April 19, 2023

# CONSENT AND DEVELOPMENT AGREEMENT

# AMONG

# WILLIAMSON COUNTY, TEXAS;

# PEARSON RANCH LLC

# AND

# WILLIAMSON COUNTY DEVELOPMENT DISTRICT NO. 1

# CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by the **Williamson County, Texas**, a Texas political subdivision (the "*County*") and Pearson Ranch, LLC, a Delaware limited liability company ("*Owner*"). Subsequent to its creation, **Williamson County Development District No. 1**, a proposed county development district to be created pursuant to Article III, Section 52 and 52(a) of the Texas Constitution and Chapter 383 Texas Local Government Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Owner and the District are sometimes referred to herein as a "*Party*" and collectively as the "*Parties*".

## RECITALS

WHEREAS, the Owner owns or has under contract to purchase approximately 148.8 acres of land located within the corporate boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, commercial district that will include park, entertainment, and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application to be filed with the 88th Texas Legislature and has requested the County's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Local Government Code to serve the area within its boundaries (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Owner(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the County; Chapter 383, Texas Local Government Code, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the Owner intends that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements may be paid from the net proceeds of revenue bonds issued by the District in accordance with this Agreement , and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapter 383, Texas Local Government Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement including, but not limited to, the consent to the District creation and the issuance of debt to finance District Improvements, including roadways and related drainage;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

## ARTICLE I
## DEFINITIONS

**Section 1.01. Definitions.** In addition to the terms defined elsewhere in this Agreement or in the County's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the County; and (iii) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement among the Parties.

Bonds means revenue bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

County means Williamson County, Texas.

District means Williamson County Development District No. 1, a political subdivision of the State of Texas to be created over the Land, with the consent of the County, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage improvements; roads and improvements in aid of roads; park and recreational facilities; and other public improvements, as authorized by the Texas Constitution, Texas Local Government Code, and the special law of the Texas Legislature authorizing the District, to serve the area within the District boundaries.

Effective Date of this Agreement means the last date of execution by all of the Parties hereto.

Land means approximately 148.8 acres of land located in the County, as described by metes and bounds and related map on **Exhibit A**.

Owner means Pearson Ranch, LLC or its successors and assigns under this Agreement.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs), and all other costs eligible for reimbursement by a county development district under the laws of the State of Texas, that are eligible for reimbursement from the net proceeds of revenue Bonds issued in accordance with this Agreement.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Texas Constitution, as amended, or Chapter 383, Texas Local Government Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

## ARTICLE II
## CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

**Section 2.01. Consent to Creation of District.** The County acknowledges receipt of the Owner's request for the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's consent to the creation of the District and that no further consent will be required on the part of the County to evidence the County's consent to the creation of the District.

**Section 2.02. District Execution of Agreement.** The Owner shall cause the District to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) this Agreement be of no further force and effect, and the County shall be deemed to not have consented to creation of the District. Similarly, if creation of the District is not approved by the 88th Texas Legislature, this Agreement shall be null and of no further force and effect.

**Section 2.03. District Revenue Bonds.** If the Owner or the District fail to comply with the terms and conditions of this Agreement after notice and opportunity to cure, such failure shall operate to prohibit the District from taking any actions to issue revenue Bonds until the failure has been cured. The County shall have the right to enjoin the issuance of revenue Bonds during any period in which such a material breach exists.

**Section 2.04. Reimbursement Agreements.** If the Owner or the District fail to comply with the terms of this Agreement after notice and opportunity to

cure and prior to execution of any reimbursement agreements by the Owner and District, such failure shall operate to prohibit the Owner or any future owner of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The County shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

## ARTICLE III
## ROADWAY IMPROVEMENTS

**Section 3.01. Road Construction.** The construction of all roads ("Subdivision Roads") within the Land shall be the responsibility of the Owner or the District. The Owner shall be entitled to reimbursement for Subdivision Road expenses, as allowed by the laws of the State of Texas. The Subdivision Roads located in the County shall be constructed pursuant to the then-existing Williamson County Subdivision Regulations. Commencing upon the tenth ($10^{th}$) anniversary of the date that the County accepts a Subdivision Road into the County road system after completion of construction by Owner, the District shall be solely responsible for the operation and maintenance of that Subdivision Road.

## ARTICLE IV
## LAW ENFORCEMENT, ANIMAL CONTROL

**Section 4.01. Law Enforcement Services.** The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District shall provide funding to the County for the incremental costs incurred by the County in making available and furnishing law enforcement services to that portion of the Land located in the County, including the costs of additional personnel, vehicles and equipment associated with the provision of law enforcement services to the Land within the County.

**Section 4.02 Animal Control Services.** The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District will provide funding, to the extent authorized by law, for the incremental costs incurred by the Williamson County Regional Animal Shelter for providing animal control services to that portion of the Land located in the County.

## ARTICLE V
## AUTHORITY TO ISSUE REVENUE BONDS

**Section 5.01. Authority to Issue Revenue Bonds.** The District may issue revenue Bonds only as authorized by the laws of the State of Texas. The District may provide reimbursements for expenditures authorized by the laws of the State of Texas (including creation expenses, operating advances, facilities design and construction, and expenditures for roads and improvements in aid of roads).

**Section 5.02. Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land located within the County; provide for the uniform review and approval of plats and development plans for such portion of the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed

and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules, and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner and any future owner hereunder has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules. Rules, regulations, or changes or modifications to the County's rules or regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

**Section 5.03. Manufactured Home for District Elections.** One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

## ARTICLE VI
## TERM, ASSIGNMENT, AND REMEDIES

**Section 6.01. Term.** The term of this Agreement shall commence on the Effective Date and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

**Section 6.02. Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner and following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, may be terminated or amended at any time by the mutual written consent of the County and the District.

**Section 6.03. Assignment.**

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. The County's consent to any proposed assignment will not be unreasonably withheld or delayed. The County hereby consents to assignment of this Agreement, in whole or in part, to any subsequent owner of all or a portion of the Land.

(b) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

**Section 6.04. Remedies.**

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within 45 days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the County's consent to the creation of the District.

(b) If the Owner or the District defaults under this Agreement, the County or the District may give Notice to the Owner. If the Owner fails to cure any Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County or the District may enforce this Agreement by injunctive relief from a Williamson County District Court or terminate this Agreement.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

## ARTICLE VII
## MISCELLANEOUS PROVISIONS

**Section 7.01. Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

| | |
|---|---|
| COUNTY: | Williamson County<br>County Judge<br>100 Main Street<br>Georgetown, Texas 78628 |
| OWNER: | Pearson Ranch, LLC<br>702 N. Commons Ford Road<br>Austin, Texas 78733 |

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owner

and Owner may, by giving at least five days' written notice to the County, designate additional Parties to receive copies of notices under this Agreement.

**Section 7.02.** **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

**Section 7.03.** **Waiver.** Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 7.04.** **Applicable Law and Venue.** The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

**Section 7.05.** **Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

**Section 7.07.** **Exhibits, Headings, Construction, and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**Section 607.** **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 7.08.** **Authority for Execution.** The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted

in conformity with state law. The Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner.

**Section 7.09** **Force Majeure**. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

**Section 7.10.** **Interpretation**. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

**Section 7.11.** **No Third-Party Beneficiary**. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

**Section 7.12.** **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

**Exhibit A** - Metes and Bounds Description of the Land and Related Map

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

**(Signatures on the following pages.)**

**WILLIAMSON COUNTY, TEXAS**

By: Bill Gravell
Bill Gravell (Apr 25, 2023 15:19 CDT)

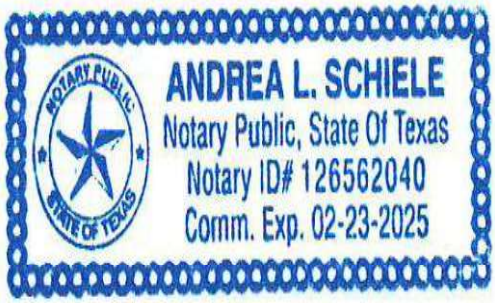
Bill Gravell, Jr., County Judge

Date: Apr 25, 2023

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on April 25, 2023, by Bill Gravel, County Judge of Williamson County, on behalf of said County.

(Seal)




Andrea L Schiele

Notary Public Signature

**OWNER:**

**PEARSON RANCH, LLC**, a Delaware limited liability company

By: _____

Name: Brett Ames

Its: Managing Partner

Date: 4/19/23

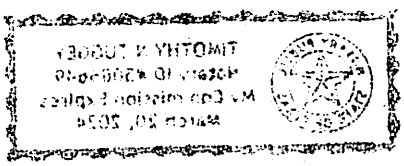
THE STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 19th day of April, 2023, by Brett Ames, as Managing Partner of Pearson Ranch, LLC, a Delaware limited liability company on behalf of said company.

(SEAL)

TIMOTHY N TUGGEY
Notary ID #5086649
My Commission Expires
March 20, 2024

_____
Notary Public Signature



**WILLIAMSON COUNTY DEVELOPMENT DISTRICT NO. 1**

By:_____

Name:_____

Title:_____

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Williamson County Development District No. 1, on behalf of said District.

(SEAL)

_____
Notary Public Signature

**EXHIBIT A**

Metes and Bounds Description of the Land and Related Map

[attached]

The Williamson County Development District No. 1 initially includes all territory contained in the following area:

BEING a 148.88 acre tract of land situated in the Rachael Saul Survey, Abstract Number 551 and the Thomas P. Davy Survey, Abstract Number 169, in Williamson County, Texas, being all portion of the tracts of land described as Tract One and Tract Two in the deed to Pearson Ranch, LLC recorded in Document Number 2019122036, Official Public Records of Williamson County, Texas, and a portion of Pearson Ranch West, Phase 1, an addition in Williamson County, Texas recorded in Document Number 2021146789, Official Public Records of Williamson County, Texas, said 148.88 acre tract of land being more particularly described as follows;

BEGINNING at a point in the north right-of-way line of North State Highway 45W (a variable width right-of-way) being the common south corner of said Pearson Ranch, LLC tract and a tract of land described as Tract 1 in the deed to JME-JFE Limited Partnership recorded in Document Number 2012056983, Official Public Records of Williamson County, Texas;

THENCE South 68 degrees 25 minutes 02 seconds West, along the north right-of-way line of North State Highway 45W, a distance of 95.48 feet to a point for corner;

THENCE South 22 degrees 12 minutes 41 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 27.72 feet to a point for corner;

THENCE South 67 degrees 43 minutes 05 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 1,426.94 feet to a point for corner;

THENCE South 65 degrees 14 minutes 23 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 228.74 feet to a point for the beginning of a circular curve to the right, having a radius of 2,844.79 feet and whose chord bears South 66 degrees 13 minutes 40 seconds West, a chord distance of 110.08 feet;

THENCE Southwesterly, continuing along the north right-of-way line of North State Highway 45W and said circular curve to the left, through a central angle of 02 degrees 13 minutes 02 seconds, an arc length of 110.09 feet to point for corner at the end of said curve;

THENCE South 67 degrees 16 minutes 38 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 12.96 feet to a point for corner;

THENCE South 67 degrees 32 minutes 33 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 830.67 feet to point for corner;

THENCE South 68 degrees 18 minutes 17 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 841.90 feet to point for corner in the north right-of-way line of the Southern Pacific Railroad (100' wide);

THENCE North 69 degrees 12 minutes 37 seconds West, departing the north right-of-way line of North State Highway 45W and along the north right-of-way line of the Southern Pacific Railroad, a distance of 545.04 feet to a point for corner;

THENCE North 00 degrees 07 minutes 59 seconds West, departing the north right-of-way line of the Southern Pacific Railroad, a distance of 275.22 feet to a point for corner;

THENCE North 00 degrees 09 minutes 50 seconds West, a distance of 981.45 feet to a point for corner;

THENCE North 68 degrees 46 minutes 14 seconds East, a distance of 1,549.15 feet to a point for corner;

THENCE North 68 degrees 50 minutes 57 seconds East, a distance of 590.38 feet to a point for corner;

THENCE North 17 degrees 54 minutes 02 seconds West, a distance of 1,320.44 feet to a point for corner;

THENCE North 68 degrees 59 minutes 52 seconds East, a distance of 708.02 feet to a point for corner;

THENCE South 17 degrees 54 minutes 30 seconds East, a distance of 1,137.92 feet to a point for corner;

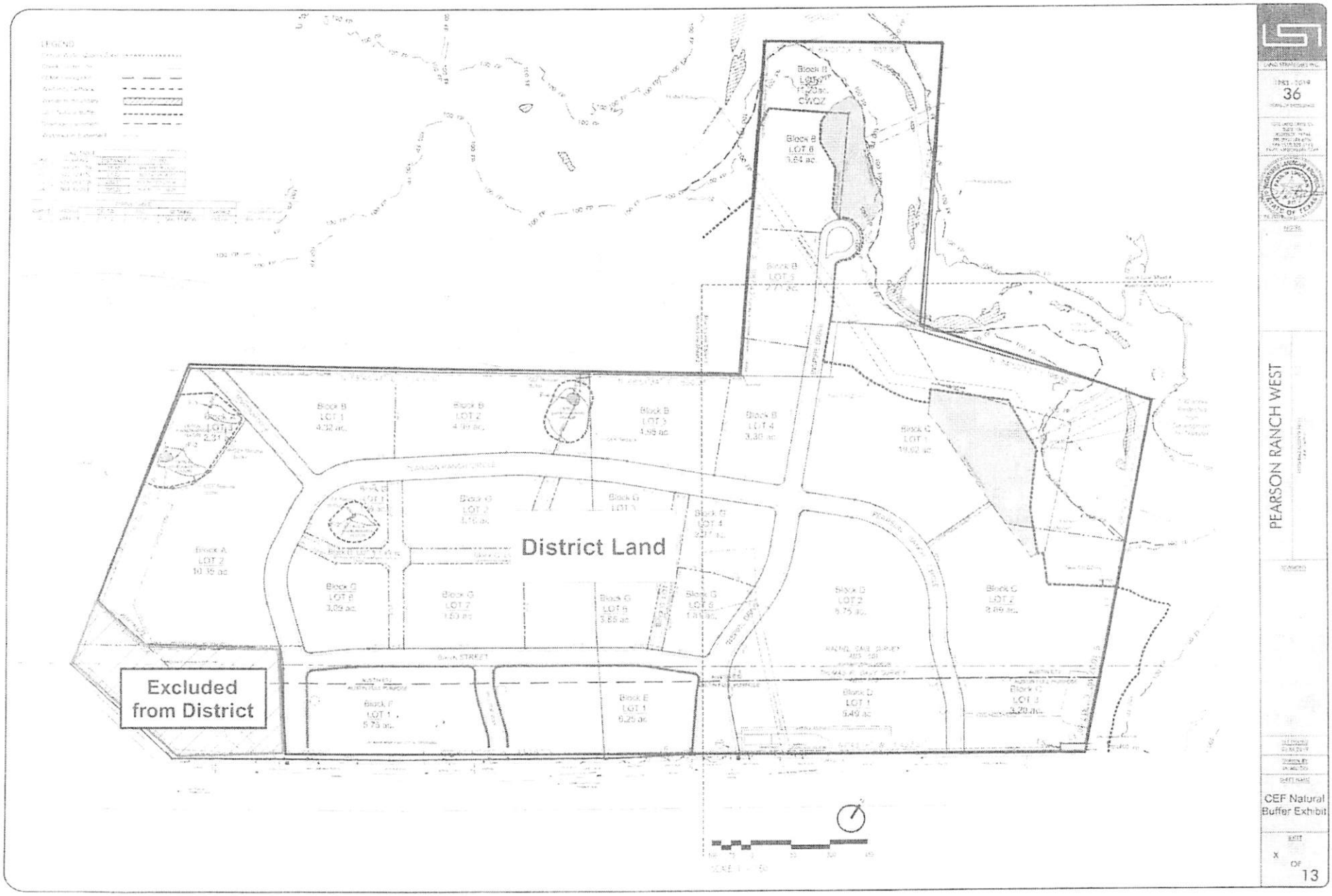
THENCE North 84 degrees 50 minutes 51 seconds East, a distance of 930.90 feet to a point for corner;

THENCE South 10 degrees 36 minutes 54 seconds East, a distance of 674.79 feet to a point for corner;

THENCE South 10 degrees 40 minutes 16 seconds East, a distance of 290.66 feet to a point for corner;

THENCE South 10 degrees 37 minutes 54 seconds East, a distance of 417.94 feet to the POINT OF BEGINNING and CONTAINING a computed area of 155.79 acres, or 6,786,298 square feet of land, more or less.

SAVE AND EXCEPT that portion located within the municipality, all of Lot 1, Block A, said Pearson Ranch West, Texas, Phase 1, being 6.909 acres or 300,970 square feet LEAVING A NET ACREAGE of 148.88 acres or 6,485,328 square feet of land, more or less.


District Land
Excluded from District
PEARSON RANCH WEST
CEF Natural Buffer Exhibit
36
13