

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

HOUSTON-TAYLOR CAPITAL INVESTMENTS, LLC;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 50

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "Agreement") is by **Williamson County, Texas**, a Texas political subdivision (the "County") and **Houston-Taylor Capital Investments, LLC** (the "Developer"). Subsequent to its creation, **Williamson County Municipal Utility District No. 50**, 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 and the District are sometimes referred to individually herein as a "Party" and collectively as the "Parties". The effective date (the "Effective Date") of this Agreement shall be date of the last signatory to this Agreement.

RECITALS

WHEREAS, the Developer has under contract to purchase in phases approximately 506.558 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 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 landowner and Developer have 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:

Affiliate means any entity under common control of Developer or any of Developer's owners.

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 means Houston-Taylor Capital Investments, 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 278.915 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

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

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 L RTP Arterials or Corridor Projects within the L RTP. 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.

(a) The County acknowledges receipt of notice of the 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 date Developer submits its request to the TCEQ to include the language described in Paragraph (b) of this Section 2.01 in the TCEQ order creating the District and notifies the County that the request has been submitted, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Cathy Moore and Mark Albrecht for the Creation of Williamson County Municipal Utility District No. 50*, TCEQ Docket 2024-1722-DIS ("TCEQ Proceeding"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

(b) Developer agrees to cause the TCEQ to include the following statement in the TCEQ order creating District: "Within thirty (30) days after the date the District's Board of Directors holds its organizational meeting, the District shall join in the execution

of that certain Consent and Development Agreement with Williamson County, Texas, dated _____, 2024.”

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 Developer or an Affiliate 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 Developer or an Affiliate 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 i) on land that is outside the boundaries of the Land and is that is not otherwise owned by Developer or an Affiliate, the County shall be responsible for acquiring said right-of-way; or ii) on any portion of the Land located in the District that is not owned by Developer or an Affiliate at the time the request for dedication is made, the District shall be responsible for acquiring said right-of-way and transferring it to the County 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 such Land. The District, Developer, or any Affiliate shall not disannex from the District any portion of the Land identified within the Corridor Projects in the LRTP.

(b) LRTP Arterial(s) Dedication. The Developer, or an Affiliate 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 Developer, or an Affiliate 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 i) on land that is outside the boundaries of the Land and is not owned Developer or an Affiliate, the County shall be responsible for acquiring said right-of-way; or ii) on any portion of the Land located in the District that is not owned by Developer or an Affiliate at the time the request for dedication is made, the District shall be responsible for acquiring said right-of-way and transferring it to the County in a time period as determined by the County. The District, Developer, or any Affiliate shall not disannex from the District any portion of the Land identified within the LRTP as LRTP Arterials.

(c) **Right of Way Reimbursements.** The 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 Developer which will not be unreasonably withheld. Developer shall have no obligation to convey any lands to the County not located within or adjacent to the Land. If the County determines it no longer needs any portion of the Land for any Corridor Project and/or LRTP Arterial(s) right-of-way as shown on Exhibit B, County agrees to release the Land no longer needed for any Corridor Project and/or LRTP Arterial(s) right-of-way to the adjoining landowner.

Section 3.02. Road Construction. Except in cases when the 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 Developer or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The 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 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 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 Developer has 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 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 and the Developer and following creation of 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 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.

Section 5.03. Assignment.

(a) Prior to Developer's purchase of all or any portion of the Land, this Agreement may not be assigned to a person or entity that is not an Affiliate without County's written consent, which will not be unreasonably withheld. If Developer owns all or a portion of the Land and this Agreement has been recorded in the real property records of Williamson County, as required by Paragraph (b) of this Section 5.03, this Agreement, and the rights of the Developer hereunder, may be assigned by the Developer as to all or any portion of the Land being purchased by such entity. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. The Developer shall provide the County written notice of the assignment pursuant to Section 6.01 below.

(b) The terms of this Agreement will run with the Land and will be binding upon the Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect. Upon the purchase of all or a portion of the Land, Developer shall record this Agreement in the real property records of Williamson County.

(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.

(d) If Developer does not purchase all or a portion of the Land after the creation of the District, the District shall cause the owner of the Land (or any portion thereof) to assume this Agreement. The District may not enter into any Reimbursement Agreements with the owner of the Land and may not reimburse the owner of the Land for any of the costs associated with the development of the Land unless and until the owner of such Land (or any portion thereof) has assumed the Agreement as to the portion it acquires and records the Agreement in the real property records of Williamson County.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, 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 Developer or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the 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. If the District fails to cause the owner of all or any portion of the Land to assume this Agreement as provided by Section 5.03(d), or fails to acquire right-of-way as provided by Section 3.01(a)(ii) and (b)(ii), the County shall have the right to enjoin the District from executing any Reimbursement Agreements with the owner of the Land (or any portion thereof) and reimbursing the owner of the Land (or any portion thereof) the eligible costs (related to the portion of Land that is not bound by 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 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
Developer's execution below

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

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 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 Developer and District. Developer further represents that it is not prohibited by law from contracting with the County.

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 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 Developer (and any assignee of the 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)**

By: Bill Gravell Jr.
Bill Gravell (Dec 10, 2024 13:13 CST)

Name: Bill Gravell, Jr

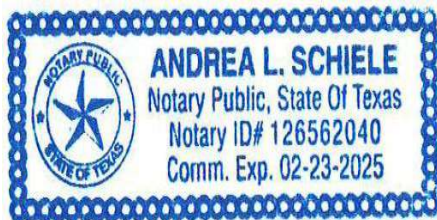
Title: As Presiding Officer of the Williamson
County Commissioners Court

Date: December 10, 2024

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on December, 2024, by Bill Gravell Jr., as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

(Seal)



Andrea L. Schiele
Notary Public Signature

DEVELOPER:

**HOUSTON-TAYLOR CAPITAL
INVESTMENTS, LLC**

By: [Signature]

Name: Zach Ipour

Its: Co-President

Date: 12-4-24

Address for Notice:

2101 Cedar Springs Rd Ste 700 Dallas TX 75201
Attn: Sidney Bazzi, General Counsel

THE STATE OF Texas

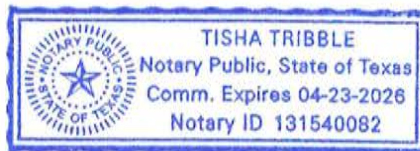
COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 4 day of December, 2024, by Zach Ipour, as Co President of Houston-Taylor Capital Investment, LLC, on behalf of Developer.

(SEAL)

[Signature]
Notary Public Signature



**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 50**

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 Williamson County Municipal Utility District No. 50, on behalf of said
District.

(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land
[attached]



LEGAL DESCRIPTION

BEING a 278.915-acre tract of land out of the Silas Palmer Survey No. 12, Abstract Number 499, and James C. Eaves Survey, Abstract Number 213, Williamson County, Texas, being a portion of that certain tract of land called to contain 401.230-acres (Tract 2) as described in a Special Warranty Deed to Cathy Moore recorded in Document No. 2022057882 of the Official Public Records of Williamson County, Texas and being a portion of that certain tract of land called to contain 384.057-acres (Tract 1) as described in a Special Warranty Deed to Mark Albrecht recorded in Document No. 2022057883 of the Official Public Records of Williamson County, Texas; said 278.915-acre tract of land being more particularly described as follows (bearings referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING: at a 5/8-inch iron rod with cap stamped "KONTUR TECH" found on the northern line of Chandler Road, (R.O.W. Varies), for the southeastern corner of the remainder of a 192.156-acre tract of land as described in a Decree of Divorce to Julius A. Wolbrueck, JR. recorded in Document No. 2018109981 of the Official Public Records, further described in Volume 694, Page 24 of the Deed Records of Williamson County, Texas, for the southwestern corner of the said 401.230-acre tract, for the southwestern corner of this herein described tract;

THENCE: Along the common line of said 192.156-acre tract and said 401.230-acre tract with the following courses and distances:

1. North 21°33'16" West a distance of 1748.28 feet to a 1/2-inch iron rod with cap stamped "BTS" found;
2. North 16°00'50" West a distance of 1043.81 feet to a 5/8-inch iron rod found;
3. North 25°01'11" West a distance of 380.51 feet to a 1/2-inch iron rod found for the northeastern corner of the said 192.156-acre tract, an interior corner of the said 401.230-acre tract;

THENCE: South 67°46'26" West a distance of 2564.05 feet along the northwestern line of the said 192.156-acre tract, a southeastern line of the said 401.230-acre tract, and continuing along a southeastern line of the said 384.057-acre tract to a 1/2-inch iron rod with cap stamped "BTS" found on the northeastern line of a 50-acre tract of land as described in an Executor's Deed to Charlotte Lyn Davis recorded in Document no. 2000014961 of the Official Public Records of Williamson County, Texas, for the southernmost southwestern corner of the said 384.057-acre tract, the northwestern corner of the said 192.156-acre tract, for the northernmost southwestern corner of this herein described tract;

THENCE: Along the common line of said 50-acre tract and said 384.057-acre tract North 21°46'09" West a distance of 471.25 feet to a 1/2-inch iron rod found on a western line of said 384.057-acre tract, for the northeastern corner of said 50-acre tract, the southeastern corner of a 90.23-acre tract of land as described in a Revocation of Transfer on Death Deed to Helmer Woodrow Dahl recorded in Document no. 2022093861 of the Official Public Records, further described in Volume 390, Page 247 of the Deed Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: Along the common line of the said 90.23-acre tract and the said 384.057-acre tract North 21°34'41" West a distance of 1763.12 feet to a calculated point on an approximate northern Extraterritorial Jurisdiction (ETJ) line of the City of Taylor, for the northwestern corner of this herein described tract;

THENCE: Across the said 384.057-acre tract and the said 401.230-acre tract with the following courses and distances:

1. with a non-tangent curve to the right having a Delta angle of $4^{\circ}52'09''$, a Radius of 5381.93 feet, an Arc length of 457.37 feet, with a Chord bearing of South $84^{\circ}04'39''$ East a distance of 457.23 feet to a calculated point;
2. with a non-tangent curve to the right having a Delta angle of $49^{\circ}19'54''$, a Radius of 5330.00 feet, an Arc length of 4589.13 feet, with a Chord bearing of South $88^{\circ}37'20''$ East a distance of 4448.69 feet to a calculated point of intersection of the approximate northern line of the City of Taylor Extraterritorial Jurisdiction Line (ETJ) and the eastern line of the said 401.230-acre tract, a western line of a 78.387-acre tract of land as described in a Special Warranty Deed to Quest Trust company FBO Michael Herzog recorded in Document No. 2021005374 of the Official Public Records of Williamson County, Texas, for the northeastern corner of this herein described tract;

THENCE: Along the common line of the said 78.387-acre tract and the said 401.230-acre tract with the following courses and distances:

1. South $12^{\circ}16'08''$ East a distance of 637.42 feet to a 5/8-inch iron rod found;
2. South $60^{\circ}55'50''$ West a distance of 107.60 feet to a 5/8-inch iron rod found;
3. North $67^{\circ}02'30''$ West a distance of 268.24 feet to a 5/8-inch iron rod found;
4. South $62^{\circ}31'20''$ West a distance of 74.32 feet to a 5/8-inch iron rod found;
5. South $21^{\circ}29'45''$ East a distance of 3565.48 feet to a 1/2-inch iron rod found on the northern line of said Chandler Road, for the southeastern corner of the said 401.230-acre tract, the southwestern corner of the said 78.387-acre tract, for the southeastern corner of this herein described tract;

THENCE: Along the northern line of said Chandler Road, the southern line of the said 401.230-acre tract with a non-tangent curve to the left having a Delta angle of $18^{\circ}18'24''$, a Radius of 5100.00 feet, an Arc length of 1629.52 feet, with a Chord bearing of South $84^{\circ}04'39''$ West a distance of 1622.60 feet to the POINT OF BEGINNING and CONTAINING an area of 278.915-acres of land.



Rex L. Hackett
Registered Professional Land Surveyor No. 5573
Email: rhackett@quiddity.com

04/22/2024

Date Revised



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 700'



APPROX. SAMUEL PHARRASS SURVEY
A-24 SURVEY LINE

QUEST TRUST COMPANY
FBO MICHAEL HERZOG
SPECIAL WARRANTY DEED
78.387 ACRES
DOC. NO. 2021005374 O.P.R.W.C.T.

APPROXIMATE
CITY OF TAYLOR
EXTRATERRITORIAL
JURISDICTION LINE

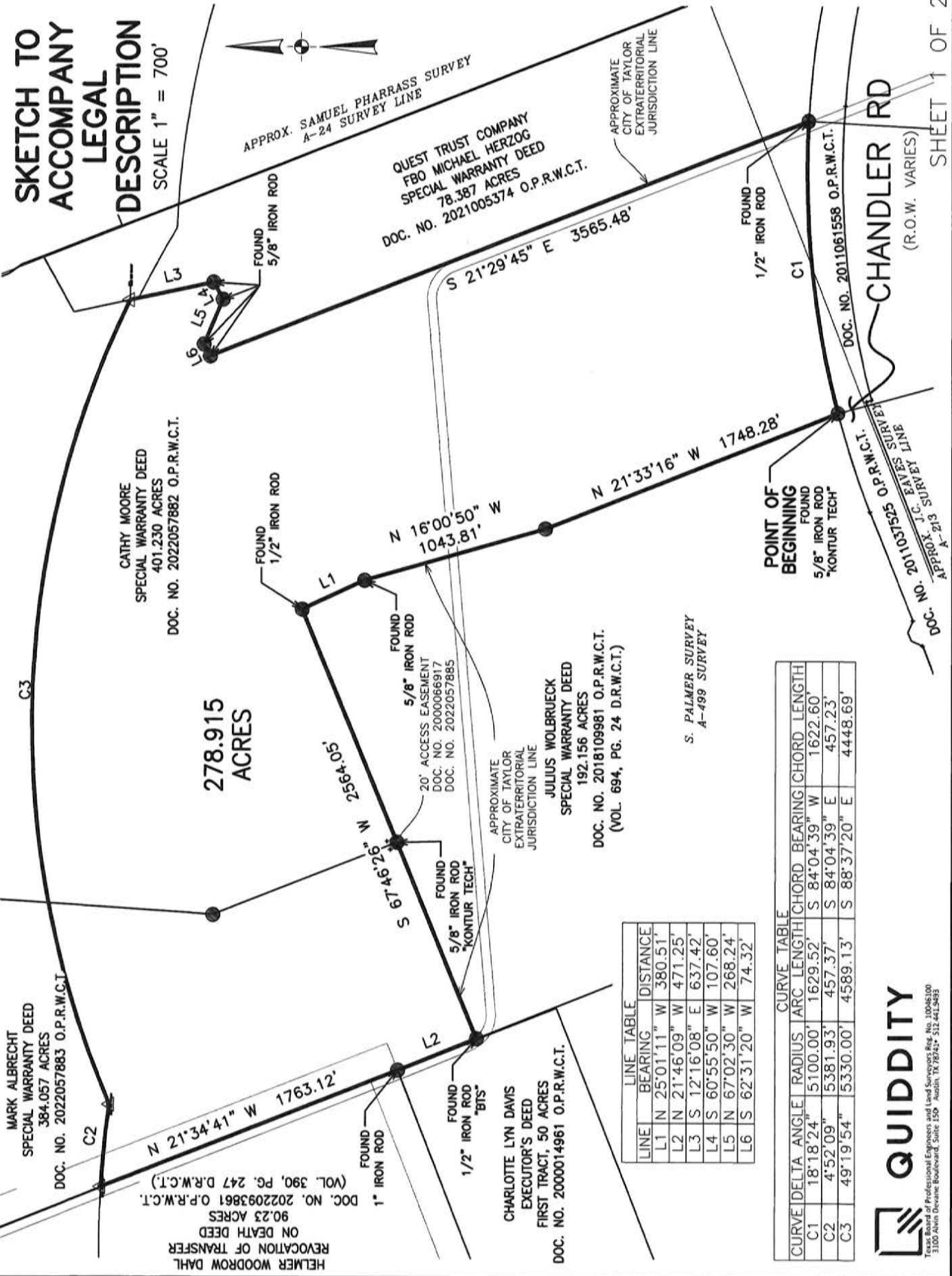
CHANDLER RD
(R.O.W. VARIES)

SHEET 1 OF 2

JOB # 17997-0001-00

RLH/ash

K:\17997\17997-0001-00 Chandler Road - Prelim & Survey\1 Surveying Phase\CAD Files\Working Dwg\17997-0001-00 Primary MUD Checks.dwg



278.915
ACRES

MARK ALBRECHT
SPECIAL WARRANTY DEED
384.057 ACRES
DOC. NO. 2022057883 O.P.R.W.C.T.

CATHY MOORE
SPECIAL WARRANTY DEED
401.230 ACRES
DOC. NO. 2022057882 O.P.R.W.C.T.

HELMER WOODROW DAHL
REVOCATION OF TRANSFER
ON DEATH DEED
90.23 ACRES
DOC. NO. 2022093861 O.P.R.W.C.T.
(VOL. 390, PG. 247 D.R.W.C.T.)

JULIUS WOLBRUECK
SPECIAL WARRANTY DEED
192.156 ACRES
DOC. NO. 2018109981 O.P.R.W.C.T.
(VOL. 694, PG. 24 D.R.W.C.T.)

S. PALMER SURVEY
A-499 SURVEY

CHARLOTTE LYN DAVIS
EXECUTOR'S DEED
FIRST TRACT, 50 ACRES
DOC. NO. 2000014961 O.P.R.W.C.T.

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 25°01'11" W | 380.51' |
| L2 | N 21°46'09" W | 471.25' |
| L3 | S 12°16'08" E | 637.42' |
| L4 | S 60°55'50" W | 107.60' |
| L5 | N 67°02'30" W | 268.24' |
| L6 | S 62°31'20" W | 74.32' |

| CURVE TABLE | | | | | | |
|-------------|-------------|----------|------------|---------------|---------|--------------|
| CURVE | DELTA ANGLE | RADIUS | ARC LENGTH | CHORD | BEARING | CHORD LENGTH |
| C1 | 18°18'24" | 5100.00' | 1629.52' | S 84°04'39" W | | 1622.60' |
| C2 | 4°52'09" | 5381.93' | 457.37' | S 84°04'39" E | | 457.23' |
| C3 | 49°19'54" | 5330.00' | 4589.13' | S 88°37'20" E | | 4448.69' |

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
3100 Alvin Deneane Boulevard, Suite 150 Austin, TX 78741-5124

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS

NOTES:

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



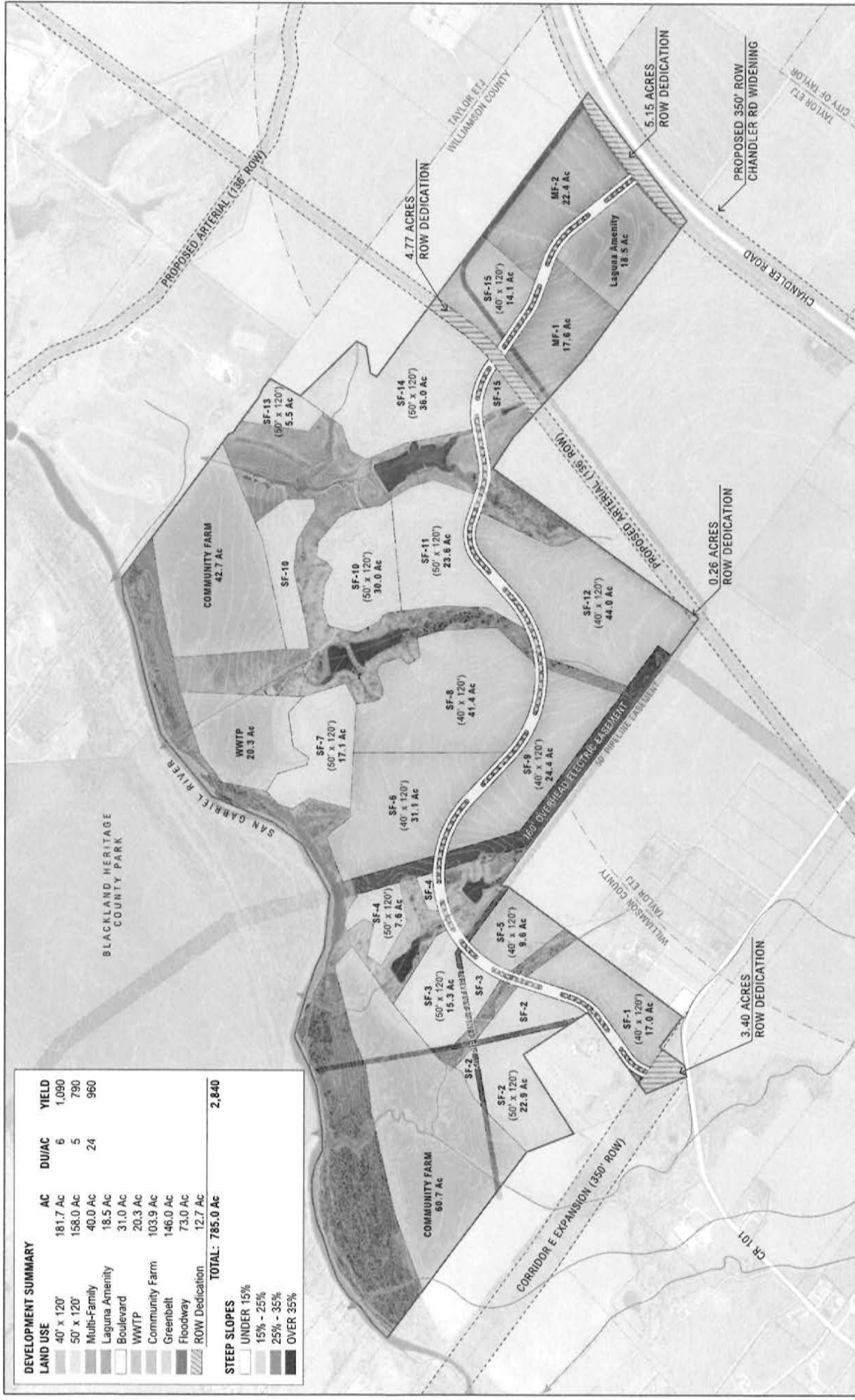
04/22/2024

RLH

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]



| DEVELOPMENT SUMMARY | | |
|---------------------|----------|-------|
| LAND USE | AC | YIELD |
| 40' x 120' | 181.7 Ac | 6 |
| 50' x 120' | 158.0 Ac | 5 |
| Multi-Family | 40.0 Ac | 24 |
| Laguna Amenity | 18.5 Ac | |
| Boulevard | 31.0 Ac | |
| WWTP | 20.3 Ac | |
| Community Farm | 103.9 Ac | |
| Greenbelt | 146.0 Ac | |
| Floodway | 73.0 Ac | |
| ROW Dedication | 12.7 Ac | |
| TOTAL: 785.0 Ac | | 2,840 |

| STEEP SLOPES | |
|--------------|--|
| UNDER 15% | |
| 15% - 25% | |
| 25% - 35% | |
| OVER 35% | |

FIJI ISLAND
CONCEPTUAL LAND USE PLAN
DECEMBER 2, 2024

