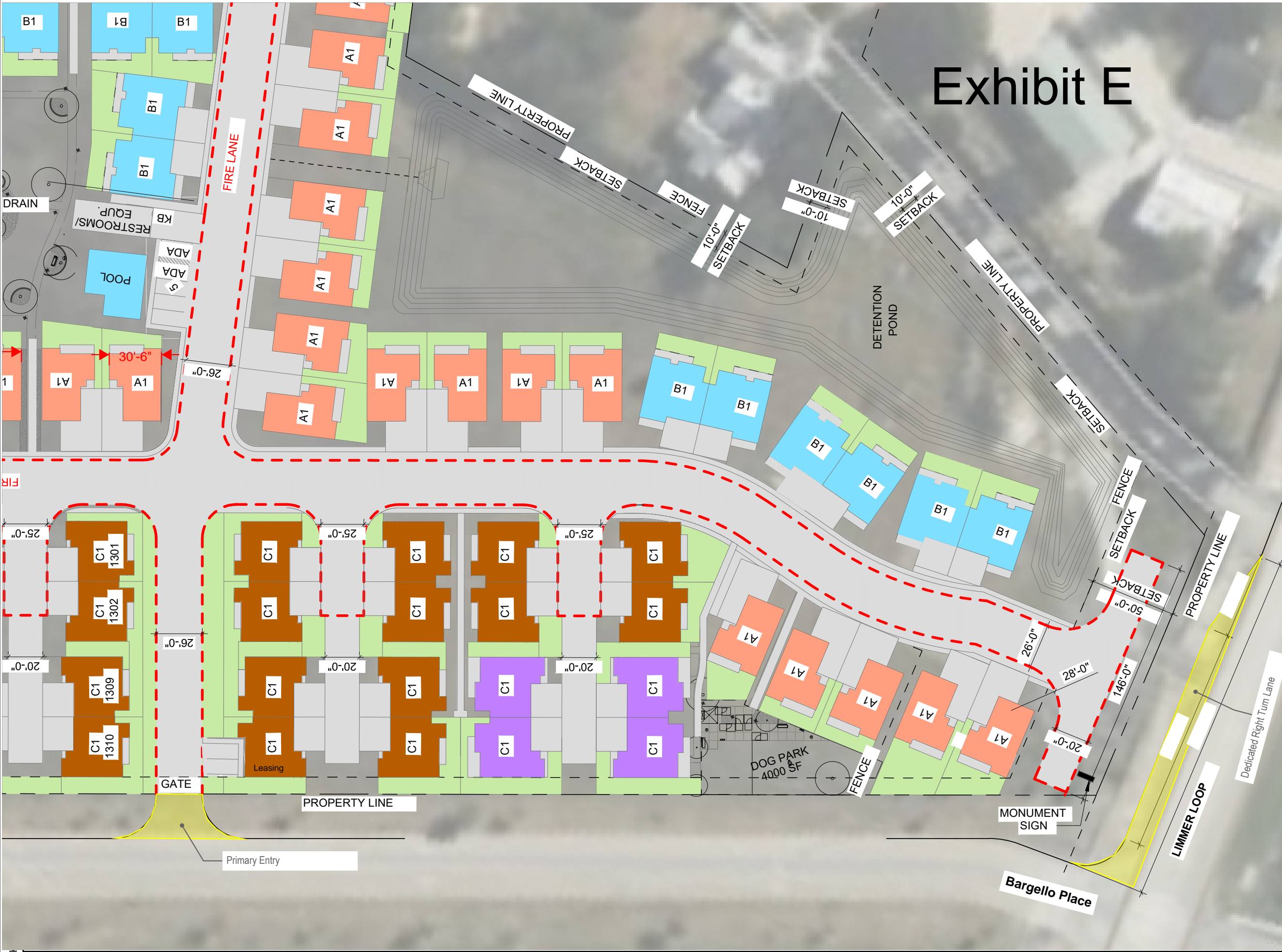
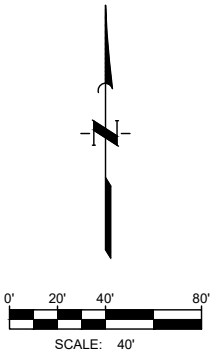


Exhibit E



Potential Entrance Turning Lanes for
School/Property to
be Proposed to Hutto ISD

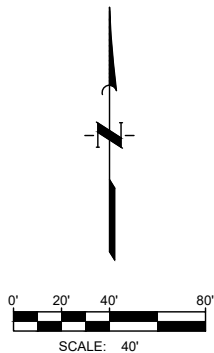
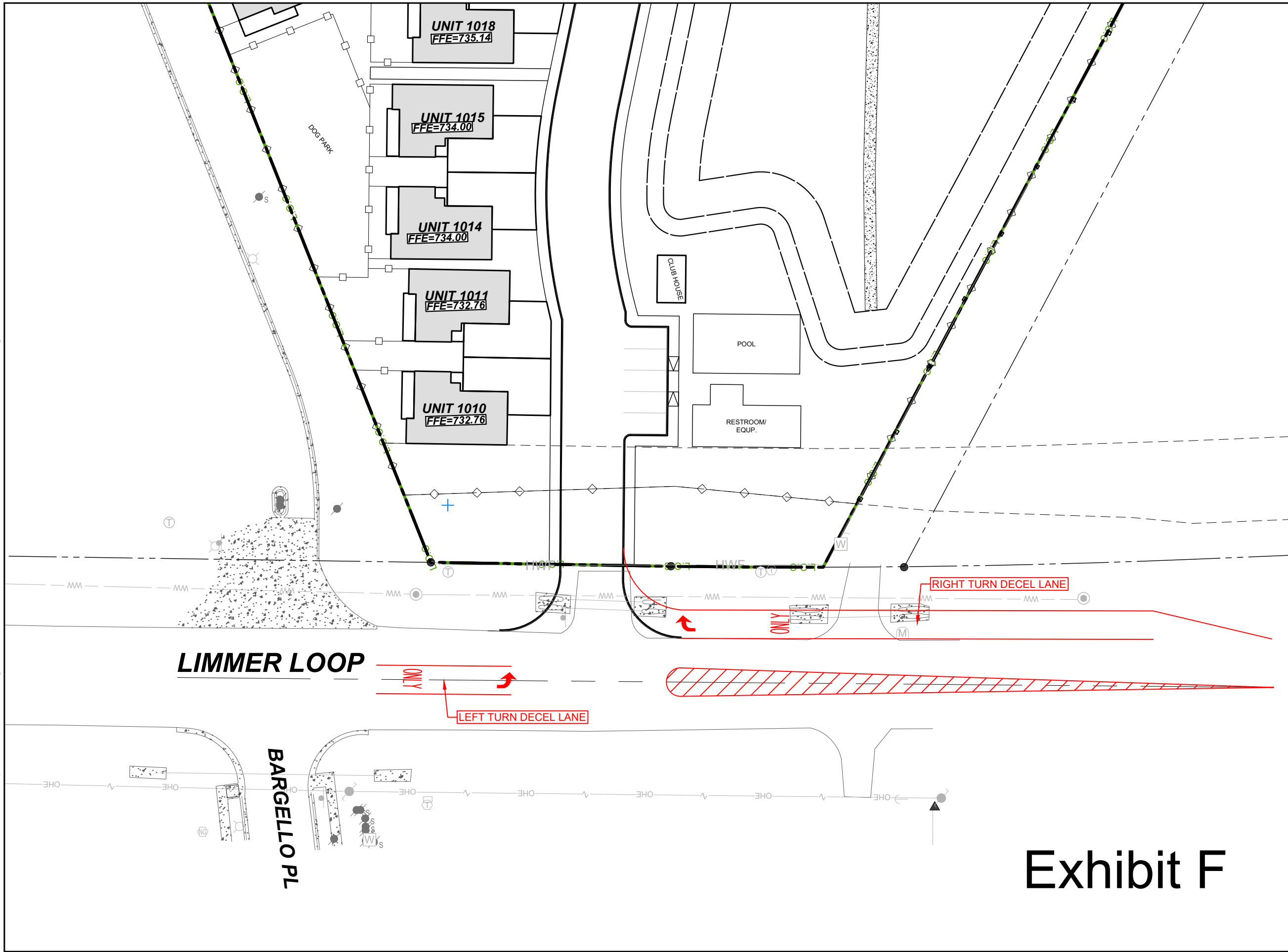


QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100
301 E OLD SETTLERS BLVD, Suite 280 • ROUND ROCK, Texas 78665 • 512.441.9493

SCALE: 1" = 40'
DATE: 10/22/2024
JOB NO: 17536-0003-01

K:\17536\17536-0003-01 Limmer Loop Townhomes\2 Design Phase\CAD\Exhibits\17536-0003-01 TURN LANE-01 2025 0624.dwg



LIMMER LP IMPROVEMENTS SHOWN ARE CONCEPTUAL ONLY. THE APPROPRIATE PLANNING AND ENGINEERING WILL BE COMPLETED PRIOR TO CONSTRUCTION.

LIMMER LOOP
LIMMER LP DIRECT ACCESS



SCALE: 1" = 40'
DATE: 6/24/2025
JOB NO: 17536-0003-01

Exhibit F



Exhibit G



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Investment
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**LIMMER LOOP
BTR**

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PROJECT NO.:
0-010

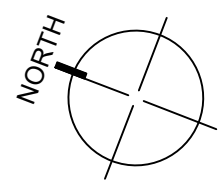
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SITE PLAN
EXHIBIT

A1.00



① SITE PLAN

N.T.S.