Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

ROADWAY SETTLEMENT AGREEMENT

This Roadway Settlement Agreement (this "Agreement") is entered into between WILLIAMSON COUNTY, TEXAS (the "County") and SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company (the "Developer"). In this Agreement, the County and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

RECITALS

WHEREAS, the Developer is in the process of developing a residential subdivision to be known as Scofield Farms in the area of the County depicted on the attached Exhibit A (the "Master Plan"); and

WHEREAS, both the general public and the Developer will benefit if the County and the Developer cooperate in order to expedite the construction of arterial roadways from CR 150 to and through the Development's boundary, as shown on the Master Plan; and

WHEREAS, in recognition of the impact that the Development will have on traffic demands in the County, the Developer has agreed to provide 120 feet of right-of-way within Phase II and 150 feet or right-of-way within Phase III for the East-West Arterial as shown on Exhibit B and 60 feet of right-of-way for the North-South Arterial on the western border of the Development. Additionally, the Developer will design and construct or cause to be constructed two lanes, being half of the North-South Arterial, and two lanes, being half of the East-West Arterial as shown in the shaded hatch in Exhibit B (the "Developer Portion"), as provided in this Agreement; and

WHEREAS, the County has agreed that the Developer will not be responsible for the design or construction of the other two lanes of the North-South Arterial and the other two lanes of the East-West Arterial shown in cross hatch marks on Exhibit B (the "Remainder Project"); and

WHEREAS, the County was previously deeded portions of the Master Plan property by Document No. 2024063386, Official Records of Williamson County, Texas for Arterial road right of way, a portion of which the Parties now desire to be returned to Developer in the locations as shown on Exhibit C (the Excess R.O.W.); and

WHEREAS, Section 232.105 of the Texas Local Government Code authorizes a commissioners' court to contract with a developer of land in the unincorporated area of the county to construct public improvements, and this Agreement is being entered into pursuant to and in compliance with that authority;

SECTION 1. COMPENSATION AND CONSIDERATION

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, in consideration for, including but not limited to, any Developer project adjustments and redesign, phasing separation, increased

construction and utility connection costs, design modifications or delays, and completion of the exchange and conveyance of the Road Projects right-of-way and return of the Excess R.O.W. properties as set out herein for adjustments to the alignment of certain Arterial roadways through the Master Plan property, within thirty (30) days following the full execution and recording of the Exchange Deed and Developer providing any additional information reasonably requested to facilitate County Auditor funding process, County will pay Developer a total amount of EIGHT HUNDRED AND NINETY ONE THOUSAND, EIGHT HUNDRED AND SIXTY-FOUR AND 75/100 DOLLARS ($891,864.75).

SECTION 2. PRIOR ROADWAY CONSTRUCTION AND CONVEYANCE AGREEMENT COMPENSATION AND RATIFICATION

In addition, provided the County has not paid the consideration of **One Hundred Twelve Thousand Two Hundred Twenty-One Dollars ($112,221.00)** for the conveyance right-of-way pursuant to the Roadway Conveyance and Construction Agreement with the effective date of June 4, 2019, a copy of which is shown as Exhibit D (the "Original Agreement"), within thirty (30) days following the delivery of satisfactory evidence by Developer that it has been assigned or otherwise legally possesses the rights of the "Developer" entity which executed the Original Agreement, and Developer providing any additional information reasonably requested to facilitate County Auditor funding process, County will tender payment to the Developer.

By execution of this Agreement, the Parties additionally specifically ratify and otherwise accept and agree to be bound by the terms, conditions and obligations of the Original Agreement that are not in conflict with this Agreement, for which this Agreement will control.

SECTION 3. CONVEYANCE AND EXCHANGE OF RIGHT-OF-WAY

(a) Within 30 days of this Agreement's execution the Developer will cause the completion of field note surveys for the Road Project and Excess R.O.W. parcel areas, and following review and approval of such surveys by County the Developer and County agree to execute an Exchange Deed to convey all right-of-way for the Road Projects, free and clear of all liens, to County, and to convey all right-of-way for the Excess R.O.W., free and clear of any liens, to Developer. The form of the Exchange Deed shall be as shown in Exhibit E, and the County shall cause the Exchange Deed to be recorded in the Official Records of Williamson County, Texas upon full execution.

SECTION 4. MISCELLANEOUS

(a) Notices under this Agreement shall be in writing and delivered personally or by certified mail to the Designated Representatives.

(b) Gender and number references are interchangeable as context dictates.

(c) This Agreement, and any terms or portions of the Original Agreement which do not conflict with this Agreement, for which this Agreement will control, constitute the entire agreement

between the parties regarding the subject matter contained herein. Any modification must be in writing and executed by the Parties.

(d) No County official may modify this Agreement without commissioners' court approval.

(e) The Parties agree to execute all further documents necessary to carry out this Agreement, including specifically a Memorandum of Agreement in recordable form at the request of either Party.

(f) Performance delays due to uncontrollable events will extend timelines reasonably.

(g) Injunctive relief and specific performance are available remedies for breach.

(h) Texas law governs this Agreement. Venue lies in Williamson County.

(i) Any invalid provision does not affect the remainder of the Agreement.

(j) This Agreement binds and benefits the Parties and their successors and assigns. Assignment requires prior written consent.

(k) No third-party beneficiaries are intended.

(l) Exhibits:

- Exhibit A: The Development and Road Projects
- Exhibit B: Typical Arterial Sections
- Exhibit C: Excess R.O.W. Location
- Exhibit D: Copy of Original Agreement
- Exhibit E: Exchange Deed Form

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date of the last signature.

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

WILLIAMSON COUNTY, TEXAS

By: Steve Snell (Jul 1, 2025 15:36 CDT)

Steven Snell, County Judge

Date: 07/01/2025

SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC

By: DocuSigned by: Dalton Little 8833A0DA042E444...

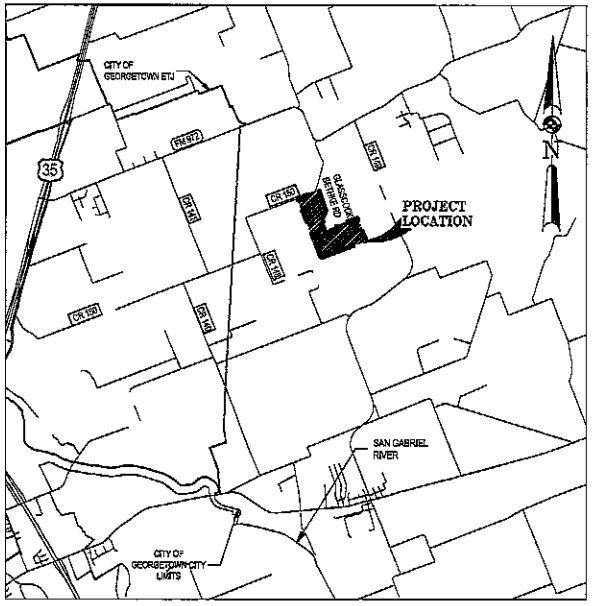
Its: Director

Date: 6/26/2025

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

EXHIBIT A

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D



LOCATION MAP

LEGEND

PROPERTY BOUNDARY

PHASE BOUNDARY

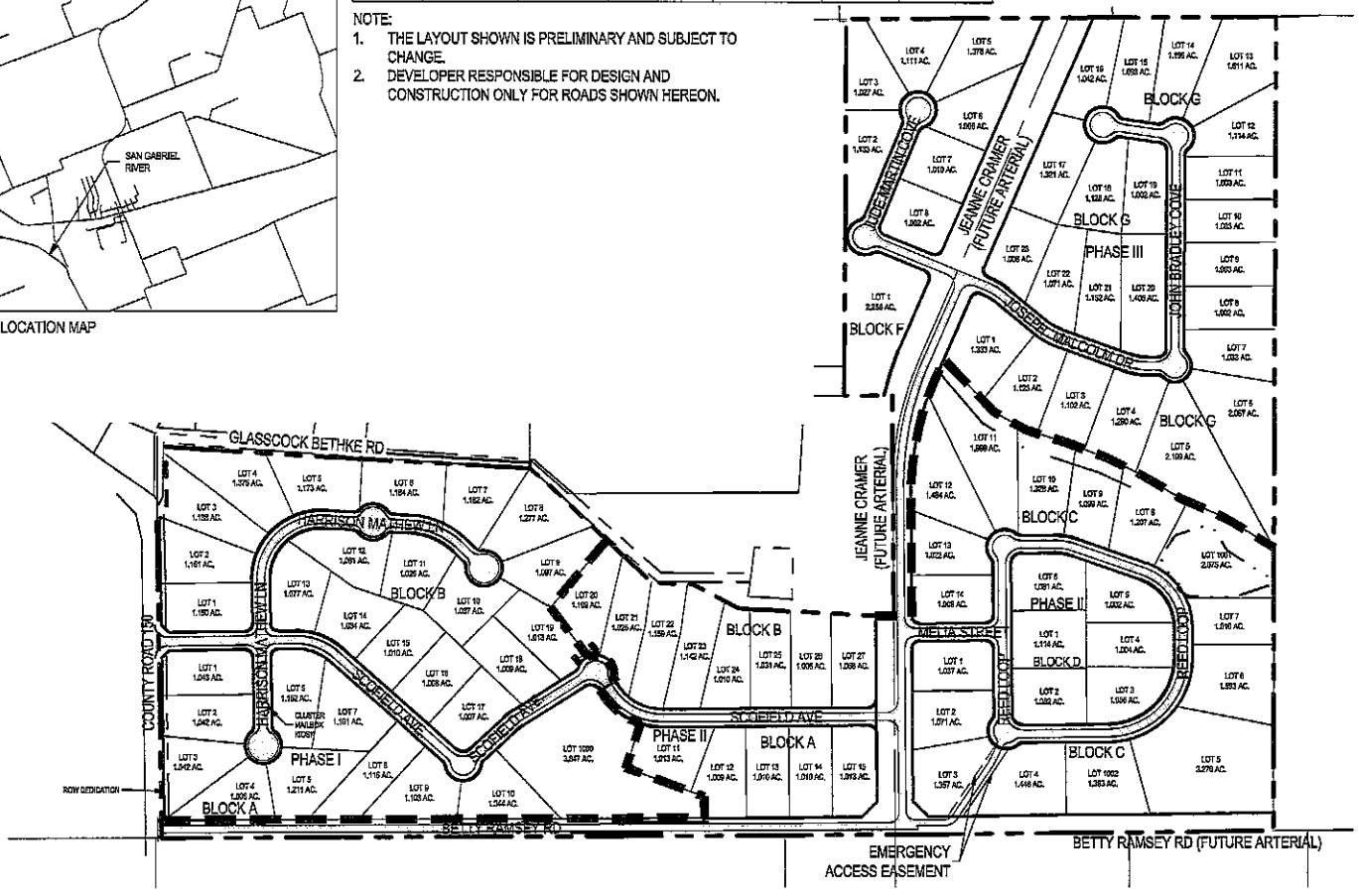
LAND USE TABLE							
PHASE	ACREAGE	RESIDENTIAL LOTS	HOA LOTS	TOTAL LOTS	LF OF EMERGENCY ACCESS (FT)	LF OF LOCAL ROAD (FT)	LF OF COLLECTOR (FT)
I	42.40	29	1	30	0	2,922	341
II	54.13	33	2	35	424	3,579	3,212
III	48.09	31	0	31	0	2,612	1,698
TOTAL	144.33	93	3	96	424	9,113	5,251

NOTE:
1. THE LAYOUT SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.
2. DEVELOPER RESPONSIBLE FOR DESIGN AND CONSTRUCTION ONLY FOR ROADS SHOWN HEREON.

N

SCALE: 1"=400'

0 200' 400' 600' 800'



Rev. This document is released for REVIEW PURPOSES ONLY. NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111591. Date: June 17, 2025

MATKIN HOOVER ENGINEERING & SURVEYING
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.930.9412 FACSIMILE: 512.930.9389
TBPE NO. F-10124 TBPLS NO. 10194693 TBAE NO. BF-0000112
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

THE DEVELOPMENT AND ROAD PROJECTS
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

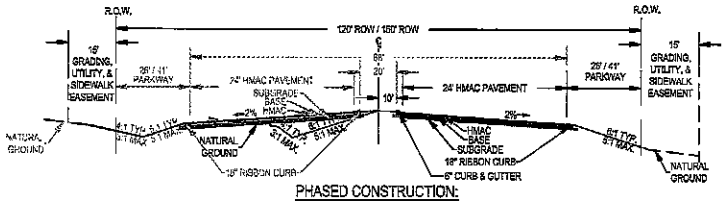
EXHIBIT 'A'

JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

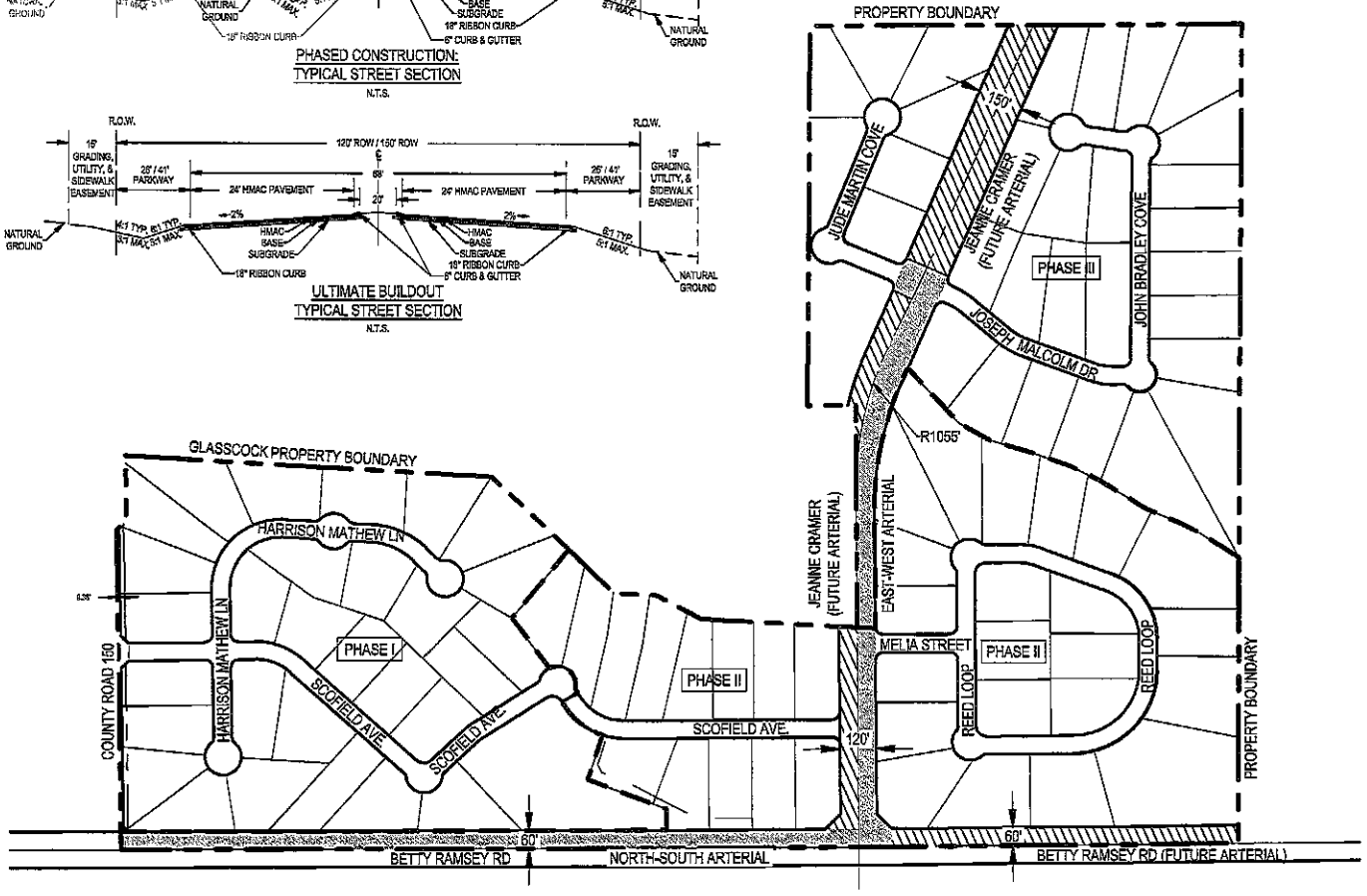
EXHIBIT B

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D



PHASED CONSTRUCTION:
TYPICAL STREET SECTION
N.T.S.

ULTIMATE BUILDOUT
TYPICAL STREET SECTION
N.T.S.



N

SCALE: 1"=400'

0 200' 400' 600' 800'

LEGEND

"THE REMAINDER PORTION" (6.24 ACRES)

"THE DEVELOPER PORTION" (6.68 ACRES)

RESIDENTIAL LAND PLAN SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.

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MATKIN HOOVER ENGINEERING & SURVEYING

2705 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.819.9300 FIRM REG. 1-1900
TEXAS ENGINEERING PROFILE NO. 2168
CIVIL ENGINEERING ENVIRONMENTAL LAND PLANNING CONSTRUCTION MANAGERS CONSULTANTS

TYPICAL ARTERIAL SECTIONS
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

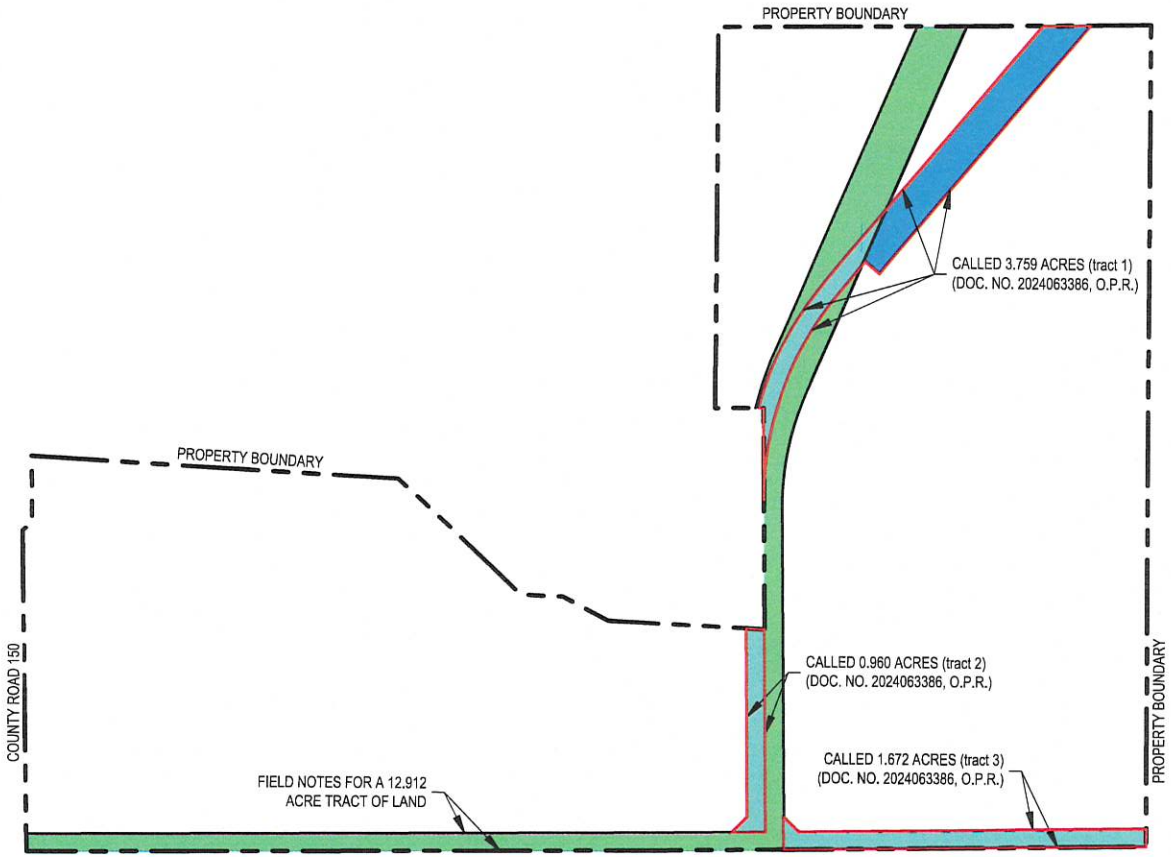
EXHIBIT 'B'

JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

EXHIBIT C

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D



N

SCALE: 1"=400'

0 200' 400' 600' 800'

LEGEND

- RIGHT-OF-WAY PREVIOUSLY CONVEYED TO COUNTY IN DOCUMENT NO. 2024063386
- ARTERIAL RIGHT-OF-WAY DEVELOPER CONVEY TO COUNTY
- EXISTING ARTERIAL RIGHT-OF-WAY TO REMAIN
- EXCESS RIGHT-OF-WAY COUNTY CONVEY TO THE DEVELOPER

Rev. This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511. Date: June 24, 2025

MATKIN HOOVER ENGINEERING & SURVEYING
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE 8.0.9.9.9600 FAX 8.0.9.9.9699
TBPE FIRM F-10011600 TBPLS FIRM F-10046312
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

EXCESS R.O.W. LOCATION
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

EXHIBIT 'C'

JOB NO.	3015.00
DATE	MAY 2025
DESIGNED	JDA
CHECKED	GDK

G:\PROJECTS\3015 - Scofield Farms\01 - Phase 2 & Phase 3\Submittals\Roadway Conveyance & Construction Agreement\04b - Exhibit C - Excess R.O.W. Location.dwg
Date: Jun 24, 2025, 8:37am User ID: cadler

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

EXHIBIT D

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

ROADWAY CONVEYANCE AND CONSTRUCTION AGREEMENT

This Roadway Conveyance and Construction Agreement (this "*Agreement*") is entered into between **WILLIAMSON COUNTY, TEXAS** (the "*County*"); and **STONE BROTHERS, LLC,** a Texas limited liability company, (the "*Developer*"). In this Agreement, the County and the Developer are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the Developer is in the process of developing a residential subdivision to be known as Scofield Farms in the area of the County depicted on the attached **Exhibit A** (the "*Development*"); and

WHEREAS, both the general public and the Developer will benefit if the County and the Developer cooperate in order to expedite the construction of arterial roadways from CR 150 to and through the Development's boundary, as shown on the attached **Exhibit A** (the "*Road Projects*"); and

WHEREAS, in recognition of the impact that the Development will have on traffic demands in the County, the Developer has agreed to provide 120 feet of right-of-way for the East-West Arterial as shown on Exhibit A within the boundaries of the Development and 60 feet of right-of-way for the North-South Arterial on the western border of the Development. Additionally, Developer will design and construct or cause to be constructed two lanes of the North-South Arterial as shown in green in Exhibit "A" and two lanes of the East-West Arterial as shown in green in Exhibit "A", as provided in this Agreement; and

WHEREAS, the County has agreed that the Developer will not be responsible for the design or construction of the other two lanes of the North-South Arterial shown in red hatch marks on Exhibit "A" and the other two lanes of the East-West Arterial shown in red hatch marks on Exhibit "A" (the "*Remainder Project*"); and

WHEREAS, Section 232.105 of the Texas Local Government Code authorizes a commissioners' court to contract with a developer of land in the unincorporated area of the county to construct public improvements, and this Agreement is being entered into pursuant to and in compliance with that authority;

In consideration of the mutual promises, covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. Road Standards. The Road Projects shall be designed and constructed as two-lane arterial roadways located within 120 feet of right-of-way, if possible, within the Development, at the locations shown on Exhibit "A".

(a) The Road Projects will be designed and constructed in conformance with County roadway standards and specifications and the Typical Roadway Section as shown on Exhibit "B", attached herein.

(b) Erosion/sedimentation controls, revegetation, and stormwater management during construction as required by the Texas Commission on Environmental Quality ("*TCEQ*"); however, no water quality or detention improvements will be required.

(c) The Parties agree that other subdivision roads in the Development will be designed and constructed pursuant to County standards and specifications.

(d) The County agrees that the Developer will not be responsible for the design or construction of the Remainder Project.

(e) The design of the Road Projects will be subject to approval by the he County. The County agrees to review the plans and specifications for the Road Projects and to provide the Project Engineer with written comments specifically identifying any required revisions within 14 days of submission of the plans and specifications to the County.

(f) The County and the Developer each designate the individual specified below (each, a "*Designated Representative*") to represent it and to act on its behalf with respect to the subject matter of this Agreement. .

County: County Engineer

Address: 3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

Developer: Project Manager

Address: _____
_____

The Project Engineer will report regularly to, and cooperate and coordinate with, the other Parties' Designated Representatives. The Designated Representatives will be required to cooperate and coordinate with one another, including meeting with and reporting information to one another regarding the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work product associated with the Project.

Section 2. License Agreement. The County agrees to grant the Developer a

license agreement that authorizes the installation and maintenance of landscaping, irrigation and signage improvements within the Road projects. Any such license agreement will be in a form approved by the County and will require that the licensee carry at least $500,000 in liability insurance that provides coverage for liability arising out of the usage of the right-of-way and names the County as an additional insured.

Section 3. Inspection. Inspections, including inspection fees, and certifications for the Road Projects will be conducted in accordance with standard County policies, procedures, and requirements as found in the County's Subdivision Regulations. The County will notify the Developer and Project Engineer in writing if any inspection reveals that any part of the Road Projects is not constructed or completed in accordance with the plans and specifications or this Agreement or is otherwise materially defective, and this notice will specifically detail any deficiencies.

Section 4. Completion of Developer's Project.

(a) The Project Engineer will prepare a written notice of substantial completion and forward the notice to the Developer, who will submit the notice to the County. The County will conduct a final inspection of the Road Projects within five business days after receiving written notice of substantial completion from the Developer, subject to any weather-related delays. If the Road Projects are completed in accordance with the terms of this Agreement and the requirements of the County Subdivision Regulations in all material respects, the County will certify the Road Projects as being in compliance and issue a notice of final acceptance to the Developer.

(b) Upon final acceptance of the Road Projects by the County, all warranties and as-builts for the Developer's Project and the plans and specifications will be transferred to the County prior to County acceptance and the Developer will execute any documents reasonably required to evidence such assignment. The Contractor will be responsible for any defects in workmanship or materials (ordinary wear and tear excepted) in the Developer's Project for two years following acceptance by the County. The Developer must provide the County with a two-year Contractor's warranty bond as a condition to final acceptance of the Developer's Project, which will be in a form approved by the County, such approval not to be unreasonably withheld or delayed.

Section 5. Conveyance of Right-of-way

(a) Within 60 days after the execution of this Agreement by the County, the Developer agrees to convey to the County by warranty deed, free and clear of all liens, all of the right-of-way for the Road Projects within the Development and as depicted on Exhibit "A".

(b) As consideration for the above conveyance, County will pay Developer ONE HUNDRED AND TWELVE THOUSAND, TWO HUNDRED AND TWENTY-ONE DOLLARS ($112,221.00). The County will be responsible for all closing costs, with the exception of survey costs, which will be paid by Developer.

Section 6. Miscellaneous.

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified in Section 5, with copies as noted below:

County: Williamson County, Texas
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Attention: County Engineer

Developer: _____
_____
_____

A Party may change its address for purposes of notice by giving at least five days' written notice of the new address to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties regarding the Project This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.

(e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether

such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(g) The Parties acknowledge that, in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek a writ of mandamus or specific performance of this Agreement.

(h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Parties.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than the Parties.

(l) The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit "A"	-	The Development and Road Projects
Exhibit "B"	-	Typical Arterial Sections

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on the date or dates indicated below, to be effective as of the date the last Party signs.

(Signatures on following page)

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

WILLIAMSON COUNTY, TEXAS

By: _____

Name: Bill Gravell Jr.

Title: Williamson County Judge

Date: 6/4/19

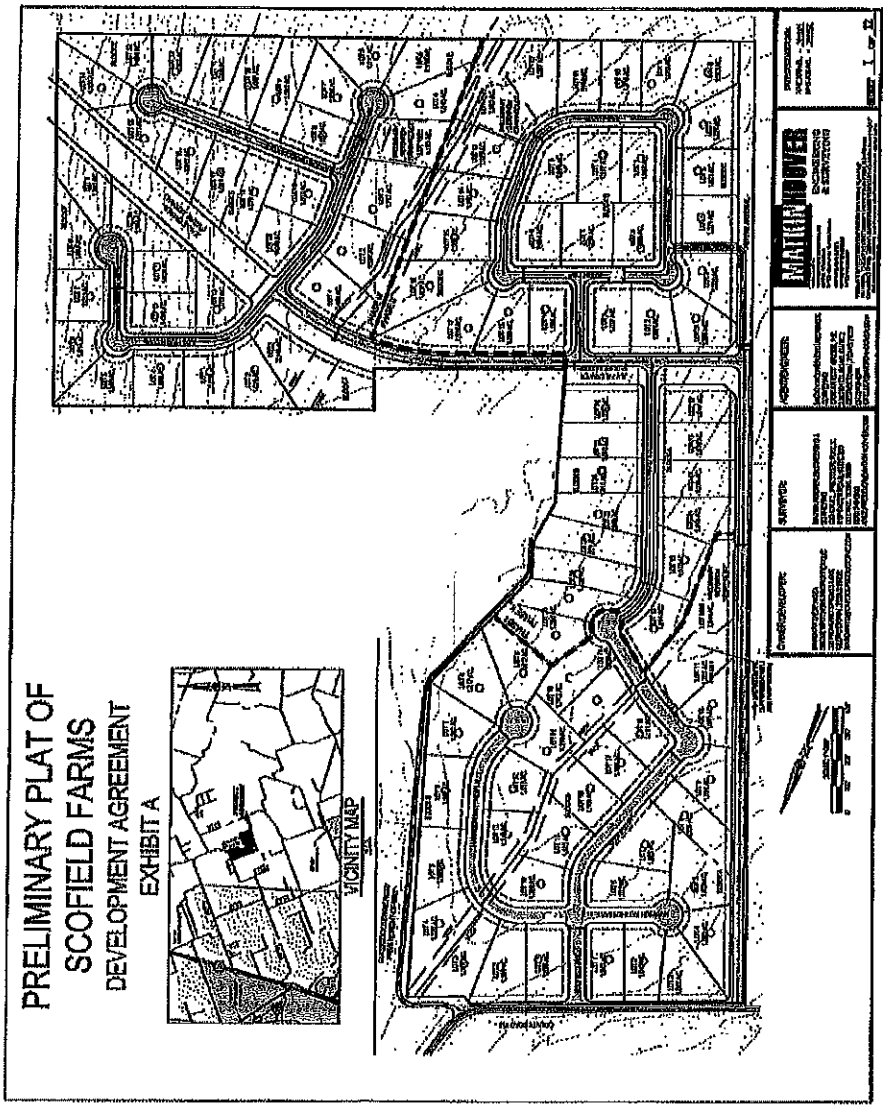
STONE BROTHERS, LLC.

By: _____

Its: Manager

Date: 5-17-19

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

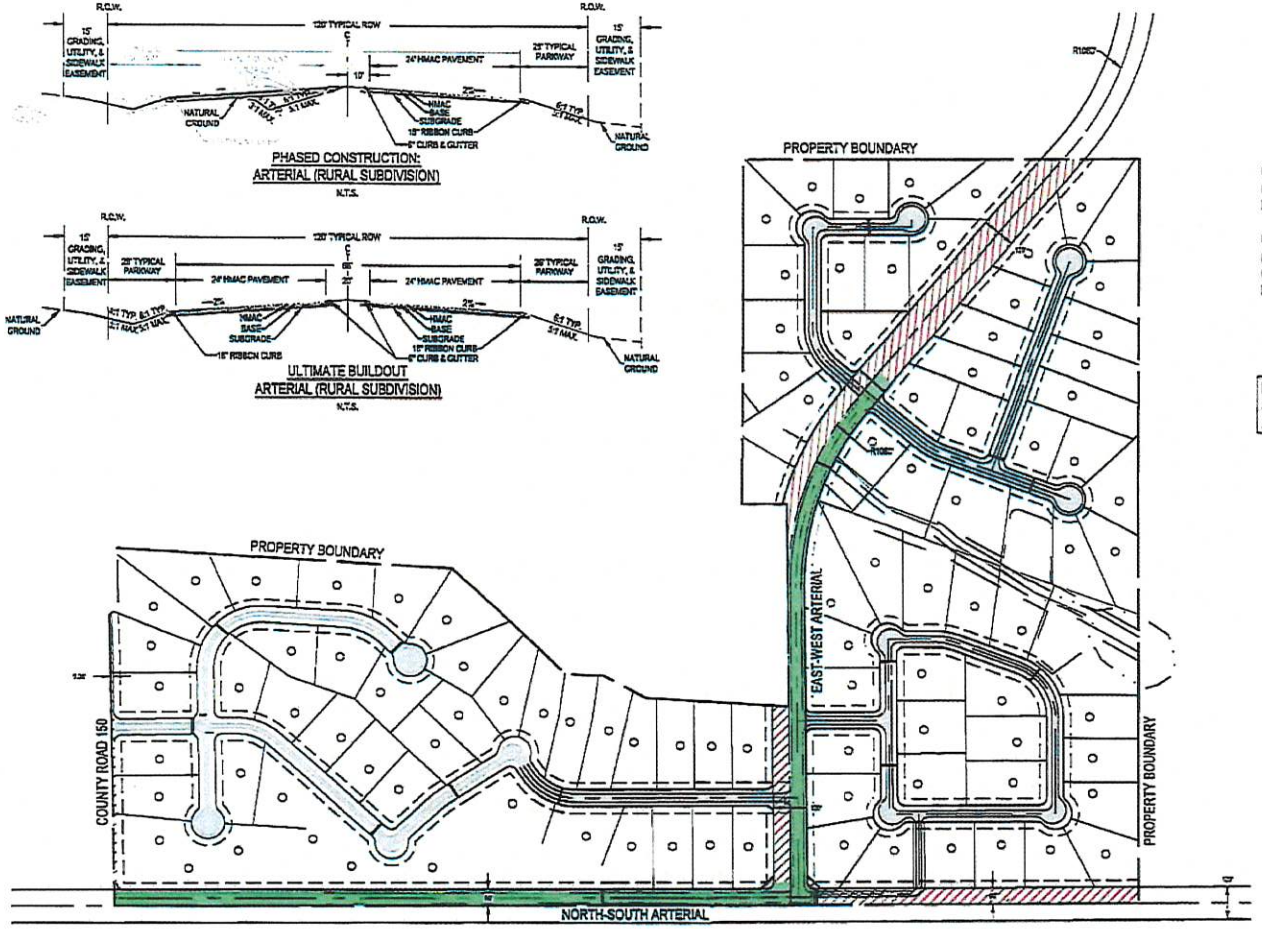


Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

ROADWAY CROSS SECTIONS

PHASED CONSTRUCTION:
ARTERIAL (RURAL SUBDIVISION)
N.T.S.

ULTIMATE BUILDOUT
ARTERIAL (RURAL SUBDIVISION)
N.T.S.



N

SCALE: 1"=400'

0 200' 400' 600' 800'

LEGEND

COUNTY PURCHASE ROW (6.53 ACRES) - NO CONSTRUCTION

OWNER DEDICATE ROW (6.23 ACRES) - CONSTRUCT HALF OF FUTURE ARTERIAL

RESIDENTIAL LAND PLAN SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.

Rev. This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garret D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511. Date. October 2015

MATKIN HOOVER ENGINEERING & SURVEYING

SCOFIELD FARMS DEVELOPMENT AGREEMENT
EXHIBIT B
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

JOB NO.	3015.00
DATE	APR 2019
DESIGNED	RRA
CHECKED	GDK
SHEET	FIG 3.0

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

EXHIBIT E

Docusign Envelope ID: 12870C90-4EE0-4705-8B0C-31F07624DD4D

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXCHANGE DEED

ARTERIAL K RIGHT OF WAY

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

WHEREAS, WILLIAMSON COUNTY, TEXAS, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626, Attn: County Auditor (herein referred to as "*COUNTY*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (collectively "*Tract 1*"); and

WHEREAS, SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC., a Texas limited liability company whose address is 15660 N. Dallas Parkway, Suite 110, Dallas, Texas, Attn: Project Manager (herein referred to as "*DEVELOPER*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibits "B"**, attached hereto and incorporated herein by reference (collectively "*Tract 2*"); and

WHEREAS, for mutually beneficial purposes, COUNTY and DEVELOPER desire to exchange property, so that DEVELOPER will hereafter own Tract 1 and COUNTY will hereafter own Tract 2;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for $10.00 and other good and valuable consideration, and according to the terms of that certain Roadway Conveyance and Construction Agreement between the parties, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1 and Tract 2:

(a) COUNTY has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 1 unto DEVELOPER, TO HAVE AND TO HOLD Tract 1, together with all improvements, rights, and appurtenances thereto unto DEVELOPER and its successors and assigns, forever; and COUNTY does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto DEVELOPER, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under COUNTY, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 1, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. COUNTY shall remain responsible for

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the payment of any prorated ad valorum taxes due and owing for the year of conveyance applicable to Tract 1 prior to the date of this deed; and

(b) DEVELOPER has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 2 unto COUNTY, TO HAVE AND TO HOLD Tract 2, together with all improvements, rights, and appurtenances thereto unto COUNTY and its successors and assigns, forever; and DEVELOPER does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 2 unto COUNTY, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under DEVELOPER, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 2, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. DEVELOPER shall remain responsible for the payment of any prorated ad valorum taxes due and owing for the year of conveyance applicable to Tract 2 prior to the date of this deed.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to Tract 1 and Tract 2 not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of _____, 2025.

(*signatures on following pages*)

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COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by County Judge Steven Snell, in the capacity and for the purposes and consideration recited herein.

(seal) _____
Notary Public Signature

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COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

DEVELOPER:

SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company

By:_____

Name:_____

Its:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____ in the capacity and for the purposes and consideration recited herein.

(seal) _____
Notary Public Signature