

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY  
AND CITY OF GEORGETOWN**

This Interlocal Agreement (“Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (“County”), a political subdivision of the State of Texas, and the CITY OF GEORGETOWN (“Georgetown”), a home rule municipal corporation of the State of Texas. The County and Georgetown are sometimes individually referred to herein as a “Party” and collectively as “the Parties”.

WHEREAS, the Texas Interlocal Corporation Act allows local governments to contract with one another to perform governmental functions and services; and

WHEREAS, the County and Georgetown mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically Sections 791.011 and 791.028 regarding contracts to perform governmental functions and services; and

WHEREAS, Georgetown owns a 2.134 acre tract of land as described in Exhibit “A”, attached hereto, which is a portion of a larger 11.511 acre tract owned by the City; and

WHEREAS, Georgetown desires to dedicate said 2.134 acre tract to the County as a conservation easement; and

WHEREAS, the Sun City Association has contractually agreed with the County to dedicate to Georgetown a 73’ wide roadway easement, as described in Exhibit “B”, attached hereto.

**NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:**

1. Conservation Easement. Within sixty (60) days of the effective date of this Agreement, Georgetown will dedicate approximately 2.134 acres of land to the County, described more fully in Exhibit “A”, attached hereto, as a conservation easement (“Georgetown Conservation Easement”). The Conservation Easement

will include the terms and conditions as shown in Exhibit "C", attached hereto and incorporated herein.

2. Roadway Easement. Within sixty (60) days of the effective date of this Agreement, the County will cause the dedication to the City of approximately 2.9518 acres of land, described more fully in Exhibit "B," attached hereto, as a 73' wide roadway easement to be utilized for the future extension of Shell Spur.
3. No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.
4. No Waiver of Defenses. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within.
5. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.
6. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in Williamson County.
7. Notices. All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (ii) delivered in person to the address set forth below for the Party to whom the notice was given; or (iii) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to such Party at the address specified below. For purposes of this Section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

**Williamson County, Texas**  
Attn: Dan A. Gattis  
710 Main St., suite 101  
Georgetown, Texas 78627

**City of Georgetown**  
Attn: City Manager  
P.O. Box 409 or 113 E. 8<sup>th</sup> Street  
Georgetown, Texas 78627-0409

8. Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event or default or a breach of this Agreement to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default, including but not limited to Acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosions, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.
9. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.
10. Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.
11. Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.
12. Non-Appropriation and Fiscal Funding. The obligation of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which subject Party is obligated to levy, pledge, or collect any form of taxation and such obligations may be terminated at the end of the Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the projects provided under this Agreement.
13. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.
14. Dispute Resolution. If a dispute arises under this Agreement, the Parties agree to first try and resolve the dispute by referring same to the City Manager of Georgetown and the County Judge. The County and Georgetown hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding.


15. Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court or competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be in full force and effect.
16. Open Meetings. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551).
17. Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original.
18. Effective Date. This Agreement is made to be effective on the latest date accompanying the signature lines below.

APPROVED by the City Council for the City of Georgetown, Texas, in its meeting held on 13 day of the month of December, 2016 and executed by its authorized representative.

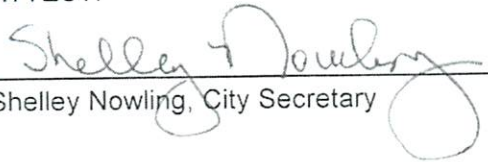
APPROVED by the Commissioners Court of Williamson County, Texas, in its meeting held on \_\_\_\_\_ day of the month of \_\_\_\_\_, 2016 and executed by its authorized representative.

*(signatures on the following page)*


CITY OF GEORGETOWN, TEXAS

By:   
Dale Ross, Mayor  
Georgetown, Texas

ATTEST:

  
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

  
Charlie McNabb  
City Attorney, City of Georgetown

WILLIAMSON COUNTY, TEXAS

By:   
Dan A. Gattis, County Judge

ATTEST:

  
Nancy Rister, County Clerk

APPROVED AS TO FORM:

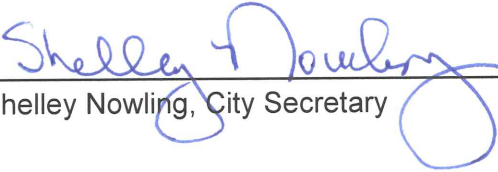
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Williamson County

**CITY OF GEORGETOWN, TEXAS**


By: 

Dale Ross, Mayor  
Georgetown, Texas

ATTEST:

  
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

  
Charlie McNabb  
City Attorney, City of Georgetown

**WILLIAMSON COUNTY, TEXAS**

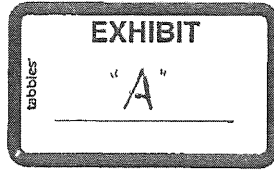
By: \_\_\_\_\_  
Dan A. Gattis, County Judge

ATTEST:

\_\_\_\_\_  
Nancy Rister, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Williamson County



METES AND BOUNDS DESCRIPTION

FOR A 81.719 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOWN, NEIGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CABINET U, SLIDES 239-250 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESCRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIBED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 81.719 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF SEPTEMBER, 2016 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8" iron rod found monumenting the most easterly southeast corner of said Tract "R" and the northeast corner of a called 270.968 acre tract of land described in a Cash Warranty Deed to JMK TRIPLE S, LTD., recorded in Document No. 9553466 of the Official Records of Williamson County, Texas, same being on the west boundary line of a called 90.084 acre tract of land described as TRACT I in a Warranty Deed to the City of Georgetown, recorded in Document No. 2013024601 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rod found monumenting an exterior ell corner in the east boundary line of said Tract "R" and the southeast corner of said 3.728 acre City of Georgetown tract, bears N 21°15'46" W passing at a distance of 1196.24 feet a 1/2" iron rod found with cap marked "Diamond Surveying", in all a total distance of 1760.16 feet;

THENCE, S 68°07'31" W with the south boundary line of said Tract "R" and the north boundary line of said 270.968 acre JMK TRIPLE S, LTD. tract for a distance of 73.00 feet, to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, S 68°07'31" W continuing with the south boundary line of said Tract "R" and the north boundary line of said 270.968 acre JMK TRIPLE S, LTD. tract and in part thorough the interior of said Tract "R", passing at a distance of 758.79 feet a 1/2" iron rod set with cap marked "Diamond Surveying", for the an exterior ell corner of said 270.968 acre JMK TRIPLE S, LTD. tract, passing at a distance of 1019.83 feet a 1/2" iron rod set for reference with cap marked "Diamond Surveying", in all a total distance of 1179.83 feet to a calculated point in the center of Berry Creek for the southwest corner hereof;

THENCE, through the interior of said Tract "R" with the center of said Berry Creek the following twenty-nine (29) courses and distances:

1. N 35°20'54" E for a distance of 44.41 feet to a calculated point;
2. N 28°46'47" E for a distance of 83.87 feet to a calculated point;
3. N 09°04'27" E for a distance of 48.19 feet to a calculated point;
4. N 08°36'15" W for a distance of 63.78 feet to a calculated point;
5. N 33°54'28" W for a distance of 160.02 feet to a calculated point;
6. N 41°06'30" W for a distance of 511.90 feet to a calculated point;
7. N 45°50'49" W for a distance of 270.00 feet to a calculated point;
8. N 34°34'55" W for a distance of 885.37 feet to a calculated point;
9. N 08°14'16" W for a distance of 62.81 feet to a calculated point;
10. N 34°05'27" W for a distance of 186.22 feet to a calculated point;
11. N 24°54'43" W for a distance of 49.49 feet to a calculated point;
12. N 43°06'30" W for a distance of 98.59 feet to a calculated point;
13. N 55°18'25" W for a distance of 42.38 feet to a calculated point;
14. N 32°59'26" W for a distance of 38.85 feet to a calculated point;
15. N 12°48'33" W for a distance of 44.90 feet to a calculated point;
16. N 09°29'48" W for a distance of 186.85 feet to a calculated point;
17. N 17°31'19" W for a distance of 73.78 feet to a calculated point;
18. N 11°11'36" E for a distance of 131.52 feet to a calculated point;
19. N 19°08'03" E for a distance of 128.29 feet to a calculated point;
20. N 56°44'36" E for a distance of 143.22 feet to a calculated point;
21. S 75°06'42" E for a distance of 24.29 feet to a calculated point;
22. S 38°43'52" E for a distance of 21.90 feet to a calculated point;

- 23. N 72°03'53" E for a distance of 22.99 feet to a calculated point;
- 24. N 56°05'07" E for a distance of 287.51 feet to a calculated point;
- 25. N 57°04'01" E for a distance of 75.57 feet to a calculated point;
- 26. N 24°45'25" E for a distance of 39.35 feet to a calculated point;
- 27. N 49°01'17" E for a distance of 109.90 feet to a calculated point;
- 28. N 37°53'09" E for a distance of 55.57 feet to a calculated point;
- 29. N 38°26'43" E for a distance of 191.67 feet to a calculated point on the east boundary line of said Tract "R", same being on the west boundary line of a called 13.063 acre tract of land described as Parcel 1, conveyed to the City of Georgetown, in said Document No. 2015053851, for the most northerly northeast corner hereof, from which a 60D nail found monumenting an angle point in said west boundary line of the 13.063 acre City of Georgetown tract and the east boundary line of Tract "T", of said Amended Plat of Sun City Georgetown Neighborhoods One and Two, bears N 18°56'35" W for a distance of 200.35 feet;

THENCE, S 18°56'35" E with the east boundary line of said Tract "R", the west boundary line of said 13.063 acre City of Georgetown tract and the west boundary line said 11.511 acre City of Georgetown tract, passing at a distance of 60.00 feet a 1/2" iron rod set for reference with cap marked "Diamond Surveying", in all a total distance of 175.67 feet to a 1/2" iron rod found monumenting an angle point;

THENCE, S 21°26'36" E continuing with the east boundary line of said Tract "R" and the west boundary line of said 11.511 acre City of Georgetown tract for a distance of 861.42 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof, from which a 60D nail set in a wood fence post found for the southwest corner of said 11.511 acre City of Georgetown tract and an interior ell corner of said Tract "R", bears S 21°26'36" E for a distance of 329.54 feet;

THENCE, through the interior of said 11.511 acre City of Georgetown tract and said 3.728 acre City of Georgetown tract, the following sixteen (16) courses and distances:

- 1. N 69°31'25" E for a distance of 18.16 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
- 2. N 76°47'06" E for a distance of 51.75 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

3. N 89°39'36" E for a distance of 82.17 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
4. S 87°36'49" E for a distance of 30.31 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
5. S 77°05'57" E for a distance of 50.35 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
6. S 69°05'21" E for a distance of 55.68 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
7. S 59°22'33" E for a distance of 33.62 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
8. S 54°30'06" E for a distance of 32.01 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
9. S 45°20'22" E for a distance of 24.46 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
10. S 53°28'10" E for a distance of 14.42 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
11. S 71°54'17" E for a distance of 27.35 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
12. S 58°03'50" E for a distance of 32.39 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
13. S 52°38'43" E for a distance of 40.08 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
14. S 54°05'08" E for a distance of 26.81 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
15. S 51°40'46" E for a distance of 18.46 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;
16. S 55°30'54" E for a distance of 24.49 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", on the south boundary line of said 3.728 acre City of Georgetown tract common with said Tract "R", from which a wood fence post found monumenting an angle point in the south boundary line of said 11.511 acre

City of Georgetown tract common with said Tract "R", bears S 70°00'21" W for a distance of 409.79 feet;


THENCE, N 70°00'21" E with the south boundary line of said 3.728 acre City of Georgetown tract, common with said Tract "R" for a distance of 164.39 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for the most easterly northeast corner hereof, from which said 1/2" iron rod found monumenting the southeast corner of said 3.728 acre City of Georgetown tract and an exterior ell corner of said Tract "R" bears N 70°00'21" E for a distance of 73.02 feet;

THENCE, S 21°15'46" E through the interior of said Tract "R" with a line 73 feet west of and parallel with the east boundary line of said Tract "R", and the west boundary line of said 90.084 acre City of Georgetown tract for a distance of 1762.56 feet to the POINT OF BEGINNING hereof and containing 81.719 acres of land more or less.

Bearing Basis: State Plane Coordinate System, NAD83, Texas Central Zone (4203).

Distances shown hereon are surface based on a combined scale factor of 1.00013.

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

 *DIAMOND SURVEYING, INC.*  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100

PRELIMINARY - NOT FOR RECORDATION

October 6, 2016

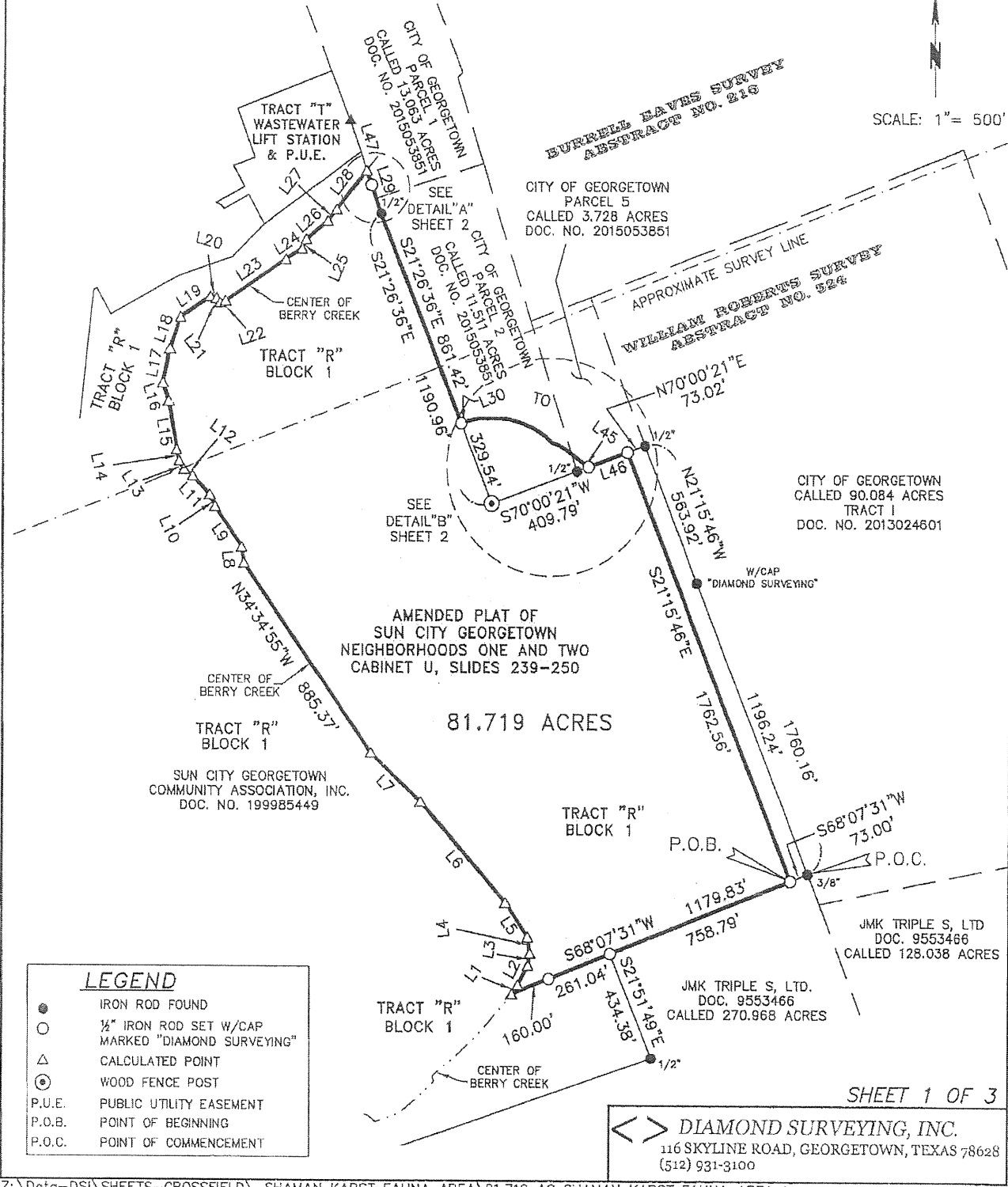
SHANE SHAFER, R.P.L.S. NO. 5281

DATE

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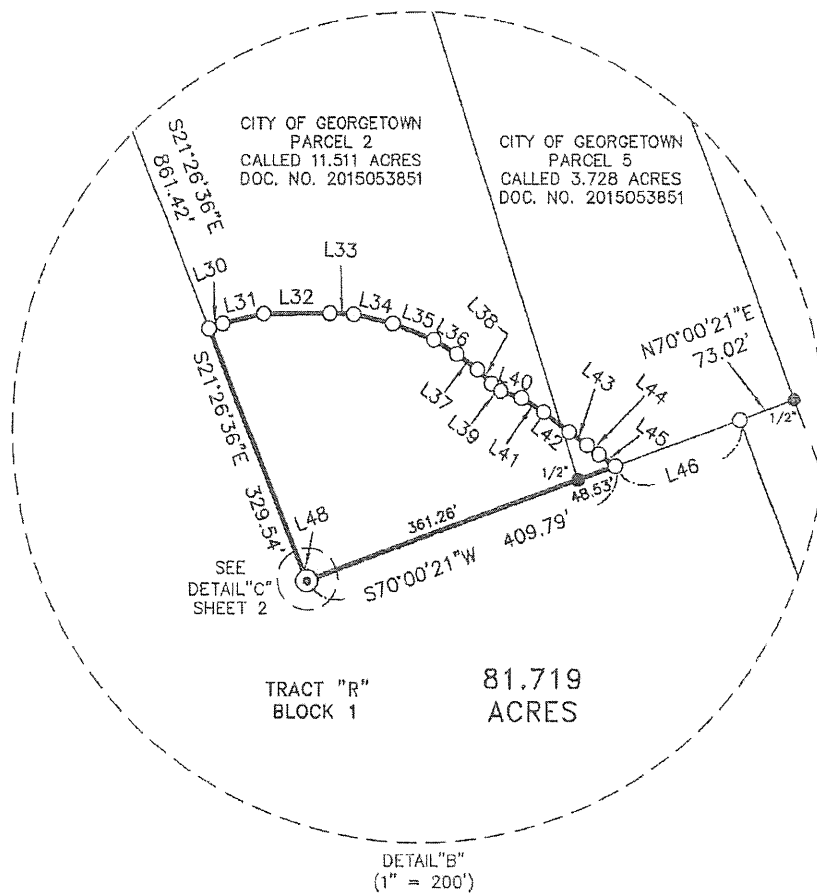
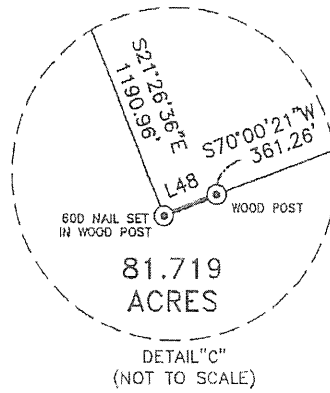
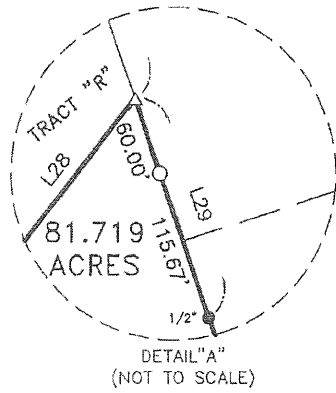
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 81.719 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOWN, NEIGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CABINET U, SLIDES 239-250 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESCRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIBED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



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SHEET 2 OF 3

◁ ▷ DIAMOND SURVEYING, INC.  
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
 (512) 931-3100

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

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LINE	BEARING	DISTANCE
L1	N35°20'54"E	44.41'
L2	N28°46'47"E	83.87'
L3	N09°04'27"E	48.19'
L4	N08°36'15"W	63.78'
L5	N33°54'28"W	160.02'
L6	N41°06'30"W	511.90'
L7	N45°50'49"W	270.00'
L8	N08°14'16"W	62.81'
L9	N34°05'27"W	186.22'
L10	N24°54'43"W	49.49'
L11	N43°06'30"W	98.59'
L12	N55°18'25"W	42.38'
L13	N32°59'26"W	38.85'
L14	N12°48'33"W	44.90'
L15	N09°29'48"W	186.85'
L16	N17°31'19"W	73.78'
L17	N11°11'36"E	131.52'
L18	N19°08'03"E	128.29'
L19	N56°44'36"E	143.22'
L20	S75°06'42"E	24.29'
L21	S38°43'52"E	21.90'
L22	N72°03'53"E	22.99'
L23	N58°05'07"E	287.51'
L24	N57°04'01"E	75.57'
L25	N24°45'25"E	39.35'
L26	N49°01'17"E	109.90'
L27	N37°53'09"E	55.57'
L28	N38°26'43"E	191.67'
L29	S18°56'35"E	175.67'
L30	N69°31'25"E	18.16'
L31	N76°47'06"E	51.75'
L32	N89°39'36"E	82.17'
L33	S87°36'49"E	30.31'
L34	S77°05'57"E	50.35'
L35	S69°05'21"E	55.68'
L36	S59°22'33"E	33.62'
L37	S54°30'08"E	32.01'
L38	S45°20'22"E	24.46'
L39	S53°28'10"E	14.42'
L40	S71°54'17"E	27.35'
L41	S58°03'50"E	32.39'
L42	S52°38'43"E	40.08'
L43	S54°05'08"E	26.81'
L44	S51°40'46"E	18.46'
L45	S55°30'54"E	24.49'
L46	N70°00'21"E	164.39'
L47	N18°56'35"W	200.35'
L48	S68°27'29"W	1.17'

GENERAL NOTES:

1) BEARING BASIS: STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE (4203).

2) DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SCALE FACTOR OF 1.00013.

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ALL EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT SHOWN HEREON. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on September 28, 2016. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition III Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SHEET 3 OF 3

PRELIMINARY - NOT FOR RECORDATION

OCTOBER 6, 2016

Shane Shafer, R.P.L.S. NO. 5281

DATE



**DIAMOND SURVEYING, INC.**

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

EXHIBIT B

FOR A 2.9518 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOW, NIEGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CAVINET U, SLIDES 239-250 OF THE PALT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESBRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIVED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOW, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.9518\_\_\_ ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF NOVEMBER, 2016 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for the POINT OF BEGINNING thereof at a 3/8" iron rod monumenting the most easterly southeast corner of said Tract "R" and the northeast corner of a called 270.968 acre tract of land described in a Cash Warranty Deed to JMK TRIPLE S, LTD., recorded in Document No. 9553466 of the Official Records of Williamson County, Texas, same being on the west boundary line of a called 90.084 acre tract of land described as TRACT I in a Warranty Deed to the City of Georgetown, recorded in Document No. 2013024601 of the Official Public Records of Williamson County, Texas,

THENCE bearing N 21°15'46" W a distance of 1760.16 feet to a 1/2" iron rod found monumenting and exterior ell corner in the east boundary line of said Tract "R", passing at a distance of 1196.24 feet a 1/2" iron rod found with cap marked "Diamond Surveying" and being the southeast corner of said 3.728 acre City of Georgetown tract;

THENCE, S 109° 59' 39" W for a distance of 73.02 feet to a 1/2' iron rod set with cap marked "Diamond Surveying" for the most westerly northwest corner hereof;

THENCE, S 21°15'46" E through the interior of said Tract "R" with a line 73 feet west of and parallel with the east boundary hereof for a distance of 1762.56 feet to 1/2" iron rod marked "Diamond Surveying", for the southwest corner hereof;

THENCE, N 111°52'29" E a distance of 73 fee to a 3/8" iron rod monumenting the most easterly southeast corner of said Tract "R" to the point of beginning hereof and containing 2.9518 acres of land more or less.

# Exhibit C

## SUN CITY PRESERVE

### OPERATION, MANAGEMENT, AND MONITORING PLAN

This SUN CITY PRESERVE OPERATION, MANAGEMENT, AND MONITORING PLAN (“Management Plan”) is made by and among Williamson County, Texas (“County”), Williamson County Conservation Foundation (“WCCF”) and the Sun City Community Association (“Sun City”) (WCCF, Sun City and County collectively called the “Parties”), on the date set forth below. For specific management activities and practices currently in place see the Management Plan for the Lands Managed by the Williamson County Conservation Foundation Under the Williamson County Regional Habitat Conservation Plan (SWCA 2015).

#### 1. GENERAL

1.1 Sun City Preserve Conservation Easement. The Parties acknowledge and agree that they enter into this Management Plan in connection with that certain Sun City Conservation Easement (“Conservation Easement”) from Sun City, as Grantor, to the County, as Grantee, with Service and Sun City as Third Party Beneficiary thereto.

1.2 Performance of Monitoring, Operation and Management, Periodic Review, and Related Items. The Parties agree that WCCF will be responsible for funding and performing (or causing to be performed) the Monitoring, Operation and Management, Periodic Review, and related items (collectively, the “Conservation Actions”) set forth in this Management Plan, as it may be amended from time to time.

1.3 Periodic Review. The Parties recognize and acknowledge that the physical environmental conditions of the Property can change over time due to a variety of factors and that technological advancements and other new information with regard to management practices may be available in the future. Accordingly, to ensure that the conservation purposes set out in the Conservation Easement and this Management Plan continue to be satisfied, the Parties agree that this Management Plan should be reviewed at least every five years. The Management Plan can be modified at any time provided such changes do not violate the conservation purposes of the Conservation Easement and either enhance or do not impair such conservation purposes. Any modification of the Management Plan requires the mutual agreement of the Parties and must be in writing and executed by duly authorized representatives of each party.

1.4 Conservation Easement Governing Document. In the event of any conflict between any term or provision of the Conservation Easement and this Management Plan, the Conservation Easement controls.

## 2. MONITORING AND MANAGEMENT

Monitoring and management of the Sun City Preserve will be conducted according to the terms and conditions of the Management Plan for the Lands Managed by the Williamson County Conservation Foundation Under the Williamson County Regional Habitat Conservation Plan. This plan has been reviewed and approved by the USFWS and is currently in effect for other karst preserves managed by the WCCF. In summary the plan includes the following components:

- 2.1 Routine monthly preserve inspections include checking for the following:
  - (a) Signs of vandalism, unauthorized entry, and trash dumping.
  - (b) Damage to vegetation within the Sun City preserve.
  - (c) Presence of red imported fire ants (RIFA) proximal to the Sun City main entrance within the preserve.
  - (d) Installation and periodic inspection of easement.
  
- 2.2 Annual biological monitoring of caves containing listed species

Adaptive management is an integrated method for addressing uncertainty. Adaptive management of the Sun City preserve will enable management efforts to be focused on observed changes within or affecting Sun City. Adaptive management may require some tasks to be executed more often than projected. If management is demonstrated to be ineffective, the operation, management, and monitoring of the preserve will, subject to available funding, adjust accordingly.

The results of the biospeleological surveys, RIFA treatment program, and all other operation and maintenance activities will be compiled in an annual report and submitted to Williamson County, the Williamson County Conservation Foundation, the Service, and TPWD.

## 4. HIKE AND BIKE TRAIL

4.1 Sun City will construct and maintain a ten foot (10') wide hike and bike trail through the Easement and through additional properties as described in Exhibit "B" ("Green Property") at a location and with materials approved by both parties. Sun City will also maintain that portion of the 100 year flood plain abutting the trail, both within the Easement and within the Green Property.

4.2 The Sun City will pay for and install signage along the trail at locations agreed to by the parties to prohibit public access from the trail to adjoining private Sun City trails.

5. CITY PARK ROADWAY EASEMENT

Sun City will dedicate to the City of Georgetown a 73' wide roadway easement at the approximate location shown on Exhibit "C".

6. TAXES

Sun City will continue to be responsible for all ad valorem taxes, if any, for properties owned by Sun City. The County will be responsible for the payment of all ad valorem taxes, if any, for the Green Property.

WILLIAMSON COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WILLIAMSON COUNTY CONSERVATION  
FOUNDATION

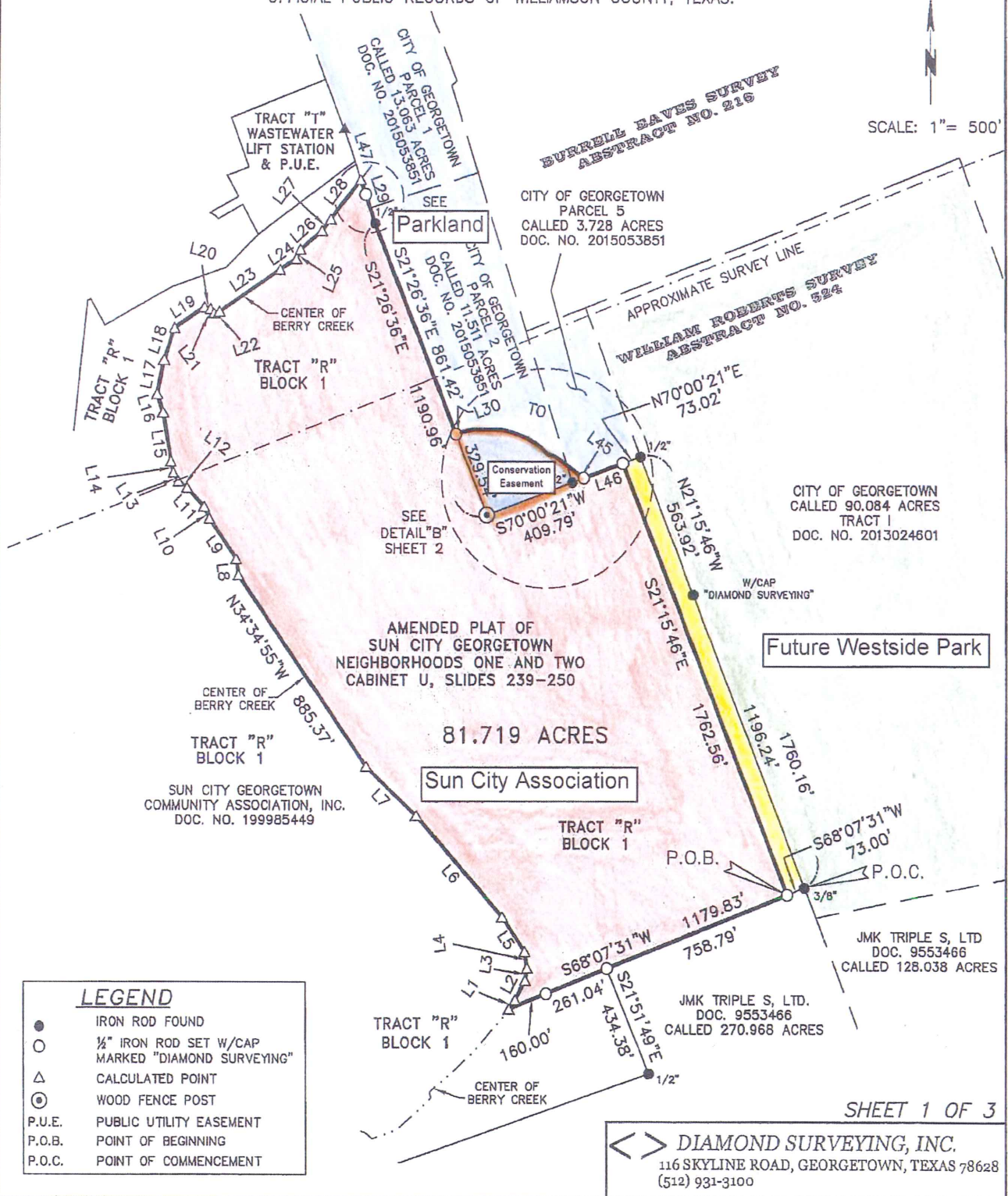
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUN CITY COMMUNITY ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 81.719 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOWN, NEIGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CABINET U, SLIDES 239-250 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESCRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIBED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



Location of land to be preserved.

