

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Background Information:

- a. Developer has prepared a subdivision plat for the Access Road (the “**Plat**”), has caused the Access Road to be designed by Carlson, Brigrance & Doering, Inc. as a four-lane divided boulevard in accordance with County standards, and has submitted the Plat and the plans for the Access Road (the “**Plans**”) to the County for approval. All County comments relating to the Plat have been addressed and the Plans were reviewed and approved by the County on March 17, 2020.
- b. Developer will proceed with construction of the most southerly two lanes of the Access Road (including a curb on what ultimately will be the median) from Ronald Regan Boulevard to the point east of the School Site shown on the cross-section attached as **Exhibit B (“Phase 1”)**. Developer will build 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, Developer 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 northernmost two lanes and the median for the Access Road ("**Phase 2**") until Developer obtains County approval of construction plans for the first section of lots out of the Preliminary Plat attached as **Exhibit C** (the "**Future Lots**") or other Preliminary Plat containing lots accessed by the Access Road and traffic volumes are projected to increase. County may withhold approval of such construction plans until the required fiscal for Phase 2 is posted. The fiscal for Phase 2 will be in a form acceptable to the County and in an amount equal to the cost to build Phase 2. Developer will proceed with construction of Phase 2 as shown in 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 the Final Plat in accordance with the County's normal procedures and the terms of this Agreement;
- b. Upon the Developer's completion of Phase 1, inspect Phase 1, issue a punch list for any maintenance or repair that the County requires and, upon Developer's satisfaction of all punch-list items and dedication of all necessary right-of-way by recorded final plat, accept Phase 1 for maintenance, all in accordance with the County's normal procedures;
- 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; and
- d. Subject to Developer's performance of its obligations under this Agreement, and compliance of subsequent subdivision plats and subdivision construction plans for the Future Lots with applicable County standards, review and approve such plats and plans, 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

The County: Williamson County
Attn: County Engineer
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626
E-mail: 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 later 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: 
9/15/20

COUNTY:

WILLIAMSON COUNTY, TEXAS

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

Date: October 10, 2020

EXHIBIT A

32.790 ACRES
GREENLEAF FISK SURVEY
ABSTRACT NUMBER 5
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING ALL OF THAT CERTAIN 32.790 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 204.423 ACRE TRACT OF LAND (TRACT 4) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC., IN DOCUMENT NUMBER 2013061332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.TX.), SAID 32.790 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a capped $\frac{1}{2}$ " iron rod found, stamped "ZWA", being the northwestern corner of said 204.423 acre tract, same being a northeastern corner of a called 137.49 acre tract of land (Tract 3) conveyed to Wilco Land Investments I, LLC., Wilco Land Investments II, LLC., and Wilco Land Investments III, LLC., in Document Number 2014003388 (O.P.R.W.C.TX.), and being also a point on a southeastern boundary line of a called 810.32 acre tract of land (Tract 1) conveyed to Santa Rita C7 Investments, LLC., in said Document Number 2013061332 (O.P.R.W.C.TX.), for the **POINT OF COMMENCEMENT** of the herein described tract,

THENCE, with the common boundary line of said 204.423 acre tract, said 137.49 acre tract and a called 2.370 acre tract of land conveyed to Santa Rita KC, LLC., in Document Number 2019096197 (O.P.R.W.C.TX.), S20°25'09"E, a distance of 458.26 feet to a calculated point, being a point on a western boundary line of said 204.423 acre tract, same being a southeastern corner of said 2.370 acre tract and being also a point on an eastern boundary line of said 137.49 acre tract, for the westernmost corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, crossing said 204.423 acre tract, the following seven (7) courses and distances, numbered 1 through 7,

1. N63°55'52"E, a distance of 140.71 feet to a calculated point, at a point of curvature, for a curve to the right, from which a capped $\frac{1}{2}$ " iron rod found stamped "2218", being a northern corner of said 204.423 acre tract and being also a southern corner of 810.32 acre tract, bears N33°30'22"E, a distance of 256.02 feet,
2. with said curve to the right, having a radius of 800.00 feet, an arc length of 461.84 feet, and whose chord bears N80°28'10"E, a distance of 455.45 feet to a calculated point,
3. S82°59'31"E, a distance of 302.38 feet to a calculated point, at a point of curvature, for a curve to the left,
4. with said curve to the left, having a radius of 890.00 feet, an arc length of 427.13 feet, and whose chord bears N83°15'34"E, a distance of 423.04 feet to a calculated point,
5. N69°30'38"E, a distance of 66.58 feet to a calculated point, for the northernmost corner of the herein described tract,
6. S19°52'49"E, a distance of 875.06 feet to a calculated point, for the easternmost corner of the herein described tract, and
7. S58°36'51"W, a distance of 210.37 feet to a calculated point, being a point on a western boundary line of said 204.423 acre tract and being also a point on an eastern boundary line of said 137.49 acre tract,


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32.790 ACRES
GREENLEAF FISK SURVEY
ABSTRACT NUMBER 5
WILLIAMSON COUNTY, TEXAS

THENCE, with the common boundary line of said 204.423 acre tract and said 137.49 acre tract, the following six (6) courses and distances, numbered 1 through 6,

1. N31°21'11"W, a distance of 151.72 feet to a calculated point,
2. N57°42'50"W, a distance of 55.09 feet to a calculated point, for a point of curvature, for a curve to the right,
3. with said curve to the right, having a radius of 730.00 feet, an arc length of 484.08 feet, and whose chord bears S43°43'09"W, a distance of 475.26 feet to a calculated point,
4. S62°43'02"W, a distance of 395.26 feet to a calculated point, for the southernmost corner of the herein described tract,
5. N75°22'02"W, a distance of 288.62 feet to a calculated point, and
6. N20°25'09"W, a distance of 1122.45 feet to the **POINT OF BEGINNING** and containing 32.790 acres of land.

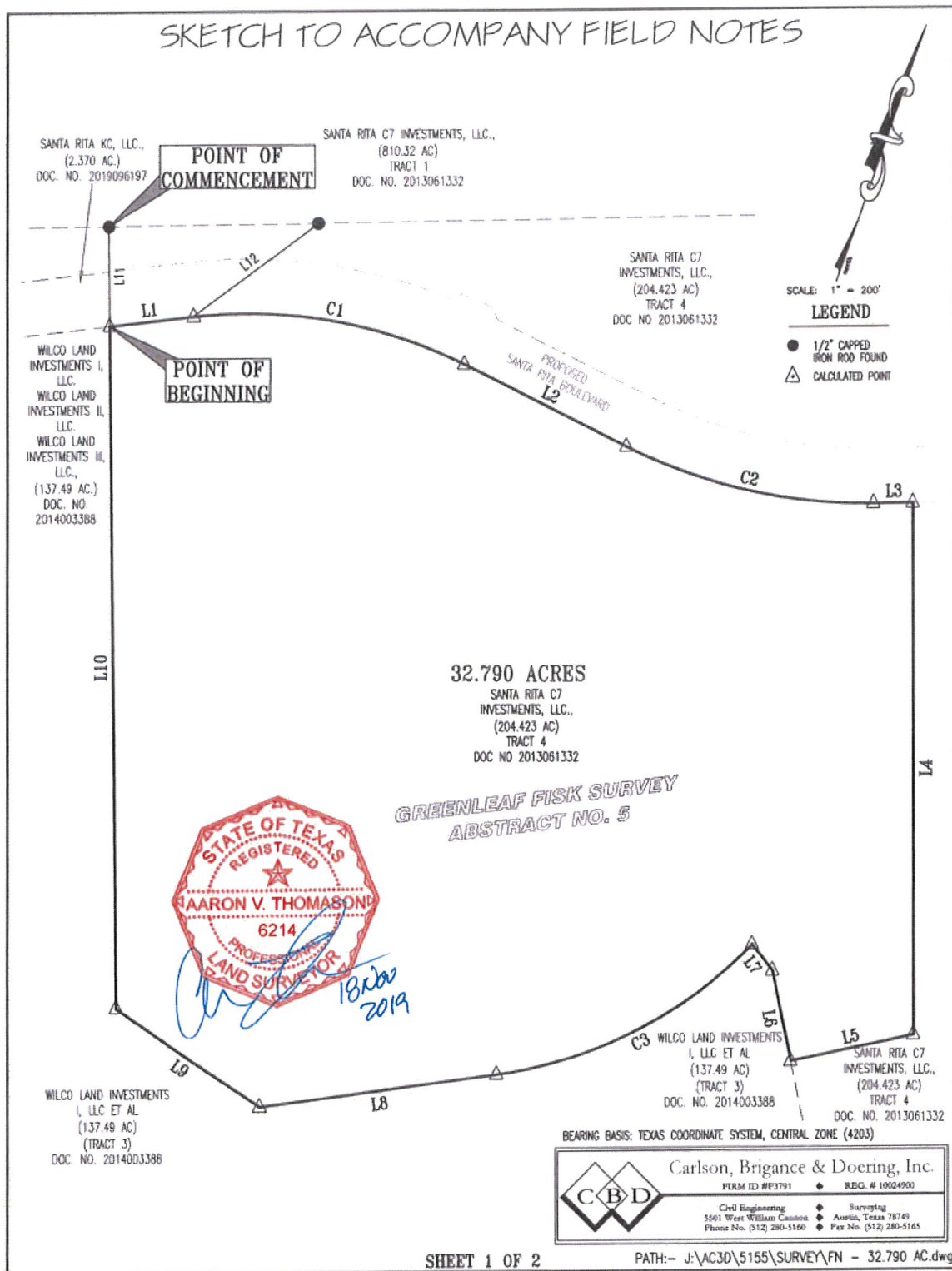
Surveyed by:

 18 Nov 2019
Aaron Thomason, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

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SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	140.71	N63°55'52"E
L2	302.38	S82°59'31"E
L3	66.58	N69°30'38"E
L4	875.06	S19°52'49"E
L5	210.37	S58°36'51"W
L6	151.72	N31°21'11"W
L7	55.09	N57°42'50"W
L8	395.26	S62°43'02"W
L9	288.62	N75°22'02"W
L10	1122.45	N20°25'09"W
L11	164.84	S20°25'09"E
L12	256.02	N33°30'22"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	461.84	800.00	N80°28'10"E	455.45	237.55	33°04'37"
C2	427.13	890.00	N83°15'34"E	423.04	217.76	27°29'50"
C3	484.08	730.00	S43°43'09"W	475.26	251.32	37°59'39"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)



Carlson, Brigrance & Doering, Inc.

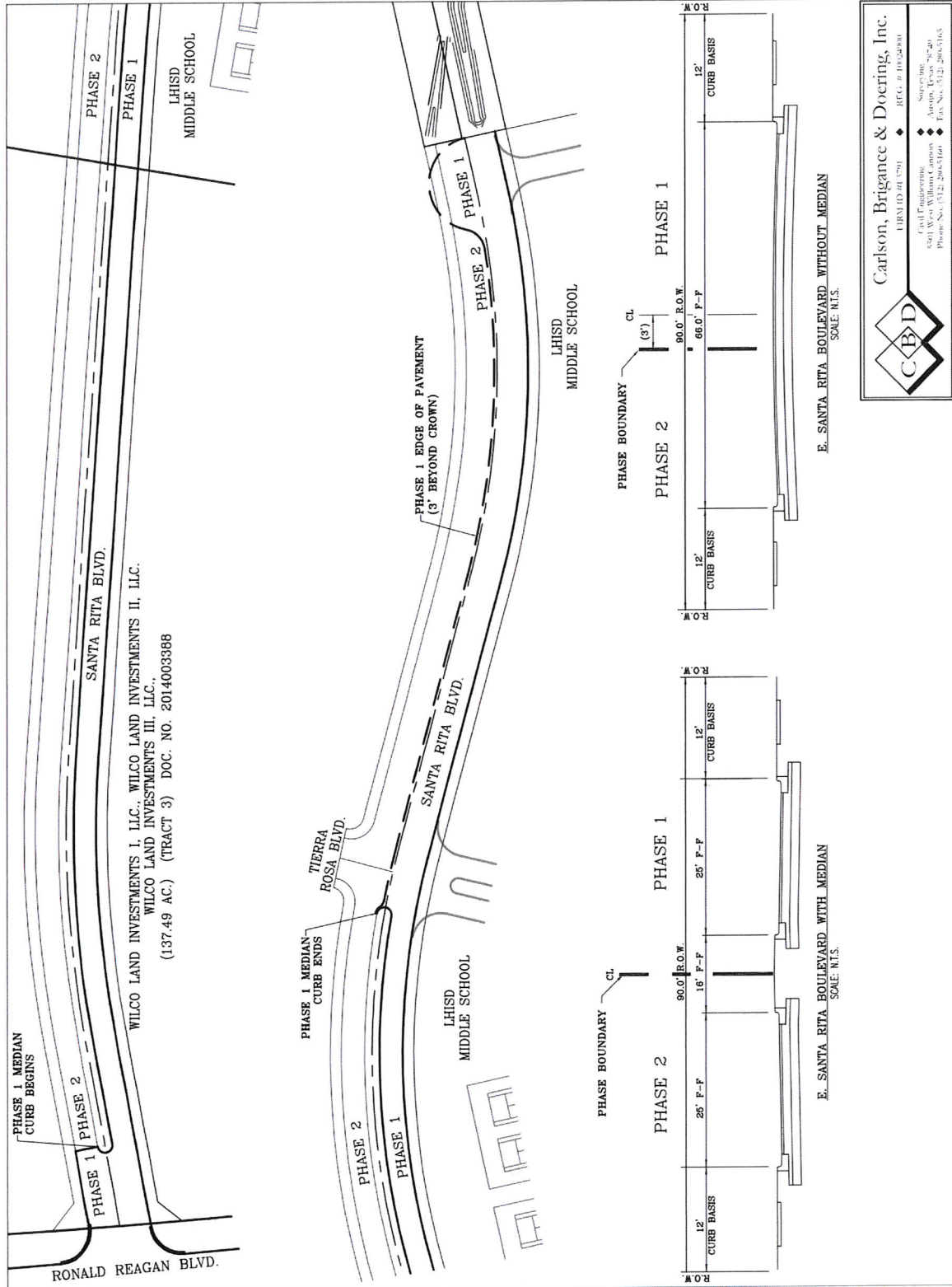
FIRM ID #P3791 REG. # 10024900

Civil Engineering Surveying
 5501 West William Cannon Austin, Texas 78749
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET 2 OF 2

PATH:- J:\AC3D\5155\SURVEY\FN - 32.790 AC.dwg

EXHIBIT B



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