

**EXHIBIT  
"A"**

**PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT**

This **PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT** (this "*Partial Assignment*") is executed by **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company, ("*Assignor*" or "*Meritage*"), to and in favor of **TRI POINTE HOMES TEXAS, INC.**, a Texas corporation, formerly known as Trendmaker Homes, Inc., a Texas corporation ("*Assignee*" or "*Tri Pointe*"), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "*Effective Date*").

**WITNESSETH:**

A. The **CITY OF ROUND ROCK, TEXAS**, a home-rule city located in Williamson County, Texas (the "*City*"), and **CRESSMAN ENTERPRISES, LP**, a Texas limited partnership, **KATHRYN A. CRESSMAN**, and **THE ESTATE OF MARVIN R. CRESSMAN, A/K/A MARVIN RICHARD CRESSMAN, DECEASED**, (collectively "*Cressman*") as "*Owner*", previously entered into a Consent and Development Agreement dated effective as of May 9, 2019 (the "*Agreement*"), which, among other things, provides for the creation of Round Rock Municipal Utility District No. 2 (the "*District*") and a regulatory process for the development of ±174.21 acres of land located in the City limits to be included in the District (the "*Land*").

B. Effective January 10, 2020, Meritage and Tri Pointe entered into that certain Joint Ownership and Development Agreement (the "*JODA*") whereby Meritage and Tri Pointe agreed to jointly develop the Land. Memoranda of the JODA (with respect to both Phase I and Phase II (as such phases are defined below)) are recorded at Document Nos. 2020005662 and 2021008303, Official Public Records of Williamson County, Texas. Pursuant to the terms of the JODA, Meritage and Tri Pointe are to share in the rights, duties, and obligations with respect to the ownership and development of the Land in accordance with their respective "Percentage Interest" (as defined in the JODA) in the ownership of same.

C. On or about January 15, 2020, Cressman conveyed a 69.222 acre portion of the Land ("*Phase I*") to Meritage and Tri Pointe as co-grantees and owners of undivided interests in same by that certain special warranty deed recorded at Document No. 2020005660, Official Public Records of Williamson County, Texas (the "*Phase I Deed*"). Phase I is more particularly described in Exhibit "A" attached to the Phase I Deed and as "PHASE I" in **Exhibit "A"** attached hereto.

D. Contemporaneously with the execution and delivery of the Phase I Deed, Cressman executed and delivered that certain Partial Assignment of Consent and Development Agreement to Meritage by which Cressman transferred its rights, duties, and obligations as Owner under the Agreement to Meritage with respect to Phase I only (the "*Cressman/Meritage Phase I Partial Assignment*"). A copy of the Cressman/Meritage Phase I Partial Assignment is attached hereto as **Exhibit "B"**.

E. On or about January 15, 2021, Cressman Enterprises, LP conveyed a 50.92 acre portion of the Land ("*Phase II*") to Meritage and Tri Pointe as co-grantees and owners of undivided interests in same by that certain special warranty deed recorded at Document No. 2021008302, Official Public Records of Williamson County, Texas (the "*Phase II Deed*"). Phase II is more particularly described as "Tract I" in Exhibit "A" attached to the Phase II Deed and on Exhibit "A" and as "PHASE II" in **Exhibit "A"** attached hereto.

F. Contemporaneously with the execution and delivery of the Phase II Deed, Cressman executed and delivered that certain Partial Assignment of Consent and Development Agreement to Meritage by which Cressman transferred its rights, duties, and obligations as Owner

under the Agreement to Meritage with respect to Phase II only (the “Cressman/Meritage Phase II Partial Assignment”). A copy of the Cressman/Meritage Phase II Partial Assignment is attached hereto as **Exhibit “C”**.

G. In connection with Meritage’s and Tri Pointe’s shared rights, duties, and obligations with respect to the ownership and development of the Land as set forth in the JODA, Meritage desires to partially assign its interest as Owner in the Agreement with respect to Phase I and Phase II to Tri Pointe in accordance with Tri Pointe’s Percentage Interest, and Tri Pointe desires to acquire the same from Meritage.

H. Section 11.03(a) of the Agreement generally provides that the Agreement, and the rights of Owner thereunder, may be assigned by Owner as to all or any portion of the Land with the City’s consent (the City’s consent not to be unreasonably withheld or delayed) and that any such assignment must be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the City. Pursuant to Section 11.03(a) of the Agreement, the City expressly consented to and approved the assignment of the Agreement to Meritage provided that a copy of any such assignment is delivered to the City.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Partial Assignment. Assignor has ASSIGNED, TRANSFERRED, AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER, AND CONVEY to Assignee a forty-seven and thirteen one-hundredths percent (47.13%) interest in and to Assignor’s right, title, and interest as Owner in, to, and under the Agreement to the extent, and only to the extent, the same directly relate to or concern Phase I and Phase II (collectively, the “Assigned Rights”). All rights and obligations under the Agreement other than the Assigned Rights (collectively, the “Retained Rights”) are retained by Assignor.

2. Assumption. Assignee hereby accepts the foregoing partial assignment and assumes all of the rights and obligations of Assignor as Owner with respect to the Assigned Rights arising on or after the date of this Assignment. Assignor will continue to be responsible for all of the obligations arising under or in connection with the Retained Rights. Assignee’s contact information for purposes of notice under the Agreement is as follows:

Tri Pointe Homes Texas, Inc.  
Attn: John Stanley  
13640 Briarwick Dr., Suite 170  
Austin, Texas 78729

3. Representations of Assignor. Assignor represents and warrants to Assignee: (a) that the Agreement has not been amended or modified except as described in this Partial Assignment; (b) that Assignor has all necessary right and authority to make this Partial Assignment subject to the City consent requirements under the Agreement; (c) to Assignor’s current actual knowledge without inquiry or investigation there exists no default under the Agreement, nor does any fact or circumstance exist which would, with the passing of time or giving of notice, constitute a default under the Agreement; and (d) that Assignor has not alienated, assigned, pledged, transferred, or otherwise disposed of or encumbered its rights under the Agreement and that no person or entity has any right, title, or interest in, to, or under the Agreement, as the Owner thereunder other than Assignor and Cressman.

4. Notice of “Developer” Status. Pursuant to Section 9.03 of the Agreement Meritage and Tri Pointe hereby notify the City of their intent to develop Phase I and Phase II and thus become (and will be deemed to have assumed the obligations of) a “Developer” under the Agreement with respect to Phase I and Phase II.

5. City Consent. The City hereby (i) consents to this Partial Assignment; (ii) acknowledges that a copy of the Cressman/Meritage Phase I Partial Assignment, the Cressman/Meritage Phase II Partial Assignment, and this Partial Assignment have been delivered to the City in accordance with Section 11.03(a) of the Agreement; and (iii) confirms receipt of Meritage’s and Tri Pointe’s notice of “Developer” status in accordance with Section 9.03 of the Agreement.

6. Binding Effect. All of the terms, provisions, covenants, and conditions set forth herein will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Headings. The headings and captions in this Partial Assignment are for convenience only, and will not control or affect the meaning or construction of any provision of this Partial Assignment.

8. Counterparts. To facilitate execution, (a) this Partial Assignment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

IN WITNESS WHEREOF, Assignor, Assignee, and the City have executed this Partial Assignment to be effective as of the Effective Date set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

**COUNTERPART SIGNATURE PAGE TO**

**PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT**

**ASSIGNOR:**

**MERITAGE HOMES OF TEXAS, LLC**, an  
Arizona limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS   §**  
                                          **§**  
**COUNTY OF \_\_\_\_\_   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said limited liability company.

(SEAL)

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



**COUNTERPART SIGNATURE PAGE TO**  
**PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT**

**AGREED AND CONSENTED TO BY:**

**THE CITY:**

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS           §**  
                                                  **§**  
**COUNTY OF WILLIAMSON       §**

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of the City of Round Rock, Texas, a home-rule city, on behalf of said City.

(SEAL)

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

**EXHIBIT "A"**

**DESCRIPTION OF PHASE I AND PHASE II**

**PHASE I:**



*Land Surveyors, Inc.*  
8000 Anderson Square Rd., Suite 101  
Austin, Texas 78757  
Office: 512.374.9722  
Firm Reg. No. 10015100

Page 1 of 6

METES AND BOUNDS DESCRIPTION

BEING 69.222 ACRES OF LAND, OUT OF THE WILLIS DONAHO SURVEY, ABSTRACT NUMBER 173, AND THE P.A. HOLDER SURVEY, ABSTRACT NUMBER 297, BOTH IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF 134.62 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 3", BEING A PORTION OF AN 81.41 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1", AND BEING A PORTION OF A 3.0 ACRE TRACT OF LAND SAVE AND EXCEPTED BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.00 ACRE TRACT BEING A PORTION OF A 37.00 ACRE TRACT OF LAND CONVEYED BY DEED OF RECORD IN VOL. 603, PG. 191 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the east line of said 134.62 acre tract and being the southwest corner of Lot 13 in the Jackie Thomson Subdivision a subdivision of record in Cabinet I, Slides 94-96, of the Plat Records of Williamson County, Texas;

THENCE North 88°20'50" East (record: South 89°05'30" East), along the north line of the said 81.41 acre tract and the south line of the Jackie Thomson Subdivision a distance of 326.38 feet;

THENCE crossing through the 81.41 acre tract the following twenty-one (21) courses:

1. South 01°39'10" East a distance of 21.40 feet to a 1/2" rebar set with plastic Cap, stamped "BASELINE, INC.";
2. South 83°20'50" West a distance of 123.97 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
3. South 70°09'46" West a distance of 79.88 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

4. South  $78^{\circ}05'24''$  West a distance of 90.38 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
5. South  $83^{\circ}25'46''$  West a distance of 90.00 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
6. South  $06^{\circ}39'10''$  East a distance of 170.13 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
7. South  $83^{\circ}20'50''$  West a distance of 21.62 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
8. South  $06^{\circ}39'10''$  East a distance of 159.28 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
9. South  $76^{\circ}53'37''$  West a distance of 159.64 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
10. South  $20^{\circ}42'29''$  East a distance of 84.12 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
11. South  $34^{\circ}20'45''$  East a distance of 94.96 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
12. Along a tangential curve to the right having a radius of 615.00 feet, a length of 12.88 feet, a delta angle of  $01^{\circ}12'01''$  and a chord which bears North  $69^{\circ}53'29''$  East a distance of 12.88 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
13. South  $19^{\circ}30'30''$  East a distance of 50.00 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
14. Along a tangential curve to the left having a radius of 565.00 feet, a length of 9.59 feet, a delta angle of  $00^{\circ}58'21''$  and a chord which bears South  $70^{\circ}00'20''$  West a distance of 9.59 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
15. South  $20^{\circ}29'09''$  East a distance of 120.00 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
16. South  $66^{\circ}41'10''$  West a distance of 44.01 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
17. South  $61^{\circ}01'02''$  West a distance of 44.01 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";



18. South 54°06'59" West a distance of 161.19 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
19. South 36°23'11" East a distance of 119.82 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
20. Along a non-tangential curve to the left having a radius of 20.00 feet, a length of 2.64 feet, a delta angle of 7°32'57" and a chord which bears North 57°23'23" East a distance of 2.63 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
21. THENCE South 36°23'04" East, continuing through the 81.41 acre tract and then crossing through a 3.0 acre tract a distance of 498.32 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

THENCE continuing through said 81.41 acre tract of land the following nine (9) courses:

1. North 54°36'48" East a distance of 143.53 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
2. North 69°18'27" East a distance of 47.21 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
3. North 70°24'21" East a distance of 54.09 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
4. North 62°24'40" East a distance of 58.49 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
5. South 30°31'46" East a distance of 361.37 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
6. Along a non-tangential curve to the right having a radius of 1,324.85 feet, a length of 69.78 feet, a delta angle of 03°01'04" and a chord which bears South 52°12'03" West a distance of 69.77 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
7. South 53°42'35" West a distance of 409.63 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
8. Along a tangential curve to the right having a radius of 999.88 feet, a length of 346.06 feet, a delta angle of 19°49'48" and a chord which bears South 63°37'29" West a distance of 344.33 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of reverse curvature;
9. Along a tangential curve to the left having a radius of 954.89 feet, a length of 370.52 feet, a delta angle of 22°13'56" and a chord which bears South 62°25'25" West a distance of 368.20 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency in the south line of the 81.41 acre tract north line of a 4.680 acre tract of land conveyed to City of Round Rock, Texas, by instrument of record in Document No. 2014027063 of the Official Public Records of Williamson County, Texas;

THENCE South 87°41'04" West, along the south line of the 81.41 acre tract, same being the north line of said 4.680 acre tract, a distance of 84.11 feet to a 1/2" rebar found at the northwest corner of the 4.680 acre tract, same being an southwest corner of the 81.41 acre tract and the east line of Lot 30, Block E, Legends Village Section 2, Phase 4, a subdivision of record in Document No. 2010074432 of the Official Public Records of Williamson County, Texas;

THENCE North 09°58'00" East, along the west line of the 81.41 acre tract, same being the east line of Block E, Legends Village, Section 2, Phase 4, a distance of 1163.70 feet to 1/2" rebar found at the northeast corner of Block E, Legends Village, Section 2, Phase 4, and being an angle point in the west line of the 81.41 acre tract;

THENCE along the north line of Legends Village, Section 2, Phase 4, same being the west line of the 81.41 acre tract the following two (2) courses and distances:

1. North 84°21'16" West a distance of 177.68 feet (record: North 81°44'19" West a distance of 177.68 feet), to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
2. North 88°23'23" West a distance of 479.83 feet (record: North 85°47'31" West a distance of 480.92 feet) to a 1/2" rebar found in the north line of Lot 10, Block F, Legends Village Section 2, Phase 4, and being the southeast corner of Lot 7, Block F, Legends Village Section 2, Phase 3, a subdivision of record in Document Number 2011038590 of the Official Public Records of Williamson County, Texas;

THENCE North 00°53'17" East (record: North 03°30'41" East), continuing along the west line of the 81.41 acre tract and the east line of said Block F, Legends Village Section 2, Phase 3, a distance of 439.27 feet (record: 439.65 feet) to a 1/2" rebar found for the northwest corner of the 81.41 acre tract, being in the south line of the 134.62 acre tract, and also being the northeast corner of Lot 1, Block F, Legends Village Section 2, Phase 3;

THENCE South 88°57'23" West (record: North 88°26'57" West), along the south line of the 134.62 acre tract and the north line of Block G, Legends Village Section 2, Phase 3, a distance of 600.49 feet (record: 599.50 feet) to a 1/2" rebar found for the southwest corner of the 134.62 acre tract, being the northwest corner of Lot 14, Block G, Legends Village Section 2, Phase 3, and also being in the east line of a 33.302 acre tract described therein as Part 7, as conveyed to the State of Texas by deed of record in Volume 1970, Page 515 of the Official Records of Williamson County, Texas;

THENCE along the west line of the 134.62 acre tract and the east line of said 33.302 acre tract the following two (2) courses:

1. North 17°20'44" East a distance of 294.02 feet (record: North 19°55'18" East a distance of 293.75 feet) to a 1/2" rebar found for a point of curvature;
2. Along a tangential curve to the left, having a radius of 2954.27 feet (record: 2954.43 feet), a length of 988.59 feet, a delta angle of 19°10'23" and a chord which bears North 09°27'49" East a distance of 983.99 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;

THENCE crossing through the 134.62 acre tract the following sixteen (16) courses:

1. North 89°12'40" East a distance of 130.74 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature
2. Along a tangential curve to the left, having a radius of 3375.00 feet, a length of 10.25 feet, a delta angle of 00°10'26" and a chord which bears North 00°52'33" West a distance of 10.25 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
3. North 89°02'14" East a distance of 180.71 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
4. South 02°06'14" East a distance of 17.70 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
5. North 87°53'46" East a distance of 200.00 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
6. South 85°10'50" East a distance of 64.34 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
7. North 03°20'32" East a distance of 163.66 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
8. North 61°08'03" West a distance of 7.70 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
9. Along a non-tangential curve to the left, having a radius of 60.00 feet, a delta angle of 70.80 feet, a delta angle of 67°36'35", and a chord which bears North 04°56'21" West a distance of 66.76 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
10. North 51°15'22" East a distance of 16.13 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC.;"
11. North 00°45'32" West a distance of 24.17 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC.;"
12. South 89°23'36" East a distance of 259.54 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC.;"
13. South 00°36'24" West a distance of 15.77 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
14. South 88°53'36" East a distance of 326.34 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
15. North 01°37'09" East a distance of 11.90 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
16. South 88°22'44" East a distance of 195.00 feet to a 1/2" rebar set with plastic Cap, stamped "BASELINE, INC." in the east line of the 134.62 acre tract and the west line of Lot 15 in the Jackie Thomson Subdivision

THENCE along the east line of the 134.62 acre tract and the west line of the Jackie Thomson Subdivision the following two (2) courses:

1. South 01°37'09" West a distance of 774.72 feet to a 1/2" rebar found in the east line of the 134.62 acre tract and the west line of Lot 13 in the Jackie Thomson Subdivision;
2. South 01°43'24" West a distance of 159.55 feet to the POINT OF BEGINNING.

This tract contains 69.222 acres of land, more or less, out of the P.A. Holder Survey Abstract Number 297 and the Willis Donaho Survey, Abstract Number 173, both in Williamson County, Texas.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83\96CORS.



*Robert Glen Maloy* 01/07/2020  
Robert Glen Maloy                      Date  
Registered Professional Land Surveyor  
State of Texas No. 6028

File: S:\Projects\Cressman Ranch\Docs\Field Notes\Cressman Ranch Homestead Phase 1 & 2 Title M&B\_fn.doc

**PHASE II:**



10090 W Highway 29 | Liberty Hill, Texas 78642  
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

**METES AND BOUNDS DESCRIPTION**

BEING 50.92 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE WILLIS DONAHO JR SURVEY, ABSTRACT NO. 173 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 134.62 ACRE TRACT OF LAND DESCRIBED AS TRACT 3, IN A WARRANTY DEED TO CRESSMAN ENTERPRISES, L.P., AS RECORDED IN DOCUMENT NO. 2003063811, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar with cap stamped "LSI SURVEY" set in the East line of said 134.62 acre tract and the West line of Lot 21, JACKIE THOMISON SUBDIVISION, recorded in Cabinet I, Slide 94-96 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), from which a 1/2-inch rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 134.62 acre tract and in the West line of Lot 30, said JACKIE THOMISON SUBDIVISION, also being in the existing South right-of-way line of County Road 113 (Old Settlers Boulevard – R.O.W Varies), bears North 12°11'04" West a distance of 1521.24 feet;

THENCE with the East line of said 134.62 acre tract and the West line of said JACKIE THOMISON SUBDIVISION, the following two (2) courses and distances:

1. **South 12°11'04" East** a distance of **763.38** feet to 1/4-inch rebar found for the Southwest corner of Lot 19 and the Northwest corner of Lot 18, said JACKIE THOMISON SUBDIVISION; and
2. **South 01°37'09" West** a distance of **961.62** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set, in the East line of said 134.62 acre tract and the West line of Lot 15, said JACKIE THOMISON SUBDIVISION;

THENCE over and across said 134.62 acre tract, the following seventeen (17) courses and distances:

1. **North 88°21'47" West** a distance of **20.00** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
2. **North 88°22'51" West** a distance of **175.00** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;



3. **South 01°37'09" West** a distance of **11.90** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
4. **North 88°53'36" West** a distance of **326.34** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
5. **North 00°36'24" East** a distance of **15.77** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
6. **North 89°23'36" West** a distance of **259.54** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
7. **South 00°45'32" East** a distance of **24.17** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
8. **South 51°15'22" West** a distance of **16.13** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
9. Along a curve to the **Right** having a radius of **60.00** feet, an arc length of **70.80** feet, a delta angle of **67°36'35"**, and a chord which bears **South 04°56'21" East** a distance of **66.76** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
10. **South 61°08'03" East** a distance of **7.70** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
11. **South 03°20'32" West** a distance of **163.66** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
12. **North 85°10'50" West** a distance of **64.34** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
13. **South 87°53'46" West** a distance of **200.00** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
14. **North 02°06'14" West** a distance of **17.70** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
15. **South 89°02'14" West** a distance of **180.71** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
16. Along a curve to the **Right** having a radius of **3375.00** feet, an arc length of **10.25** feet, a delta angle of **00°10'26"**, and a chord which bears **South 00°52'33" East** a distance of **10.25** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set; and



17. **South 89°12'40" West** a distance of **130.75** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set in West line of said 134.62 acre tract and in the East line of said 33.302 acre tract;

THENCE with the West line of said 134.62 acre tract and the East line of said 33.302 acre tract, the following two (2) courses and distances:

1. Along a curve to the **Left** having a radius of **2954.43** feet, an arc length of **133.54** feet, a delta angle of **02°35'23"**, and a chord which bears **North 01°25'03" West** a distance of **133.52** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set; and
2. **North 02°06'14" West** a distance of **847.68** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;

THENCE over and across said 134.62 acre tract, the following two (2) courses and distances:

1. **North 23°43'57" East** a distance of **893.69** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
2. **North 80°08'57" East** a distance of **920.46** feet to the **POINT OF BEGINNING** and containing 50.92 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203).

Distances and areas shown hereon are grid values represented in U.S. Survey Feet.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

  
Travis S. Tabor  
Registered Professional Land Surveyor  
State of Texas No. 6428



Job Number: 20-033  
Attachments: L:\20033 - KTCS Cressman\CAD\DWGs\homestead Ph 3.dwg



L:\20033 - KTCS Cressman\Descriptions\Homestead Ph 3 TS.docx

Sheet 3 of 3

**EXHIBIT "B"**

CRESSMAN/MERITAGE PHASE I PARTIAL ASSIGNMENT

[attached]



## PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT

This **PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT** (this "Partial Assignment") is executed by **CRESSMAN ENTERPRISES, LP**, a Texas limited partnership, **KATHRYN A. CRESSMAN**, and **THE ESTATE OF MARVIN R. CRESSMAN, A/K/A MARVIN RICHARD CRESSMAN, DECEASED**, (collectively "Assignor" or "Cressman"), to and in favor of **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company ("Assignee" or "Meritage"), effective as of the 15<sup>th</sup> day of Jun, 2020 (the "Effective Date").

### WITNESSETH:

A. The City of Round Rock, Texas, a home-rule city located in Williamson County, Texas (the "City"), and Cressman previously entered into a Consent and Development Agreement dated effective as of May 9, 2019 (the "Agreement"), which, among other things, provides for the creation of Round Rock Municipal Utility District No. 2 (the "District") and a regulatory process for the development of ±174.21 acres of land located in the City limits to be included in the District (the "Land"). A copy of the Agreement is attached hereto as Exhibit A.

B. Contemporaneously with the execution and delivery of this Partial Assignment by Assignor and Assignee, Assignor is conveying to Assignee the portion of the Land more fully described on the attached Exhibit B ("Phase 1"), and, in connection therewith, Assignor desires to partially assign its interest in the Agreement with respect to Phase 1 to Assignee, and Assignee desires to acquire the same from Assignor.

C. The Agreement generally provides that the Agreement, and the rights of Assignor thereunder, may be assigned by Assignor as to all or any portion of the Land with the City's consent. However, pursuant to Section 11.03(a) of the Agreement, the City expressly consented to and approved the assignment of the Agreement to Meritage. Section 11.03(a) further provides that no further consent to an assignment of the Agreement to Meritage will be necessary but requires that a copy of such assignment must be delivered to the City.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Partial Assignment. Assignor has ASSIGNED, TRANSFERRED, AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER, AND CONVEY to Assignee all of Assignor's right, title, and interest in, to, and under the Agreement to the extent, and only to the extent, the same directly relate to or concern Phase 1 (collectively, the "Assigned Rights"). All rights and obligations under the Agreement other than the Assigned Rights (collectively, the "Retained Rights") are retained by Assignor.

2. Assumption. Assignee hereby accepts the foregoing partial assignment and assumes all of the rights and obligations of Assignor with respect to the Assigned Rights arising on or after the date of this Assignment. Assignor will continue to be responsible for all of the obligations arising under or in connection with the Retained Rights. Assignee's contact information for purposes of notice under the Agreement is as follows:

{W0944730.2}

Meritage Homes of Texas, LLC  
Attn: Elliott Jones  
8920 Business Park Drive, Suite 350  
Austin, Texas 78759

3. Representations of Assignor. Assignor represents and warrants to Assignee: (a) that Agreement has not been amended or modified except as described in this Partial Assignment; (b) that Assignor has all necessary right and authority to make this Partial Assignment; (c) to Assignor's current actual knowledge without inquiry or investigation there exists no default under the Agreement, nor does any fact or circumstance exist which would, with the passing of time or giving of notice, constitute a default under the Agreement; and (d) that Assignor has not alienated, assigned, pledged, transferred, or otherwise disposed of or encumbered its rights under the Agreement and that no person or entity other than Assignor has any right, title, or interest in, to, or under the Agreement, as the Owner thereunder.

4. Delivery to City. Pursuant to 11.03(a) of the Agreement, Assignor and Assignee agree that a copy of this Partial Assignment will be delivered to the City.

5. Binding Effect. All of the terms, provisions, covenants, and conditions set forth herein will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Headings. The headings and captions in this Partial Assignment are for convenience only, and will not control or affect the meaning or construction of any provision of this Partial Assignment.

7. Counterparts. To facilitate execution, (a) this Partial Assignment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Partial Assignment to be effective as of the Effective Date set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

**COUNTERPART SIGNATURE PAGE TO**  
**PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT**

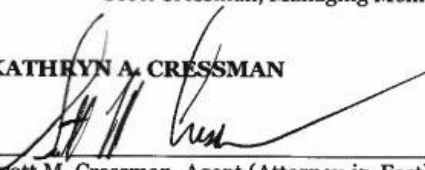
**ASSIGNOR:**

**CRESSMAN ENTERPRISES, LP**, a Texas limited partnership

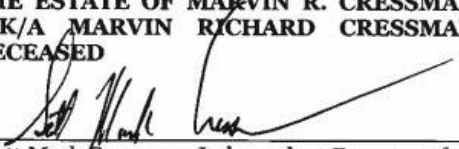
By: Cressman Enterprises GP, LLC, a Texas limited liability company, its General Partner

By:   
Scott Cressman, Managing Member

**KATHRYN A. CRESSMAN**

  
Scott M. Cressman, Agent (Attorney-in-Fact)

**THE ESTATE OF MARVIN R. CRESSMAN,  
A/K/A MARVIN RICHARD CRESSMAN,  
DECEASED**

  
Scott Mark Cressman, Independent Executor of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased

[Notary Acknowledgments for Assignor on Following Page]

THE STATE OF TEXAS §  
§  
COUNTY OF Willamson §

This instrument was acknowledged before me on the 15 day of January, 2020, by Scott Cressman, Managing Member of Cressman Enterprises GP, LLC, a Texas limited liability company, General Partner of Cressman Enterprises, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)



[Signature]  
Notary Public Signature

THE STATE OF TEXAS §  
§  
COUNTY OF Willamson §

This instrument was acknowledged before me on the 15 day of January, 2020, by Scott M. Cressman, Agent (Attorney-in-Fact) of Kathryn A. Cressman, on behalf of Kathryn A. Cressman.

(SEAL)



[Signature]  
Notary Public Signature

THE STATE OF TEXAS §  
§  
COUNTY OF Willamson §

This instrument was acknowledged before me on the 15 day of January, 2020, by Scott Mark Cressman, Independent Executor of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased, on behalf of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased.

(SEAL)



[Signature]  
Notary Public Signature



**EXHIBIT A**  
**CONSENT AND DEVELOPMENT AGREEMENT**

{W0944730.2}

6

{W1028962.3}

22

THE STATE OF TEXAS \*  
COUNTY OF TRAVIS \*  
COUNTY OF WILLIAMSON \*  
CITY OF ROUND ROCK \*

I, SARA L. WHITE, City Clerk of the City of Round Rock, Texas, do hereby certify that I am the custodian of the public records maintained by the City of Round Rock, Texas. The attached foregoing 39 pages are true and correct copies of the Consent and Development Agreement between the City of Round Rock, Cressman Enterprises, LP, et al. and the Round Rock Municipal Utility District No. 2, dated May 9, 2019, regarding the development of 174.10 acres of land.

CERTIFIED by my hand and seal of the City of Round Rock, Texas on this 10<sup>th</sup> day of May 2019.

  
SARA L. WHITE, TRMC  
CITY CLERK



**CONSENT AND DEVELOPMENT AGREEMENT**

**AMONG**

**CITY OF ROUND ROCK, TEXAS;**

**CRESSMAN ENTERPRISES, LP, KATHRYN A. CRESSMAN, AND THE  
ESTATE OF MARVIN R. CRESSMAN, A/K/A MARVIN RICHARD  
CRESSMAN, DECEASED;**

**AND**

**ROUND ROCK MUNICIPAL UTILITY DISTRICT NO. 2**

{W0881151.14}

W0881151.DOCX



## CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "Agreement") is by the **City of Round Rock, Texas**, a home-rule city located in Williamson County, Texas (the "City"), and **Cressman Enterprises, LP, Kathryn A. Cressman, and the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased** (collectively, the "Owner"). Subsequent to its creation, **Round Municipal Utility District No. 2**, 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 City, the Owner, and the District are sometimes referred to herein as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, the Owner owns approximately 174.21 acres of land located entirely within the corporate boundaries of the City (the "Land"); and

WHEREAS, the Land is more particularly described by metes and bounds on the attached **Exhibit A**, and its boundaries are depicted on the concept plan attached as **Exhibit B** (the "Concept Plan"); 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 City 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 City and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined in **ARTICLE I** below) and has presented the City with a petition requesting the City's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the City water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), 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 its boundaries (collectively, the "District Improvements"); and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water

{W0881151.14}  
{W0881151.14}

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 City and the Owner intend that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; 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; Chapter 791, Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a municipal corporation operating under a home-rule City Charter adopted under the laws of the State of Texas and pursuant to which the City has the authority to enter into and perform its obligations under this Agreement including, but not limited to, the ownership and operation of the District Improvements;

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 City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the City's rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by Developer in writing.

Agreement means this Consent and Development Agreement among the Parties.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

City means the City of Round Rock, Texas, a home-rule city located in Williamson County, Texas.

City Objection is defined in Section 7.02(b).

City Manager means the City Manager of the City.

{W0881151.14}  
{W0881151.14}

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

Concept Plan means the concept plan for the Land attached as Exhibit B, as amended from time to time in accordance with this Agreement.

County means Williamson County, Texas.

Developer means the Owner, or any successor or permitted assign of the Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 9.03 below.

District means Round Rock Municipal Utility District No. 2, a political subdivision of the State of Texas to be created over the Land, with the consent of the City, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), 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 boundaries.

Effective Date of this Agreement means the 9<sup>th</sup> day of May, 2019.

Land means approximately 174.21 acres of land located in the City limits, as described by metes and bounds on Exhibit A.

Owner means, collectively, Cressman Enterprises, LP; Kathryn A. Cressman; and the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased, or their successors and assigns under this Agreement.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

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 and Article XVI, Section 59 of the Texas Constitution, as amended, and 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.

## **ARTICLE II CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS**

**Section 2.01. Consent to Creation of District.** The City acknowledges receipt of the Owner's request, in accordance with Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as

{W0881151.14}  
{W0881151.14}

**Exhibit C** consenting to the inclusion of the Land within the District (the "Consent Resolution"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District within the City's corporate limits in accordance with Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City's consent to the creation of the District.

**Section 2.02. District Execution of Agreement.** The Owner shall cause the District to approve, execute, and deliver to the City this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

**Section 2.03. District Bonds.** If the District fails to approve, execute, and deliver this Agreement to the City as required by **Section 2.02**, and if the City does not terminate this Agreement, such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

**Section 2.04. Reimbursement Agreements.** If the District fails to approve, execute, and deliver this Agreement to the City as required by **Section 2.02**, and if the City has not terminated this Agreement, such failure shall operate to prohibit the Owner or any Developer of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

**Section 2.05. Intent of Parties Related to Allocation Agreement.** Under Section 54.016(f), Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an "allocation agreement", to be entered into between the City and the District. The Parties acknowledge that the provision for an "allocation agreement" under Section 54.016(f) is at the City's discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f).

### ARTICLE III WATER AND WASTEWATER SERVICE

**Section 3.01. City Retail Water and Wastewater Service.** Retail water supply and wastewater collection and treatment services will be provided by the City. The water distribution and wastewater collection systems within the District shall be owned by the City. The City will provide water and wastewater service to customers within the District in the same manner and on the same terms and conditions as the City provides service to other retail customers inside its corporate limits. The City's standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable to other areas within the City's corporate limits will be applicable to facilities constructed, connections made, and services provided within the District. The City agrees and commits to provide water and wastewater service sufficient

{W0881151.14}  
{W0881151.14}

for the full build-out of the District at flow rates and pressures (including fire flows) sufficient to meet the minimum requirements of the Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District's request if required in connection with any District Bond sale.

#### **ARTICLE IV ROADWAY IMPROVEMENTS**

**Section 4.01. Right of Way Dedications.** The City has previously acquired right-of-way through the Land for the extension of Kenny Fort Boulevard but desires to realign Kenny Fort Boulevard as generally depicted on **Exhibit D**. The Owner will convey by warranty deed, at no cost to the City, 100% of the right-of-way required for such realignment within the Land, but reserves the right to seek reimbursement for such right-of-way from the District in accordance with this Agreement. The Parties acknowledge that the final location of the roadways within the Land may be subject to minor changes from those shown on the Concept Plan based on the final right-of-way alignment of Kenny Fort Boulevard.

**Section 4.02. Road Construction.** The City agrees that it will be responsible for the design of Kenny Fort Boulevard and paying the cost for same. The Owner agrees that it will contribute to the cost of extending Kenny Fort Boulevard through the Land up to a maximum of \$1,775,794 (the "*Road Contribution Cap*") either (a) by constructing a portion of such extension (such portion to be determined in connection with approval of the preliminary plan for the Land) in accordance with the City-approved design, in which event the City will be responsible for any costs in excess of the Road Contribution Cap; or (b) by paying the City's applicable road/traffic impact fees for development within the Land in accordance with the Applicable Rules up to the Road Contribution Cap. The Owner reserves the right to seek reimbursement for such costs from the District. For the avoidance of doubt, (i) if the Owner elects to construct a portion of Kenny Fort Boulevard pursuant to clause (a) above, no road/traffic impact fees will be payable with respect to the Land; and (ii) if the Owner elects to pay the City's applicable road/traffic impact fees for development within the Land pursuant to clause (b) above, the Owner will not be required to construct any portion of Kenny Fort Boulevard. Whether the Owner elects either (a) or (b) above, the Owner shall not be obligated to obtain a Traffic Impact Analysis.

#### **ARTICLE V PARK AND RECREATIONAL AMENITIES**

**Section 5.01. Parkland.** The Owner agrees that the park and open space land depicted in green on **Exhibit D** (the "*Park Land*") will be conveyed to the City, subject to the right to seek reimbursement for costs of the Park Land from the District in accordance with this Agreement. The City agrees that conveyance of the Park Land to the City will constitute full satisfaction of the City's parkland dedication requirements for the Land. Any trails within the Park Land will be constructed in accordance with the City's standards under the Applicable Rules and shall be open to the public. The City will accept the conveyance of the Park Land, including any trails thereon, and will operate and maintain the Park Land as part of the City's park system.

{W0881151.14}  
{W0881151.14}

**ARTICLE VI  
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE,  
OWNERSHIP, OPERATION, AND MAINTENANCE OF DISTRICT  
IMPROVEMENTS**

**Section 6.01. Design, Financing, and Construction.** Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City on behalf of the District all District Improvements at no cost to the City. All construction will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Unless the Developer's service requirements for the Land change or the Parties otherwise agree, the City will not require that the Developer or the District oversize, finance, or construct any utility, park, or road improvements to serve property other than the Land.

**Section 6.02. Conveyance, Ownership, Operation, and Maintenance.** Upon completion of construction of each phase of the District Improvements: (i) the City will accept such improvements for operation and maintenance in accordance with the Applicable Rules; and (b) the Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, (ii) a reservation of all capacity in those facilities for the benefit of the District, and (iii) the Developer's right, if any, to reimbursement from the District for the cost of those improvements in accordance with the rules of the Commission. The Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any facilities. Nothing herein will prevent the City from using District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to serve the residents and property owners within the District as and when required by development within the Land.

**ARTICLE VII  
AUTHORITY TO ISSUE BONDS**

**Section 7.01. Authority to Issue Bonds.** The District may issue Bonds only as permitted by this Agreement. The District may reimburse a Developer for expenditures authorized by Commission rules and regulations and this Agreement; however, the purposes for which the District may issue Bonds are restricted to:

(a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing)

{W0881151.14}  
{W0881151.14}

necessary to:

(1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;

(2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

(4) Design, acquire, construct, and finance Road Projects; and

(5) Develop and maintain park and recreational facilities, subject to the applicable limitations of Section 49.461-49.466, Texas Water Code, or as permitted under Section 54.201, Texas Water Code;

(b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155, Texas Water Code; and

(d) Paying other expenses authorized by Section 49.155, Texas Water Code.

**Section 7.02. City Submittals; Objections.**

(a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:

(1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Manager and City Attorney concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds, which notice shall include:

A. A copy of the District's application to the TCEQ, including the amount of Bonds proposed for issuance, a general description of the projects to be funded by the Bonds, the engineering report, the projected debt service schedule, the projected District debt service tax rate after the closing date of the Bonds, and the projected final maturity date of the Bonds;

B. Written certification by the District's financial advisor that the Bonds, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in Williamson County; and

C. Written certification by the District that the District is in compliance in all material respects with the terms and conditions of this

{W0881151.14}  
{W0881151.14}

Agreement.

(2) If the District intends to issue Bonds that do not require TCEQ approval (e.g., Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Manager and City Attorney at least thirty (30) days prior to pricing of the Bonds, which notice shall include:

A. The amount of Bonds proposed for issuance, a general description of the projects to be funded by the Bonds or Bonds to be refunded by such Bonds, the engineering report (if applicable), the projected debt service schedule, the projected District debt service tax rate after the closing date of the Bonds, and the projected final maturity date of the Bonds.

B. Written certification by the District's financial advisor that the Bonds, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in Williamson County; and

C. Written certification by the District that the District is in compliance in all material respects with the terms and conditions of this Agreement.

(3) Within five (5) days after pricing of any Bonds and no less than fourteen (14) days before the closing date of such Bonds, the District shall provide the City with the following information:

A. If TCEQ approval is required, a copy of the TCEQ order approving the Bonds;

B. A description of the District Improvements to be funded by the Bonds, if applicable;

C. The amount of Bonds being proposed for issuance;

D. A debt service schedule for the Bonds;

E. The proposed District debt service tax rate after the closing date of the Bonds;

F. A savings schedule for any refunding Bonds; and

G. Written certification by the District that the District is in compliance in all material respects with the conditions set forth in this Agreement, including without limitation the information necessary to evidence compliance with the requirements of Section 7.04.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement. If the City objects to a Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of thirty (30) days after receiving the

{W0881151.14}  
{W0881151.14}



information required by Sections 7.02(a)(1) or 7.02(a)(2), as applicable, and a period of ten (10) days after receiving the information required by Section 7.02(a)(3) within which to notify the District of the City Objection. If the City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (a) be in writing; (b) be given to the District; (c) be signed by the City Manager or the City Manager's designee; and (d) specifically identify the applicable provision of the Consent Ordinance or this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived by written agreement.

(c) Within thirty (30) days after the closing date of a series of Bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ. The District shall send a copy of any material event notices filed under applicable federal securities laws or regulations to the City Manager within thirty (30) days after filing such notices with the applicable federal agency. If the City requests any additional information regarding any issue of District Bonds, the District will promptly provide any such information to the City.

**Section 7.03. Bond Limit Amount.** The total amount of Bonds issued by the District, excluding refunding Bonds, shall not exceed \$14,100,000 unless approved by the City.

**Section 7.04. Terms and Conditions of Bonds.**

(a) Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(1) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(2) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than ninety-seven percent (97%) of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

{W0881151.14}  
{W0881151.14}

(4) The District shall reserve the right to redeem its Bonds not later than the tenth (10<sup>th</sup>) anniversary of the closing date of such Bonds, without premium;

(5) No variable rate Bonds shall be issued by the District;

(6) No Bonds (other than refunding Bonds) shall be issued by the District subsequent to the fifteenth (15<sup>th</sup>) anniversary of the Effective Date of this Agreement;

(7) Any refunding Bonds must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(8) Capitalized interest shall not exceed three years interest.

**Section 7.05. Notification for Bond Reviews.** The District agrees to include, in each application to the TCEQ for the approval of the issuance of Bonds, the terms and conditions of ARTICLE VII of this Agreement. The Owner and the District each agree that no Developer will be permitted to request reimbursement or authorization to reimburse any costs or expenses not authorized by this Agreement.

**Section 7.06. Limit of City's Liability.** Unless the City dissolves the District and assumes the assets and liabilities of the District under ARTICLE VIII below, the Bonds or any other obligations of the District shall never become an obligation of the City. The City's obligations under this Agreement shall not extend beyond its express agreements hereunder, including the obligations to operate and maintain the District Improvements after conveyance to the City and to use the District Improvements to serve the Land.

#### **ARTICLE VIII DISSOLUTION OF DISTRICT**

**Section 8.01. Dissolution.** The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City shall assume the indebtedness and legal obligations of the District to the extent required by law.

#### **ARTICLE IX CONCEPT PLAN AND DEVELOPMENT MATTERS**

**Section 9.01. Phased Development.** Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

**Section 9.02. Concept Plan.** The City hereby confirms: (i) its approval of the Concept Plan, and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments

{W0881151.14}  
{Wo881151.14}

and widths, and other matters shown on the Concept Plan, and confirms that the Concept Plan has been approved by all required City departments, boards, and commissions.

**Section 9.03. “Developer” Status.** If and as the Owner, or any successor or permitted assignee of the Owner, initiates development of all or any portion of the Land, the Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a “Developer” under this Agreement as to the portion of the Land described in the notice.

**Section 9.04. Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; 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, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owner and any Developer hereunder has vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City’s ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

**Section 9.05. Term of Approvals.** Except as provided below, the Concept Plan will be effective for the term of this Agreement. Any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law will be effective for the term of this Agreement. The Concept Plan will be deemed to have expired if no final plat of the Land is recorded for a period of five (5) years after the Effective Date of this Agreement or five (5) years expires after the recordation of the last final plat.

**Section 9.06. Amendments to Concept Plan.** Due to the fact that the Land comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Land will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments; minor changes in lot lines; the designation of land for public or governmental uses; changes in lot sizes that do not result in an increase in the overall density of development of the Land (including any increase in lot sizes resulting in a decrease in the total number of lots); or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent

{W0881151.14}  
{W0881151.14}

with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld.

**Section 9.07. Director Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

**Section 9.08. Other Utilities.** The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide "bundled" utilities within the Land.

**Section 9.09. 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 City and will be promptly removed when no longer needed.

**Section 9.10. Impact Fees.** Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City's water, wastewater, and/or roadway systems, as applicable, for the living unit equivalents of service for which impact fees have been paid.

## **ARTICLE X AUTHORITY**

**Section 10.01. Authority.** This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects.

## **ARTICLE XI TERM, ASSIGNMENT, AND REMEDIES**

**Section 11.01. Term.** The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to ARTICLE II) shall continue until the District is dissolved in accordance with ARTICLE VIII.

{W0881151.14}  
{W0881151.14}

**Section 11.02. 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 City, the Owner, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

**Section 11.03. Assignment.**

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the City's consent, 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 City. The City's consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Meritage Homes of Texas, LLC and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If the Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Developer, the City may pursue all remedies against that nonperforming Developer(s), but will not impede development activities of any performing Developer as a result of that nonperformance.

(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 developed and improved lot within the Land.

**Section 11.04. Remedies.**

(a) If the City defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 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; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If the Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 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 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Williamson County District Court or

{W0881151.14}  
{W0881151.14}

terminate this Agreement; however, except as permitted by Section 2.02, any such remedy will not revoke the City's consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owner may give Notice to the District. If the District fails to cure any Monetary Default within 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 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owner may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(d) 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.

**Section 11.05. Cooperation.**

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Williamson County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties 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.

**ARTICLE XII  
MISCELLANEOUS PROVISIONS**

**Section 12.01. Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY:	City of Round Rock 221 East Main Street Round Rock, Texas 78664 Attn: City Manager
-------	---------------------------------------------------------------------------------------------

{W0881151.14}  
{W0881151.14}

With Required Copy to: Stephan L. Sheets  
Sheets & Crossfield  
309 E. Main Street  
Round Rock, Texas 78664-5264

OWNER: c/o Scott Cressman  
3232 Trexler Road  
Texarkana, Texas 75501

With Required Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And Required Copy to: Meritage Homes of Texas, LLC  
8920 Business Park Drive, Suite 350  
Austin, Texas 78759  
Attn: Elliot Jones

DISTRICT: John W. Bartram  
Armbrust & Brown, PLLC  
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. The Owner may, by giving at least five days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

**Section 12.02. 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 12.03. 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 12.04. 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 12.05. Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written,

{W0881151.14}  
{W0881151.14}

between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

**Section 12.06. 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. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**Section 12.07. 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 12.08. Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner 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.

**Section 12.09 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.

{W0881151.14}  
{W0881151.14}



**Section 12.10. 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 12.11. No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the City, 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 City, the District, and the Owner (and any permitted assignee of the Owner).

**Section 12.12. Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

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

**Exhibit B - Concept Plan**

**Exhibit C - City Consent Resolution**

**Exhibit D - Depiction of Kenny Fort Boulevard Realignment and Park Land**

\* \* \*

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

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

{W0881151.14}  
{W0881151.14}

17

COUNTERPART SIGNATURE PAGE TO  
CONSENT AND DEVELOPMENT AGREEMENT

CITY OF ROUND ROCK

By: Craig Morgan  
Craig Morgan, Mayor

Date: 5.9.19

THE STATE OF TEXAS      §  
                                         §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on May 9<sup>th</sup>, 2019, by  
Craig Morgan, Mayor of the City of Round Rock, a home-rule city on behalf of said City.

Sarah White  
Notary Public Signature

(Seal)



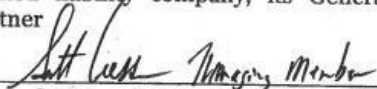
2-2019-0209  
{W0881151.14}

**COUNTERPART SIGNATURE PAGE TO  
CONSENT AND DEVELOPMENT AGREEMENT**

**OWNER:**

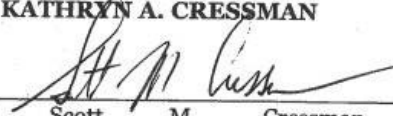
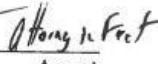
**CRESSMAN ENTERPRISES, LP**, a Texas limited partnership

By: Cressman Enterprises GP, LLC, a Texas limited liability company, its General Partner

By:   
Scott Cressman, Managing Member

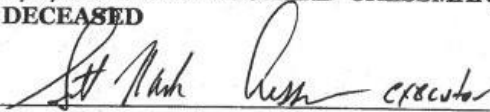
Date: 5/2/19

**KATHRYN A. CRESSMAN**

   
Scott M. Cressman, Agent  
(Attorney-in-Fact)

Date: 5/2/19

**ESTATE OF MARVIN R. CRESSMAN,  
A/K/A MARVIN RICHARD CRESSMAN,  
DECEASED**

  
Scott Mark Cressman, Independent  
Executor of the Estate of Marvin R.  
Cressman, a/k/a Marvin Richard  
Cressman, Deceased

Date: 5/2/19

[Notary Acknowledgments for Developer on Following Page]



COUNTERPART SIGNATURE PAGE TO  
CONSENT AND DEVELOPMENT AGREEMENT

ROUND ROCK MUNICIPAL UTILITY  
DISTRICT NO. 2



By: Reynold Berra  
Reynold Berra, President  
Board of Directors

Date: February 13, 2020

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on February 13, 2020, by  
Reynold Berra, President of the Board of Directors of Round Rock Municipal Utility  
District No. 2, on behalf of said District.



Cynthia Ann Arias  
Notary Public Signature

**EXHIBIT A**

Metes and Bounds Description of the Land

[attached]

{W0881151.14}  
{W0881151.14}



*Baseline*  
*Land Surveyors, Inc.*  
 8000 Anderson Square Rd., Suite 101  
 Austin, Texas 78757  
 Office: 512.374.9722  
 Firm Reg. No. 10015100

METES AND BOUNDS DESCRIPTION

BEING 174.21 ACRES OF LAND, OUT OF THE WILLIS DONAHO SURVEY, ABSTRACT NUMBER 173 AND THE P.A. HOLDER SURVEY, ABSTRACT NUMBER 297, BOTH IN WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF THREE PARCELS: PARCEL ONE BEING 162.35 ACRES OF LAND AND BEING A PORTION OF 134.62 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 3", AND ALSO BEING A PORTION OF AN 81.41 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1"; PARCEL TWO BEING A 9.77 ACRE TRACT OF LAND OUT OF SAID 81.41 ACRE TRACT; AND PARCEL THREE BEING 2.09 ACRES OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 2", AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"PARCEL 1" DESCRIPTION (162.35 ACRES)

BEGINNING at a calculated point in the west line of said 134.62 acre tract, being in the east line of a 33.302 acre tract of land conveyed to the State of Texas by instrument of record in Volume 1970, Page 515 of the Official Records of Williamson County, Texas, known therein as "Part 7", from which a 1/2" rebar found in the west line of the 134.62 acre tract and being in the east line of the said 30.302 acre tract, bears North 02°06'14" West a distance of 335.30 feet (record North 02°20'05" West a distance of 335.30 feet;

THENCE North 80°08'57" East crossing through the 134.62 acre tract a distance of 1313.52 feet to a calculated point being in the east line of the 134.62 acre tract and the west line of lot 21 in the Jackie Thomison Subdivision a subdivision of record in Cabinet I, Slides 94-96, of the Plat Records of Williamson County, Texas;

THENCE South 12°11'04" East (record South 09°35' East) along the east line of the 134.62 acre tract and the west line of said Jackie Thomison Subdivision, a distance of 763.38 feet (record: 763.08 feet) to a 1/2" rebar found for the southwest corner of Lot 19, Jackie Thomison Subdivision, and being the northwest corner of Lot 18, Jackie Thomison Subdivision;

THENCE along the east line of the 134.62 acre tract and the west line of the Jackie Thomison Subdivision the following two (2) courses:

1. South 01°37'09" West a distance of 1736.34 feet (record: South 04°13'13" West a distance of 1736.30 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

Exhibit "A"

{W0881151.14}  
 {W0881151.14}

2. South 01°43'24" West a distance of 159.55 feet (record: South 04°20'29" West a distance of 159.57 feet) to a 1/2" rebar found for the southwest corner of Lot 13, Jackie Thomison Subdivision, and being in the north line of said 81.41 acre tract;

THENCE North 88°20'50" East (record: South 89°05'30" East), along the north line of the 81.41 acre tract and the south line of the Jackie Thomison Subdivision, passing at a distance of 564.27 feet (record: 564.63 feet) a 1/2" rebar found for the southeast corner of said Lot 13, Jackie Thomison Subdivision and the southwest corner of Lot 12, Jackie Thomison Subdivision, and continuing along the north line of the 81.41 acre tract and the south line of said Lot 12, Jackie Thomison Subdivision for a total distance of 1044.14 feet (record: 1043.76 feet) to a 1/2" rebar found for the northeast corner of the 81.41 acre tract, being the southeast corner of Lot 12, Jackie Thomison Subdivision and also being the southwest corner of a 75.074 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2004059024 of the Official Public Records of Williamson County, Texas, and also being the northwest corner of a 71.110 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Volume 1760, Page 475 of the Official Records of Williamson County, Texas, and Document Number 1989006727 of the Official Records of Williamson County, Texas;

THENCE along the east line of the 81.41 acre tract and the west line of said 71.110 acre tract the following four (4) courses:

1. South 00°34'09" East a distance of 358.63 feet (record: South 01°59'20" West a distance of 359.79 feet) to a 1/2" rebar found;
2. South 00°37'36" East a distance of 190.30 feet (record: South 01°58'49" West a distance of 190.30 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.;"
3. South 00°48'29" East a distance of 162.53 feet (record: South 01°47'57" West a distance of 162.84 feet) to a 1/2" rebar found;
4. South 00°38'14" East a distance of 227.30 feet (record South 01°57'52" West a distance of 227.30 feet) to a 1/2" rebar set with plastic cap stamped "BASELINE, INC." for a point of curvature in the east line of the 81.41 acre tract and the west line of a the 71.110 acre tract;

THENCE crossing through the 81.41 acre tract the following three (3) courses:

1. Along a tangential curve to the right, having a radius of 1009.86 feet (record: 1009.86 feet), a length of 1371.47 feet (record: 1371.497feet), a delta angle of 77°48'044" (record: 77°48'44" ), and a chord which bears South 38°15'10" West a distance of 1268.48 feet (record: South 38°15'10" West a distance of 1268.52 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC
2. South 77°09'22" West a distance of 349.55 feet (record: South 77°08'19" West a distance of 349.55 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
3. Along a tangential curve to the left, having a radius of 955.00 feet (record: 955.00 feet), a length of 430.81 feet (record: 430.81 feet), a delta angle of 25°50'47" (record: 26°50'19" ), and a chord which bears South 64°13'54" West a distance of 427.16 feet (record: South 64°13'10" West a distance of 427.03 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."

Exhibit "A"

{W0881151.14}  
{W0881151.14}



THENCE South 87°40'59" West (record South 89°42'01" West), along the South line of the 81.41 acre tract, a distance of 83.61 feet (record: 84.07 feet) to a 1/2 rebar found for the southwest corner of the 81.41 acre tract, and being in the east line of Lot 29, Block E, Legends Village Section 2, Phase 4; a subdivision of record in Document Number 2010074432 of the Official Public Records of Williamson County, Texas;

THENCE North 09°58'00" East (record: North 12°34'57" East), along the west line of the 81.41 acre tract and the east line of said Block E, Legends Village Section 2, Phase 4 a distance of 1163.69 feet (record: 1163.76 feet) to a 1/2 rebar found for the northeast corner of Lot 5A, Block E, Legends Village Section 2, Phase 4;

THENCE continue along the west line of the 81.41 acre tract and the north line of Block E, Legends Village Section 2, Phase 4 the following two (2) courses:

1. North 84°21'16" West a distance of 177.68 feet (record: North 81°44'19" West a distance of 177.68 feet), to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.,";
2. North 88°23'23" West a distance of 479.83 feet (record: North 85°47'31" West a distance of 480.92 feet) to a 1/2" rebar found in the north line of Lot 10, Block E, Legends Village Section 2, Phase 4, and being the southeast corner of Lot 7, Block G, Legends Village Section 2, Phase 3, a subdivision of record in Document Number 2011038590 of the Official Public Records of Williamson County, Texas;

THENCE North 00°53'17" East (record: North 03°30'41" East), continuing along the west line of the 81.41 acre tract and the east line of said Block G, Legends Village Section 2, Phase 3, a distance of 439.27 feet (record: 439.65 feet) to a 1/2" rebar found for the northwest corner of the 81.41 acre tract, being in the south line of the 134.62 acre tract, and also being the northeast corner of Lot 1, Block G, Legends Village Section 2, Phase 3;

THENCE South 88°57'23" West (record: North 88°26'57" West), along the south line of the 134.62 acre tract and the north line of Block G, Legends Village Section 2, Phase 3, a distance of 600.49 feet (record: 599.50 feet) to a 1/2" rebar found for the southwest corner of the 134.62 acre tract, being the northwest corner of Lot 14, Block G, Legends Village Section 2, Phase 3, and also being in the east line of the 33.302 acre tract;

THENCE along the west line of the 134.62 acre tract and the east line of the 33.302 acre tract the following three (3) courses:

1. North 17°20'44" East a distance of 294.02 feet (record: North 19°55'18" East a distance of 293.75 feet) to a 1/2" rebar found for a point of curvature;
2. Along a tangential curve to the left, having a radius of 2954.43 feet (record: 2954.43 feet), a length of 1122.13 feet (record: 1124.02 feet), a delta angle of 21°45'42" and a chord which bears North 08°10'07" East a distance of 1115.40 feet (record: North 08°33'52" East a distance of 1117.25 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
3. North 02°06'14" West (record - North 02°20'05" West), passing at a distance of 1031.02 feet a 1/2" iron pipe found, and continuing for a total distance of 1599.06 feet (record: 1599.06) to a 1/2" rebar found for the POINT OF BEGINNING of "PARCEL 1".

Exhibit "A"

{W0881151.14}  
{W0881151.14}

This tract contains 162.35 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

"PARCEL 2" DESCRIPTION (9.77 ACRES)

BEGINNING at a 1/2" rebar set with plastic cap stamped "BASELINE, INC." in the east line of the 81.41 acre tract and also being in the west line of a 9.258 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2014056270 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found bears North 00°40'22" West a distance of 153.40 feet (record North 01°55'02" East a distance of 153.40 feet);

THENCE South 00°40'22" East (record: South 01°55'02" West), along the east line of the 81.41 acre tract and the west line of said 9.258 acre tract, a distance of 249.48 feet (record: 249.48 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

THENCE South 01°24'37" East (record: South 01°10'47" West), continuing along the east line of the 81.41 acre tract, the west line of the 9.258 acre tract, and the west line of the remainder of a 101.110 acre tract conveyed to the City of Round Rock, Texas by instrument of record in Volume 1760, Page 451 of the Official Records of Williamson County, Texas, a distance of 348.85 feet (record: 348.79 feet) to a 1" iron pipe found for a southeast corner of the 81.41 acre tract, being the northeast corner of a 10.516 acre tract of land conveyed to Jonathan Matthey Mitchell and Connie Mitchell by instrument of record in Document Number 1999074908 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of the 81.41 acre tract and the north and west line of said 10.516 acre tract the following two (2) courses:

1. South 84°30'10" West a distance of 780.21 feet (record: South 87°06'37" West a distance of 780.37 feet) to a 60D nail found in the approximate centerline of an asphalt drive;
2. South 11°17'24" East a distance of 500.05 feet (record: South 08°40' East a distance of 500.08 feet) to a 60D nail found in the approximate centerline of said asphalt drive, being the southernmost southeast corner of the 81.41 acre tract, and also being the northeast corner of a 4.680 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2014027063 of the Official Public Records of Williamson County, Texas and herein known a Reference Point "A";

THENCE continue along the south line of the 81.41 acre tract and the north line of said 4.680 acre tract the following seven (7) courses:

1. South 85°51'39" West a distance of 250.62 feet (record: South 88°25'43" West a distance of 250.41 feet) to a 3/8 rebar found;
2. North 82°42'31" West a distance of 142.60 feet (record: North 80°03' West a distance of 142.70 feet) to a 3/8 rebar found;
3. North 58°37'07" West a distance of 69.36 feet (record: North 56°06' West a distance of 69.40 feet) to a 3/8" rebar found;

Exhibit "A"

{W0881151.14}  
{W0881151.14}

4. North 28°19'17" West a distance of 65.01 feet (record: North 25°46' West a distance of 65.00 feet) to a cotton spindle with washer found;
5. North 01°48'42" West a distance of 136.78 feet (record: North 00°48'30" East a distance of 137.00 feet) to a 3/8" rebar found;
6. South 87°59'46" West a distance of 57.83 feet (record: North 89°11'30" West a distance of 58.00 feet) to a 3/8" rebar found;
7. North 11°15'21" West a distance of 140.43 feet (record: North 08°35' 32" West a distance of 140.43 feet) to a 3/8" rebar found; from which a 1/2" rebar found bears North 11°15'21" West a distance of 79.13 feet (record: North 08°38'32" West a distance of 79.20 feet);

THENCE crossing through the 81.41 acre tract the following three (3) courses:

1. Along a non-tangential curve to the right, having a radius of 1020.00 feet (record: 1020.00 feet), a length of 437.93 feet (record: 437.93 feet), a delta angle of 24°35'58" (record: 24°35'58" ) and a chord which bears North 64°51'23" East a distance of 434.57 feet (record: North 64°49'35" East a distance of 435.01 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." ;
2. North 77°09'22 East a distance of 84.49 feet (record: North 77°08'19" East a distance of 84.49 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
3. Along a non-tangential curve to the left, having a radius of 1140.00 feet (record: 1140.00 feet), a length of 998.18 feet (record: 998.18 feet), a delta angle of 50°10'04" (record: 50°10'22" ) and a chord which bears North 52°04'20" East a distance of 966.60 feet (record: North 52°03'08" East a distance of 966.69 feet) to the POINT OF BEGINNING.

This tract contains 9.77 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

"PARCEL 3 DESCRIPTION" (2.09 ACRES)

COMMENCING at the aforesaid Reference Point "A";

THENCE South 11°11'27" East (record: South 08°40' East), along the east line of said 4.680 acre tract and the west line of the 10.516 acre tract a distance of 28.84 feet to a 60D nail found for the northeast corner of said 2.09 acre tract, being the southeast corner of the 4.680 acre tract for the POINT OF BEGINNING.

THENCE South 11°18'22" East (record: South 08°40' East), along the east line of the 2.09 acre tract and the west line of the 10.516 acre tract and the west line of a 6.16 acre tract of land conveyed to R.A. Waits by instrument of record in Volume 617, Page 812 of the Deed Records of Williamson County, Texas a distance of 179.22 feet (record: 179.27 feet) to a 60D nail found for the southeast corner of the 2.09 acre tract and being in the north line of a 13.101 acre tract of land conveyed to Joseph J. Widdison and Heather Widdison by instrument of record in Document Number 2018053383 of the Official Public Records of Williamson County, Texas;

Exhibit "A"

{W0881151.14}  
{W0881151.14}

THENCE along the south line of the 2.09 acre tract and the north line of said 13.101 acre tract the following two (2) courses:

1. South 87°34'22" West a distance of 469.69 feet (record: North 89°47' West a distance of 469.70 feet) to a calculated point;
2. North 43°28'09" West a distance of 94.97 feet (record: North 40°49'37" West a distance of 94.98 feet) to a calculated point for an angle point in the south line of the 4.680 acre tract;

THENCE North 01°45'50" West (record: North 00°52'28" East), along the west line of the 2.09 acre tract and the south line of the 4.680 acre tract a distance of 111.26 feet (record: 111.27 feet) to a calculated point; from which a 1/2" rebar found bears North 00°51'36" East a distance of 12.42 feet;

THENCE North 88°14'03" East (record: South 89°07'32" East), along the north line of the 2.09 acre tract and the south line of the 4.680 acre tract a distance of 503.14 feet (record: 503.14 feet) to the POINT OF BEGINNING.

This tract contains 2.09 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

THE TOTAL COMBINED NET ACREAGE OF ALL THREE PARCELS IS 174.21 ACRES.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83/96CORS.

*Ronnie Wallace* 4/11/19  
 Ronnie Wallace Date  
 Registered Professional Land Surveyor  
 State of Texas No. 5222



File: S:\Projects\Cressman Ranch\Docs\Field Notes\Cressman Ranch Title SF-3 M&B\_fn.doc

Exhibit "A"

{W0881151.14}  
{W0881151.14}

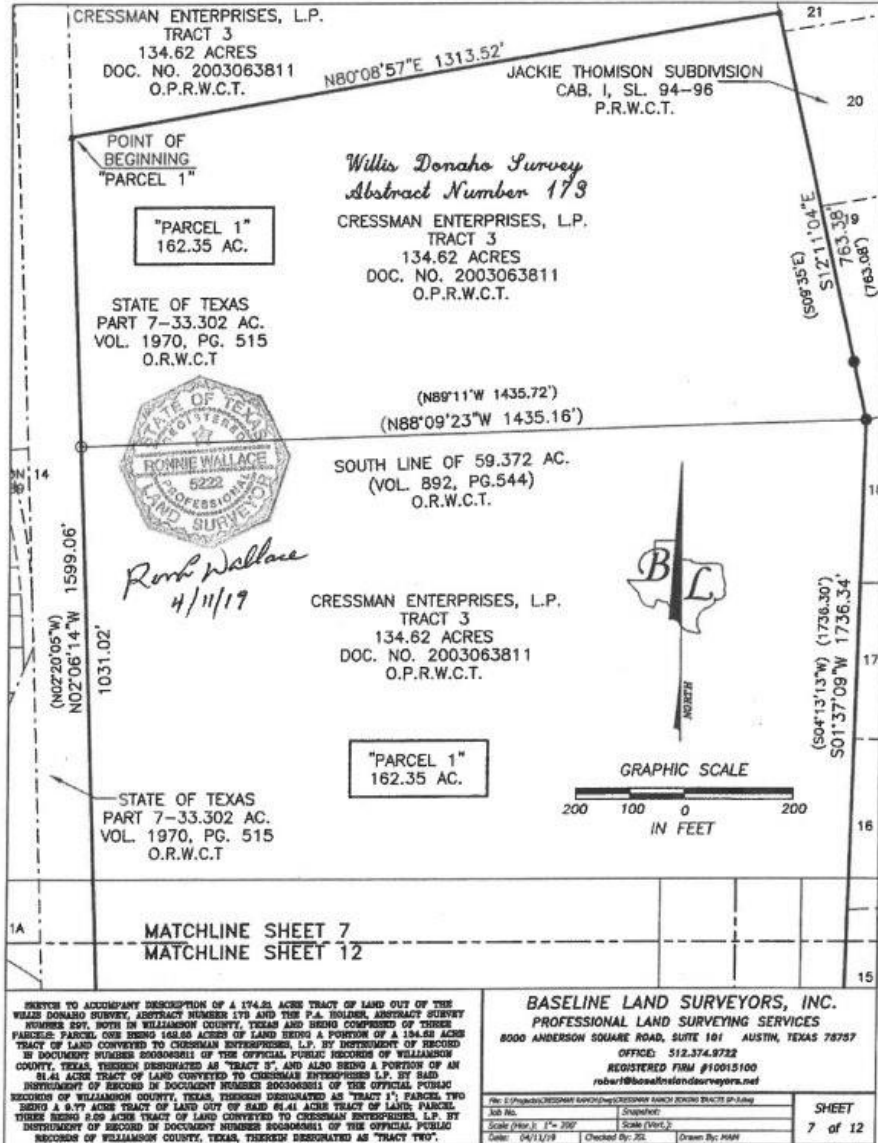
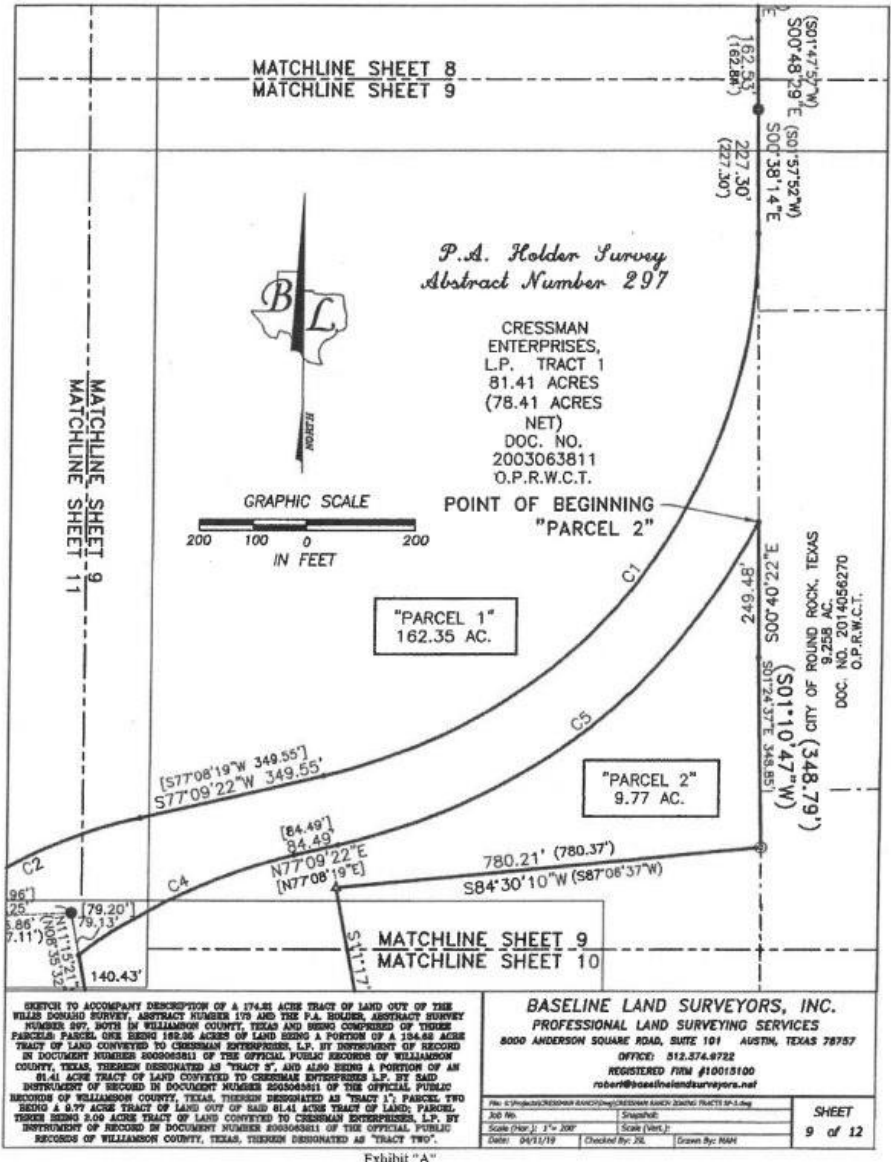


Exhibit "A"

{W0881151.14}  
{W0881151.14}





SKETCH TO ACCOMPANY DESCRIPTION OF A 174.81 ACRE TRACT OF LAND OUT OF THE WILSON DOWLING SURVEY, ABSTRACT NUMBER 178 AND THE P.A. HOLDER SURVEY, ABSTRACT NUMBER 297, BOTH IN WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF THESE PARCELS PARCEL ONE BEING 162.35 ACRES OF LAND BEING A PORTION OF A 156.68 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1" AND ALSO BEING A PORTION OF AN 81.41 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1", PARCEL TWO BEING A 9.77 ACRE TRACT OF LAND OUT OF SAID 81.41 ACRE TRACT OF LAND, PARCEL TWO BEING 2.00 ACRES TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT TWO".

**BASELINE LAND SURVEYORS, INC.**  
PROFESSIONAL LAND SURVEYING SERVICES  
8000 ANDERSON SQUARE ROAD, SUITE 101 AUSTIN, TEXAS 78757  
OFFICE: 512.574.9722  
REGISTERED FIRM #10015100  
robert@baselineandsurveyors.net

File: S:\Projects\CRESSMAN ENTERPRISES\CRESSMAN ENTERPRISES TRACTS 1&2.dwg  
Job No: \_\_\_\_\_  
Scale (Map): 1" = 200'      Scale (Plot): \_\_\_\_\_  
Date: 04/11/19      Checked By: JCL      Drawn By: NAK

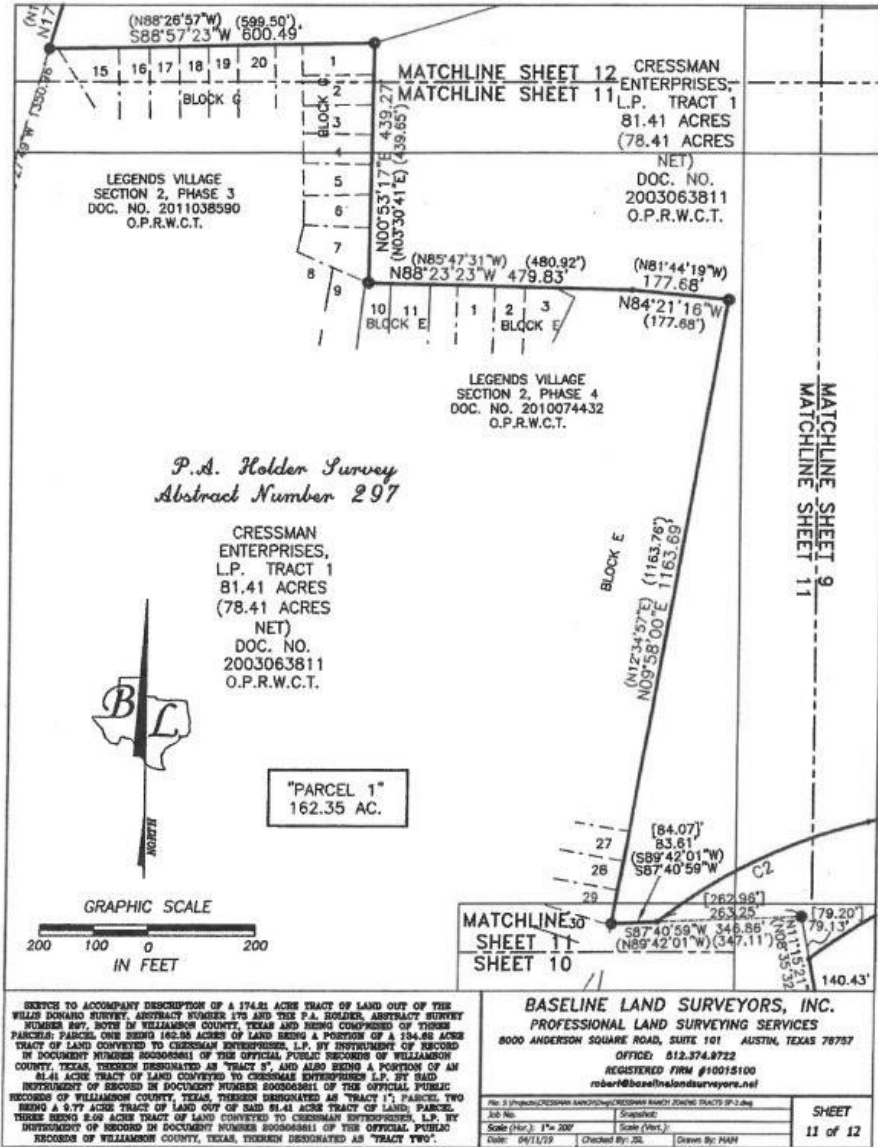
SHEET  
9 of 12

Exhibit "A"

{W0881151.14}  
{W0881151.14}







SKETCH TO ACCOMPANY DESCRIPTION OF A 174.21 ACRES TRACT OF LAND OUT OF THE WILCOX DONOR SURVEY, ABSTRACT NUMBER 870 AND THE P.A. HOLDER, ABSTRACT SURVEY NUMBER 897, BOTH IN WILLAMSON COUNTY, TEXAS AND BEING COMPRISED OF THOSE PARCELS PARCELS ONE BEING 162.35 ACRES OF LAND BEING A PORTION OF A 164.86 ACRES TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 800808811 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1", AND ALSO BEING A PORTION OF AN 81.41 ACRES TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 800808811 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1", PARCELS TWO BEING A 9.77 ACRES TRACT OF LAND OUT OF SAID 81.41 ACRES TRACT OF LAND, PARCEL THREE BEING 2.66 ACRES TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 800808811 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT TWO".

Exhibit "A"

{W0881151.14}  
{W0881151.14}

**EXHIBIT B**

Concept Plan

[attached]

{W0881151.14}  
{W0881151.14}



**EXHIBIT C**  
City Consent Resolution  
[attached]

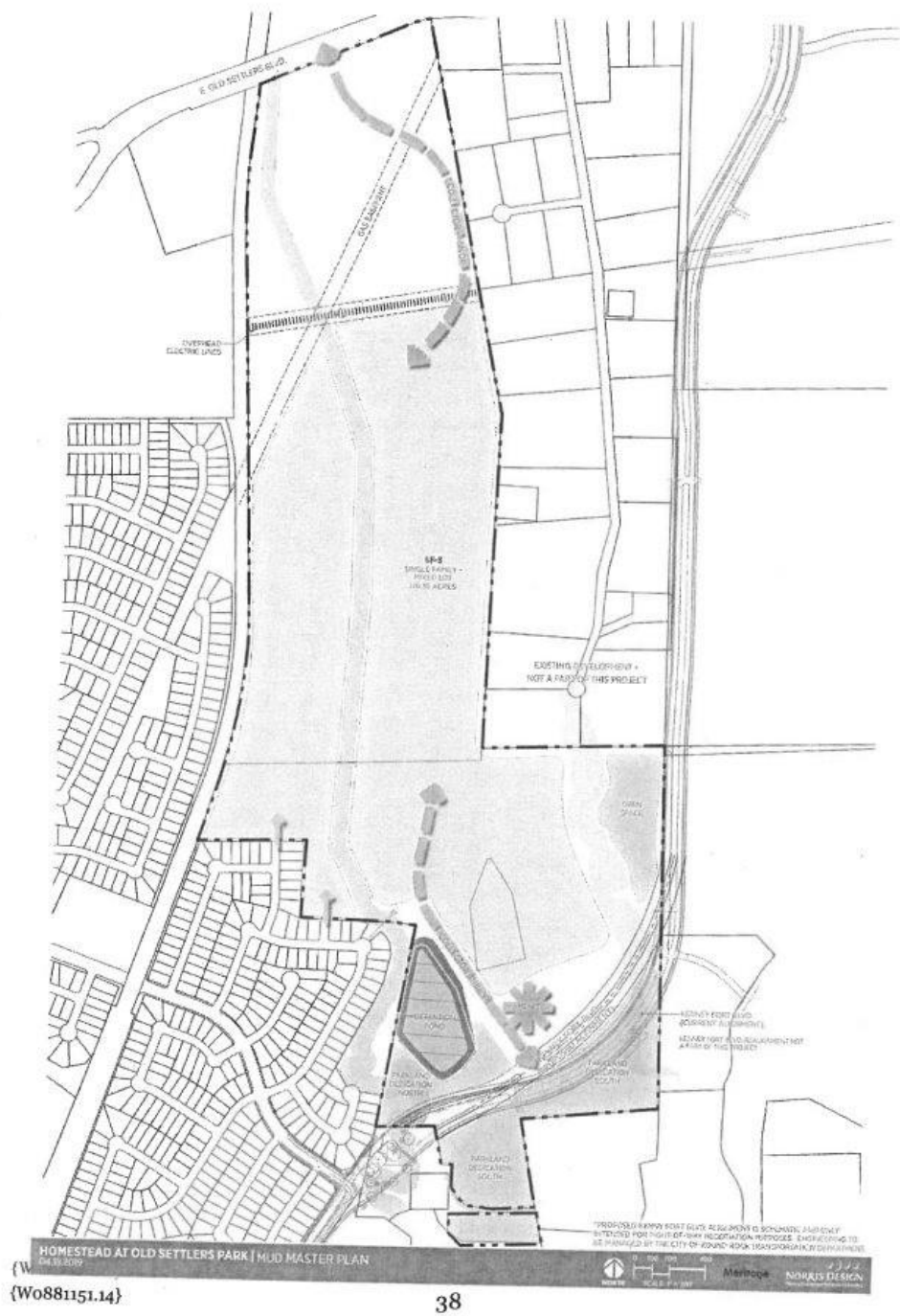
{W0881151.14}  
{W0881151.14}

**EXHIBIT D**

Depiction of Kenny Fort Boulevard Realignment and Park Land

[attached]

{W0881151.14}  
{W0881151.14}



**EXHIBIT B**  
**DESCRIPTION OF PHASE 1**

{W0944730.2}

7

{W1028962.3}

63



*Baseline*  
*Land Surveyors, Inc.*  
8000 Anderson Square Rd., Suite 101  
Austin, Texas 78757  
Office: 512.374.9722  
Firm Reg. No. 10015100

METES AND BOUNDS DESCRIPTION

BEING 69.222 ACRES OF LAND, OUT OF THE WILLIS DONAHO SURVEY, ABSTRACT NUMBER 173, AND THE P.A. HOLDER SURVEY, ABSTRACT NUMBER 297, BOTH IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF 134.62 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 3", BEING A PORTION OF AN 81.41 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1", AND BEING A PORTION OF A 3.0 ACRE TRACT OF LAND SAVE AND EXCEPTED BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.00 ACRE TRACT BEING A PORTION OF A 37.00 ACRE TRACT OF LAND CONVEYED BY DEED OF RECORD IN VOL. 603, PG. 191 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the east line of said 134.62 acre tract and being the southwest corner of Lot 13 in the Jackie Thomson Subdivision a subdivision of record in Cabinet I, Slides 94-96, of the Plat Records of Williamson County, Texas;

THENCE North 88°20'50" East (record: South 89°05'30" East), along the north line of the said 81.41 acre tract and the south line of the Jackie Thomson Subdivision a distance of 326.38 feet;

THENCE crossing through the 81.41 acre tract the following twenty-one (21) courses:

1. South 01°39'10" East a distance of 21.40 feet to a 1/2" rebar set with plastic Cap, stamped "BASELINE, INC.";
2. South 83°20'50" West a distance of 123.97 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
3. South 70°09'46" West a distance of 79.88 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";



4. South  $78^{\circ}05'24''$  West a distance of 90.38 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
5. South  $83^{\circ}25'46''$  West a distance of 90.00 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
6. South  $06^{\circ}39'10''$  East a distance of 170.13 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
7. South  $83^{\circ}20'50''$  West a distance of 21.62 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
8. South  $06^{\circ}39'10''$  East a distance of 159.28 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
9. South  $76^{\circ}53'37''$  West a distance of 159.64 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
10. South  $20^{\circ}42'29''$  East a distance of 84.12 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
11. South  $34^{\circ}20'45''$  East a distance of 94.96 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
12. Along a tangential curve to the right having a radius of 615.00 feet, a length of 12.88 feet, a delta angle of  $01^{\circ}12'01''$  and a chord which bears North  $69^{\circ}53'29''$  East a distance of 12.88 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
13. South  $19^{\circ}30'30''$  East a distance of 50.00 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
14. Along a tangential curve to the left having a radius of 565.00 feet, a length of 9.59 feet, a delta angle of  $00^{\circ}58'21''$  and a chord which bears South  $70^{\circ}00'20''$  West a distance of 9.59 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
15. South  $20^{\circ}29'09''$  East a distance of 120.00 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
16. South  $66^{\circ}41'10''$  West a distance of 44.01 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
17. South  $61^{\circ}01'02''$  West a distance of 44.01 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

18. South 54°06'59" West a distance of 161.19 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
19. South 36°23'11" East a distance of 119.82 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
20. Along a non-tangential curve to the left having a radius of 20.00 feet, a length of 2.64 feet, a delta angle of 7°32'57" and a chord which bears North 57°23'23" East a distance of 2.63 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
21. THENCE South 36°23'04" East, continuing through the 81.41 acre tract and then crossing through a 3.0 acre tract a distance of 498.32 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

THENCE continuing through said 81.41 acre tract of land the following nine (9) courses:

1. North 54°36'48" East a distance of 143.53 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
2. North 69°18'27" East a distance of 47.21 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
3. North 70°24'21" East a distance of 54.09 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
4. North 62°24'40" East a distance of 58.49 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
5. South 30°31'46" East a distance of 361.37 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
6. Along a non-tangential curve to the right having a radius of 1,324.85 feet, a length of 69.78 feet, a delta angle of 03°01'04" and a chord which bears South 52°12'03" West a distance of 69.77 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
7. South 53°42'35" West a distance of 409.63 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
8. Along a tangential curve to the right having a radius of 999.88 feet, a length of 346.06 feet, a delta angle of 19°49'48" and a chord which bears South 63°37'29" West a distance of 344.33 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of reverse curvature;
9. Along a tangential curve to the left having a radius of 954.89 feet, a length of 370.52 feet, a delta angle of 22°13'56" and a chord which bears South 62°25'25" West a distance of 368.20 feet to 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency in the south line of the 81.41 acre tract north line of a 4.680 acre tract of land conveyed to City of Round Rock, Texas, by instrument of record in Document No. 2014027063 of the Official Public Records of Williamson County, Texas;

THENCE South  $87^{\circ}41'04''$  West, along the south line of the 81.41 acre tract, same being the north line of said 4.680 acre tract, a distance of 84.11 feet to a 1/2" rebar found at the northwest corner of the 4.680 acre tract, same being an southwest corner of the 81.41 acre tract and the east line of Lot 30, Block E, Legends Village Section 2, Phase 4, a subdivision of record in Document No. 2010074432 of the Official Public Records of Williamson County, Texas;

THENCE North  $09^{\circ}58'00''$  East, along the west line of the 81.41 acre tract, same being the east line of Block E, Legends Village, Section 2, Phase 4, a distance of 1163.70 feet to 1/2" rebar found at the northeast corner of Block E, Legends Village, Section 2, Phase 4, and being an angle point in the west line of the 81.41 acre tract;

THENCE along the north line of Legends Village, Section 2, Phase 4, same being the west line of the 81.41 acre tract the following two (2) courses and distances:

1. North  $84^{\circ}21'16''$  West a distance of 177.68 feet (record: North  $81^{\circ}44'19''$  West a distance of 177.68 feet), to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
2. North  $88^{\circ}23'23''$  West a distance of 479.83 feet (record: North  $85^{\circ}47'31''$  West a distance of 480.92 feet) to a 1/2" rebar found in the north line of Lot 10, Block F, Legends Village Section 2, Phase 4, and being the southeast corner of Lot 7, Block F, Legends Village Section 2, Phase 3, a subdivision of record in Document Number 2011038590 of the Official Public Records of Williamson County, Texas;

THENCE North  $00^{\circ}53'17''$  East (record: North  $03^{\circ}30'41''$  East), continuing along the west line of the 81.41 acre tract and the east line of said Block F, Legends Village Section 2, Phase 3, a distance of 439.27 feet (record: 439.65 feet) to a 1/2" rebar found for the northwest corner of the 81.41 acre tract, being in the south line of the 134.62 acre tract, and also being the northeast corner of Lot 1, Block F, Legends Village Section 2, Phase 3;

THENCE South  $88^{\circ}57'23''$  West (record: North  $88^{\circ}26'57''$  West), along the south line of the 134.62 acre tract and the north line of Block G, Legends Village Section 2, Phase 3, a distance of 600.49 feet (record: 599.50 feet) to a 1/2" rebar found for the southwest corner of the 134.62 acre tract, being the northwest corner of Lot 14, Block G, Legends Village Section 2, Phase 3, and also being in the east line of a 33.302 acre tract described therein as Part 7, as conveyed to the State of Texas by deed of record in Volume 1970, Page 515 of the Official Records of Williamson County, Texas;

THENCE along the west line of the 134.62 acre tract and the east line of said 33.302 acre tract the following two (2) courses:

1. North  $17^{\circ}20'44''$  East a distance of 294.02 feet (record: North  $19^{\circ}55'18''$  East a distance of 293.75 feet) to a 1/2" rebar found for a point of curvature;
2. Along a tangential curve to the left, having a radius of 2954.27 feet (record: 2954.43 feet), a length of 988.59 feet, a delta angle of  $19^{\circ}10'23''$  and a chord which bears North  $09^{\circ}27'49''$  East a distance of 983.99 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;

THENCE crossing through the 134.62 acre tract the following sixteen (16) courses:

1. North 89°12'40" East a distance of 130.74 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature
2. Along a tangential curve to the left, having a radius of 3375.00 feet, a length of 10.25 feet, a delta angle of 00°10'26" and a chord which bears North 00°52'33" West a distance of 10.25 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
3. North 89°02'14" East a distance of 180.71 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
4. South 02°06'14" East a distance of 17.70 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
5. North 87°53'46" East a distance of 200.00 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
6. South 85°10'50" East a distance of 64.34 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
7. North 03°20'32" East a distance of 163.66 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
8. North 61°08'03" West a distance of 7.70 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
9. Along a non-tangential curve to the left, having a radius of 60.00 feet, a delta angle of 70.80 feet, a delta angle of 67°36'35", and a chord which bears North 04°56'21" West a distance of 66.76 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
10. North 51°15'22" East a distance of 16.13 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC.;"
11. North 00°45'32" West a distance of 24.17 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC.;"
12. South 89°23'36" East a distance of 259.54 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC.;"
13. South 00°36'24" West a distance of 15.77 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
14. South 88°53'36" East a distance of 326.34 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
15. North 01°37'09" East a distance of 11.90 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."
16. South 88°22'44" East a distance of 195.00 feet to a 1/2" rebar set with plastic Cap, stamped "BASELINE, INC." in the east line of the 134.62 acre tract and the west line of Lot 15 in the Jackie Thomson Subdivision

THENCE along the east line of the 134.62 acre tract and the west line of the Jackie Thomson Subdivision the following two (2) courses:

1. South 01°37'09" West a distance of 774.72 feet to a 1/2" rebar found in the east line of the 134.62 acre tract and the west line of Lot 13 in the Jackie Thomson Subdivision;
2. South 01°43'24" West a distance of 159.55 feet to the POINT OF BEGINNING.

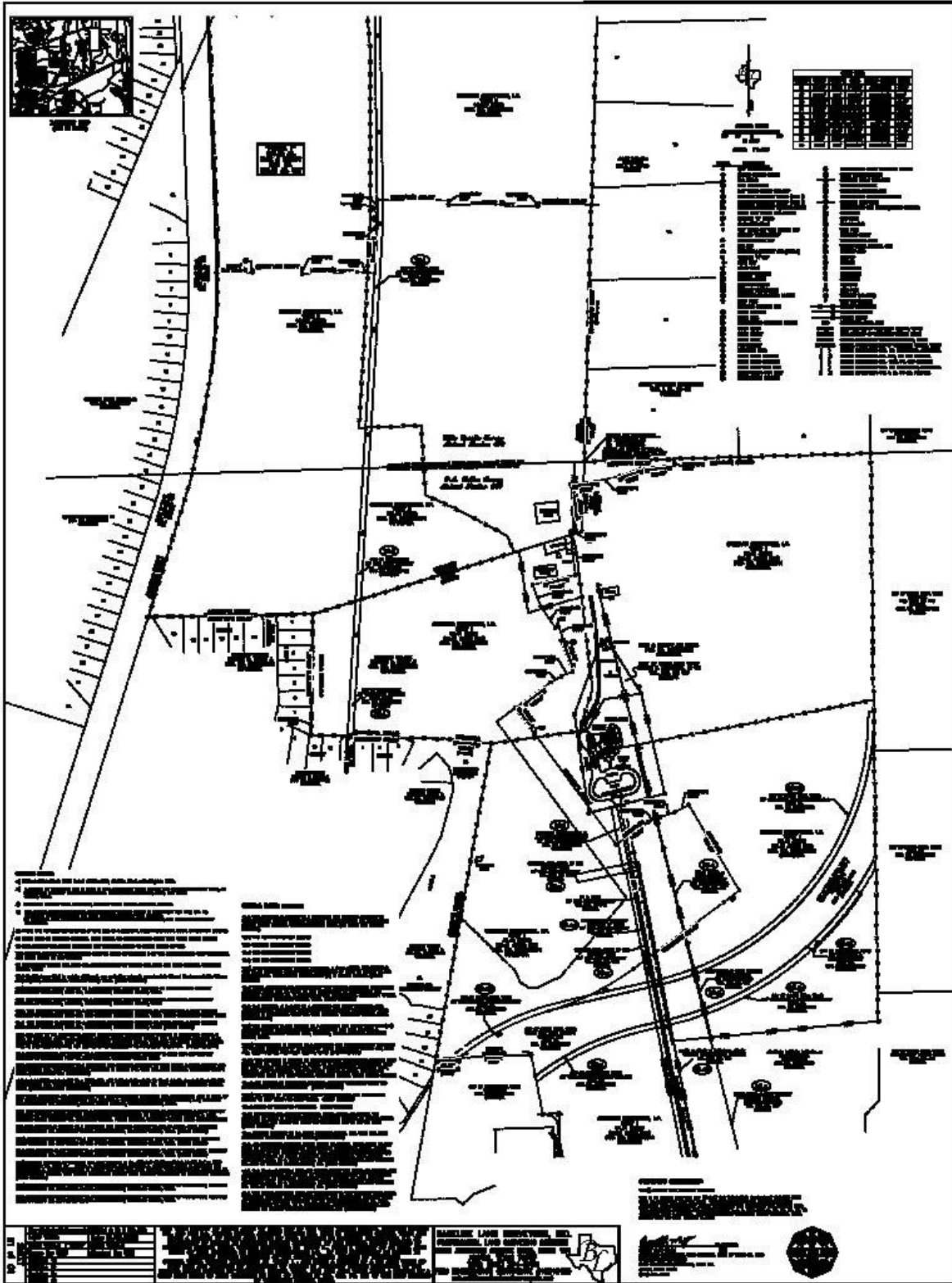
This tract contains 69.222 acres of land, more or less, out of the P.A. Holder Survey Abstract Number 297 and the Willis Donaho Survey, Abstract Number 173, both in Williamson County, Texas.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83\96CORS.



*Robert Glen Maloy* 01/07/2020  
Robert Glen Maloy                      Date  
Registered Professional Land Surveyor  
State of Texas No. 6028

File: S:\Projects\Cressman Ranch\Docs\Field Notes\Cressman Ranch Homestead Phase 1 & 2 Title M&B\_fn.doc



**EXHIBIT "C"**

CRESSMAN/MERITAGE PHASE II PARTIAL ASSIGNMENT

[attached]

**PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT**

This **PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT** (this "Partial Assignment") is executed by **CRESSMAN ENTERPRISES, LP**, a Texas limited partnership, **KATHRYN A. CRESSMAN**, and **THE ESTATE OF MARVIN R. CRESSMAN, A/K/A MARVIN RICHARD CRESSMAN, DECEASED**, (collectively "Assignor" or "Cressman"), to and in favor of **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company ("Assignee" or "Meritage"), effective as of the 25 day of January, 2021 (the "Effective Date").

**WITNESSETH:**

A. The City of Round Rock, Texas, a home-rule city located in Williamson County, Texas (the "City"), and Cressman previously entered into a Consent and Development Agreement dated effective as of May 9, 2019 (the "Agreement"), which, among other things, provides for the creation of Round Rock Municipal Utility District No. 2 (the "District") and a regulatory process for the development of ±174.21 acres of land located in the City limits to be included in the District (the "Land"). A copy of the Agreement is attached hereto as Exhibit A.

B. Contemporaneously with the execution and delivery of this Partial Assignment by Assignor and Assignee, Assignor is conveying to Assignee the portion of the Land more fully described on the attached Exhibit B ("Phase 2"), and, in connection therewith, Assignor desires to partially assign its interest in the Agreement with respect to Phase 2 to Assignee, and Assignee desires to acquire the same from Assignor.

C. The Agreement generally provides that the Agreement, and the rights of Assignor thereunder, may be assigned by Assignor as to all or any portion of the Land with the City's consent. However, pursuant to Section 11.03(a) of the Agreement, the City expressly consented to and approved the assignment of the Agreement to Meritage. Section 11.03(a) further provides that no further consent to an assignment of the Agreement to Meritage will be necessary but requires that a copy of such assignment must be delivered to the City.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Partial Assignment. Assignor has ASSIGNED, TRANSFERRED, AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER, AND CONVEY to Assignee all of Assignor's right, title, and interest in, to, and under the Agreement to the extent, and only to the extent, the same directly relate to or concern Phase 2 (collectively, the "Assigned Rights"). All rights and obligations under the Agreement other than the Assigned Rights (collectively, the "Retained Rights") are retained by Assignor.

2. Assumption. Assignee hereby accepts the foregoing partial assignment and assumes all of the rights and obligations of Assignor with respect to the Assigned Rights arising on or after the date of this Assignment. Assignor will continue to be responsible for all of the obligations arising under or in connection with the Retained Rights. Assignee's contact information for purposes of notice under the Agreement is as follows:

{W1027117.1}



Meritage Homes of Texas, LLC  
Attn: Elliott Jones  
8920 Business Park Drive, Suite 350  
Austin, Texas 78759

3. Representations of Assignor. Assignor represents and warrants to Assignee: (a) that Agreement has not been amended or modified except as described in this Partial Assignment; (b) that Assignor has all necessary right and authority to make this Partial Assignment; (c) to Assignor's current actual knowledge without inquiry or investigation there exists no default under the Agreement, nor does any fact or circumstance exist which would, with the passing of time or giving of notice, constitute a default under the Agreement; and (d) that Assignor has not alienated, assigned, pledged, transferred, or otherwise disposed of or encumbered its rights under the Agreement and that no person or entity other than Assignor has any right, title, or interest in, to, or under the Agreement, as the Owner thereunder.

4. Delivery to City. Pursuant to 11.03(a) of the Agreement, Assignor and Assignee agree that a copy of this Partial Assignment will be delivered to the City.

5. Binding Effect. All of the terms, provisions, covenants, and conditions set forth herein will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Headings. The headings and captions in this Partial Assignment are for convenience only, and will not control or affect the meaning or construction of any provision of this Partial Assignment.

7. Counterparts. To facilitate execution, (a) this Partial Assignment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Partial Assignment to be effective as of the Effective Date set forth above.

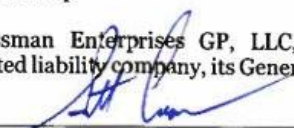
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

**COUNTERPART SIGNATURE PAGE TO**  
**PARTIAL ASSIGNMENT OF CONSENT AND DEVELOPMENT AGREEMENT**

**ASSIGNOR:**

**CRESSMAN ENTERPRISES, LP**, a Texas  
limited partnership


By: Cressman Enterprises GP, LLC, a Texas  
limited liability company, its General Partner

By:   
Scott Cressman, Managing Member

**KATHRYN A. CRESSMAN**

  
Scott M. Cressman, Agent (Attorney-in-Fact)

**THE ESTATE OF MARVIN R. CRESSMAN,  
A/K/A MARVIN RICHARD CRESSMAN,  
DECEASED**

  
Scott Mark Cressman, Independent Executor of the  
Estate of Marvin R. Cressman, a/k/a Marvin  
Richard Cressman, Deceased

[Notary Acknowledgments for Assignor on Following Page]

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 15 day of January, 2021, by Scott Cressman, Managing Member of Cressman Enterprises GP, LLC, a Texas limited liability company, General Partner of Cressman Enterprises, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)



[Signature]  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 15 day of January, 2021, by Scott M. Cressman, Agent (Attorney-in-Fact) of Kathryn A. Cressman, on behalf of Kathryn A. Cressman.

(SEAL)



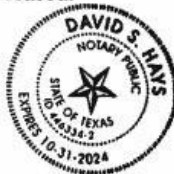
[Signature]  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 15 day of January, 2021, by Scott Mark Cressman, Independent Executor of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased, on behalf of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased.

(SEAL)



[Signature]  
Notary Public Signature



**EXHIBIT A**

**CONSENT AND DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS           \*  
COUNTY OF TRAVIS           \*  
COUNTY OF WILLIAMSON       \*  
CITY OF ROUND ROCK           \*

I, SARA L. WHITE, City Clerk of the City of Round Rock, Texas, do hereby certify that I am the custodian of the public records maintained by the City of Round Rock, Texas. The attached foregoing 39 pages are true and correct copies of the Consent and Development Agreement between the City of Round Rock, Cressman Enterprises, LP, et al. and the Round Rock Municipal Utility District No. 2, dated May 9, 2019, regarding the development of 174.10 acres of land.

CERTIFIED by my hand and seal of the City of Round Rock, Texas on this 10<sup>th</sup> day of May 2019.

  
\_\_\_\_\_  
SARA L. WHITE, TRMC  
CITY CLERK



**CONSENT AND DEVELOPMENT AGREEMENT**

**AMONG**

**CITY OF ROUND ROCK, TEXAS;**

**CRESSMAN ENTERPRISES, LP, KATHRYN A. CRESSMAN, AND THE  
ESTATE OF MARVIN R. CRESSMAN, A/K/A MARVIN RICHARD  
CRESSMAN, DECEASED;**

**AND**

**ROUND ROCK MUNICIPAL UTILITY DISTRICT NO. 2**

{W0881151.14}

W0881151.DOCX

{W1027117.1}

7

{W1028962.3}

78

## CONSENT AND DEVELOPMENT AGREEMENT

This CONSENT AND DEVELOPMENT AGREEMENT (this "*Agreement*") is by the City of Round Rock, Texas, a home-rule city located in Williamson County, Texas (the "*City*"), and Cressman Enterprises, LP, Kathryn A. Cressman, and the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased (collectively, the "*Owner*"). Subsequent to its creation, Round Municipal Utility District No. 2, 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 City, the Owner, and the District are sometimes referred to herein as a "*Party*" and collectively as the "*Parties*".

### RECITALS

WHEREAS, the Owner owns approximately 174.21 acres of land located entirely within the corporate boundaries of the City (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds on the attached Exhibit A, and its boundaries are depicted on the concept plan attached as Exhibit B (the "*Concept Plan*"); 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 City 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 City and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined in ARTICLE I below) and has presented the City with a petition requesting the City's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the City water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), 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 its boundaries (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water

{W0881151.14}  
{W0881151.14}

1

{W1027117.1}

8

{W1028962.3}

79

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 City and the Owner intend that the Reimbursable Costs (as defined in ARTICLE 1 below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; 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; Chapter 791, Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a municipal corporation operating under a home-rule City Charter adopted under the laws of the State of Texas and pursuant to which the City has the authority to enter into and perform its obligations under this Agreement including, but not limited to, the ownership and operation of the District Improvements;

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 City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

**Applicable Rules** means the City's rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by Developer in writing.

**Agreement** means this Consent and Development Agreement among the Parties.

**Bonds** means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

**City** means the City of Round Rock, Texas, a home-rule city located in Williamson County, Texas.

**City Objection** is defined in Section 7.02(b).

**City Manager** means the City Manager of the City.

{W0881151.14}  
{W0881151.14}

2

{W1027117.1}

9

{W1028962.3}

80



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

Concept Plan means the concept plan for the Land attached as Exhibit B, as amended from time to time in accordance with this Agreement.

County means Williamson County, Texas.

Developer means the Owner, or any successor or permitted assign of the Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 9.03 below.

District means Round Rock Municipal Utility District No. 2, a political subdivision of the State of Texas to be created over the Land, with the consent of the City, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), 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 boundaries.

Effective Date of this Agreement means the 9<sup>th</sup> day of May, 2019.

Land means approximately 174.21 acres of land located in the City limits, as described by metes and bounds on Exhibit A.

Owner means, collectively, Cressman Enterprises, LP; Kathryn A. Cressman; and the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased, or their successors and assigns under this Agreement.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

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 and Article XVI, Section 59 of the Texas Constitution, as amended, and 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.

## ARTICLE II CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

**Section 2.01. Consent to Creation of District.** The City acknowledges receipt of the Owner's request, in accordance with Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as

{W0881151-14}  
{W0881151-14}

**Exhibit C** consenting to the inclusion of the Land within the District (the "Consent Resolution"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District within the City's corporate limits in accordance with Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City's consent to the creation of the District.

**Section 2.02. District Execution of Agreement.** The Owner shall cause the District to approve, execute, and deliver to the City this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

**Section 2.03. District Bonds.** If the District fails to approve, execute, and deliver this Agreement to the City as required by **Section 2.02**, and if the City does not terminate this Agreement, such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

**Section 2.04. Reimbursement Agreements.** If the District fails to approve, execute, and deliver this Agreement to the City as required by **Section 2.02**, and if the City has not terminated this Agreement, such failure shall operate to prohibit the Owner or any Developer of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

**Section 2.05. Intent of Parties Related to Allocation Agreement.** Under Section 54.016(f), Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an "allocation agreement", to be entered into between the City and the District. The Parties acknowledge that the provision for an "allocation agreement" under Section 54.016(f) is at the City's discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f).

### ARTICLE III WATER AND WASTEWATER SERVICE

**Section 3.01. City Retail Water and Wastewater Service.** Retail water supply and wastewater collection and treatment services will be provided by the City. The water distribution and wastewater collection systems within the District shall be owned by the City. The City will provide water and wastewater service to customers within the District in the same manner and on the same terms and conditions as the City provides service to other retail customers inside its corporate limits. The City's standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable to other areas within the City's corporate limits will be applicable to facilities constructed, connections made, and services provided within the District. The City agrees and commits to provide water and wastewater service sufficient

{W0881151.14}  
{W0881151.14}

4

{W1027117.1}

11

{W1028962.3}

82

for the full build-out of the District at flow rates and pressures (including fire flows) sufficient to meet the minimum requirements of the Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District's request if required in connection with any District Bond sale.

#### ARTICLE IV ROADWAY IMPROVEMENTS

**Section 4.01. Right of Way Dedications.** The City has previously acquired right-of-way through the Land for the extension of Kenny Fort Boulevard but desires to realign Kenny Fort Boulevard as generally depicted on **Exhibit D**. The Owner will convey by warranty deed, at no cost to the City, 100% of the right-of-way required for such realignment within the Land, but reserves the right to seek reimbursement for such right-of-way from the District in accordance with this Agreement. The Parties acknowledge that the final location of the roadways within the Land may be subject to minor changes from those shown on the Concept Plan based on the final right-of-way alignment of Kenny Fort Boulevard.

**Section 4.02. Road Construction.** The City agrees that it will be responsible for the design of Kenny Fort Boulevard and paying the cost for same. The Owner agrees that it will contribute to the cost of extending Kenny Fort Boulevard through the Land up to a maximum of \$1,775,794 (the "Road Contribution Cap") either (a) by constructing a portion of such extension (such portion to be determined in connection with approval of the preliminary plan for the Land) in accordance with the City-approved design, in which event the City will be responsible for any costs in excess of the Road Contribution Cap; or (b) by paying the City's applicable road/traffic impact fees for development within the Land in accordance with the Applicable Rules up to the Road Contribution Cap. The Owner reserves the right to seek reimbursement for such costs from the District. For the avoidance of doubt, (i) if the Owner elects to construct a portion of Kenny Fort Boulevard pursuant to clause (a) above, no road/traffic impact fees will be payable with respect to the Land; and (ii) if the Owner elects to pay the City's applicable road/traffic impact fees for development within the Land pursuant to clause (b) above, the Owner will not be required to construct any portion of Kenny Fort Boulevard. Whether the Owner elects either (a) or (b) above, the Owner shall not be obligated to obtain a Traffic Impact Analysis.

#### ARTICLE V PARK AND RECREATIONAL AMENITIES

**Section 5.01. Parkland.** The Owner agrees that the park and open space land depicted in green on **Exhibit D** (the "Park Land") will be conveyed to the City, subject to the right to seek reimbursement for costs of the Park Land from the District in accordance with this Agreement. The City agrees that conveyance of the Park Land to the City will constitute full satisfaction of the City's parkland dedication requirements for the Land. Any trails within the Park Land will be constructed in accordance with the City's standards under the Applicable Rules and shall be open to the public. The City will accept the conveyance of the Park Land, including any trails thereon, and will operate and maintain the Park Land as part of the City's park system.

{W0881151 14}  
{W0881151 14}

**ARTICLE VI  
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE,  
OWNERSHIP, OPERATION, AND MAINTENANCE OF DISTRICT  
IMPROVEMENTS**

**Section 6.01. Design, Financing, and Construction.** Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City on behalf of the District all District Improvements at no cost to the City. All construction will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Unless the Developer's service requirements for the Land change or the Parties otherwise agree, the City will not require that the Developer or the District oversize, finance, or construct any utility, park, or road improvements to serve property other than the Land.

**Section 6.02. Conveyance, Ownership, Operation, and Maintenance.** Upon completion of construction of each phase of the District Improvements: (i) the City will accept such improvements for operation and maintenance in accordance with the Applicable Rules; and (b) the Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, (ii) a reservation of all capacity in those facilities for the benefit of the District, and (iii) the Developer's right, if any, to reimbursement from the District for the cost of those improvements in accordance with the rules of the Commission. The Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any facilities. Nothing herein will prevent the City from using District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to serve the residents and property owners within the District as and when required by development within the Land.

**ARTICLE VII  
AUTHORITY TO ISSUE BONDS**

**Section 7.01. Authority to Issue Bonds.** The District may issue Bonds only as permitted by this Agreement. The District may reimburse a Developer for expenditures authorized by Commission rules and regulations and this Agreement; however, the purposes for which the District may issue Bonds are restricted to:

(a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing)

{W0881151.14}  
{W0881151.14}

6

{W1027117.1}

13

{W1028962.3}

84

necessary to:

- (1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;
  - (2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);
  - (3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;
  - (4) Design, acquire, construct, and finance Road Projects; and
  - (5) Develop and maintain park and recreational facilities, subject to the applicable limitations of Section 49.461-49.466, Texas Water Code, or as permitted under Section 54.201, Texas Water Code;
- (b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;
  - (c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155, Texas Water Code; and
  - (d) Paying other expenses authorized by Section 49.155, Texas Water Code.

**Section 7.02. City Submittals; Objections.**

- (a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:
  - (1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Manager and City Attorney concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds, which notice shall include:
    - A. A copy of the District's application to the TCEQ, including the amount of Bonds proposed for issuance, a general description of the projects to be funded by the Bonds, the engineering report, the projected debt service schedule, the projected District debt service tax rate after the closing date of the Bonds, and the projected final maturity date of the Bonds;
    - B. Written certification by the District's financial advisor that the Bonds, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in Williamson County; and
    - C. Written certification by the District that the District is in compliance in all material respects with the terms and conditions of this

{W088115114}  
{W088115114}

7

{W1027117.1}

14

{W1028962.3}

85

Agreement.

(2) If the District intends to issue Bonds that do not require TCEQ approval (e.g., Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Manager and City Attorney at least thirty (30) days prior to pricing of the Bonds, which notice shall include:

A. The amount of Bonds proposed for issuance, a general description of the projects to be funded by the Bonds or Bonds to be refunded by such Bonds, the engineering report (if applicable), the projected debt service schedule, the projected District debt service tax rate after the closing date of the Bonds, and the projected final maturity date of the Bonds.

B. Written certification by the District's financial advisor that the Bonds, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in Williamson County; and

C. Written certification by the District that the District is in compliance in all material respects with the terms and conditions of this Agreement.

(3) Within five (5) days after pricing of any Bonds and no less than fourteen (14) days before the closing date of such Bonds, the District shall provide the City with the following information:

A. If TCEQ approval is required, a copy of the TCEQ order approving the Bonds;

B. A description of the District Improvements to be funded by the Bonds, if applicable;

C. The amount of Bonds being proposed for issuance;

D. A debt service schedule for the Bonds;

E. The proposed District debt service tax rate after the closing date of the Bonds;

F. A savings schedule for any refunding Bonds; and

G. Written certification by the District that the District is in compliance in all material respects with the conditions set forth in this Agreement, including without limitation the information necessary to evidence compliance with the requirements of Section 7.04.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement. If the City objects to a Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of thirty (30) days after receiving the

{W0881151.14}  
{W0881151.14}

information required by Sections 7.02(a)(1) or 7.02(a)(2), as applicable, and a period of ten (10) days after receiving the information required by Section 7.02(a)(3) within which to notify the District of the City Objection. If the City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (a) be in writing; (b) be given to the District; (c) be signed by the City Manager or the City Manager's designee; and (d) specifically identify the applicable provision of the Consent Ordinance or this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived by written agreement.

(c) Within thirty (30) days after the closing date of a series of Bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ. The District shall send a copy of any material event notices filed under applicable federal securities laws or regulations to the City Manager within thirty (30) days after filing such notices with the applicable federal agency. If the City requests any additional information regarding any issue of District Bonds, the District will promptly provide any such information to the City.

**Section 7.03. Bond Limit Amount.** The total amount of Bonds issued by the District, excluding refunding Bonds, shall not exceed \$14,100,000 unless approved by the City.

**Section 7.04. Terms and Conditions of Bonds.**

(a) Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(1) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(2) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than ninety-seven percent (97%) of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

{W0881151.14}  
{W0881151.14}

(4) The District shall reserve the right to redeem its Bonds not later than the tenth (10<sup>th</sup>) anniversary of the closing date of such Bonds, without premium;

(5) No variable rate Bonds shall be issued by the District;

(6) No Bonds (other than refunding Bonds) shall be issued by the District subsequent to the fifteenth (15<sup>th</sup>) anniversary of the Effective Date of this Agreement;

(7) Any refunding Bonds must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(8) Capitalized interest shall not exceed three years interest.

**Section 7.05. Notification for Bond Reviews.** The District agrees to include, in each application to the TCEQ for the approval of the issuance of Bonds, the terms and conditions of **ARTICLE VII** of this Agreement. The Owner and the District each agree that no Developer will be permitted to request reimbursement or authorization to reimburse any costs or expenses not authorized by this Agreement.

**Section 7.06. Limit of City's Liability.** Unless the City dissolves the District and assumes the assets and liabilities of the District under **ARTICLE VIII** below, the Bonds or any other obligations of the District shall never become an obligation of the City. The City's obligations under this Agreement shall not extend beyond its express agreements hereunder, including the obligations to operate and maintain the District Improvements after conveyance to the City and to use the District Improvements to serve the Land.

#### **ARTICLE VIII DISSOLUTION OF DISTRICT**

**Section 8.01. Dissolution.** The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City shall assume the indebtedness and legal obligations of the District to the extent required by law.

#### **ARTICLE IX CONCEPT PLAN AND DEVELOPMENT MATTERS**

**Section 9.01. Phased Development.** Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

**Section 9.02. Concept Plan.** The City hereby confirms: (i) its approval of the Concept Plan, and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments

{W0881151.14}  
{W0881151.14}

10

{W1027117.1}

17

{W1028962.3}

88



and widths, and other matters shown on the Concept Plan, and confirms that the Concept Plan has been approved by all required City departments, boards, and commissions.

**Section 9.03. "Developer" Status.** If and as the Owner, or any successor or permitted assignee of the Owner, initiates development of all or any portion of the Land, the Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a "Developer" under this Agreement as to the portion of the Land described in the notice.

**Section 9.04. Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; 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, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owner and any Developer hereunder has vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City's ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

**Section 9.05. Term of Approvals.** Except as provided below, the Concept Plan will be effective for the term of this Agreement. Any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law will be effective for the term of this Agreement. The Concept Plan will be deemed to have expired if no final plat of the Land is recorded for a period of five (5) years after the Effective Date of this Agreement or five (5) years expires after the recordation of the last final plat.

**Section 9.06. Amendments to Concept Plan.** Due to the fact that the Land comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Land will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments; minor changes in lot lines; the designation of land for public or governmental uses; changes in lot sizes that do not result in an increase in the overall density of development of the Land (including any increase in lot sizes resulting in a decrease in the total number of lots); or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent

{W0881151.14}  
{W0881151.14}

with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld.

**Section 9.07. Director Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

**Section 9.08. Other Utilities.** The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide "bundled" utilities within the Land.

**Section 9.09. 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 City and will be promptly removed when no longer needed.

**Section 9.10. Impact Fees.** Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City's water, wastewater, and/or roadway systems, as applicable, for the living unit equivalents of service for which impact fees have been paid.

#### ARTICLE X AUTHORITY

**Section 10.01. Authority.** This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects.

#### ARTICLE XI TERM, ASSIGNMENT, AND REMEDIES

**Section 11.01. Term.** The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to ARTICLE II) shall continue until the District is dissolved in accordance with ARTICLE VIII.

{W088151.14}  
{W088151.14}

12

{W1027117.1}

19

{W1028962.3}

90

**Section 11.02. 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 City, the Owner, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

**Section 11.03. Assignment.**

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the City's consent, 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 City. The City's consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Meritage Homes of Texas, L.L.C and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If the Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Developer, the City may pursue all remedies against that nonperforming Developer(s), but will not impede development activities of any performing Developer as a result of that nonperformance.

(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 developed and improved lot within the Land.

**Section 11.04. Remedies.**

(a) If the City defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 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; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If the Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 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 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Williamson County District Court or

{W08815114}  
{W08815114}

terminate this Agreement; however, except as permitted by Section 2.02, any such remedy will not revoke the City's consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owner may give Notice to the District. If the District fails to cure any Monetary Default within 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 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owner may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(d) 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.

**Section 11.05- Cooperation.**

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Williamson County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties 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.

**ARTICLE XII  
MISCELLANEOUS PROVISIONS**

**Section 12.01. 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:

CITY: City of Round Rock  
221 East Main Street  
Round Rock, Texas 78664  
Attn: City Manager

{W0881151.14}  
{W0881151.14}

With Required Copy to: Stephan L. Sheets  
Sheets & Crossfield  
309 E. Main Street  
Round Rock, Texas 78664-5264

OWNER: c/o Scott Cressman  
3232 Trexler Road  
Texarkana, Texas 75501

With Required Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And Required Copy to: Meritage Homes of Texas, LLC  
8920 Business Park Drive, Suite 350  
Austin, Texas 78759  
Attn: Elliot Jones

DISTRICT: John W. Bartram  
Armbrust & Brown, PLLC  
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. The Owner may, by giving at least five days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

**Section 12.02. 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 12.03. 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 12.04. 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 12.05. Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written,

{W0881151.14}  
{W0881151.14}

15

{W1027117.1}

22

{W1028962.3}

93

between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

**Section 12.06. 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. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**Section 12.07. 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 12.08. Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner 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.

**Section 12.09 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.

{W088151.14}  
{W088151.14}

16

{W1027117.1}

23

{W1028962.3}

94

**Section 12.10. 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 12.11. No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the City, 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 City, the District, and the Owner (and any permitted assignee of the Owner).

**Section 12.12. Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

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

**Exhibit B - Concept Plan**

**Exhibit C - City Consent Resolution**

**Exhibit D - Depiction of Kenny Fort Boulevard Realignment and Park Land**

\* \* \*

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

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

{W0881151.14}  
{W0881151.14}

17

{W1027117.1}

24

{W1028962.3}

95

COUNTERPART SIGNATURE PAGE TO  
CONSENT AND DEVELOPMENT AGREEMENT

CITY OF ROUND ROCK

By: Craig Morgan  
Craig Morgan, Mayor

Date: 5.9.19

THE STATE OF TEXAS     §  
                                                          §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on May 9<sup>th</sup>, 2019, by  
Craig Morgan, Mayor of the City of Round Rock, a home-rule city on behalf of said City.

SARA L. WHITE  
Notary Public Signature

(Seal)



2-2019-0209  
{W088151-14}

18

{W1027117.1}

25

{W1028962.3}

96



COUNTERPART SIGNATURE PAGE TO  
CONSENT AND DEVELOPMENT AGREEMENT

**OWNER:**

**CRESSMAN ENTERPRISES, LP**, a Texas limited partnership

By: Cressman Enterprises GP, L.L.C, a Texas limited liability company, its General Partner

By: *Scott Cressman*  
Scott Cressman, Managing Member

Date: 5/2/19

**KATHRYN A. CRESSMAN**

*Scott M. Cressman* *Kathryn A. Cressman*  
Scott M. Cressman, Agent  
(Attorney-in-Fact)

Date: 5/2/19

**ESTATE OF MARVIN R. CRESSMAN,  
A/K/A MARVIN RICHARD CRESSMAN,  
DECEASED**

*Scott Mark Cressman*  
Scott Mark Cressman, Independent  
Executor of the Estate of Marvin R.  
Cressman, a/k/a Marvin Richard  
Cressman, Deceased

Date: 5/2/19

[Notary Acknowledgments for Developer on Following Page]

{W0881151.14}

19

{W1027117.1}

26

{W1028962.3}

97

THE STATE OF TEXAS §  
COUNTY OF Bowie §

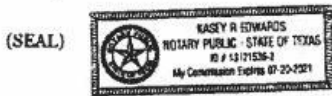
This instrument was acknowledged before me on the 2 day of May, 2019, by Scott Cressman, Managing Member of Cressman Enterprises GP, I.L.C, a Texas limited liability company, General Partner of Cressman Enterprises, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Kasey R. Edwards  
Notary Public Signature

THE STATE OF TEXAS §  
COUNTY OF Bowie §

This instrument was acknowledged before me on the 3 day of May, 2019, by Scott M. Cressman, Agent (Attorney-in-Fact) of Kathryn A. Cressman, on behalf of Kathryn A. Cressman.



Kasey R. Edwards  
Notary Public Signature

THE STATE OF TEXAS §  
COUNTY OF Bowie §

This instrument was acknowledged before me on the 2 day of May, 2019, by Scott Mark Cressman, Independent Executor of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased, on behalf of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased.



Kasey R. Edwards  
Notary Public Signature



**EXHIBIT A**  
**Metes and Bounds Description of the Land**  
**[attached]**

{W0881151.14}  
{W0881151.14}

22

{W1027117.1}

29

{W1028962.3}

100



**Land Surveyors, Inc.**  
 8000 Anderson Square Bldg., Suite 101  
 Austin, Texas 78757  
 Office: 512.374.9722  
 Firm Reg. No. 10015100

**METES AND BOUNDS DESCRIPTION**

BEING 174.21 ACRES OF LAND, OUT OF THE WILLIS DONAHU SURVEY, ABSTRACT NUMBER 173 AND THE P.A. HOLDER SURVEY, ABSTRACT NUMBER 297, BOTH IN WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF THREE PARCELS: PARCEL ONE BEING 162.35 ACRES OF LAND AND BEING A PORTION OF 134.62 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1"; AND ALSO BEING A PORTION OF AN 81.41 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2000063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 2"; PARCEL TWO BEING A 9.77 ACRE TRACT OF LAND OUT OF SAID 81.41 ACRE TRACT; AND PARCEL THREE BEING 2.09 ACRES OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 3", AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**"PARCEL 1" DESCRIPTION (162.35 ACRES)**

BEGINNING at a calculated point in the west line of said 134.62 acre tract, being in the east line of a 33.302 acre tract of land conveyed to the State of Texas by instrument of record in Volume 1976, Page 515 of the Official Records of Williamson County, Texas, known therein as "Part 1", from which a 1/2" rebar found on the west line of the 134.62 acre tract and being in the east line of the said 30.302 acre tract, bears North 02°06'14" West a distance of 335.30 feet (record North 02°20'05" West a distance of 335.30 feet);

THENCE North 80°08'57" East crossing through the 134.62 acre tract a distance of 1313.52 feet to a calculated point being in the east line of the 134.62 acre tract and the west line of lot 21 in the Jackie Thomson Subdivision a subdivision of record in Cabinet 1, Slides 94-96, of the Plat Records of Williamson County, Texas;

THENCE South 12°11'04" East (record South 09°35' East) along the east line of the 134.62 acre tract and the west line of said Jackie Thomson Subdivision, a distance of 763.38 feet (record 763.08 feet) to a 1/2" rebar found for the southwest corner of Lot 19, Jackie Thomson Subdivision, and being the northwest corner of Lot 18, Jackie Thomson Subdivision;

THENCE along the east line of the 134.62 acre tract and the west line of the Jackie Thomson Subdivision the following two (2) courses:

1. South 01°37'09" West a distance of 1736.34 feet (record: South 04°13'12" West a distance of 1736.30 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

ENCLOSURE "A"

{W0881151.14}  
 {W0881151.14}

{W1027117.1}

2. South 01°43'24" West a distance of 159.55 feet (record: South 04°20'29" West a distance of 159.57 feet) to a 1/2" rebar found for the southwest corner of Lot 13, Jackie Thomson Subdivision, and being in the north line of said 81.41 acre tract;

THENCE North 88°20'30" East (record: South 89°05'10" East), along the north line of the R1.41 acre tract and the south line of the Jackie Thomson Subdivision, passing at a distance of 564.27 feet (record: 564.63 feet) a 1/2" rebar found for the southeast corner of said Lot 13, Jackie Thomson Subdivision and the southwest corner of Lot 12, Jackie Thomson Subdivision, and continuing along the north line of the 81.41 acre tract and the south line of said Lot 12, Jackie Thomson Subdivision for a total distance of 1044.14 feet (record: 1043.76 feet) to a 1/2" rebar found for the northeast corner of the R1.41 acre tract, being the southeast corner of Lot 12, Jackie Thomson Subdivision and also being the southwest corner of a 75.874 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2004059024 of the Official Public Records of Williamson County, Texas, and also being the northwest corner of a 71.110 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Volume 1760, Page 475 of the Official Records of Williamson County, Texas, and Document Number 1989006727 of the Official Records of Williamson County, Texas;

THENCE along the east line of the R1.41 acre tract and the west line of said 71.110 acre tract the following four (4) courses:

1. South 00°34'09" East a distance of 358.63 feet (record: South 01°59'20" West a distance of 359.79 feet) to a 1/2" rebar found;
2. South 00°37'36" East a distance of 190.30 feet (record: South 01°58'49" West a distance of 190.30 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.;"
3. South 00°48'29" East a distance of 162.53 feet (record: South 01°47'57" West a distance of 162.84 feet) to a 1/2" rebar found;
4. South 00°38'14" East a distance of 227.30 feet (record: South 01°37'52" West a distance of 227.30 feet) to a 1/2" rebar set with plastic cap stamped "BASELINE, INC.;" for a point of curvature in the east line of the R1.41 acre tract and the west line of the 71.110 acre tract;

THENCE crossing through the R1.41 acre tract the following three (3) courses:

1. Along a tangential curve to the right, having a radius of 1009.86 feet (record: 1009.86 feet), a length of 1371.47 feet (record: 1371.497 feet), a delta angle of 77°48'04" (record: 77°48'44" ), and a chord which bears South 28°15'10" West a distance of 1268.48 feet (record: South 28°15'10" West a distance of 1268.52 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.;"
2. South 77°10'22" West a distance of 349.55 feet (record: South 77°08'19" West a distance of 349.55 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.;" for a point of curvature;
3. Along a tangential curve to the left, having a radius of 955.00 feet (record: 955.00 feet), a length of 430.81 feet (record: 430.81 feet), a delta angle of 75°50'47" (record: 26°50'19" ), and a chord which bears South 64°13'54" West a distance of 427.16 feet (record: South 64°13'10" West a distance of 427.03 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.;"

Exhibit "A"

{W0881151.14}  
{W0881151.14}

24

{W1027117.1}

31

{W1028962.3}

102

THENCE South 87°40'59" West (record South 89°42'01" West), along the South line of the 81.41 acre tract, a distance of 83.61 feet (record: 84.07 feet) to a 1/2 rebar found for the southwest corner of the 81.41 acre tract, and being in the east line of Lot 29, Block E, Legends Village Section 2, Phase 4, a subdivision of record in Document Number 2010074632 of the Official Public Records of Williamson County, Texas;

THENCE North 09°58'00" East (record: North 12°34'57" East), along the west line of the 81.41 acre tract and the east line of said Block E, Legends Village Section 2, Phase 4 a distance of 1163.69 feet (record: 1163.76 feet) to a 1/2 rebar found for the northeast corner of Lot 5A, Block E, Legends Village Section 2, Phase 4;

THENCE continue along the west line of the 81.41 acre tract and the north line of Block E, Legends Village Section 2, Phase 4 the following two (2) courses:

1. North 84°21'16" West a distance of 177.68 feet (record: North 81°44'19" West a distance of 177.68 feet), to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.;"
2. North 88°23'23" West a distance of 479.83 feet (record: North 85°47'31" West a distance of 480.92 feet) to a 1/2" rebar found in the north line of Lot 10, Block E, Legends Village Section 2, Phase 4, and being the southeast corner of Lot 7, Block G, Legends Village Section 2, Phase 3, a subdivision of record in Document Number 2011038590 of the Official Public Records of Williamson County, Texas;

THENCE North 00°53'17" East (record: North 03°30'41" East), continuing along the west line of the 81.41 acre tract and the east line of said Block G, Legends Village Section 2, Phase 3, a distance of 439.27 feet (record: 439.65 feet) to a 1/2" rebar found for the northwest corner of the 81.41 acre tract, being in the south line of the 134.62 acre tract, and also being the northeast corner of Lot 1, Block G, Legends Village Section 2, Phase 3;

THENCE South 88°57'23" West (record: North 88°26'57" West), along the south line of the 134.62 acre tract and the north line of Block G, Legends Village Section 2, Phase 3, a distance of 608.49 feet (record: 599.50 feet) to a 1/2" rebar found for the southwest corner of the 134.62 acre tract, being the northwest corner of Lot 14, Block F, Legends Village Section 2, Phase 3, and also being in the east line of the 33.302 acre tract;

THENCE along the west line of the 134.62 acre tract and the east line of the 33.302 acre tract the following three (3) courses:

1. North 17°20'44" East a distance of 294.02 feet (record: North 19°55'18" East a distance of 293.75 feet) to a 1/2" rebar found for a point of curvature;
2. Along a sagittal curve to the left, having a radius of 2954.43 feet (record: 2954.43 feet), a length of 1122.13 feet (record: 1124.02 feet), a delta angle of 21°45'42" and a chord which bears North 08°10'07" East a distance of 1115.40 feet (record: North 08°13'53" East a distance of 1117.25 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.," for a point of tangency;
3. North 02°06'14" West (record: North 02°20'05" West), passing at a distance of 1031.02 feet a 1/2" iron pipe found, and continuing for a total distance of 1599.06 feet (record: 1599.06) to a 1/2" rebar found (at the POINT OF BEGINNING) of "PARCEL 1"

Exhibit "A"

{W0881151.14}  
{W0881151.14}

{W1027117.1}

This tract contains 162.35 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

"PARCEL 2" DESCRIPTION (9.77 ACRES)

BEGINSING at a 1/2" rebar set with plastic cap stamped "BASELINE, INC." in the east line of the 81.41 acre tract and also being in the west line of a 9.258 acre tract of land conveyed in the City of Round Rock, Texas by instrument of record in Document Number 2014056270 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found bears North 00°40'22" West a distance of 153.40 feet (record North 01°55'02" East a distance of 153.40 feet).

THENCE South 00°40'22" East (record: South 01°55'02" West), along the east line of the 81.41 acre tract and the west line of said 9.258 acre tract, a distance of 249.48 feet (record: 249.48 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."

THENCE South 01°24'17" East (record: South 01°10'47" West), continuing along the east line of the 81.41 acre tract, the west line of the 9.258 acre tract, and the west line of the remainder of a 101.110 acre tract conveyed to the City of Round Rock, Texas by instrument of record in Volume 1768, Page 451 of the Official Records of Williamson County, Texas, a distance of 348.85 feet (record: 348.79 feet) to a 1" iron pipe found for a southeast corner of the 81.41 acre tract, being the northeast corner of a 10.516 acre tract of land conveyed to Jonathan Mashey Mitchell and Connie Mitchell by instrument of record in Document Number 1999074908 of the Official Public Records of Williamson County, Texas.

THENCE along the south line of the 81.41 acre tract and the north and west line of said 10.516 acre tract the following two (2) courses:

1. South 84°30'10" West a distance of 780.21 feet (record: South 87°06'37" West a distance of 780.37 feet) to a 600 nail found in the approximate centerline of an asphalt drive;
2. South 11°17'24" East a distance of 500.03 feet (record: South 08°40' East a distance of 500.08 feet) to a 600 nail found in the approximate centerline of said asphalt drive, being the westermost southeast corner of the 81.41 acre tract, and also being the northeast corner of a 4.680 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2014027065 of the Official Public Records of Williamson County, Texas and herein known as Reference Point "A".

THENCE continue along the south line of the 81.41 acre tract and the north line of said 4.680 acre tract the following seven (7) courses:

1. South 85°51'19" West a distance of 250.62 feet (record: South 88°25'43" West a distance of 250.41 feet) to a 3/8 rebar found;
2. North 82°42'31" West a distance of 142.60 feet (record: North 80°03' West a distance of 142.70 feet) to a 3/8 rebar found;
3. North 58°37'07" West a distance of 69.36 feet (record: North 56°06' West a distance of 69.40 feet) to a 3/8 rebar found;

End of "A"

{W0881151.14}  
{W0881151.14}

{W1027117.1}



- 4. North 28°19'17" West a distance of 65.01 feet (record: North 25°46' West a distance of 65.00 feet) to a cotton spindle with washer found;
- 5. North 01°48'42" West a distance of 136.78 feet (record: North 00°48'30" East a distance of 137.00 feet) to a 3/8" rebar found;
- 6. South 87°59'46" West a distance of 57.83 feet (record: North 89°11'30" West a distance of 58.00 feet) to a 3/8" rebar found;
- 7. North 13°15'21" West a distance of 140.43 feet (record: North 08°55' 32" West a distance of 140.43 feet) to a 3/8" rebar found; from which a 1/2" rebar found bears North 1°15'21" West a distance of 79.15 feet (record: North 08°38'32" West a distance of 79.20 feet);

THENCE crossing through the 81.41 acre tract the following three (3) courses:

- 1. Along a non-tangential curve to the right, having a radius of 1020.00 feet (record: 1020.00 feet), a length of 437.93 feet (record: 437.93 feet), a delta angle of 24°35'58" (record: 24°35'58") and a chord which bears North 64°51'23" East a distance of 434.57 feet (record: North 64°49'35" East a distance of 435.01 feet) to a 1/2" rebar set with plastic cap, stamped "RASELINE, INC.";
- 2. North 77°09'22 East a distance of 84.49 feet (record: North 77°08'19" East a distance of 84.49 feet) to a 1/2" rebar set with plastic cap, stamped "RASELINE, INC." for a point of curvature;
- 3. Along a non-tangential curve to the left, having a radius of 1148.00 feet (record: 1148.00 feet), a length of 998.18 feet (record: 998.18 feet), a delta angle of 50°10'04" (record: 50°10'22") and a chord which bears North 52°04'20" East a distance of 966.80 feet (record: North 52°03'08" East a distance of 966.69 feet) to the POINT OF BEGINNING.

This tract contains 9.77 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

"PARCEL J DESCRIPTION" (2.09 ACRES)

COMMENCING at the aforesaid Reference Point "A",

THENCE South 11°11'27" East (record: South 08°40' East), along the east line of said 4.680 acre tract and the west line of the 10.516 acre tract a distance of 38.84 feet to a 60D nail found for the northwest corner of said 2.09 acre tract, being the southeast corner of the 4.680 acre tract for the POINT OF BEGINNING

THENCE South 13°18'22" East (record: South 08°40' East), along the east line of the 2.09 acre tract and the west line of the 10.516 acre tract and the west line of a 6.16 acre tract of land conveyed to R.A. Wain by instrument of record in Volume 617, Page 812 of the Deed Records of Williamson County, Texas a distance of 179.22 feet (record: 179.27 feet) to a 60D nail found for the southeast corner of the 2.09 acre tract and being in the north line of a 13.101 acre tract of land conveyed to Joseph J. Widdow and Hettler Widdow by instrument of record in Document Number 2816053383 of the Official Public Records of Williamson County, Texas;

Exhibit "A"

{W0881151.14}  
{W0881151.14}

{W1027117.1}

{W1028962.3}

THENCE along the south line of the 2.09 acre tract and the north line of said 13.101 acre tract the following two (2) courses.

1. South 87°34'22" West a distance of 469.69 feet (record: North 89°47' West a distance of 469.70 feet) to a calculated point;
2. North 43°28'09" West a distance of 194.97 feet (record: North 40°49'17" West a distance of 194.98 feet) to a calculated point for an angle point in the south line of the 4.680 acre tract.

THENCE North 01°45'50" West (record: North 90°52'28" East), along the west line of the 2.09 acre tract and the north line of the 4.680 acre tract a distance of 111.26 feet (record: 111.27 feet) to a calculated point, from which a 1/2" rebar found bears North 00°51'36" East a distance of 12.42 feet.

THENCE North 88°14'03" East (record: South 89°07'32" East), along the north line of the 2.09 acre tract and the south line of the 4.680 acre tract a distance of 503.14 feet (record: 503.14 feet) to the POINT OF BEGINNING.

This tract contains 2.09 acres of land, more or less, out of the P. A. Holder Survey, Abstract Number 797 in Williamson County, Texas.

THE TOTAL COMBINED NET ACREAGE OF ALL THREE PARCELS IS 174.21 ACRES.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83/96 CURS

*Ron Wallace* 4/11/19  
 Ron Wallace Date  
 Registered Professional Land Surveyor  
 State of Texas No. 5222

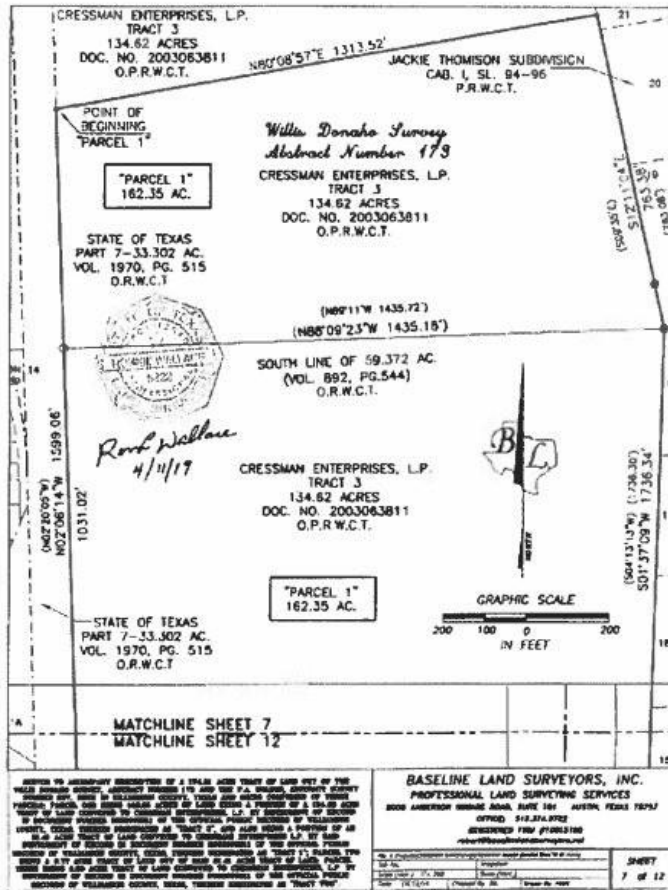


File: S:\Project\Cressman Ranch\Docs\Field Notes\Cressman Ranch Title SF-3 MRB\_in.doc

Figure "A"

{W0881151.14}  
{W0881151.14}

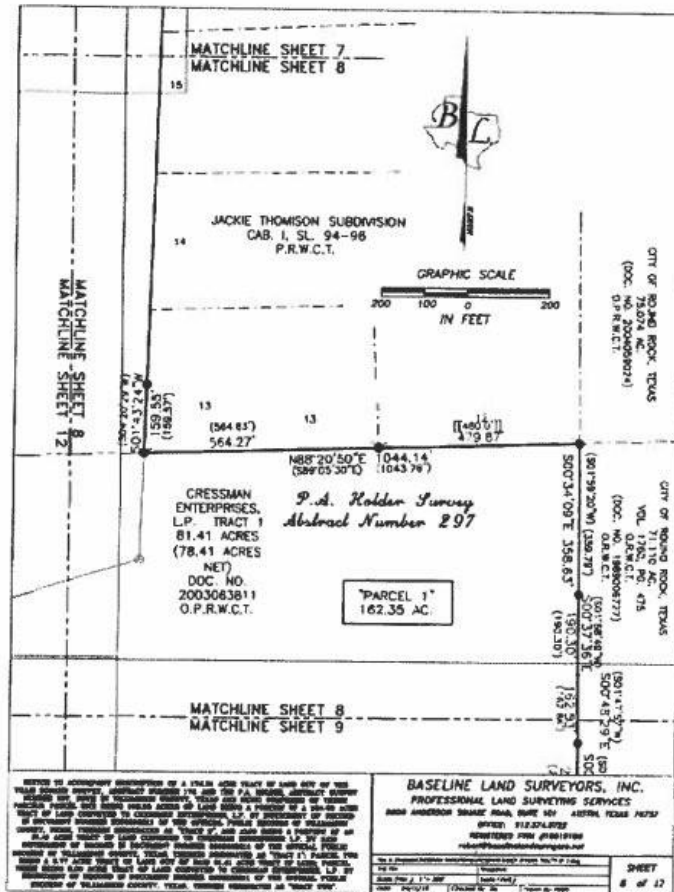
{W1027117.1}



{W0881151.14}  
{W0881151.14}

{W1027117.1}

{W1028962.3}

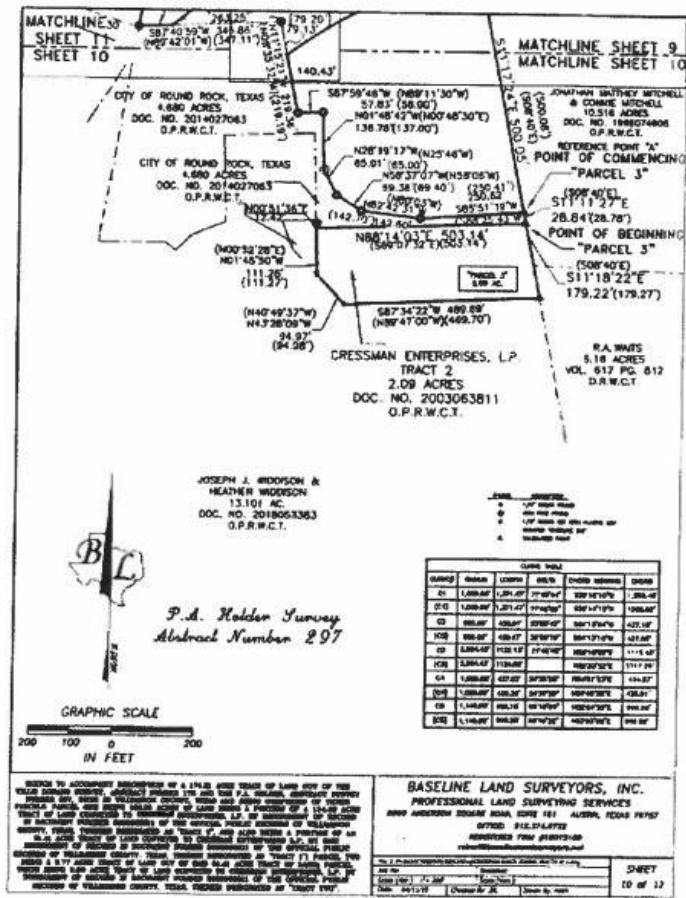


{W088115.14}  
{W088115.14}

{W1027117.1}

{W1028962.3}

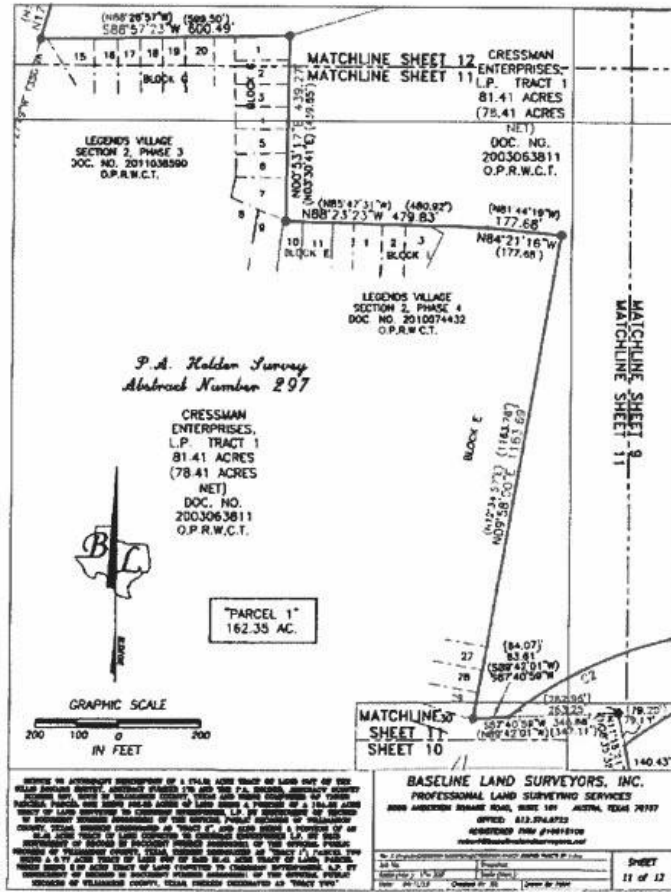




{W0881151.14}  
{W0881151.14}

{W1027117.1}

{W1028962.3}



{W0881151.14}  
{W0881151.14}

33

{W1027117.1}

40

{W1028962.3}

111

**EXHIBIT B**  
Concept Plan  
[attached]

{W0881151.14}  
{W0881151.14}

34

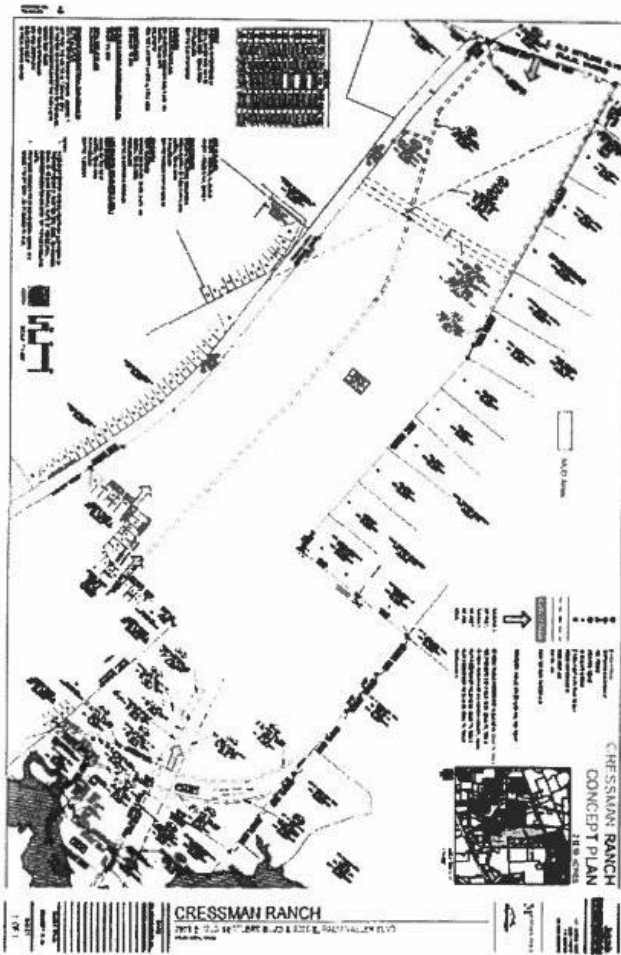
{W1027117.1}

41

{W1028962.3}

112





{W08R151.14}  
 {W0881151.14}

35

{W1027117.1}

42

{W1028962.3}

113

**EXHIBIT C**  
City Consent Resolution  
[attached]

{W0881151.14}  
{W0881151.14}

36

{W1027117.1}

43

{W1028962.3}

114

**EXHIBIT D**

Depiction of Kenny Fort Boulevard Realignment and Park Land  
[attached]

{W0881151.14}  
{W0881151.14}

37

{W1027117.1}

44

{W1028962.3}

115



{W1027117.1}

45

{W1028962.3}

116

**EXHIBIT B**

**DESCRIPTION OF PHASE 2**



10090 W Highway 29 | Liberty Hill, Texas 78642  
DPPUS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

**METES AND BOUNDS DESCRIPTION**

BEING 50.92 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE WILLIS DONAHO JR SURVEY, ABSTRACT NO. 173 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 134.62 ACRE TRACT OF LAND DESCRIBED AS TRACT 3, IN A WARRANTY DEED TO CRESSMAN ENTERPRISES, L.P., AS RECORDED IN DOCUMENT NO. 2003063811, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar with cap stamped "LSI SURVEY" set in the East line of said 134.62 acre tract and the West line of Lot 21, JACKIE THOMISON SUBDIVISION, recorded in Cabinet I, Slide 94-96 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), from which a 1/2-inch rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 134.62 acre tract and in the West line of Lot 30, said JACKIE THOMISON SUBDIVISION, also being in the existing South right-of-way line of County Road 113 (Old Settlers Boulevard - R.O.W. Varies), bears North 12°11'04" West a distance of 1521.24 feet;

**THENCE** with the East line of said 134.62 acre tract and the West line of said JACKIE THOMISON SUBDIVISION, the following two (2) courses and distances:

1. **South 12°11'04" East** a distance of **763.38** feet to 1/4-inch rebar found for the Southwest corner of Lot 19 and the Northwest corner of Lot 18, said JACKIE THOMISON SUBDIVISION; and
2. **South 01°37'09" West** a distance of **961.62** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set, in the East line of said 134.62 acre tract and the West line of Lot 15, said JACKIE THOMISON SUBDIVISION;

**THENCE** over and across said 134.62 acre tract, the following seventeen (17) courses and distances:

1. **North 88°21'47" West** a distance of **20.00** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
2. **North 88°22'51" West** a distance of **175.00** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;



© 2005 Jack H. Cressman Development, Incorporated P.O. Box 1

5504 Lot 3

3. **South 01°37'09" West** a distance of **11.90** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
4. **North 88°53'36" West** a distance of **326.34** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
5. **North 00°36'24" East** a distance of **15.77** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
6. **North 89°23'36" West** a distance of **259.54** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
7. **South 00°45'32" East** a distance of **24.17** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
8. **South 51°15'22" West** a distance of **16.13** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
9. Along a curve to the **Right** having a radius of **60.00** feet, an arc length of **70.80** feet, a delta angle of **67°36'35"**, and a chord which bears **South 04°56'21" East** a distance of **66.76** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
10. **South 61°08'03" East** a distance of **7.70** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
11. **South 03°20'32" West** a distance of **163.66** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
12. **North 85°10'50" West** a distance of **64.34** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
13. **South 87°53'46" West** a distance of **200.00** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
14. **North 02°06'14" West** a distance of **17.70** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
15. **South 89°02'14" West** a distance of **180.71** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
16. Along a curve to the **Right** having a radius of **3375.00** feet, an arc length of **10.25** feet, a delta angle of **00°10'26"**, and a chord which bears **South 00°52'33" East** a distance of **10.25** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set; and



17. **South 89°12'40" West** a distance of **130.75** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set in West line of said 134.62 acre tract and in the East line of said 33.302 acre tract;

THENCE with the West line of said 134.62 acre tract and the East line of said 33.302 acre tract, the following two (2) courses and distances:

1. Along a curve to the **Left** having a radius of **2954.43** feet, an arc length of **133.54** feet, a delta angle of **02°35'23"**, and a chord which bears **North 01°25'03" West** a distance of **133.52** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set; and
2. **North 02°06'14" West** a distance of **847.68** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;

THENCE over and across said 134.62 acre tract, the following two (2) courses and distances:

1. **North 23°43'57" East** a distance of **893.69** feet to 1/2-inch rebar with cap stamped "LSI SURVEY" set;
2. **North 80°08'57" East** a distance of **920.46** feet to the **POINT OF BEGINNING** and containing 50.92 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 Adjustment), Central Zone (4203).

Distances and areas shown hereon are grid values represented in U.S. Survey Feet.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

  
Travis S. Tabor  
Registered Professional Land Surveyor  
State of Texas No. 6428



Job Number: 204033  
Attachments: 1-20053 - KICS Occasand AEDDW (Chemical) Ph 3.dwg

LSI

1170033 - KICS Occasand AEDDW (Chemical) Ph 3.dwg

Sheet 1 of 2

{W1027117.1}

48

{W1028962.3}

119



{W1027117.1}

{W1028962.3}