



Phase 1 to County standards in accordance with the Plans and the construction will be subject to County inspection and testing in accordance with the County's normal processes. Upon completion of Phase 1, the District will post a maintenance bond for Phase 1 with the County in the County's required form.

- c. Developer will not be required to post fiscal for or to construct the most westerly two lanes of and the median for the Access Road ("**Phase 2**") until Braun Parkway is extended south to State Highway 29 and traffic volumes are projected to increase. At the time Braun Parkway is extended south to connect to State Highway 29, Developer will proceed with construction of Phase 2 as shown on the cross-section attached as **Exhibit B**. Developer will build Phase 2 to County standards in accordance with the Plans and the construction will be subject to County inspection and testing in accordance with the County's normal processes. Upon completion of Phase 2, Developer will post a maintenance bond for Phase 2 with the County in the County's required form.

## 2. COUNTY OBLIGATIONS

The County will:

- a. Upon execution of this Agreement, approve and enable recording of the Final Plat in accordance with normal procedures and the terms of this Agreement;
- b. Upon the District's completion of Phase 1, inspect Phase 1, issue a punch list for any maintenance or repair that the County requires and, upon the District's satisfaction of all punch-list items, upon dedication of all necessary right-of-way by recording of the final plat, accept Phase 1 for maintenance, all in accordance with the County's normal procedures; and
- c. Following County acceptance of Phase 1 and upon Developer's completion of Phase 2, inspect Phase 2, issue a punch list for any maintenance or repair that the County requires for Phase 2 and, upon Developer's satisfactory correction of all punch list items, accept Phase 2 for maintenance, all in accordance with the County's normal procedures.

## 3. MISCELLANEOUS

- a. Beneficiaries: This Agreement will be bind upon and inure to the benefit of the Parties and their respective successors and assigns.
- b. Amendment to Agreement: Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by all of the Parties. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.
- c. Assignment: The rights, duties, and responsibilities of the District and Developer under this Agreement may be assigned only with the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County.

- d. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
- e. Notice: Any notices given under this Agreement must be in writing and will be given to each of the Parties at that Party's address set forth below. Notice may be given by personal delivered, by email (with a copy sent by another method permitted by this paragraph), by overnight delivery, or by certified United States mail, postage prepaid, return receipt requested.

Developer: Santa Rita KC, LLC  
7143 Valburn Drive  
Austin, Texas 78731  
Attn: James Edward Horne  
Fax: (512) 418-1941  
E-mail: [Ed@srtaustin.com](mailto:Ed@srtaustin.com)

The District Liberty Hill Independent School District  
Attn: Steve Snell, Superintendent  
301 Forrest St.  
Liberty Hill, Texas 78642  
E-mail: [superintendent@libertyhill.txed.net](mailto:superintendent@libertyhill.txed.net)

The County: Williamson County  
Attn: County Engineer  
3151 S.E. Inner Loop, Ste. B  
Georgetown, Texas 78626  
E-mail: [tevertson@wilco.org](mailto:tevertson@wilco.org)

Notice will be deemed received on (i) the date of actual receipt of such notice if the notice is personally delivered, (ii) the date of delivery if sent by email (however, any email transmission sent after 5:00 p.m. or on a non-business day will be deemed received on the next business day), (iii) the date delivered to an overnight delivery service for "next day" delivery if sent by such service, or (iv) the date of actual receipt or two (2) days after the postmark date, whichever is sooner, if sent by certified mail. A Party will have the right from time-to-time to change its address for purposes of notice by written notice to the other Parties.

- f. Applicable Law and Venue: The construction and validity of this Agreement will be governed by the laws of the State of Texas. This Agreement is wholly performable in Williamson County, Texas, and concerns real property located in Williamson County.
- g. Incorporation of Exhibits and Other Documents by Reference: All exhibits attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- h. Severability: The provisions of this Agreement are severable and, if any part of this Agreement or the application thereof to any person or circumstances is held by any court of competent jurisdiction to be invalid or unconstitutional for any

reason, the remainder of this Agreement will be construed as if the invalid or unconstitutional portion had never been contained herein.

- i. Mediation. If mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all of the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless the Parties agree, in writing, to waive the confidentiality.
- j. Execution; Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

EXECUTED to be effective as of the last date set forth below.

*(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)*

**DEVELOPER:**

**SANTA RITA KC, LLC**, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company

By:   
James Edward Horne, Vice President

Date: 9/16/20

**DISTRICT:**

**LIBERTY HILL INDEPENDENT SCHOOL  
DISTRICT**

By: 

Name: STEVEN SNELL

Title: SUPERINTENDENT

Date: 9/16/20

COUNTY:

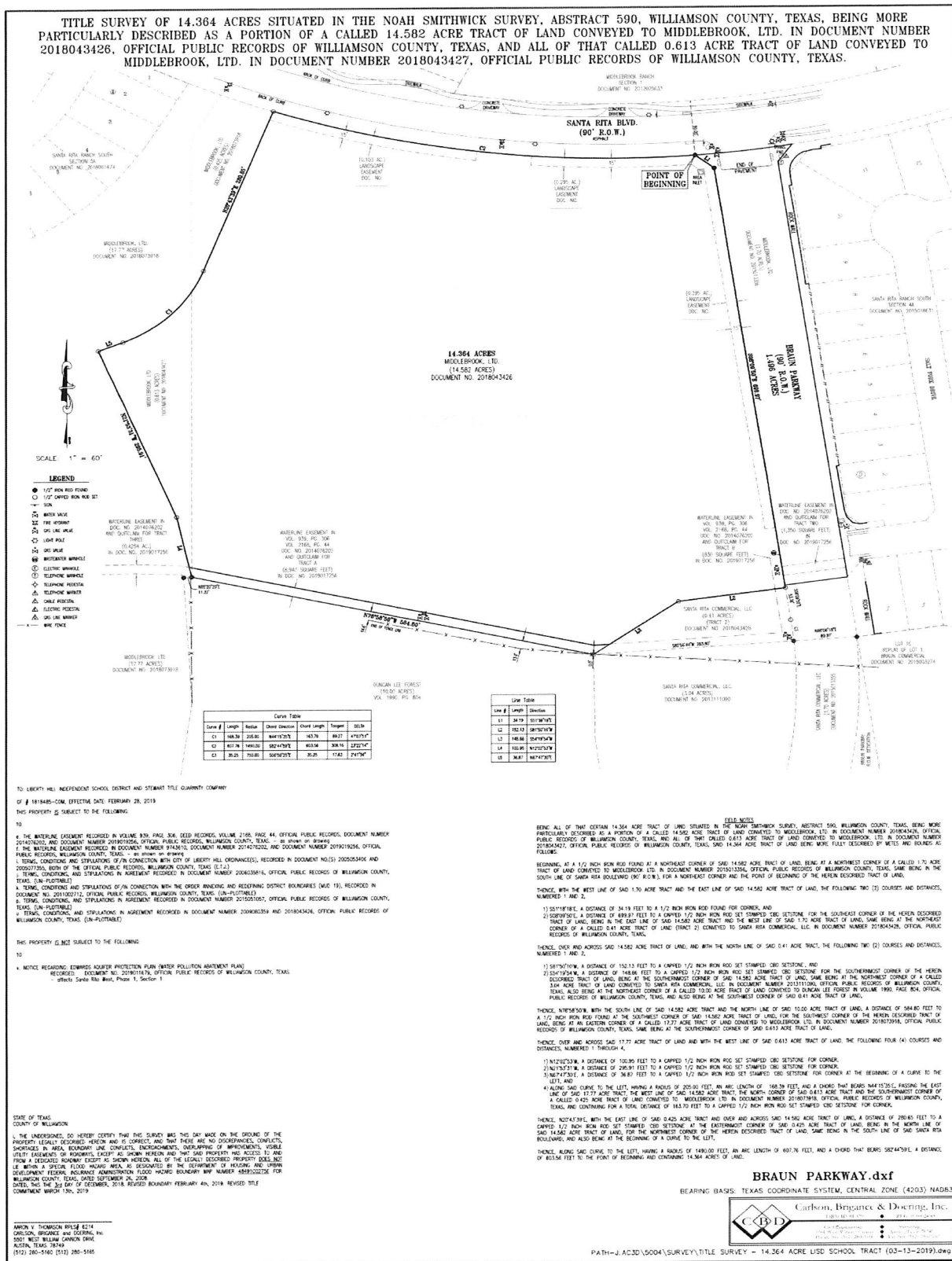
**WILLIAMSON COUNTY, TEXAS**

By: Bill Gravell, Jr.  
Bill Gravell, Jr., County Judge

Date: October 20, 2020

## EXHIBIT A

TITLE SURVEY OF 14.364 ACRES SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT 590, WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF A CALLED 14.582 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018043428, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT CALLED 0.613 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018043427, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.





# EXHIBIT B

