

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF GEORGETOWN, TEXAS AND
NORTHWEST WILLIAMSON COUNTY MUD NO. 2**

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of Georgetown, Texas (the "City"), and Northwest Williamson County Municipal Utility District No. 2 (the "District").

**ARTICLE I
RECITALS**

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Williamson County, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the Consent Agreement with the City, and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District encompasses approximately 454 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted as *Exhibit A* and more fully described on *Exhibit B* attached to this Agreement (the "Land"); and

WHEREAS, the City, Parmer Ranch Partners, L.P., a Texas limited partnership (the "Owner"), and the District are parties to that certain Amended and Restated Consent Agreement approved by the City Council on January 28, 2020 (which amends and replaces the Consent Agreement dated to be effective on December 15, 2015 recorded in the Official Public Records of Williamson County, Texas as Document No. 2016001484 and the First Amendment thereto recorded as Document No. 2019092165) pertaining to the creation of the District on the Land (the "Consent Agreement"), the Original Wastewater Services Agreement recorded in the Official Records of Williamson County, Texas as Document No. 2016001483, as amended by the First Amendment to Wastewater Services Agreement recorded in the Official Records of Williamson County, Texas as Exhibit G to Document No. 2019092165, and the Amended and Restated Partial Assignment of Receivables Agreement, attached as Exhibit F to the Amended and Restated Consent Agreement, (collectively herein as the "Related Agreements"); and

WHEREAS, the City and the District are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Section 43.0751 of the Texas Local Government Code authorizes the City and the District to negotiate and enter into this Agreement; and

WHEREAS, certain areas within the Land may be developed for commercial uses; and

WHEREAS, pursuant to the Consent Agreement and Sections 43.0751(f)(6) and (g) of the Texas Local Government Code, effective on the Full Purpose Annexation Conversion Date (defined herein), the Parties intend that the District shall convert into the Limited District (defined herein) and continue in existence after the City's full purpose annexation of the Land for the purpose of allowing Limited District to continue to perform some of the functions previously performed by the District all as specified herein; and

WHEREAS, effective on the Effective Date, pursuant to Sections 43.071(f)(1) and (k) of the Texas Local Government Code, the City desires to annex the Land for the limited purpose of imposing and collecting sales and use taxes within the Land as permitted by Section 43.0751, Texas Local Government Code, which may include, but which are not limited to, the general sales tax and special sales and use taxes authorized by elections creating Type A and Type B corporations under Chapters 504 and 505 of the Texas Local Government Code (hereinafter the "Type A and Type B Sales Tax"), road maintenance sales taxes, sales taxes for the purposes of property tax reduction, and all other sales and use tax revenues generated on the Land (collectively, hereinafter the "Sales and Use Tax Revenues"); and

WHEREAS, subject to the terms and conditions of this Agreement the District, on behalf of itself and all present and future owners of the Land, hereby agrees that as of the Effective Date, the Land will become annexed into the City for the limited purpose of imposing and collecting Sales and Use Tax Revenues within the Land and for the other limited purposes set forth in this Agreement; and

WHEREAS, prior to approval of this Agreement by the District's Board of Directors (the "Board"), the District provided notice of two public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code and all applicable laws and the Board conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on March 12, 2019, in open session in accordance with all applicable laws, which approval and adoption occurred before the City Council approved and adopted this Agreement; and

WHEREAS, prior to approval of this Agreement by the City Council of the City (the "City Council"), the City provided notice of two public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code and all applicable laws and the City Council conducted such public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on January 28, 2020, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(1) of the Texas Local Government Code, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides benefits for the City and the District that are reasonable and equitable.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE II
EFFECT OF RECITALS; PURPOSE OF AGREEMENT; ADOPTION OF AGREEMENT

2.01 Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof for all purposes.

2.02 Purpose. The purpose of this Agreement is to define and clarify, through contractual agreement, the terms and conditions of annexation by the City of the Land for limited purposes on the Effective Date, annexation of the Land for full purposes, and the relationship between the City and the Limited District upon conversion of the District to the Limited District at the time full purpose annexation of the District is completed, all in accordance with Section 43.0751 of the Local Government Code.

2.03 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

2.04 Effective Date. The effective date of this Agreement is the date this Agreement is approved and adopted by the City Council (the "Effective Date").

2.05 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Williamson County, Texas.

ARTICLE III
ADOPTION OF AGREEMENT AND CONSENT TO IMMEDIATE LIMITED PURPOSE ANNEXATION OF THE LAND

3.01 Consent to Limited Purpose Annexation. THE DISTRICT ON BEHALF OF ITSELF AND ALL PRESENT AND FUTURE OWNERS OF PROPERTY WITHIN THE LAND, HEREBY REQUESTS THAT THE CITY ANNEX THE LAND FOR THE LIMITED PURPOSES AS PROVIDED IN THIS AGREEMENT. THE DISTRICT CONSENTS TO SUCH LIMITED PURPOSE ANNEXATION AND TO THE COLLECTION OF SALES AND USE TAX REVENUES BY THE CITY WITHIN THE LAND. SUCH CONSENT SHALL BIND THE DISTRICT AND EACH OWNER AND FUTURE OWNER OF PROPERTY WITHIN THE LAND.

3.02 Limited Purpose Annexation of the Land. The City Council hereby annexes the Land for the limited purpose of collecting all sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code"), including but not limited to the Sales and Use Tax Revenues, to be imposed by the City on sales consummated within the Land. The District acknowledges and agrees that no further notices, hearings, or other procedures shall be required

to effectuate such limited purpose annexation. In addition, the City shall have the authority, during the period of limited purpose annexation, to: require compliance with the terms of this Agreement and the Related Agreements; control and regulate the use of property and density of structures consistent with the Related Agreements; adopt all reasonable regulations pertaining to health and safety as provided by law and require compliance with such regulations; and collect Sales and Use Tax Revenues as provided in Section 43.0751(k) of the Texas Local Government Code.

3.03 Duties During Limited Purpose Annexation.

- (a) City. Except as otherwise provided in the Related Agreements, the Parties acknowledge and agree that the limited purpose annexation of the Land pursuant to this Agreement shall not obligate the City to provide any municipal services to the Land, and further agree that the Sales and Use Taxes Revenues derived from the Land may be used by the City for any lawful purpose in any geographic portion of the City or otherwise, as permitted by law and subject to the provisions of Section 4.03 of this Agreement.
- (b) District. The Parties acknowledge and agree that during the limited purpose annexation period, the District shall continue to perform its duties as set forth in the Related Agreements, including but not limited to construction, maintenance, operation, repairs and replacement of parks, recreation and open space facilities, trails and other related improvements, and facilities for drainage, prevention of erosion, and for any other facilities or services as set forth in the Related Agreements, and only under the same terms and conditions in effect under the Related Agreements.

ARTICLE IV
TAXATION DURING LIMITED PURPOSE ANNEXATION PERIOD

4.01 Property Taxation During Limited Purpose Annexation. The District and the City agree that upon and after the Effective Date of this Agreement the District may continue to levy and collect its property tax on all assessed valuation within the District boundaries and the City shall not levy and collect ad valorem taxes on property in the District until the time that the City elects to annex the Land for full purposes (the "Full Purpose Annexation Conversion Date" as defined herein). The District and the City agree to cooperate to adjust their property tax rates per \$100 of assessed valuation such that, upon the Full Purpose Annexation Conversion Date (defined herein), the District's property tax rate per \$100 assessed valuation in effect on December 31 of the year prior to the year that the City elects to annex the Land for full purposes will approximate the City's property tax rate per \$100 assessed valuation in effect on December 31 of the year prior to the year that the City elects to annex the Land for full purposes. Notwithstanding the foregoing or anything else in this Agreement to the contrary, however, the District and the City understand that the City's power to levy taxes to pay the principal of and interest on any City obligations, and the District's power to levy taxes to pay the principal of and interest on Bonds up to the Bond Limit Amount (as defined in the Consent Agreement) will be

unlimited as to rate and amount as necessary to make their respective payments on their outstanding obligations.

4.02 Collection of Sales and Use Tax Revenues. The City may impose sales and use taxes, including but not limited to the general sales tax, Type A and Type B Sales Tax, road maintenance sales tax, and sales tax for the purposes of property tax reduction, within the Land pursuant to Section 43.0751 (k) of the Texas Local Government Code. The sales and use taxes may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.03 Payment of Portion of Sales and Use Tax Revenues. Except as otherwise stated below, the City shall pay to the District an amount equal to twenty percent (20%) of the general one-percent (1%) portion of the Sales and Use Tax Revenues collected within the Land, but specifically excluding any portion of the Type A and Type B Sales Tax, the street maintenance sales tax, the property tax reduction sales tax, or any other sales and use tax collected within the Land (the "District Share"), commencing upon the effective date of the limited purpose annexation of the Land and terminating upon the full-purpose annexation or disannexation of the Land. The City shall pay the District Share within thirty (30) days after the City receives the sales tax report reflecting such revenues from the Comptroller of Public Accounts of the State of Texas (the "Comptroller"). Any payment of the District Share not made within such thirty (30)-day period shall bear interest calculated in accordance with Section 2251.025 of the Texas Government Code. The City shall retain eighty percent (80%) of the general one-percent (1%) portion of the Sales and Use Tax Revenues collected within the Land, plus one-hundred percent (100%) of the Sales and Use Tax Revenues attributable to collection of the Type A and Type B Sales Tax, the street maintenance sales tax, the property tax reduction sales tax, and any other sales and use tax collected within the Land (the "City Share"). No adjustments to the District Share or the City Share shall be effective unless approved in writing by the governing bodies of the District and the City.

4.04 Use of the Sales and Use Tax Revenues. The City shall use the City Share for any lawful purpose. The District shall use the District Share for any lawful purpose that is consistent with this Agreement and the Consent Agreement.

4.05 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report provided by the Comptroller relating to Sales and Use Tax Revenues within 30 days of the City's receipt of such sales tax report.

4.06 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Texas Tax Code, after the City Council annexes Land for limited purposes.

4.07 Termination of Sales and Use Tax Sharing. On and after the Full Purpose Annexation Conversion Date (defined herein), the City shall have no further financial obligation

to the District pursuant to this Agreement, and all Sales and Use Tax Revenues shall be retained by the City.

4.08 City Records and Audit Rights. The District may audit the Sales and Use Tax Revenues to determine whether the District Share has been paid in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours on 30 days' Notice (defined herein). For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices to reflect the amount of Sales and Use Tax Revenues received by the City from within the Land. The District is required by law to prepare an annual audit. The District shall provide a copy of its annual audit to the City within thirty (30) days after the audit is completed.

ARTICLE V

FULL-PURPOSE ANNEXATION AND CONVERSION TO LIMITED DISTRICT

5.01 Full Purpose Annexation. Except as otherwise provided in this Agreement or the Consent Agreement, the City agrees that it shall not annex for full purposes any of the Land within the District until the earlier of: (a) the expiration or termination of this Agreement or the Consent Agreement; or (b) the fifteenth (15th) anniversary of the date of the first issuance of bonds by the District; or (c) the date that the District has issued bonds to reimburse the Owner for ninety percent (90%) of the public infrastructure eligible for reimbursement under applicable laws or TCEQ regulations and the Consent Agreement. Subject to the foregoing, District hereby consents to the automatic full purpose annexation of all portions of the Land on the Full Purpose Annexation Conversion Date (defined herein) without further procedural action of any kind by the City Council or the District's Board in accordance with Sections 43.0751(f)(6) and (h) of the Texas Local Government Code. For purposes of this Agreement, the "Full-Purpose Annexation Conversion Date" is the date on which the City Council adopts an ordinance that includes the Land within the full-purpose boundary limits of the City. The Full-Purpose Annexation Conversion Date may be altered only by mutual written agreement of the District and the City.

5.02 Assumption of the District's Outstanding Obligations, Assets, Debts and Liabilities. Notwithstanding anything in the Consent Agreement or the Related Agreements to the contrary, the Parties specifically understand and agree that all assets and obligations of the District, including any outstanding bonded indebtedness of the District shall be assumed by the City on the Full Purpose Annexation Conversion Date; provided, however, the parks and recreation facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities), together with any District funds on hand related to the maintenance or construction of same, shall remain with the Limited District who shall operate and maintain same as provided herein such that upon conversion of the District to the Limited District, all of the park and recreation assets and other land and improvements of the District and responsibility for operation and maintenance thereof shall be assumed by the Limited District.

5.03 Conversion to Limited District. Pursuant to Sections 43.0751(f)(6) and (h) of the Texas Local Government Code, the District shall be converted to the Limited District, and the

Land deemed to be within the full-purpose boundary limits of the City upon the Full-Purpose Annexation Conversion Date without any further action by the City Council.

5.04 Boundaries and Name of Limited District. After the Full Purpose Annexation Conversion Date, the District shall be known as Northwest Williamson County Limited Municipal Utility District No. 2 (the "Limited District"). The boundaries of the Limited District shall be the same as the boundaries for the District and are as shown on *Exhibits A and B* attached hereto.

5.05 Duties of Limited District. After the Full Purpose Annexation Conversion Date, the Limited District shall own, operate, control, maintain, repair, replace and provide security and insurance for the parks and recreation and open space facilities (including the trails, lands and open space associated therewith and any storm water detention ponds that also function as park and recreation facilities) (collectively, the "Limited District Obligations"), it being specifically understood, however, that any park related debt (and all other debt) of the District shall be assumed by the City. The Parties agree that the City shall have no obligation during the existence of the District or the Limited District to perform any of the Limited District Obligations. The Parties agree that the City shall not be liable for any claims or causes of action arising out of, or resulting from the Limited District Obligations, including but not limited to the ownership, operation, maintenance, repair or replacement of the facilities owned or required to be maintained by the Limited District, including those that may be located on property owned by the City, or for any action or inaction of the Limited District related to same. To the extent permitted by law, the Limited District shall indemnify, defend, and hold harmless the City from any claims, demand, actions, and causes of action whatsoever arising out of or resulting from the Limited District Obligations, including but not limited to the maintenance, operations, or ownership of any facilities owned by the Limited District, or the maintenance, operations or other activities of the Limited District on any property owned by the City. The Limited District may lease or hire employees, agents, representatives, consultants, or other service providers to perform the normal administrative duties of the Limited District, except that all contracts shall provide that if the Limited District is dissolved for any reason, the contracts shall automatically expire on the date of dissolution.

5.06 Funding of Limited District Operations.

- (a) General. Consistent with the terms and conditions of this Agreement, it is the responsibility of the Limited District to provide all necessary funding for capital and operations and maintenance expenses necessary for the performance of the Limited District Obligations after the Full Purpose Annexation Conversation Date.
- (b) No Indebtedness; No Transfers of Property. No bonds shall be issued by the Limited District for any purposes. The Limited District shall not issue notes, incur additional debt, or sell, convey, lease, mortgage, assign, or otherwise transfer property without the prior written consent of the City.

5.07 Audit; Review of District Records. The Limited District shall conduct an annual audit each year, at its sole expense, to be performed by an independent certified public

accountant. The Limited District shall file a copy of the completed audit with the City's Director of Finance. The Limited District shall make its financial and other records available to the City for inspection during normal business hours.

5.08 Other Limitations. The Limited District shall have only those functions, purposes and authorities specifically enumerated in this Article V. If the Limited District take any formal action to discharge a function or authority that is not directly related to those functions and purposes specifically enumerated in this Article V, the City may proceed as allowed in Article VI of this Agreement.

5.09 Dissolution of Limited District.

- (a) Either (1) the City, by resolution duly adopted by the City Council, or (2) the residents of the Limited District, on presentation to the City Secretary of a petition signed by 10% of the registered voters living in the Limited District and confirmed by the City Secretary to be conforming to the requirements of Chapter 277 of the Texas Election Code, may seek a determination as to whether the Limited District has failed or ceased to discharge its obligations under this Agreement.
- (b) Within ninety (90) days after receipt of a resolution from the City Council or verification by the City Secretary of receipt of a qualified petition under Section 5.07(a)(2) of this Agreement, the City shall give reasonable notice of and conduct a public hearing to consider the request for determination. On the conclusion of the public hearing, if the City Council determines that the Limited District has failed or ceased to discharge its obligations under this Agreement, (1) the City Council may pursue any remedy available to it under Article VI of this Agreement; or (2) the Board of Directors of the Limited District may elect to voluntarily dissolve the Limited District with sixty (60) days prior Notice to the City prior to the dissolution, or (3) the Board of Directors of the Limited District may pursue any other remedy to resolve the issues raised by the City Council or the residents of the Limited District, provided that such remedy must be consistent with this Agreement and the Related Agreements and shall be initiated within ninety (90) days after the date of the public hearing and pursued with reasonable diligence until the issue is completely resolved.
- (c) Prior to or upon the effective date of dissolution of the Limited District under Section 5.09 of this Agreement or for any other reason, the assets and liabilities of the Limited District shall be transferred to the City.

ARTICLE VI
TERM, DEFAULT AND REMEDIES

6.01 Term. As between the City and the District, this Agreement commences on the Effective Date and continues until 5:00 PM CST on the Full Purpose Annexation Conversion Date. Following 5:00 PM CST on the Full Purpose Annexation Conversion Date, this

Agreement shall continue in effect between the City and the Limited District for a period of ten (10) years after the Full Purpose Annexation Conversion Date, and may be renewed for another ten (10) year period on approval of the governing bodies of the City and the Limited District.

6.02 Notification of Default or Violation. Upon the occurrence, or alleged occurrence, of an event of default under or violation of this Agreement, the non-defaulting party shall send the defaulting Party Notice of the default or violation or the alleged default or violation. The defaulting Party must cure the default or violation within sixty (60) days of the date of the Notice (the "Cure Period").

6.03 Remedies on Default or Violation. If the default or violation is not cured within the Cure Period, the non-defaulting party may sue for injunctive relief, mandamus, specific performance, or for such other legal and equitable relief to which the non-defaulting party may be entitled, excluding consequential and incidental damages. All of these rights and remedies shall be cumulative.

6.04 City's Right to Terminate. After the expiration of the Cure Period, without regard to District's or Limited District's partial performance, if any, the City is entitled to terminate this Agreement upon written notice to District or Limited District, with the effect set forth in this Section 6.04, if District or Limited District has failed to cure a default under this Agreement within the applicable Cure Period, and the City has not waived the default in writing, or District or Limited District has failed to satisfy a condition precedent and the City has not waived performance of the condition precedent in writing. Termination of this Agreement pursuant to this Section shall also cause dissolution of the District or Limited District, but does not terminate, limit or restrict the rights and remedies of the City and is without prejudice to the City's claim for allowable damages. IN ADDITION TO THE CITY'S RIGHT UNDER COMMON LAW TO REDRESS FOR ANY BREACH OR UNCURED DEFAULT, DISTRICT AND LIMITED DISTRICT SHALL EACH INDEMNIFY AND DEFEND THE CITY AGAINST ALL LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES) COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, INTEREST (INCLUDING PREJUDGMENT INTEREST IN ANY LITIGATED MATTER), PENALTIES, COURT COSTS, AND ATTORNEY'S FEES AND EXPENSES) ASSERTED AGAINST, IMPOSED UPON OR INCURRED BY THE CITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RESULTING FROM THE BREACH OR UNCURED DEFAULT AND TERMINATION OF THIS AGREEMENT AND ENFORCEMENT OF THIS SECTION.

ARTICLE VII **ADDITIONAL PROVISIONS**

7.01 Exemption from Annexation Plan. Annexation of the Land is exempt from the municipal annexation plan requirements pursuant to Section 43.052(h)(3)(B) of the Texas Local Government Code.

7.02 Voting. Pursuant to Section 43.0175(q) of the Texas Local Government Code, Chapter 43, Subchapter F, of the Texas Local Government Code does not apply to the limited purpose annexation of the Land. Consequently, Section 43.130(a) of the Texas Local

Government Code, providing that qualified voters of an area annexed for limited purposes may vote in certain municipal elections, does not apply to the voters within the Land with the effect that, prior to the Full Purpose Annexation Conversion Date, no voters within the Land may vote in City elections.

7.03 Cooperation.

a. The City, the District, and the Limited District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby.

b. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the District, and the Limited District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

7.04 Notice. Any notice given under this Agreement ("Notice") 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:

City:
City of Georgetown
P. O. Box 409
Georgetown, Texas 78627
Attn: City Manager

and (for overnight mail or personal delivery)
City of Georgetown
808 Martin Luther King Jr Street
Georgetown, Texas 78626
Attn: City Manager

With a copy to: City Attorney
P. O. Box 409
Georgetown, Texas 78627
Attn: City Attorney

and (for overnight mail or personal delivery)
City of Georgetown
406 W 8th Street
Georgetown, Texas 78626
Attn: City Attorney

District and Limited District:

Ronald J. Freeman

~~Freeman & Corbett~~

~~8500 Bluffstone Cove, Ste B 104~~

~~Austin, TX 78759~~

102 N. RAILROAD AVE.

7ELUGERVILLE, TX 78660

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Parties. A Party may, by giving at least five (5) days' written notice to the other Party, designate additional parties to receive copies of notices under this Agreement.

7.05 Severability; Amendment; Waiver.

a. 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 the Parties have a thirty (30) day period to negotiate a provision be added to this Agreement by mutual agreement of the Parties which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. If no agreement can be reached to modify the illegal, invalid, or unenforceable provision, and the provision is an essential element of this Agreement, this Agreement shall be null and void.

b. The Parties may not amend this Agreement, except in a written agreement executed by duly authorized representatives of the Parties.

c. The Parties may not waive any provision in this Agreement, except pursuant to a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

7.06 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.

7.07 Entire Agreement. This Agreement and the Exhibits attached hereto, the Related Agreements and the Exhibits attached thereto, contain 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.

7.08 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 have 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.

7.09 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.

7.10 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all laws, rules, regulations and orders governing or pertaining to the District.

7.11 Assignment. No Party shall assign its interest in this Agreement, in whole or in part, without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

7.12 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.13 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A Sketch of the Land
- Exhibit B Metes and Bounds Description of the Land

7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF NORTHWEST
WILLIAMSON COUNTY DISTRICT NO. 2 ON TEXAS
ON March 12, 2019.

DISTRICT:
NORTHWEST WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. 2

By: [Signature]
Name: Steve Madray
Title: President
Date: March 12, 2019

ATTEST:
[Signature]
Name: Nick Boyd
Title: Secretary

STATE OF TEXAS §
TRAVIS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 12th day of March,
2019, by Steve Madray, President of Northwest Williamson County Municipal
Utility District No. 2, a special district formed and operating under Chapters 49 and 54 of the
Texas Water Code.



Cynthia Ferris
Notary Public Signature
Printed Name: _____
My Commission Expires: _____

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ON _____, 201_.

CITY:
CITY OF GEORGETOWN, TEXAS

By: _____, Mayor

Date: _____

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

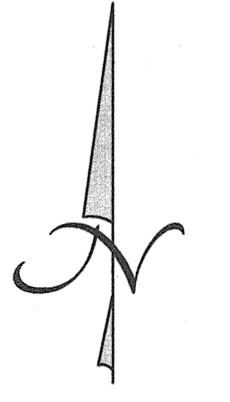
This instrument was acknowledged before me the ____ day of _____, 201_, by _____, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

Notary Public Signature
Printed Name: _____
My Commission Expires: _____

TRACT 1: 250.58 ACRES OF LAND OUT OF THE CHAS. H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT 2: 204.28 ACRES OF LAND OUT OF THE CHAS. H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NWWCMUD 2 Strategic Partnership Agreement Exhibit A



Scale: 1" = 500'

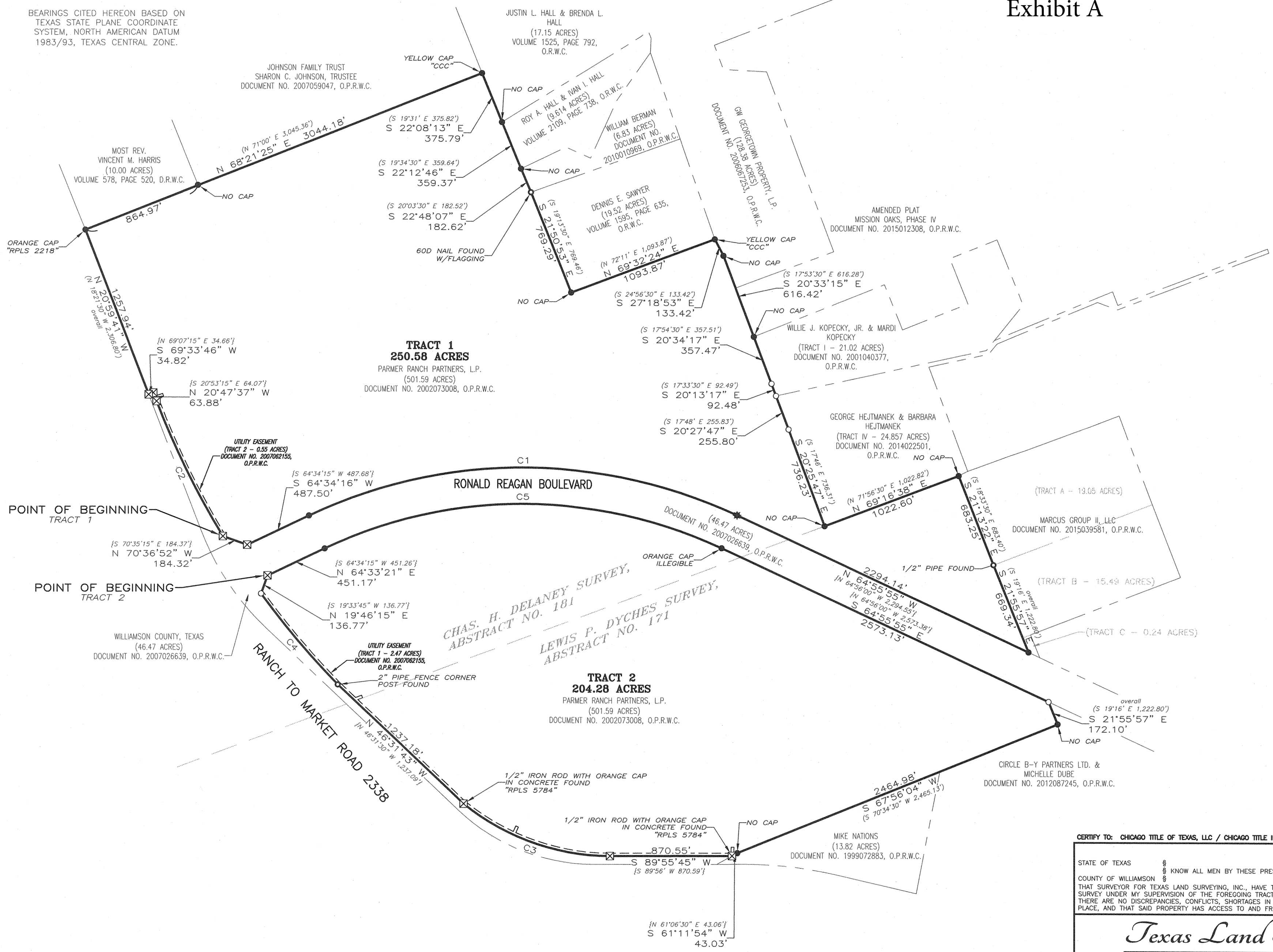
BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983/93, TEXAS CENTRAL ZONE.

| LEGEND | |
|------------|--|
| ● | 1/2" IRON ROD FOUND WITH ORANGE CAP STAMPED "RPLS 5784" (UNLESS OTHERWISE NOTED) |
| ○ | 1/2" IRON ROD SET W/PLASTIC CAP STAMPED "T.L.S. INC." |
| ⊗ | "TXDOT" 3" BRASS DISK IN CONCRETE FOUND (UNLESS OTHERWISE NOTED) |
| ⊙ | MISC. MONUMENT (EXPLAIN) |
| ⊛ | COTTON SPINDLE FOUND |
| D.R.W.C. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C. | OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| () | RECORD INFORMATION |

- RESTRICTIVE COVENANTS:**
 ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT OF NO. CTMH63-8055631600139, EFFECTIVE DATE OF JANUARY 4, 2017 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:
- 10.d) EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. - VOLUME 643, PAGE 218, D.R.W.C. (BLANKET TYPE)
 - 10.e) EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY - VOLUME 1199, PAGE 617, D.R.W.C. (BLANKET TYPE)
 - 10.f) MATTERS CONTAINED IN THAT WASTEWATER SERVICES AGREEMENT DATED DECEMBER 15, 2015, EXECUTED BY PARMER RANCH PARTNERS, LP AND THE CITY OF GEORGETOWN - DOCUMENT NO. 2016001483, O.P.R.W.C. (SUBJECT TO)
 - 10.g) MATTERS CONTAINED IN THAT CONSENT AGREEMENT EXECUTED BY PARMER RANCH PARTNERS, LP AND THE CITY OF GEORGETOWN - DOCUMENT NO. 2016001484, O.P.R.W.C. (SUBJECT TO)
 - 10.h) EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. - DOCUMENT NO. 2007062155, O.P.R.W.C. (SUBJECT TO AND SHOWN)

| CURVE TABLE | | | | | |
|-------------|-----------|----------|----------|----------|---------------|
| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
| C1 | 50°29'32" | 3580.00' | 3154.90' | 3053.80' | S 89°49'07" W |
| C2 | 10°24'02" | 5925.00' | 1075.53' | 1074.05' | N 26°05'35" W |
| C3 | 38°56'51" | 1660.00' | 1128.40' | 1106.80' | N 70°34'57" W |
| C4 | 8°11'47" | 5925.00' | 847.58' | 846.86' | N 40°09'49" W |
| C5 | 50°29'24" | 3320.00' | 2925.64' | 2831.89' | N 89°49'16" E |

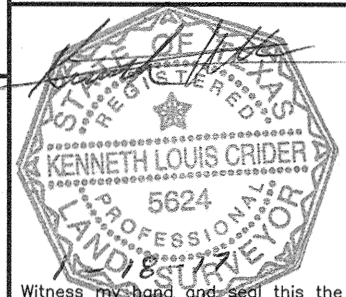
| RECORD CURVE TABLE | | | | | |
|--------------------|-------|----------|----------|----------|---------------|
| NUMBER | DELTA | RADIUS | ARC | CHORD | DIRECTION |
| {C1} | - | 3580.00' | 3155.21' | 3054.08' | N 89°49'15" E |
| {C2} | - | 5925.00' | 1075.70' | 1074.22' | S 26°05'15" E |
| {C3} | - | 1660.00' | 1128.65' | 1107.04' | S 70°35'15" E |
| {C4} | - | 5925.00' | 847.58' | 846.86' | S 40°08'45" E |
| {C5} | - | 3320.00' | 2926.06' | 2832.27' | S 89°49'15" W |



CERTIFY TO: CHICAGO TITLE OF TEXAS, LLC / CHICAGO TITLE INSURANCE COMPANY / SOUTHWEST BANK / PARMER RANCH PARTNERS, L.P. / OF NO. CTMH63-8055631600139

STATE OF TEXAS §
 COUNTY OF WILLIAMSON §
 I, KENNETH LOUIS CRIDER, a duly licensed and qualified Professional Land Surveyor, do hereby certify that I have personally supervised the performance of the foregoing survey and that the same was made in accordance with the laws and rules of the State of Texas, and that the same is a true and correct copy of the original survey as shown to me by the undersigned surveyor, and that I am not aware of any fraud or error in the same.

Texas Land Surveying, Inc.
 -A Land Surveying and Geoscience Firm-
 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1600 / (512) 930-9389 fax www.texas-ls.com
 TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538



IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

SURVEY REVISION DATE: 1-18-2017

© COPYRIGHT 2017 BY TEXAS LAND SURVEYING, INC. THIS SURVEY PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS OF THE COMPLETION OF THE SURVEY.

NWWCMUD 2
Strategic Partnership Agreement
Exhibit B

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2017

PAGE 1 OF 6

TRACT 1

250.58 ACRES

250.58 ACRES OF LAND OUT OF THE CHAS H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "TXDOT" 3 inch brass disk in concrete found inside of said 501.59 acre tract at the intersection of the north line of Ronald Reagan Boulevard (260' right-of-way) and the east line of Ranch to Market Road 2338 (R.M. 2338), recorded in that deed to Williamson County, Texas under Document No. 2007026639 of said Official Public Records, for the southwest corner of this tract;

THENCE: inside of said 501.59 acre tract with the east line of said R.M. 2338 as conveyed in said deed to Williamson County, Texas the following three (3) courses:

1. 1,075.53 feet along a curve to the right ($r= 5,925$ feet, $lc= N 26^{\circ}05'35" W$, 1,074.05 feet) to a "TXDOT" 3 inch brass disk in concrete found, marking an angle point in the east line of said R.M. 2338, for an angle point in the west line of this tract;
2. $N 20^{\circ}47'37" W$, 63.88 feet to a "TXDOT" 3 inch brass disk in concrete found, marking an angle point in the east line of said R.M. 2338, for an angle point in the west line of this tract;
3. $S 69^{\circ}33'46" W$, 34.82 feet to a "TXDOT" 3 inch brass disk in concrete found, marking an angle point in the east line of R.M. 2338 as conveyed to the State of Texas by Volume 416, Page 60, Deed Records of Williamson County, Texas, being the northwest corner of said Williamson County tract, for an angle point in the west line of said 501.59 acre tract and this tract;

THENCE: $N 20^{\circ}59'41" W$, 1,257.94 feet with the east line of said R.M. 2338 conveyed to the State of Texas and the west line of said 501.59 acre tract to a 1/2" iron rod with orange cap stamped "RPLS 2218" found, marking the southwest corner of that tract called 10.00 acres in a deed to Most Rev. Vincent M. Harris recorded in Volume 578, Page 520 of said Deed Records, for the northwest corner of said 501.59 acre tract and this tract;

THENCE: $N 68^{\circ}21'25" E$, with the north line of said 501.59 acre tract at 864.97 feet pass a 1/2" iron rod found marking the southeast corner of said Harris tract and the southwest corner of that tract conveyed to Johnson Family Trust by deed recorded in Document No. 2007059047 of said Official Public Records, and continuing for an overall distance of 3,044.18 feet with the south line of said Johnson Family Trust tract to a 1/2" iron rod with yellow cap stamped "CCC" found in the west line of that tract called 17.15 acres in a deed to Justin L. Hall and Brenda L. Hall by deed recorded in Volume 1525, Page 792, Official Records of Williamson County, Texas, marking the southeast corner of said Johnson Family Trust tract, for the northeast corner of said 501.59 acre tract and this tract;

THENCE: with the east line of said 501.59 acre tract the following fourteen (14) courses, for the east line of this tract:

1. $S 22^{\circ}08'13" E$, 375.79 feet with the west line of said 17.15 acre Hall tract to a 1/2" iron rod found marking the southwest corner of said 17.15 acre Hall tract and the northwest corner of that tract called 9.614 acres in a deed to Roy A. Hall and Ivan I. Hall recorded in Volume 2109, Page 738, of said Official Records, for an angle point in the east line of this tract;

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2017

PAGE 2 OF 6

2. S 22°12'46" E, 359.37 feet with the west line of said 9.614 acre Hall tract to a 1/2" iron rod found marking the southwest corner of said 9.614 acre Hall tract and the northwest corner of that tract called 6.83 acres in a deed to William Berman recorded in Document No. 2010010969, of said Official Public Records, for an angle point in the east line of this tract;
3. S 22°48'07" E, 182.62 feet with the west line of said Berman tract to a 60D nail with flagging found marking the southwest corner of said Berman tract and the northwest corner of that tract called 19.52 acres in a deed to Dennis E. Sawyer recorded in Volume 1595, Page 635, of said Official Records, for an angle point in the east line of this tract;
4. S 21°50'53" E, 769.29 feet with the west line of said Sawyer tract to a 1/2" iron rod found, marking the southwest corner of said Sawyer tract, for an angle point in the east line of this tract;
5. N 69°32'24" E, 1,093.87 feet with the south line of said Sawyer tract to a 1/2" iron rod with yellow cap stamped "CCC" found, marking the southeast corner of said Sawyer tract and an angle point in the west line of that tract called 128.38 acres in a deed to GW Georgetown Property, L.P. recorded in Document No. 2006067253, of said Official Public Records, for an angle point in the east line of this tract;
6. S 27°18'53" E, 133.42 feet with the west line of said GW Georgetown Property tract to a 1/2" iron rod found, marking an angle point in the west line of said GW Georgetown Property tract, for an angle point in the east line of this tract;
7. S 20°33'15" E, 616.42 feet in part with the west line of said GW Georgetown Property tract and the west line of the Amended Plat of Mission Oaks, Phase IV, recorded in Document No. 2015012308 of said Official Public Records to a 1/2" iron rod found, marking the northwest corner of that 21.02 acre tract called Tract I in a deed to Willie J. Kopecky, Jr. and Mardi Kopecky recorded in Document No. 2001040377 of said Official Public Records, for an angle point in the east line of this tract;
8. S 20°34'17" E, 357.47 feet with the west line of said Kopecky tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking an angle point in the west line of said Kopecky tract, for an angle point in the east line of this tract;
9. S 20°13'17" E, 92.48 feet with the west line of said Kopecky tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking the southwest corner of said Kopecky tract and the northwest corner of that 24.857 acre tract called Tract IV in a deed to George Hejtmanek and Barbara Hejtmanek recorded in Document No. 2014022501 of said Official Public Records, for an angle point in the east line of this tract;
10. S 20°27'47" E, 255.80 feet with the west line of said Hejtmanek tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking an angle point in the west line of said Hejtmanek tract, for an angle point in the east line of this tract;
11. S 20°25'47" E, 736.23 feet with the west line of said Hejtmanek tract to a 1/2" iron rod found, marking the southwest corner of said Hejtmanek tract, for an angle point in the east line of this tract;
12. N 69°16'38" E, 1,022.60 feet with the south line of said Hejtmanek tract to a 1/2" iron rod found, marking an angle point in the south line of said Hejtmanek tract and the northwest corner of that 19.05 acre tract called Tract A in a deed to Marcus Group II, LLC, recorded in Document No. 2015039581, of said Official Public Records, for an angle point in the east line of this tract;

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2017

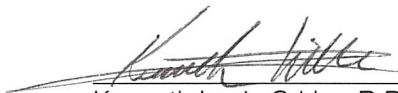
PAGE 3 OF 6

13. S 21°13'22" E, 683.25 feet with the west line of said Tract A to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking the southwest corner of said Tract A and the northwest corner of that 15.49 acre tract called Tract B in said deed to Marcus Group II, LLC, for an angle point in the east line of this tract;
14. S 21°55'57" E, 669.34 feet in part with the west line of said Tract B and with the west line of that 0.24 acre tract called Tract C in said deed to Marcus Group II, LLC to a 1/2" iron rod with orange cap stamped "RPLS 5784" found in the north line of said Ronald Reagan Boulevard, marking the southwest corner of said Tract C, for the southeast corner of this tract;

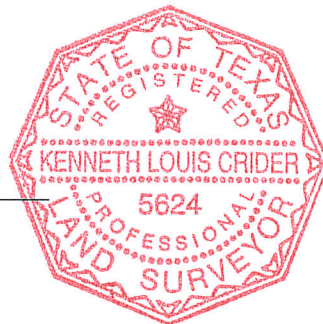
THENCE: inside of said 501.59 acre tract with the north line of said Ronald Reagan Boulevard the following four (4) courses, for the south line of this tract:

1. N 64°55'55" W, 2,294.14 feet to a cotton spindle found, for an angle point in the south line of this tract;
2. 3,154.90 feet along a curve to the left (r= 3,580 feet, lc= S 89°49'07" W, 3,053.80 feet) to a 1/2" iron rod with orange cap stamped "RPLS 5784" found, for an angle point in the south line of this tract;
3. S 64°34'16" W, 487.50 feet to a "TXDOT" 3 inch brass disk in concrete found, for an angle point in the south line of this tract;
4. N 70°36'52" W, 184.32 feet to the point of beginning, containing 250.58 acres of land, more or less.

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).

 1-18-17

Kenneth Louis Crider, R.P.L.S. No. 5624
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TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

FIELD NOTES

JOB NO. 16301

DATE: JANUARY 18, 2016

PAGE 4 OF 6

TRACT 2

204.28 ACRES

204.28 ACRES OF LAND OUT OF THE CHAS H. DELANEY SURVEY, ABSTRACT NO. 181 AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, IN WILLIAMSON COUNTY, TEXAS, AND BEING PART OF THAT TRACT CALLED 501.59 ACRES IN A DEED TO PARMER RANCH PARTNERS, L.P. RECORDED UNDER DOCUMENT NO. 2002073008, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "TXDOT" 3 inch brass disk in concrete found inside of said 501.59 acre tract in the south line of Ronald Reagan Boulevard (260' right-of-way), recorded in that deed to Williamson County, Texas under Document No. 2007026639 of said Official Public Records, for the northwest corner of this tract;

THENCE: inside of said 501.59 acre tract with the south line of said Ronald Reagan Boulevard the following three (3) courses:

1. N 64°33'21" E, 451.17 feet to a 1/2" iron rod with orange cap stamped "RPLS 5784" found, marking an angle point in the south line of said Ronald Reagan Boulevard, for an angle point in the north line of this tract;
2. 2,925.64 feet along a curve to the right (r= 3,320.00 feet, lc= N 89°49'16" E, 2,831.89 feet) to a 1/2" iron rod with illegible orange cap found, marking an angle point in the south line of said Ronald Reagan Boulevard, for an angle point in the north line of this tract;
3. S 64°55'55" E, 2,573.13 feet to a 1/2" iron rod with pink cap stamped "TLS INC." set in the east line of said 501.59 acre tract, marking the north corner of that tract conveyed to Circle B-Y Partners LTD. and Michelle Dube by deed recorded in Document No. 2012087245 of said Official Public Records, for the northeast corner of this tract;

THENCE: S 21°55'57" E 172.10 feet with the north line of said Circle B-Y Partners tract and the east line of said 501.59 acre tract to a 1/2" iron rod with pink cap stamped "TLS INC." set, marking an angle point in the north line of said Circle B-Y Partners tract, for the southeast corner of said 501.59 acre tract and this tract;

THENCE: with the south line of said 501.59 acre tract the following two (2) courses:

1. S 67°56'04" W, 2,464.98 feet in part with the north line of said Circle B-Y Partners tract and the north line of that tract called 13.82 acres in a deed to Mike Nations recorded in Document No. 1999072883 of said Official Public Records to a 1/2" iron rod found, marking an angle point in the north line of said Nations tract, for an angle point in the south line of this tract;
2. S 61°11'54" W, 43.03 feet to a 1/2" iron rod in concrete with orange cap stamped "RPLS 5784" found, marking an angle point in the east line of Ranch to Market Road 2338 (R.M. 2338) being recorded in said deed to Williamson County, Texas, for an angle point in the south line of this tract;

THENCE: into said 501.59 acre tract with the east line of said R.M. 2338 the following four (4) courses:

1. S 89°55'45" W, 870.55 feet to a "TXDOT" 3 inch brass disk in concrete found, for an angle point in the south line of this tract;

FIELD NOTES

JOB NO. 16301

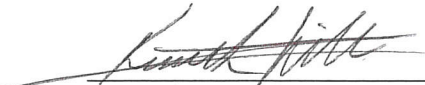
DATE: JANUARY 18, 2016

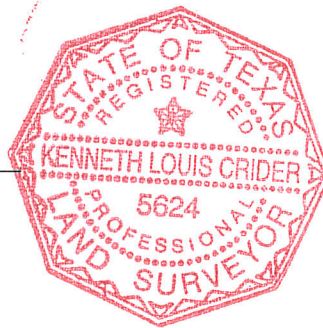
PAGE 5 OF 6

2. 1,128.40 feet along a curve to the right ($r= 1,660.00$ feet, $lc= N 70^{\circ}34'57'' W, 1,106.80$ feet) to a 1/2" iron rod in concrete with orange cap stamped "RPLS 5784" found, for the southwest corner of this tract;
3. $N 46^{\circ}31'43'' W, 1,237.18$ feet to a 2 inch pipe fence corner post found, for an angle point in the west line of this tract;
4. 847.58 feet along a curve to the right ($r= 5,925.00$ feet, $lc= N 40^{\circ}09'49'' W, 846.86$ feet) to a 1/2" iron rod with pink cap stamped "TLS INC." set at the intersection of the north line of said Ronald Reagan Boulevard and the east line of said R.M. 2338, for an angle point in the west line of this tract;

THENCE: $N 19^{\circ}46'15'' E, 136.77$ feet with the south line of said Ronald Reagan Boulevard to the point of beginning, containing 204.28 acres of land, more or less.

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).


1-18-17
Kenneth Louis Crider, R.P.L.S. No. 5624
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TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

Closure Report

JOB NO. 16301

DATE: August 30, 2016

PAGE 1 OF 2

Boundary Mapcheck 1: TRACT 1

Closure Summary

Precision, 1 part in: 2369436.33'
Error distance: 0.01'
Error direction: N 20° 18' 52" W
Area: 250.58acres
Square area: 10915374.808
Perimeter: 18945.16'

Point of Beginning

Easting: 3091892.65'
Northing: 10242208.34'

Side 1: Curve

Curve direction: Clockwise
Radius: [5924.98']
Arc length: 1075.53'
Delta angle: 010°
Tangent: [539.24']
Chord direction: N 26° 05' 35" W
Chord angle: [154°]
Deflection angle: [-026°]
Chord distance: 1074.05'
Easting: 3091420.25'
Northing: 10243172.92'

Side 2: Line

Direction: N 20° 47' 37" W
Angle: [-180°]
Deflection angle: [000°]
Distance: 63.88'
Easting: 3091397.57'
Northing: 10243232.64'

Side 3: Line

Direction: S 69° 33' 46" W
Angle: [090°]
Deflection angle: [-090°]
Distance: 34.82'
Easting: 3091364.94'
Northing: 10243220.49'

Side 4: Line

Direction: N 20° 59' 41" W
Angle: [-091°]
Deflection angle: [089°]
Distance: 1257.94'
Easting: 3090914.24'
Northing: 10244394.92'

Side 5: Line

Direction: N 68° 21' 25" E
Angle: [-091°]
Deflection angle: [089°]
Distance: 3044.18'
Easting: 3093743.81'
Northing: 10245517.68'

Side 6: Line

Direction: S 22° 08' 13" E
Angle: [-090°]
Deflection angle: [090°]
Distance: 375.79'
Easting: 3093885.41'
Northing: 10245169.59'

Side 7: Line

Direction: S 22° 12' 46" E
Angle: [180°]
Deflection angle: [-000°]

Distance: 359.37'
Easting: 3094021.27'
Northing: 10244836.89'

Side 8: Line
Direction: S 22° 48' 07" E
Angle: [179°]
Deflection angle: [-001°]
Distance: 182.62'
Easting: 3094092.05'
Northing: 10244668.54'

Side 9: Line
Direction: S 21° 50' 53" E
Angle: [-179°]
Deflection angle: [001°]
Distance: 769.29'
Easting: 3094378.34'
Northing: 10243954.51'

Side 10: Line
Direction: N 69° 32' 24" E
Angle: [091°]
Deflection angle: [-089°]
Distance: 1093.87'
Easting: 3095403.20'
Northing: 10244336.87'

Side 11: Line
Direction: S 27° 18' 53" E
Angle: [-097°]
Deflection angle: [083°]
Distance: 133.42'
Easting: 3095464.42'
Northing: 10244218.33'

Side 12: Line
Direction: S 20° 33' 15" E
Angle: [-173°]
Deflection angle: [007°]
Distance: 616.42'
Easting: 3095680.84'
Northing: 10243641.15'

Side 13: Line
Direction: S 20° 34' 17" E
Angle: [180°]
Deflection angle: [-000°]
Distance: 357.47'
Easting: 3095806.45'
Northing: 10243306.47'

Side 14: Line
Direction: S 20° 13' 17" E
Angle: [-180°]
Deflection angle: [000°]
Distance: 92.48'
Easting: 3095838.42'
Northing: 10243219.69'

Side 15: Line
Direction: S 20° 27' 47" E
Angle: [180°]
Deflection angle: [-000°]
Distance: 255.80'
Easting: 3095927.84'
Northing: 10242980.04'

Side 16: Line
Direction: S 20° 25' 47" E

Closure Report

JOB NO. 16301

DATE: August 30, 2016

PAGE 2 OF 2

Angle: [-180°]
 Deflection angle: [000°]
 Distance: 736.23'
 Easting: 3096184.83'
 Northing: 10242290.11'

Side 17: Line
 Direction: N 69° 16' 38" E
 Angle: [090°]
 Deflection angle: [-090°]
 Distance: 1022.60'
 Easting: 3097141.27'
 Northing: 10242651.96'

Side 18: Line
 Direction: S 21° 13' 22" E
 Angle: [-090°]
 Deflection angle: [090°]
 Distance: 683.25'
 Easting: 3097388.61'
 Northing: 10242015.05'

Side 19: Line
 Direction: S 21° 55' 57" E
 Angle: [179°]
 Deflection angle: [-001°]
 Distance: 669.34'
 Easting: 3097638.61'
 Northing: 10241394.15'

Side 20: Line
 Direction: N 64° 55' 55" W
 Angle: [-043°]
 Deflection angle: [137°]

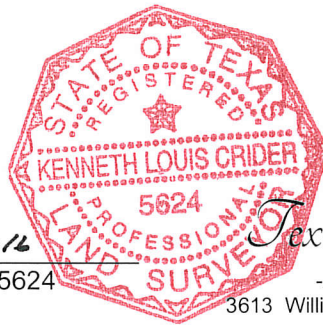
Distance: 2294.14'
 Easting: 3095560.57'
 Northing: 10242366.16'

Side 21: Curve
 Curve direction: Counter-clockwise
 Radius: [3580.01']
 Arc length: 3154.90'
 Delta angle: 050°
 Tangent: [1688.14']
 Chord direction: S 89° 49' 07" W
 Chord angle: [155°]
 Deflection angle: [-025°]
 Chord distance: 3053.80'
 Easting: 3092506.78'
 Northing: 10242356.50'

Side 22: Line
 Direction: S 64° 34' 16" W
 Angle: [180°]
 Deflection angle: [-000°]
 Distance: 487.50'
 Easting: 3092066.51'
 Northing: 10242147.17'

Side 23: Line
 Direction: N 70° 36' 52" W
 Angle: [-135°]
 Deflection angle: [045°]
 Distance: 184.32'
 Easting: 3091892.64'
 Northing: 10242208.35'

All Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83(93).



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Closure Report

JOB NO. 16301

DATE: August 30, 2016

PAGE 1 OF 1

Boundary Mapcheck: TRACT 2

Closure Summary

Precision, 1 part in: 2340537.51'
Error distance: 0.01'
Error direction: N 65° 46' 08" E
Area: 204.28acres
Square area: 8898487.111
Perimeter: 12850.53'

Point of Beginning

Easting: 3092211.02'
Northing: 10241927.93'

Side 1: Line

Direction: N 64° 33' 21" E
Angle: [-115°]
Deflection angle: [065°]
Distance: 451.17'
Easting: 3092618.42'
Northing: 10242121.76'

Side 2: Curve

Curve direction: Clockwise
Radius: [3320.00']
Arc length: 2925.64'
Delta angle: 050°
Tangent: [1565.46']
Chord direction: N 89° 49' 16" E
Chord angle: [-155°]
Deflection angle: [025°]
Chord distance: 2831.89'
Easting: 3095450.30'
Northing: 10242130.60'

Side 3: Line

Direction: S 64° 55' 55" E
Angle: [-180°]
Deflection angle: [000°]
Distance: 2573.13'
Easting: 3097781.06'
Northing: 10241040.38'

Side 4: Line

Direction: S 21° 55' 57" E
Angle: [-137°]
Deflection angle: [043°]
Distance: 172.10'
Easting: 3097845.34'
Northing: 10240880.74'

Side 5: Line

Direction: S 67° 56' 04" W
Angle: [-090°]
Deflection angle: [090°]
Distance: 2464.98'
Easting: 3095560.91'
Northing: 10239954.73'

Side 6: Line

Direction: S 61° 11' 54" W
Angle: [173°]
Deflection angle: [-007°]
Distance: 43.03'
Easting: 3095523.20'
Northing: 10239934.00'

Side 7: Line

Direction: S 89° 55' 45" W
Angle: [-151°]
Deflection angle: [029°]
Distance: 870.55'
Easting: 3094652.65'
Northing: 10239932.92'

Side 8: Curve

Curve direction: Clockwise
Radius: [1659.99']
Arc length: 1128.40'
Delta angle: 039°
Tangent: [586.98']
Chord direction: N 70° 34' 57" W
Chord angle: [-161°]
Deflection angle: [019°]
Chord distance: 1106.80'
Easting: 3093608.80'
Northing: 10240300.87'

Side 9: Line

Direction: N 46° 31' 43" W
Angle: [-175°]
Deflection angle: [005°]
Distance: 1237.18'
Easting: 3092710.96'
Northing: 10241152.05'

Side 10: Curve

Curve direction: Clockwise
Radius: [5924.91']
Arc length: 847.58'
Delta angle: 008°
Tangent: [424.52']
Chord direction: N 40° 09' 49" W
Chord angle: [-174°]
Deflection angle: [006°]
Chord distance: 846.86'
Easting: 3092164.76'
Northing: 10241799.22'

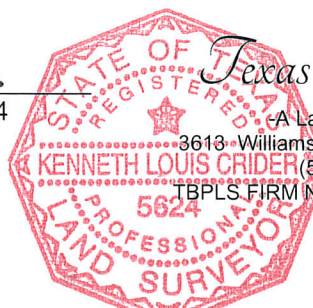
Side 11: Line

Direction: N 19° 46' 15" E
Angle: [-124°]
Deflection angle: [056°]
Distance: 136.77'
Easting: 3092211.02'
Northing: 10241927.93'

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