

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

GRBK EDGEWOOD LLC;

**AVA ROHDE AND RUMMEL & ROHDE FARMS LTD., A TEXAS LIMITED
PARTNERSHIP**

AND

**NORTH FORK MUNICIPAL UTILITY DISTRICT OF WILLIAMSON
COUNTY, TEXAS**

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “Agreement”) is by **Williamson County, Texas**, a Texas political subdivision (the “County”), **GRBK Edgewood LLC** (the “Developer”), and **Ava Rohde and Rummel & Rohde Farms LTD., a Texas limited partnership** (the “Owner”). Subsequent to its creation, **North Fork Municipal Utility District of Williamson County, Texas**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the “District”), will become a party to this Agreement. The County, the Developer, the Owner and the District are sometimes referred to individually herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Developer has under contract with Owner to purchase approximately 343 acres of land located within the boundaries of the County (the “Land”); and

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

WHEREAS, the Developer intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner, Developer, 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 and Developer has proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the “TCEQ”); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and 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 Water Code to serve the area within the District (collectively, the “District Improvements”); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Developer, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the “Applicable Regulations”); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water 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;

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 regulations, 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 date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Developer in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

Developer GRBK Edgewood LLC and its successors and assigns under this Agreement.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the 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 Water Code, to serve the District.

Land means approximately 343 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

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, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II

CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw any pending request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Ava Rohde and Rummel & Rohde Farms LTD., a Texas limited partnership for the creation of North Fork Municipal Utility District of Williamson County* TCEQ Docket No. D-07022024-003 ("TCEQ Proceeding"). Failure of the County to withdraw any pending request from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

Section 2.02. District Execution of Agreement. The Developer shall cause the District's Board of Directors 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.

ARTICLE III ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner, Developer, or an affiliated entity under common control of the Owner or Developer will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way owned by Owner, Developer, or an affiliated entity under common control of the Owner or Developer required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B**, within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is that is not otherwise owned by Owner, Developer, or any affiliated entity under common control of Developer or Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, Developer, or an affiliated entity under common control of Owner or Developer will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Owner, Developer, or an affiliated entity under common control of Owner or Developer required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, Developer, or an affiliated entity under common control of Owner or Developer , the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner and Developer reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner or Developer which will not be unreasonably withheld. Owner and Developer shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner, Developer or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner, Developer or the District and shall be constructed

pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner and Developer shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner, Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner and Developer hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for 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 Developer have vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution 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 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. 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 confirmation, director, and bond 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 V

TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. **Term.** The term of this Agreement shall commence following the County's, Owner's, and Developer's execution hereinbelow 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 5.02. **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 the Developer and following creation of the District, the District. This Agreement 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. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's or Developer's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District. Owner may terminate this Agreement at any time by providing written notice of termination to the Developer and County prior to creation of the District by final nonappealable order of TCEQ in the event Developer does not close on the purchase of the Land. In the event of such termination, Owner shall withdraw, or cause to be withdrawn, from TCEQ the application for creation of the District.

Section 5.03. **Assignment.**

(a) This Agreement, and the rights of the Owner and Developer hereunder, may be assigned by the Owner and Developer, with the County's written consent which will not be unreasonably withheld, 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. Notwithstanding the foregoing, Owner and Developer shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner or Developer without the County's written consent; provided, however, that the Owner or Developer shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner, Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

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

Section 5.04. **Remedies.**

(a) If the County defaults under this Agreement, the Owner, Developer, 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 forty-five (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 forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Developer or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or Developer or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or Developer or the District fails to cure any Monetary Default within forty-five (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 forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Developer fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Developer from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Developer's eligible costs until this Agreement is approved and delivered to the County.

(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 VI MISCELLANEOUS PROVISIONS

Section 6.01. **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
 Attn: County Judge
 710 Main Street, Ste. 101
 Georgetown, Texas 78628

Developer: At the address set forth under Owner's execution below

District: At the address set forth under Owner's execution below

Owner(s): At the address set forth under Owner's execution below

With Copy to:

GRBK Edgewood LLC
Attn: Hilary Liston
5501 Headquarters Dr.
Suite 300W
Plano, TX 75024
Telephone No.: (214)957-5444
Email:hliston@greenbrickpartners.com

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.

Section 6.02. 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 6.03. 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 6.04. 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 6.05. 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 6.06. 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.

Section 6.07. **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 6.08. **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, Developer, and District 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, Developer, and District.

Section 6.09 **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 6.10. **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 6.11. **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the County, the District, the Owner, nor the Developer 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 the Developer (and any permitted assignee of the Owner or Developer).

Section 6.12. **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

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

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

**WILLIAMSON COUNTY, TEXAS
(COUNTY)**

Valerie Covey

By: _____

Name: Valerie Covey

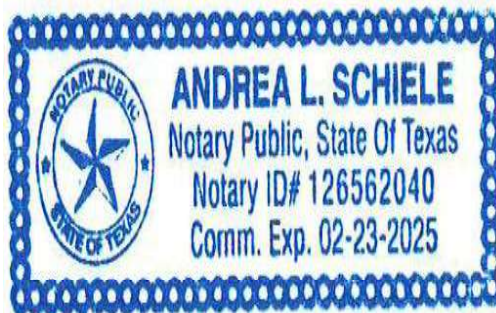
Title: As Presiding Officer of the Williamson
County Commissioners Court

Date: September 24, 2024

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on September 24, 2024, by Valerie Covey, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

(Seal)



Andrea L. Schiele

Notary Public Signature

DEVELOPER:

GRBK Edgewood LLC,
a Texas limited liability company

By: Austin Evetts

Name: Austin Evetts

Its: Authorized Signer

Date: 9/19/2024

Address for Notice:

9430 Research Blvd.
Echelon Bldg. IV, Ste. 180
Austin, TX 78759
Attn: Austin Evetts

THE STATE OF TEXAS

§

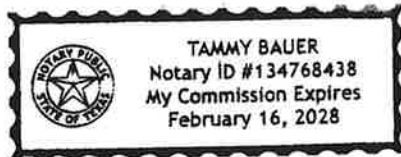
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on the 19th day of September, 2024,
by Austin Evetts, as Authorized Signer of GRBK Edgewood LLC, a Texas limited liability
company, on behalf of said company.

(SEAL)



Tammy Bauer
Notary Public Signature

OWNER:

Ava Rohde

Ava Rohde

RUMMEL & ROHDE FARMS LTD.,
A Texas limited partnership

By: Rummel & Rohde Management, LLC, a
Texas limited liability company, its general
partner

By: Ava Rohde

Name: Ava Rohde

Its: Manager

Date: 09-18-2024

Address for Notice:

PO Box 9184, Horseshoe Bay, TX 78657
Attn: Ava Rohde

THE STATE OF California
COUNTY OF San Diego

§
§
§

This instrument was acknowledged before me on the 18th day of September, 2024, by Ava Rohde, both individually and as Manager of Rummel & Rohde Management, LLC, general partner of Rummel & Rohde Farms Ltd., a Texas limited partnership, on behalf of said limited partnership.

**SEE NOTARY
ATTACHMENT**

(SEAL)

Notary Public Signature

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Diego

On

September 18, 2024

before me,

Patricia Rosales NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared

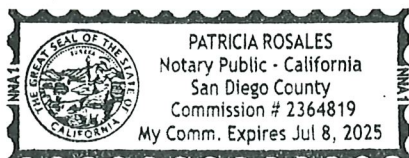
Ava Rohde

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Patricia Rosales

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Consent & Development Agreement Among Williamson County, Texas

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

**NORTH FORK MUNICIPAL UTILITY
DISTRICT OF WILLIAMSON COUNTY**

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

Attn: _____

_____, _____, _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____,
_____, by _____, President of the Board of
Directors of _____ Municipal Utility District No. _____, on behalf of said
District.

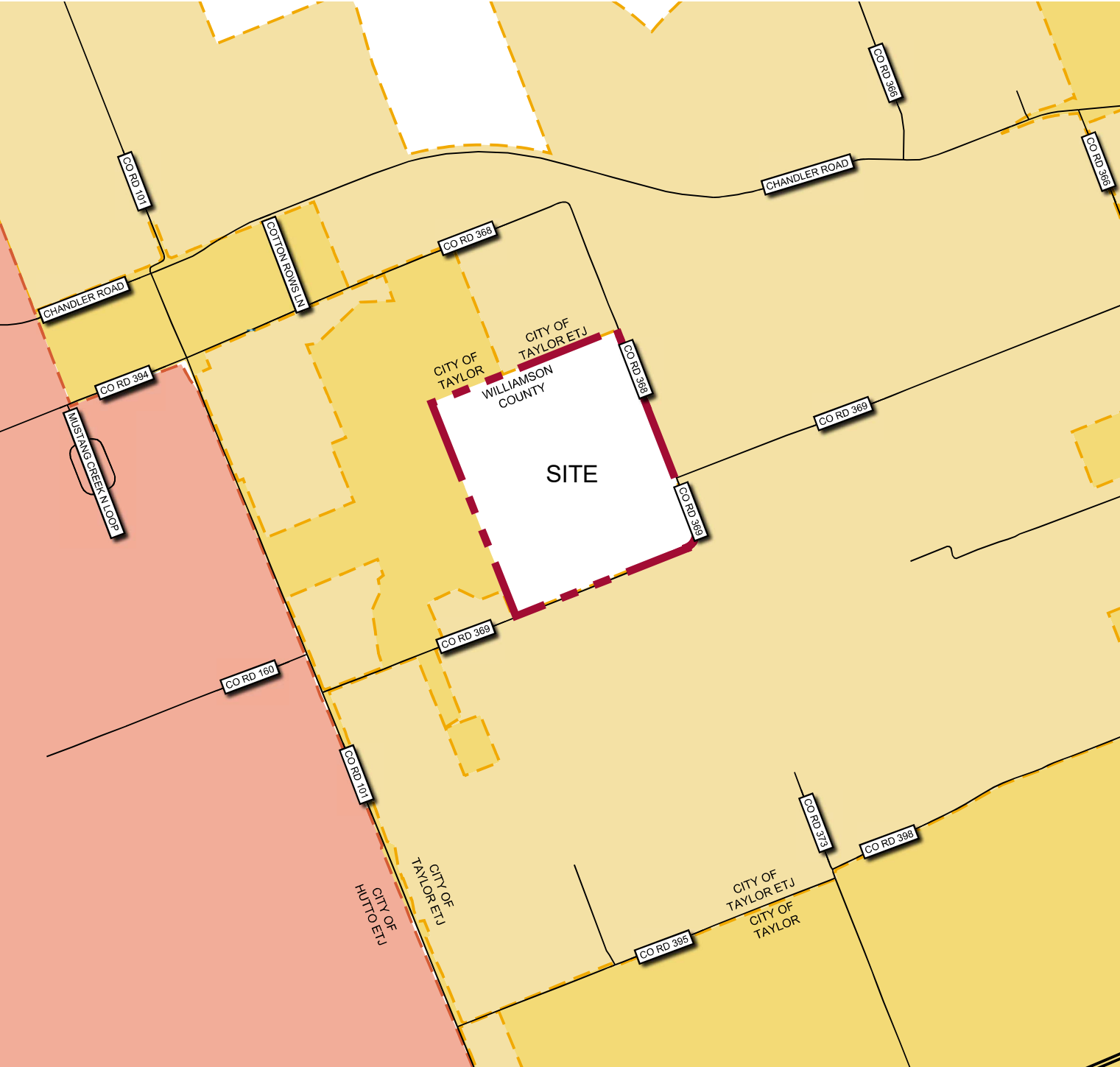
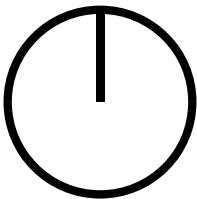
(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]



LOCATION MAP
SCALE: N.T.S.

EXHIBIT "A"

North Fork MUD

30.592479, -97.481952
Williamson County, Texas
April 2024

DWG NAME: K:\FIS, CIVIL\FRISCO SINGLE FAMILY PURSUITS_2024\02\2024 - RUMMEL MUD\CADEXHIBITS\PLANSHEET\EXHIBIT 1 - LOCATION MAP.DWG
LAST SAVED: 3/28/2024 9:08 AM

Kimley»Horn

501 S. Austin Avenue, Suite 1310
Georgetown, TX 78626
512-520-0768
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. FLOOD PLAIN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
3. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2024

**A METES AND BOUNDS
DESCRIPTION OF
A 343.069 ACRE TRACT OF LAND**

BEING a 343.069 acre (14,944,096 square feet) tract of land situated in the James C. Eaves Survey, Abstract 213, Williamson County, Texas; and being all of that certain 344.99 acre tract described in Correction Special Warranty Deed to Rummel and Rohde Farms LTD. in Document No. 2011077685 of the Official Public Records of Williamson County, inclusive of that certain 1.700 acre tract described in Special Warranty Deed to Carlton and Ava Rohde in Document No. 2011056564 of the Official Public Records of Williamson County; said 344.99 acres being all of that certain 347.38 acres in Volume 17, Page 368 of the Deed Records of Williamson County, save and except the following tracts:

- that certain 10-foot wide 0.69 acre strip of land in Volume 361, Page 508 of the Deed Records Williamson County;
- that certain 0.452 acre tract described in instrument to Williamson County, Texas, in Document No. 2002062281 of the Official Public Records of Williamson County;
- and a portion of the original 347.38 acre tract along it's east boundary for which no conveyance was located that appears to reside with the current area of County Road 368 (width varies by occupation);

BEGINNING at a 5/8-inch iron pipe found on the apparent northwesterly right-of-way line of County Road 369 (variable width public right-of-way, no dedication found) marking the southwest corner of said 344.99 acre tract and the southeast corner of that certain Tract 8 described as 338.192 acres in instrument to Terrel Timmermann Farms LP., recorded in Document No. 2017102681 of the Official Public Records of Williamson County;

THENCE, along the common line of said 344.99 acre and 338.192 acre tracts the following two (2) courses and distances:

1. North 21°36'38" West, 4149.44 feet to a 3/4-inch iron pipe found marking the northwest corner of said 344.99 acre tract, and an interior corner of the said 388.192 acre tract;
2. North 68°12'34" East, 3609.61 feet to a point on the apparent southwesterly right-of-way line of said County Road 368, marking the southeast corner of that certain 126.10 acre tract described in instrument to Ruby L. Cottle, et al, in Document No. 2003078952 of the Official Public Records of Williamson County, and the northeast corner of the herein described tract; said point for corner bears North 5°43'43" West, 10.83 feet to a found 1/2-inch iron rod with orange cap stamped "BTS";

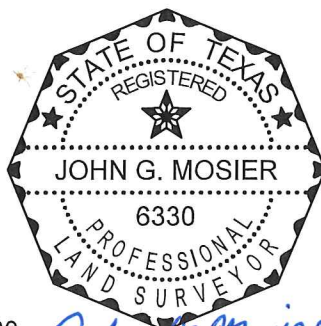
THENCE, South 21°23'01" East, 3880.09 feet along the apparent southwesterly right-of-way line of said County Road 368 to a 1/2-inch iron rod with orange cap stamped "BTS" found marking the north corner of said save and except 0.452 acre tract;

THENCE, along the northwesterly and southwesterly lines of said save and except 0.452 acre tract, same being the right-of-way line of said County Road 369, the following three (3) courses and distances:

1. South 68°42'07" West, 1.72 feet to a 1/2-inch iron rod with orange cap stamped "BTS" found at the beginning of a curve;
2. in a southwesterly direction along a non-tangent curve to the right, having a central angle of 90°27'38", a radius of 260.00 feet, a chord bearing and distance of South 23°14'09" West, 369.17 feet, and a total arc length of 410.50 feet to a 1/2-inch iron rod with orange cap stamped "BTS" found for corner;
3. South 21°39'13" East, 18.93 feet to a 1/2-inch iron rod with orange cap stamped "BTS" found on the apparent northwesterly right-of-way line of said County Road 369, marking the southwest corner of said save and except 0.452 acre tract;

THENCE, South 68°23'18" West, 3332.18 feet along the apparent northwesterly right-of-way line of said County Road 369 to the **POINT OF BEGINNING**, and containing 343.069 acres of land in Williamson County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. The Combined Surface to Grid Scale Factor is 0.9998800143. This description was generated on 4/11/2024 at 9:00 AM, based on geometry in the drawing file K:\SNA_Survey\064537560-GREEN BRICK - Taylor\DWG\Exhibits\343.069 ACRES-MUNICIPAL UTILITY DISTRICT.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas

LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S68°42'07"W	1.72'	C1	90°27'38"	260.00'	410.50'	S23°14'09"W	369.17'
L2	S21°39'13"E	18.93'						



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

**EXHIBIT OF
343.069 ACRE TRACT
MUNICIPAL UTILITY DISTRICT**
J.C. EAVES SURVEY,
ABSTRACT NO. 213
WILLIAMSON COUNTY, TEXAS

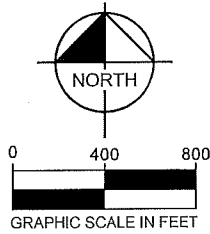
Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	4/11/2024	064537560	1 OF 2



CALLLED 126.10 ACRES
RUBY L. COTTLE, ET AL
DOC# 2003078952 OPRWC
N68°12'34"E 3609.61'

APPARENT
ROW LINE

CALLLED 0.68 ACRES
SAM STONE COUNTY
JUDGE WILLIAMSON
COUNTY TEXAS
VOL. 361, PG. 508 DRWC
COUNTY ROAD 368
(VARIABLE WIDTH PUBLIC R.O.W.)
S21°23'01"E 3880.09'

CALLLED EAST LINE OF
347.38 ACRES AND
WITH THE J.C. EAVES
SURVEY, ABSTRACT 213
VOL.17, PG.368 DRWC

CALLLED 344.99 ACRES
(346.69 AC. S&E 1.700 AC.)
RUMMEL AND ROHDE FARMS LTD.
DOC# 2011077685 OPRWC

CALLLED 347.38 ACRES
VOL.17, PG.368 DRWC

TITLE OF AREA IN ROW OF
COUNTY ROAD APPEARS
TO REMAIN WITH ROHDE

**MUNICIPAL UTILITY
DISTRICT
343.069 ACRES
14,944,096 SQ. FT.**

CALLLED 338.192 ACRES
(TRACT 8)
TERRELL TIMMERMANN
FARMS LP.
DOC# 2017102681 OPRWC
HEREIN DESCRIBED IN
DOC# 9619524
ORWC

N21°36'38"W 4149.44'

CALLLED 10.092 ACRES
SARAH WHITE
DOC# 2017003075
OPRWC

CALLLED 1.700 ACRES
CARLTON AND AVA ROHDE
DOC# 2011056564
OPRWC

POB

1/2" IRFC
(ORANGE CAP BTS)
1/2" IRFC
(ORANGE CAP BTS)
1/2" IRFC
(ORANGE CAP BTS)

COUNTY ROAD 369
(VARIABLE WIDTH PUBLIC R.O.W.)
S68°23'18"W 3332.18'

GEODETIC NOTE: THE BEARINGS SHOWN
HEREON ARE BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, CENTRAL ZONE
(FIPS 4203) (NAD'83), AS DETERMINED BY THE
GLOBAL POSITIONING SYSTEM (GPS). ALL
DISTANCES SHOWN HEREON ARE ON THE
SURFACE. THE COMBINED SURFACE TO GRID
SCALE FACTOR FOR THE PROJECT IS
0.9998800143. THE UNIT OF LINEAR
MEASUREMENT IS U.S. SURVEY FEET.

CERTIFICATION: THIS IS A LEGAL DESCRIPTION
BASED ON A FIELD SURVEY BY KIMLEY-HORN
PERSONNEL. NO IMPROVEMENTS ARE SHOWN.
NO EXISTING EASEMENTS ARE SHOWN. THIS IS
NOT A LAND TITLE SURVEY. SEE THE
SEPARATE LAND TITLE SURVEY UNDER JOB
NO.064537560 FOR ADDITIONAL INFORMATION.

**EXHIBIT OF
343.069 ACRE TRACT
MUNICIPAL UTILITY DISTRICT
J.C. EAVES SURVEY,
ABSTRACT NO. 213
WILLIAMSON COUNTY, TEXAS**

LEGEND:

POB = POINT OF BEGINNING
IRSC = 1/2" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD FOUND (W/CAP STAMPED "____")
IPF = IRON PIPE FOUND
DRWC = DEED RECORDS WILLIAMSON COUNTY
PRWC = PLAT RECORDS WILLIAMSON COUNTY
OPRWC = OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY

SEE PAGE 1 OF 2
FOR SURVEYOR'S
SIGNATURE AND SEAL

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973

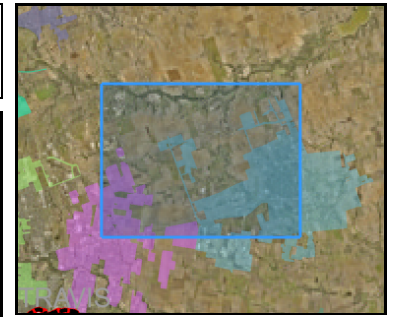
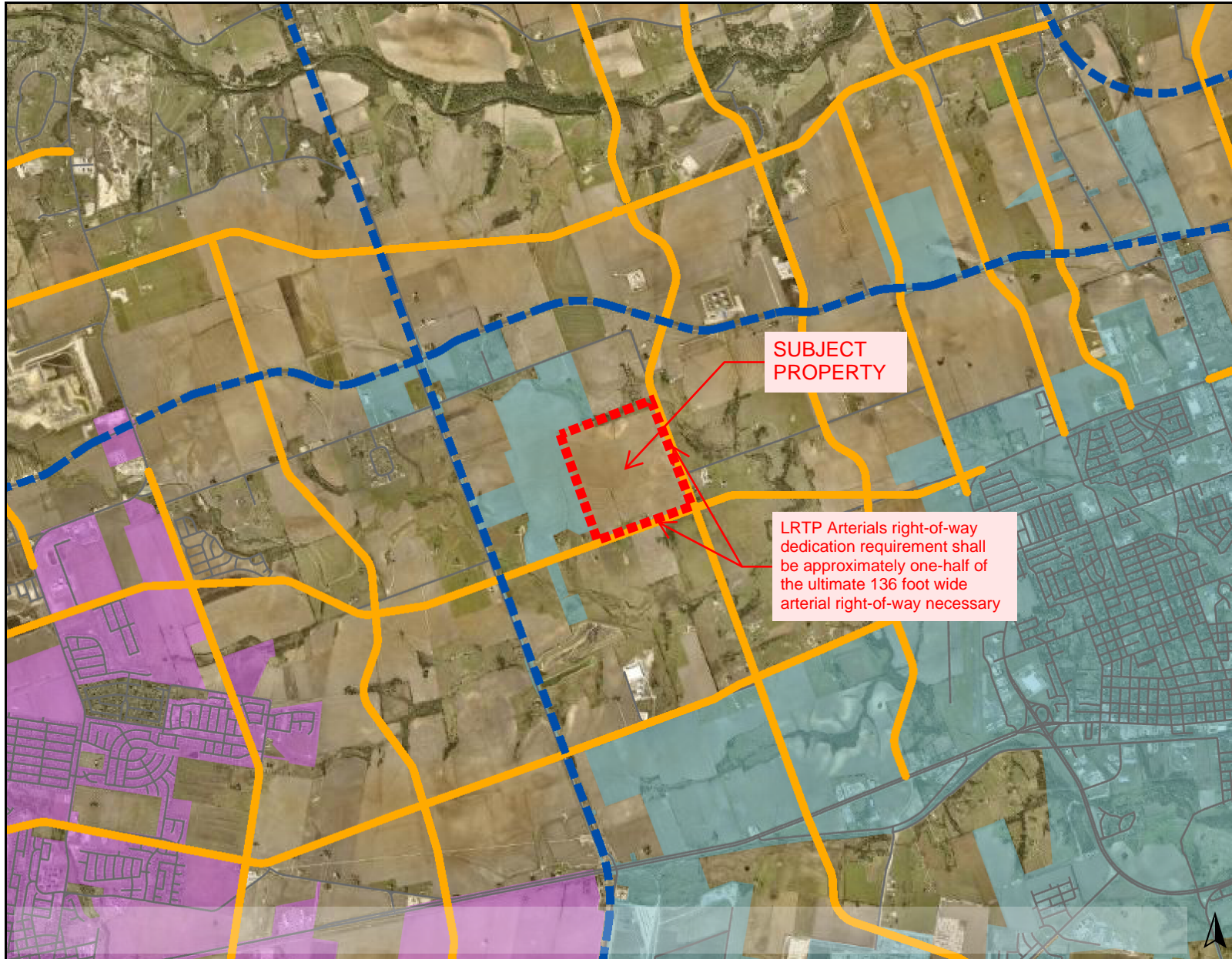
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 800'	MAV	JGM	4/11/2024	064537560	2 OF 2

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]



Legend

Boundary

County Boundary



Transportation Plan

Long Range Transportation Plan

Arterial - Proposed

Controlled Access - Proposed Local

Controlled Access - Proposed State

Streets

Streets



Municipalities

Incorporated Cities

HUTTO

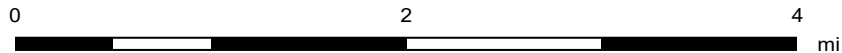
TAYLOR

Imagery

Red: band_1

Green: band_2

Blue: band3



1:72224

This map and data are for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

9/17/2024 4:29:37 PM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes