

**CONSENT AND DEVELOPMENT AGREEMENT**

**AMONG**

**WILLIAMSON COUNTY, TEXAS;**

**OP III ATX GEORGETOWN 220, LP;**

**AND**

**WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 60**

## CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "Agreement") is by **Williamson County, Texas**, a Texas political subdivision (the "County"), and **OP III ATX Georgetown 220, LP**, a Delaware limited partnership ("Owner"). Subsequent to its creation, **Williamson County Municipal Utility District No. 60**, 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 Owner and the District are sometimes referred to individually herein as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, the Owner owns approximately 219.998 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 Owner 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 and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application 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 Owner, 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 Vesting Date, including the County's Long Range Transportation Plan ("L RTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any 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 Owner 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.

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 219.998 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, subject to the terms of this Agreement.

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 the Owner and the 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.

Vesting Date means July 9, 2024 (the date that County received a complete preliminary plat application ("Preliminary Plat") for the Land). This definition will remain in effect until either (i) the Preliminary Plat lapses per Section 3.30 of the County's Subdivision Regulations in effect on July 9, 2024 or (ii) a revised preliminary plat is required per Section 3.31 of the County's Subdivision Regulations in effect on July 9, 2024, in either of which cases, the Vesting Date will be the effective date of this Agreement.

## **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, except as contemplated by this Agreement, no further action will be required on the part of the County related to the creation of the District. Within ten (10) business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing regarding the creation of the District and withdraw as a party from the TCEQ proceeding under TCEQ Internal Control No. D-09182024-033 (the "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.

**Section 2.02.      District Execution of Agreement.** The Owner 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) L RTP Corridor Project Dedication. The County has adopted a L RTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner, or an affiliated entity under common control of the Owner, will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to the County, at no cost to the County, 100% of the right-of-way owned by Owner, or an affiliated entity under common control of the Owner required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the L RTP, 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 that is not otherwise owned by Owner, or any affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(b) L RTP Arterial(s) Dedication. The Owner, or an affiliated entity under common control of Owner 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, or an affiliated entity under common control of Owner required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the L RTP ("L RTP 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, or an affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner 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 L RTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by the Owner which will not be unreasonably withheld. Owner 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 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 or the District and shall be constructed pursuant to the Applicable Rules. The Owner 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 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 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 provide for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for 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 has vested authority to develop the Land in accordance with the Applicable Rules. Changes or modifications to the Applicable Rules adopted after the Vesting Date 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 4.01 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.

#### **Section 4.04. Subdivision Application Processing.**

(a) The Owner acknowledges that, as of the effective date of this Agreement, the draft preliminary plat application that it has submitted to the County for a subdivision of the Land has not yet been approved by the Williamson County Commissioners Court and that the draft preliminary plat is not being approved by way of this Agreement. The

County agrees that the following requirements will not be required to obtain approval of the preliminary plat by the Williamson County Commissioners Court but will apply to each phase of development of the Land (each, a "*Phase*"). This section makes no other amendments to the Applicable Rules except as defined herein.

(1) **Public Water System:** The Owner intends to supply drinking water to each Phase by connecting to an existing public water system. Prior to final plat approval for a Phase, the Owner shall provide to the County a written commitment from the retail public utility. The commitment must state that the retail public utility will provide water service to each lot within the proposed Phase or will have ability to provide service upon completion of construction of any water facilities described on the final plat for such Phase. Additionally, plans and specifications for the proposed water facilities for the Phase shall have been approved by all entities having jurisdiction over the proposed project.

(2) **Organized Sewerage Facilities:** The Owner intends to develop an organized wastewater collection and treatment system to serve the Land. Prior to final plat approval for a Phase, the Owner shall provide to the County evidence that it has obtained the appropriate permit from the Commission to dispose of wastewater for the build-out of such Phase and plans and specifications for the proposed wastewater collection and treatment facilities for the Phase shall have been approved by all entities having jurisdiction over the proposed project. The final plat for each Phase shall contain a statement that the permit has adequate capacity to treat the total flow anticipated from such Phase. If the approved wastewater treatment facilities are under construction or have been constructed but are not fully operational, the County agrees that pump and haul wastewater service will be allowed to serve the first phase of the development until the facilities are fully operational; and, if required by 30 TAC §285.34(e) because the Commission determines that the wastewater treatment plant wet well constitutes a holding tank for an on-site sewage facility (OSSF) under the Commission's regulations, the County will, if the Owner submits an application to the County meeting the County's OSSF regulations, issue a permit for such holding tank for a period of up to six (6) months, which permit may be extended administratively by the County Engineer for one additional six-month period.

(b) The Owner agrees that it will not submit subdivision construction plans or a final plat application for any Phase to the County prior to approval of the preliminary plat by the Williamson County Commissioners Court.

(c) The Owner further agrees that the preliminary plat shall include a note on its face that states, "A final plat will not be approved by the Williamson County Commissioners Court for any portion of this preliminary plat (a "phase") until the Owner has obtained and provided to the County (1) a written commitment from the public water system that is planned to provide water service to the phase stating that the retail public utility will provide service to each lot within the phase and (2) evidence that it has obtained the appropriate permit from the TCEQ to dispose of wastewater for the build-out of the phase and plans and specifications for the proposed wastewater collection and

treatment facilities for the phase shall have been approved by all entities having jurisdiction over the proposed project.”

## **ARTICLE V**

### **TERM, ASSIGNMENT, AND REMEDIES**

**Section 5.01.**     **Term.** The term of this Agreement shall commence following the County’s and Owner’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 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 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) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, 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 shall have the right to assign this Agreement, in whole or in part, to any affiliated entity under common control of the Owner, to M/I Homes of Austin, LLC, and/or to Taylor Morrison of Texas, Inc. without the County’s written consent; provided, however, that the Owner shall provide the County written notice of any such assignment.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner 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 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 Owner 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 the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner 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 the Owner 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 the Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for the Owner's eligible costs.

(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 purposes 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

Owner:     OP III ATX Georgetown 220, LP  
              Attn: Luke Phillippi  
              500 W. 5<sup>th</sup> Street, Suite 700  
              Austin, Texas 78701

District: Williamson County MUD No. 60  
c/o Armbrust & Brown, PLLC  
Attn: John Bartram  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

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 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 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, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

**Section 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 to be effective as of the date executed by the County.

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

**WILLIAMSON COUNTY, TEXAS  
(COUNTY)**

Snell  
By: Snell (Jul 22, 2025 21:07:28 CDT)

Name: \_\_\_\_\_

Title: As Presiding Officer of the Williamson  
County Commissioners Court

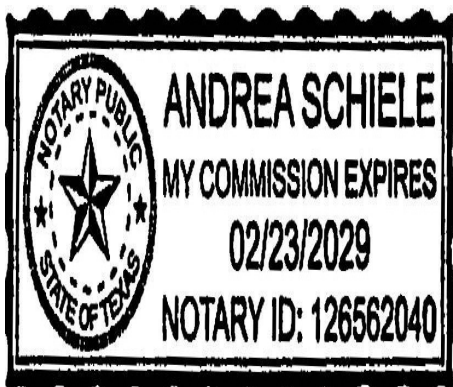
Date: \_\_\_\_\_

THE STATE OF TEXAS      §  
   §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on 07/23/2025, 2025, by  
Steven Snell, as Presiding Officer of the Williamson County  
Commissioners Court, on behalf of said County.

Andrea Schiele

Notary Public Signature





**OWNER:**

**OP III ATX GEORGETOWN 220, LP**, a Delaware limited partnership

By: EOP III SUB GP, LLC, a Delaware limited liability company, its Managing General Partner

By: \_\_\_\_\_

Name: Luke Phillippi

Title: Executive Vice President

Date: 7/10/25

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on July 10<sup>th</sup>, 2025, by Luke Phillippi, by Luke Phillippi, Executive Vice President of EOP III SUB GP, LLC, a Delaware limited liability company, Managing General Partner of OP III ATX GEORGETOWN 220, LP, a Delaware limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Katherine Elizabeth Klemstein  
Notary Public Signature



**THE DISTRICT:**

**WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 60**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President, Board of Directors

Date: \_\_\_\_\_

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_, by the President of the Board of Directors of Williamson  
County Municipal Utility District No. 60, on behalf of said District.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**EXHIBIT A**

Metes and Bounds Description  
and  
Map of the Land

[attached]

FIELD NOTES  
FOR

A 219.998 TRACT OF LAND SITUATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT NO. 426, BEING ALL OF A CALLED 219.998 ACRE TRACT OF LAND CONVEYED TO OP III ATX GEORGETOWN 220, LP, RECORDED IN DOCUMENT NO. 2023085197 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 219.998 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

**BEGINNING** at a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point on the west boundary line of a Remnant Portion of a called 150 acre tract of land conveyed to Viola E. Horbatsch and Marvin H. Domel, by instrument recorded in Cause No. 02-0495-CP1 of the Probate Records of Williamson County, Texas, said point being the southeast corner of Bell Meadows, Section Three, a subdivision according to the plat recorded in Cabinet R, Slide 205 of the Plat Records of Williamson County, Texas, same being the northeast corner of said 219.998 acre tract for the easternmost northeast corner and **POINT OF BEGINNING** hereof;

**THENCE S 21°30'52" E**, with the west boundary line of said 150 acre tract, same being the east boundary line of said 219.998 acre tract, a distance of **1432.82 feet** to a Type III TXDOT Monument found on the west right-of-way line of SH 130 Tollway, a variable width-right-of-way, said point being the south corner of said 150 acre tract for an angle point hereof;

**THENCE**, departing the south corner of said 150 acre tract, with the west right-of-way line of said SH 130 Tollway, same being the east boundary line of said 219.998 acre tract, the following two (2) courses and distances:

1. **S 14°03'13" E** for a distance of **515.98 feet** to a ½" iron rod with illegible cap found for an angle point hereof, and
2. **S 21°05'50" E** for a distance of **1119.19 feet** to a ½" iron rod found on a point on the intersection of the north right-of-way line of County Road 107, a variable width right-of-way, and the west right-of-way line of said SH 130 Tollway, said point being the southeast corner of said 219.998 acre tract for the southeast corner hereof,

**THENCE S 68°24'11" W**, departing the west right-of-way line of said SH 130 Tollway, with the north right-of-way line of said County Road 107, same being the south boundary line of said 219.998 acre tract, a distance of **2106.67 feet** to a TXDOT Type I Monument found on the southeast corner of a called 8.99 acre tract, conveyed to W.K. Jennings Electric Co. Inc. recorded in Document No. 2020126779 of the Official Public Records of Williamson County, Texas, same being the southwest corner of said 219.998 acre tract for the southwest corner hereof;

**THENCE N 21°26'49" W**, departing the north right-of-way line of said County Road 107, with the east boundary line of said 8.99 acre tract, in part, with the east boundary line of a called 8.00 acre tract, conveyed to Russell D. Leatherwood and Sally G. Leatherwood, recorded in Document No. 2001076490 of said Official Public Records, and in part, with the east boundary line of a called 10.56 acre tract, conveyed to Harold Aubrey Browne and Karen Lynn Thompson, recorded in Volume 1150, Page 784 of the Official Records of Williamson County, Texas, same being the west boundary line of said 219.998 acre tract, a distance of **2339.51 feet** to a ½" iron rod found on the northeast corner of said 10.56 acre tract, same being an interior corner of said 219.998 acre tract for an angle point hereof;

**THENCE**, with the southern boundary line of said 219.998 acre tract, same being, in part, the northern boundary lines of: said 10.56-acre tract, called 10.58 acre tract of land conveyed to Mark Silla and Susan L. Silla, by instrument recorded in Document No. 2000065078 of said Official Public Records and a called 21.12 acre tract of land conveyed to Jane Elizabeth Spangler and Dennis Raymond Spangler, by instrument recorded in Volume 1226, Page 117 of said Official Records, the following four (4) courses and distances:

1. **S 34°30'26" W** for a distance of **545.12 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set for an angle point hereof,
2. **S 06°11'16" E** for a distance of **127.60 feet** to a 60d nail found for an angle point hereof,
3. **S 69°16'24" W** for a distance of **120.55 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set for an angle point hereof, and
4. **S 67°51'28" W** for a distance of **173.75 feet** to a ½" iron rod found on a point being the southeast corner of a called 21.132 acre tract of land conveyed to Pinehurst Builders, LLC, recorded in Document No. 2024007678 of said Official Public Records, same being the southwest corner of said 219.998 tract for the southwest corner hereof;

**THENCE N 21°24'07" W**, departing the north boundary line of said 21.12-acre tract, with the east boundary line of said 12.132 tract, a distance of **3743.79 feet** to a ½" iron rod found on a point in the south right-of-way line of County Road 105, a variable width right-of-way, said point being the northeast corner of said 12.132 acre tract, same being the northwest corner of said 219.998 acre tract, for the northwest corner hereof;

**THENCE**, departing the east boundary line of said 12.132 acre tract, with the south right-of-way line of said County Road 105, same being the north boundary line of said 219.998 acre tract, the following two (2) courses and distances:

1. **N 27°00'37" E**, a distance of **320.31 feet** to a ½" iron rod with illegible cap found for a point of non-tangent curvature hereof;





2. along a non-tangent curve to the right, said curve having a radius of **1432.00 feet**, a central angle of **23°21'52"**, a chord bearing and distance of **N 47°17'42" E, 579.91 feet**, for an arc length of **583.95 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on a point in the west boundary line of Bell Meadows Section One, a subdivision according to the plat recorded in Cabinet O, Slide 95 of said Plat Records, same being the northeast corner of said 219.998 acre tract for the northernmost northeast corner hereof;

**THENCE** departing the south right-of-way line of said County Road 105, with the west boundary line of Bell Meadows Section One, same being the east boundary line of said 219.998 acre tract, the following four (4) courses and distances:

1. **S 22°00'22" E** for a distance of **177.82 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on an angle point hereof,
2. **S 21°18'20" E** for a distance of **871.55 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on an angle point hereof,
3. **S 21°35'17" E** for a distance of **400.24 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on an angle point hereof, and
4. **S 21°29'42" E** for a distance of **1568.52 feet** to a ½" iron rod with illegible cap found on a point being the southwest corner of said Bell Meadows Section One, same being an interior ell corner of said 219.998 acre tract for an angle point hereof;

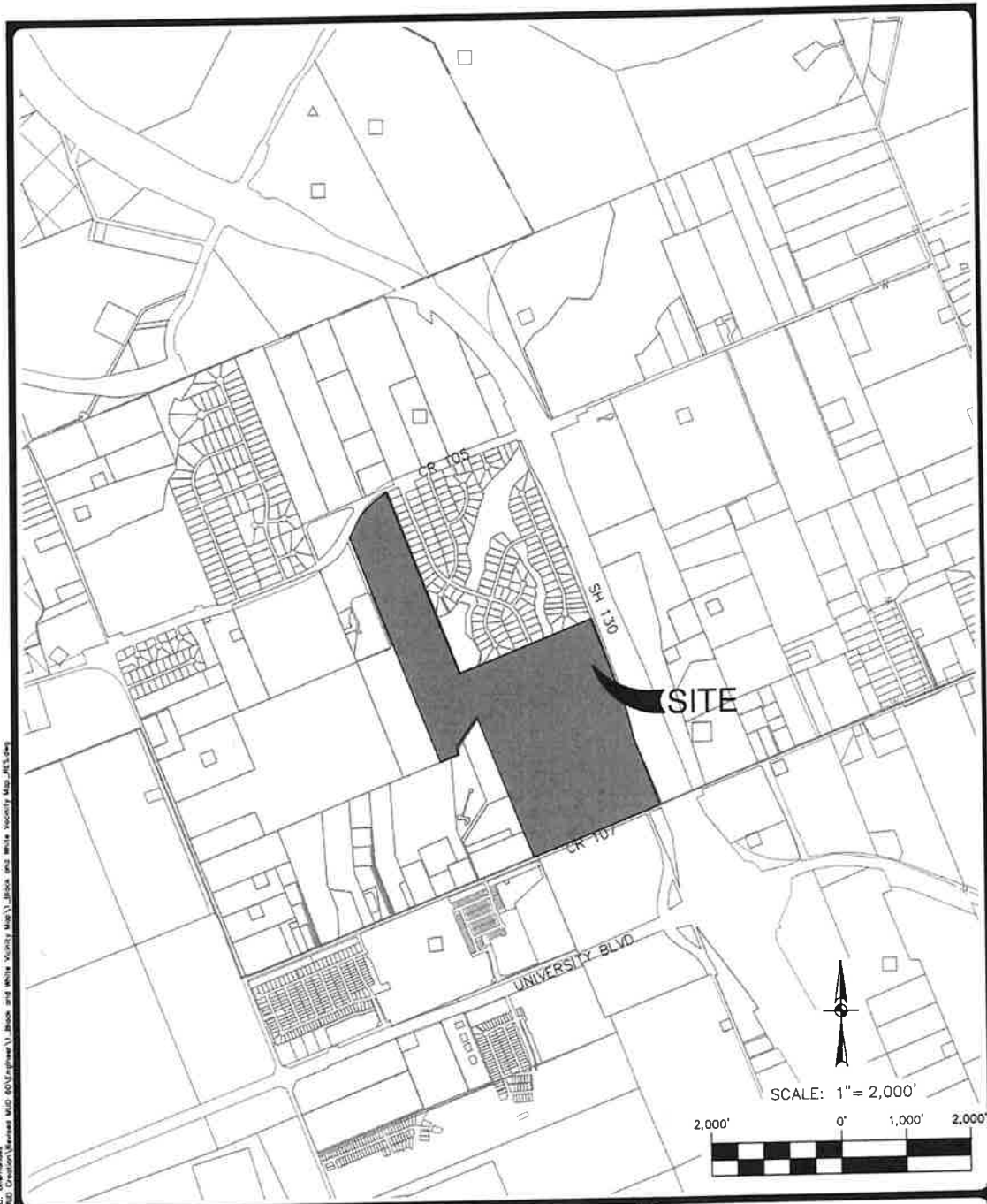
**THENCE N 68°17'02" E**, with a north boundary line of said 219.998 acre tract, in part, the south boundary line of said Bell meadows Section One and, in part, the south boundary line of Bell Meadows Section Three, a subdivision according to the plat recorded in Cabinet R, Slide 205 of said Plat Records, a distance of **2172.76 feet** to the **POINT OF BEGINNING** and containing 219.998 acres in the City of Georgetown, Williamson County Texas. Said tract being described in accordance with an exhibit made under Job No. 51452-05 by Pape-Dawson Consulting Engineers, LLC.

PREPARED BY Pape-Dawson Consulting Engineers, LLC.  
DATE June 11, 2024  
Job No. 51452-05  
DOC. ID. H:\Survey\CIVIL\51452-05\MUD\Word\FN51452-05 219.998 Ac.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01

*Parker Graham*



**PAPE-DAWSON  
ENGINEERS**



Date: Jul 16, 2024, 2:26pm User ID: 10496922  
 Path: \\PDS01\AS\GIS\AS\GIS\337\_MUD Creation\Manassas MUD 40\Mapcase\J\Black and White Vicinity Map.mxd

JOB NO. 51452-04  
 DATE JULY 2024  
 DESIGNER AC  
 CHECKED SC DRAWN WT  
 SHEET 1 of 1

**WILLIAMSON COUNTY MUD #60**  
**GEORGETOWN, TEXAS**  
**VICINITY MAP**

**Pape-Dawson**  
**ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
 10801 N. MOHAWK EXPY., BLDG. 3, STE. 200 | AUSTIN, TX 78758 | 512.454.8711  
 TEXAS ENGINEERING FIRM #001870 | TEXAS SURVEYING FIRM #10029801

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADEQUATELY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

## **EXHIBIT B**

Corridor Project and/or LRTP Arterial Locations

[attached]

# **EXHIBIT B** Corridor Project and/or LRTP Arterial Locations

