

EXHIBIT

"B"

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), is made and entered by and between **Frontera Hillside Land, LP**, a Texas limited partnership with offices located at 1717 West 6th Street, Suite 108, Austin, Texas 78703, referred to herein as the "Owner," and the **City of Round Rock, Texas**, a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Owner and the City are hereinafter referred to collectively as the "Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Owner is the record title holder of the property located at the northeast corner of CR 172 and SH 45 in Round Rock, Texas 78681, and described as 10.0634 acres of land, more or less, in Williamson County, Texas, as shown in the attached Exhibit "A-1". Subject to the provisions below regarding incorporation of the Out Tract, as defined below, the legal description on Exhibit "A-1" attached hereto is herein called the "Legal Description", incorporated herein by reference for all purposes (and the land described on Exhibit "A-1" is herein called the "Property"), and

WHEREAS, Owner has represented to the City that Owner intends to acquire the land described on Exhibit "A-2" attached hereto (herein called the "Out Tract"), and if Owner acquires the Out Tract, the term "Legal Description" as used herein shall thereafter mean and include the legal descriptions attached hereto as Exhibit "A-1" and "A-2" and the term "Property" shall thereafter mean and include the land described on Exhibit "A-1" and "A-2", and

WHEREAS, the City has determined that it is desirable for the Property to be developed as described herein and to receive water and wastewater service within the Property from the City notwithstanding the fact that the Property is located adjacent to but outside the City's corporate limits but within the City's certificated water and wastewater (sewer) service area, and

WHEREAS, the City does not have an existing Out-of-City Water and Wastewater Service Agreement with the Owner to provide water and wastewater service to the Property, and

WHEREAS, the Parties acknowledge and agree that this Agreement satisfies the requirements of Section 212.172 of the Texas Local Government Code (the "TLGC"), and in recognition of the mutual benefits to be derived from the reasonably managed development of the Property, including the increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, the Parties desire to enter into this Agreement, pursuant to Section 212.172 of the TLGC; extending the City's regulatory authority over the Property by providing for the regulations and planning authority of the City to be applicable to the Property as provided herein; and authorizing enforcement by the City of certain of the City's land use and development regulations, as modified by and subject to the terms of this Agreement; and

WHEREAS, the Owner and the City desire to enter into this Agreement to formalize the terms by which the Property will be developed and the terms in which the City will provide up to one-hundred eighty-three (183) Living Unit Equivalents ("LUEs") to accommodate domestic and

eight (8) LUEs to accommodate irrigation for water and wastewater service to the Property for the Agreement term, and

WHEREAS, pursuant to the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, the City Council hereby determines that there is adequate capacity of water and wastewater treatment services available for the purpose of servicing the Property without impairing services within the City;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, and the covenants and agreements hereinafter contained to be kept and performed by the respective Parties hereto, it is agreed as follows:

Part A. Provisions Related to Retail Water and Wastewater Services

Article I. Owner's Obligations Under this Agreement

1.01 Owner shall be required to install City-maintained water and wastewater lines to the Property to the connection points as generally depicted on **Exhibit "C"** attached hereto and incorporated herein (the "Utility Facilities") and shall be responsible for the design and construction of the water and wastewater lines and obtaining the necessary easements, if any, for the Utility Facilities, including irrigation. Owner agrees to abide by all mandatory and voluntary use restrictions imposed by the City on its own citizens.

1.02 Owner shall be required to obtain a permit from the City's Planning and Development Services Office for the construction of the water and wastewater lines and pay all associated fees.

1.03 Owner shall construct the water and wastewater lines in compliance with the City's Code of Ordinances.

1.04 Owner shall comply with all requirements of the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, regarding the furnishing of water and wastewater services outside the city limits, a copy of such Sec. 4-80 being attached hereto as Exhibit "B", incorporated herein by reference. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.

Article II. Provision of Water and Wastewater Services

2.01 The City agrees to provide Owner water and wastewater service as required by Owner for domestic, fire flow, and irrigation uses on an as-needed basis for the Property for up to one-hundred eighty-three (183) LUEs (based on a calculation 0.5 LUEs per allowed multi-family unit) to accommodate domestic and eight (8) LUEs to accommodate irrigation.

2.02 The water and wastewater service to be provided herein is exclusively for the Property as defined herein and described in Exhibit "A-1" and "A-2" but no other property.

Article III. Rates and Fees

3.01 Prior to connecting to the City's water and wastewater system, Owner agrees to pay City a one-time water and wastewater connection fee of \$7,833.00 per LUE for domestic and fire and \$4,912.00 per LUE for irrigation (collectively the "Connection Fees"), and any associated inspection fees. Any additional service resulting from future additions built on the Property shall require Owner to pay additional Connection Fees in accordance with Zoning and Development Code, Chapter 4, Article VI, Sec. 4-82, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

3.02 Owner agrees to pay City for all water and wastewater services provided to Owner at the rate authorized by Chapter 44, Article II, Sec. 4-34, Code of Ordinances (2018 Edition), City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City.

3.03 The City shall render a monthly bill to Owner for water and wastewater services. Payment shall be made no later than the sixteenth (16th) day following the mailing of the bill. Failure by Owner to make a payment when and as specified, subject to the notice and opportunity to cure provisions of Part C, Sections 1.07 and 1.09 below, will give the City the option to terminate such service following the same City rules the City applies to other customers within the City.

3.04 Owner shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

4.01 Owner agrees to comply with all of the City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the water and wastewater treatment system.

4.02 Owner agrees to pay the one-time water and wastewater connection fee as set forth in Section 3.01 of this Agreement, and to pay all other fees applicable to water and wastewater service.

4.03 Owner agrees and understands that the City's willingness to provide water and wastewater service to the Property is expressly contingent on the Property being used for residential purposes (including multifamily residential purposes, and associated amenities such as swimming pools). Owner shall not change or expand the uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

4.04 Owner agrees that it will comply with all of the applicable City ordinances regarding subdivisions and any other development requirements as set forth herein.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure” includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Owner for failure to provide water and wastewater service due to an inability covered by this article. Force majeure shall not relieve Owner of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

6.01 The term of this Agreement shall be for a term of thirty (30) years from the effective date hereof. Owner may, at the City’s reasonable discretion, renew this Agreement for an additional thirty (30) years before the expiration of the initial term.

Part B. Development Plan

Article I. General Provisions

1.01 Conformity With Development Standards. All uses and development within the Property shall conform to the Development Standards included in Article II of Part B., below.

1.02 Changes And Modifications. No changes or modifications will be made to the terms and conditions of development of the Property set forth in this Agreement (the “Plan”) unless all provisions pertaining to changes or modifications are specifically stated in Article II below.

1.03 Miscellaneous Provisions.

1.03.1 Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

1.03.2 Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

1.03.3 Effective Date

This Plan shall be effective from and after the date of approval of this Agreement by the City Council.

Article II. Development Standards

2.01 Definitions.

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances in effect on the Effective Date of this Agreement, as amended, hereinafter referred to as "the Code."

2.02 Property; Legal Lot.

2.02.1 Legal Description

This Plan covers approximately 10.0634 acres of land and more particularly described in Exhibit "A-1"; provided, that, subject to the acquisition of the Out Tract, the Plan shall cover both the land described on Exhibit "A-1" and "A-2".

2.02.2 Subdivision Platting

In accordance with Section 4-10(a) of the Zoning & Development Code, and subject to the terms and limitations of this Agreement and Chapter 245, the Property may not be served or connected with City utilities unless a plat has been approved and recorded.

2.02.3 Site Development Permit

The Parties agree that the Property will undergo the Site Development Permit process including utility connections and utility design, drainage, driveways, and development items noted below.

2.03 Purpose.

The purpose of this Plan is to ensure a development with a mainly residential component with associated uses that: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

2.04 Applicability Of City Ordinances.

Zoning Ordinance

- a. All aspects not specifically covered by this Plan shall be regulated by the MF-3 zoning district in Zoning and Development Code, Chapter 2, Article II, Sec. 2-24, Code of Ordinances (2018 Edition), City of Round Rock, Texas in effect on the Effective Date of this Agreement, as amended by the terms of this Agreement. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.
- b. A separate planned unit development (PUD) application per Sec. 2-24 (a) shall not be required.

2.05 Project Overview.

Land Use:

- a. The residential housing type shall be multifamily rental units.
- b. A maximum of 365 units shall be allowed.

2.06 Building Setbacks and Height

- a. All street-side buildings shall be a minimum of fifteen feet (15') from the right-of-way as it exists on the Effective Date of this Agreement.
- b. The maximum building height shall be four (4) stories.

2.07 Parking

- a. On-site parking shall be required at the following rate:
 - a. 1 space per 1-bedroom unit,
 - b. 2 spaces per 2-bedroom unit,
 - c. 2.5 spaces per 3+-bedroom unit.
- b. Parking may be provided in a structured garage, detached garages, tuck-under garages, or surface parking lots.

2.08 Design Features.

- a. The exterior finish of all buildings shall be composed of a minimum of two

of the following materials: natural stone, brick, stucco, fiber cement siding such as Hardie Board, or comparable equivalent approved by the Zoning Administrator. The façade of each building that directly faces CR 172 shall include a minimum of twenty-five percent (25%) natural stone, brick, or stucco. EIFS and thin adhered masonry veneers are explicitly prohibited.

- b. Residential stairwells shall not be visible from any public right-of-way.
- c. Detached parking structures are prohibited in any street yard.

2.09 Amenities Requirement.

- a. A minimum of four (4) amenities accessible to all residents shall be provided. Amenities shall be chosen from the list contained in Section 2-24(d)(4) of the Zoning and Development Code.
- b. A minimum of three (3) streetscape features per Sec. 2-24(d)(6) will be required. An eight-foot wide meandering sidewalk as generally depicted in Exhibit "D" along the frontage of CR 172 shall be accepted as one (1) of the three (3) required streetscape features.

2.10 Parkland Requirement.

In lieu of any parkland dedication from the Property, Owner agrees to pay the City the Parkland Impact Fee of four thousand dollars per acre (\$4,000.00/acre). This fee shall be due prior to plat recordation.

2.11 Landscaping and Tree Protection.

- 2.11.1 The landscaping standards outlined in Section 8-10 and the tree protection and preservation standards outlined in Chapter 8, Article III, of the Round Rock Zoning and Development Code, shall apply.
- 2.11.2 If surface parking is placed in the streetyard along CR 172, the following buffer requirements shall be met along that respective roadway:
 - a. One (1) large tree or two (2) small trees per forty (40) linear feet;
 - b. One (1) small tree per sixty (60) linear feet; and
 - c. One (1) large shrub, small shrub, or ornamental grass per four (4) linear feet. Any combination of large shrubs, small shrubs, and ornamental grasses is acceptable.
 - d. The above landscaping shall be planted in a pervious landscape strip measuring no less than eight (8) feet wide and must be located outside any easements.

2.12 Changes to Development Plan.

2.12.1 Minor Changes

The Planning & Development Services Director shall have the authority to administratively approve a minor change to a development Plan of up to ten percent (10%) of any numerical standard contained within the Plan. Minor changes may include, but not be limited to, adjustments to lot lines, parking and loading areas, driveways, parking counts, building configurations and orientations, architectural design, building and landscaping materials, tree retention, street alignments, sidewalks, drainage facilities, project phasing, lighting, and site layout. Minor changes shall not include changes in land use; increases in density, building height, or coverage of the site; or any modification that reduces the quality of the development Plan, as determined by the Planning & Development Services Director.

2.12.2 Major Changes

All changes not permitted above at the sole discretion of the Planning & Development Services Director shall require an amendment to this Agreement and shall be approved by City Council.

2.13 Roadway Improvement Fee.

Owner agrees to pay the City a roadway improvement fee in the amount of \$2,296.13 per unit in three-story buildings (in accordance with the lawfully established rate for low-rise multifamily) and \$1,838.54 per unit in four-story buildings (in accordance with the lawfully established rate for mid-rise multifamily). Said payment must be made contemporaneously with the Owner's payment of the water and wastewater connection fee payment to the City. The City agrees that a traffic impact analysis shall not be required for development of the Property.

2.14 Inspections/Compliance Letters.

Owner shall, at its sole cost, cause all residential structures and units to comply with the latest version of the International Building Code as adopted by the City prior to occupancy. During the course of construction, the Owner shall, at its sole cost, engage a duly licensed and qualified inspector (the "Inspector") to inspect the ongoing construction and certify to the City the Owner's compliance with all development standards included in this agreement and the International Building Code. Upon completion of construction, the Owner shall cause its Inspector or Engineer to issue signed and sealed letters of conformance to the City confirming the Development's compliance.

Part C. Miscellaneous Provisions Applicable to Both the Provision of Water and Wastewater Services & Development Terms

1.01 Owner is prohibited from selling or giving water or wastewater service purchased herein to anyone else located outside of the Property.

1.02 Notwithstanding the provision of Section 1.04 (b) of this Part C, Owner shall, without the consent of the City but upon notice to the City, be permitted to assign its rights herein to (i) an affiliate of Owner and (ii) a bona fide purchaser of the Property, or any portion of the Property, as long as the intended use of the service and the Property remains the same or similar

to the use set forth herein. Furthermore, Owner (and its successors hereunder) shall be entitled to collaterally assign its rights under this Agreement to one or more lenders that hold a deed of trust or mortgage against the Property (and such holder may further assign the Owner's rights under this Agreement to any successor to Owner in title to the Property by reason of a foreclosure or deed in lieu of foreclosure); provided, that, use of the service and the Property by each such successor in title remains the same or similar to the use set forth herein.

1.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

1.04

(a) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

(b) Subject to Section 1.02 of this Part C, this Agreement shall be assignable by either Party with the consent of the other Party, which said consent shall not be unreasonably withheld, PROVIDED, that (i) the Assignee is qualified legally, financially and technologically to fulfill all of the duties, obligations, responsibilities and liabilities of the assignor, and (ii) the assigning Party presents the non-assigning Party with a fully executed copy of the assignment agreement between the assigning Party and the assignee in which the assignee affirmatively agrees to accept and fully perform all of the assigning Party's duties, obligations, responsibilities and liabilities under this Agreement.

(c) For purposes of this Agreement, the term "Owner" shall mean Frontera Hillside Land, LP, a Texas limited partnership with offices located at 1717 West 6th Street, Suite 108, Austin, Texas 78703, and its respective successors and designated assigns. Upon sale, transfer or conveyance of all or any portion of the Property by Owner to an affiliate or a designated third party owner/developer, the duties and obligations of the respective Owner, as it relates to the respective Property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties, obligations, responsibilities and liabilities hereunder, the respective selling or assigning Owner shall have no further liability relating to the respective Property so sold and conveyed.

1.05 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.06 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter.

1.07 The violation by Owner of any of City's ordinances related to the use or disposition of water or wastewater, or to subdivision ordinances or the development plan set forth herein shall render this Agreement voidable at the option of City; provided the City gives written notice of the

violation to Owner, and Owner fails to cure, or initiate good faith diligent efforts to cure within thirty (30) business days.

1.08 The Parties agree that the review of this Agreement and any required platting or permitting review can be accomplished concurrently to facilitate the efficient and timely completion of the objectives of this Agreement. The City agrees to allow such concurrent reviews notwithstanding any requirement of the City Code.

1.09 Neither Party shall be deemed in breach of or in default under this Agreement until the other Party has provided written notice thereof to the other and such other Party has failed to cure such breach or default within thirty (30) days following receipt of such written notice; provided, that, if the nature of such breach or default is such that it cannot reasonably be expected to be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary, with the exercise of commercial diligence, to cure such breach or default.

No further text on this page.

IN WITNESS HEREOF, the parties have executed this Development Agreement in two (2) counterparts, each of which will be deemed an original on this the _____ day of _____, 2025.

SIGNATURE PAGES FOLLOW

Owner:

FRONTERA HILLSIDE LAND, LP
a Texas limited partnership

By: **Frontera Hillside, LLC**
a Texas liability company
its general partner

By: Gwen Soileau
Name: Gwen Soileau
Title: Secretary

City:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

Ann Franklin, City Clerk

For City, Approved as to Form:

Stephanie L. Sandre, City Attorney

Table of Exhibits

Exhibit	Description
A-1	Metes and Bounds Description of the Owner's Land
A-2	Metes and Bounds Description of Out Tract
B	Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition)
C	Property Vicinity Site Map Identifying the Connection Point to City's Utilities Systems
D	Concept Plan for Property

EXHIBIT "A-1"

Metes and Bounds Description of the Owner's Land

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 10.0634 ACRES (438,361 SQUARE FEET) OUT OF THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284 IN WILLIAMSON COUNTY, TEXAS, AND BEING THE REMAINING NORTHERN PORTION OF A CALLED 34.14 ACRES (DESCRIBED AS "TRACT 2B") CONVEYED TO ROBINSON LAND LIMITED PARTNERS, ET AL, RECORDED IN VOLUME 2512, PAGE 467 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.) AND THE WEST 1/2 OF A 1.7856 ACRE TRACT (ABANDONED RIGHT-OF-WAY OF COUNTY ROAD 172), DESCRIBED IN DOCUMENT NUMBER 2021194638 (O.R.W.C.T.), SAID 10.0634 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a TxDot Type II Brass Disc monument found in the north right-of-way line of State Highway 45 (also known as W. Louis Henna Boulevard, right-of-way width varies), and being the southwest corner of the aforementioned 1.7856 acre tract (abandoned portion of County Road 172), being the northwest corner of a called 0.377 acre tract quitclaimed to Williamson County, recorded in Document No. 2002095774 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), being the northeast corner of a called 6.029 acre tract conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2000064085 (O.P.R.W.C.T.), and being in the east line of said 34.14 acre remainder tract, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, with the north right-of-way line of said State Highway 45, with the north line of said 6.029 acre tract, and over and across said 34.14 acre remainder tract, **S77°35'52"W**, a distance of **409.03** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the beginning of a right-of-way transition from the north right-of-way line of said State Highway 45 to the east right-of-way line of County Road 172 (120' right-of-way);

THENCE, with said right-of-way transition, with the north line of said 6.029 acre tract, and over and across said 34.14 acre tract, **N55°41'46"W**, a distance of **102.94** feet to a TxDot Type II Brass Disc monument found for an angle point hereof;

THENCE, with the east right-of-way line of said County Road 172, with the north line of said 6.029 acre tract, and over and across said 34.14 acre tract, the following two (2) courses and distances:

- 1) Along a curve to the right, whose radius is **2,936.47** feet, whose arc length is **81.37** feet, and whose chord bears **N09°02'22"W**, a distance of **81.37** feet to a TxDot Type II Brass Disc monument found for a point of tangency hereof, and
- 2) **N08°34'46"W**, a distance of **262.17** feet to a TxDot Type II Brass Disc monument found for a point of curvature hereof, said point being in the west line of said 34.14 acre remainder tract, being the most northerly northwest corner of said 6.029 acre tract, and being in the east right-of-way line of said County Road 172 (this portion of County Road 172 having been recorded in Volume 1130, Page 547, O.R.W.C.T.);

THENCE, with the east right-of-way line of said County Road 172 and the west line of said 34.14 acre remainder tract, the following three (3) courses and distances:

- 1) Along a curve to the right, whose radius is 3,600.44 feet, whose arc length is 301.45 feet, and whose chord bears N01°21'12"W, a distance of 301.36 feet to a 1/2-inch iron rod found for a point of tangency hereof,
- 2) N01°07'46"E, a distance of 567.97 feet to a 1/2-inch iron rod found for a point of curvature hereof, and
- 3) Along the curve to the left, whose radius is 2,160.19 feet, whose arc length is 83.79 feet, and whose chord bears N00°16'40"E, a distance of 83.78 feet to a TxDot Type III monument with illegible cap found for a point of reverse curvature hereof, said point being in the beginning of a right-of-way transition from the east right-of-way line of said County Road 172 to the south right-of-way line of Hesters Crossing Road (100' right-of-way), and being the southwest corner of a called 0.085 acre tract conveyed to the City of Round Rock, Texas for right-of-way purposes in Document No. 1999074949 (O.P.R.W.C.T.);

THENCE, with said right-of-way transition, with the south line of said 0.085 acre tract, and over and across said 34.14 acre remainder tract, along a curve to the right, whose radius is 25.00 feet, whose arc length is 30.95, and whose chord bears N34°18'53"E, a distance of 29.01 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of tangency, said point being in the south right-of-way line of said Hesters Crossing Road;

THENCE, with the south right-of-way line of said Hesters Crossing Road, with the south line of said 0.085 acre tract, and over and across said 34.14 acre remainder tract, N69°42'27"E, a distance of 33.09 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the northeast corner hereof, said point being in the east line of said 34.14 acre remainder tract, and being the southeast corner of said 0.085 acre tract, being the southwest corner of a called 0.142 acre tract conveyed to the City of Round Rock, Texas for right-of-way purposes in Document No. 1999074951 (O.P.R.W.C.T.), and being the northwest corner of said 1.7856 acre tract (abandoned portion of County Road 172);

THENCE, leaving the east line of said 34.14 acre Robinson Land tract, with the south right-of-way line of said Hester's Crossing Road, over and across said abandoned portion of County Road 172, N69°42'27"E, a distance of 30.35 feet to a calculated point in the center of said abandoned portion of County Road 172, from which a 1/2-inch iron rod with "Baker-Aicklen" cap found for the northeast corner of said 1.7856 acre tract, being the northwest corner of Lot 1, Block "A" of Hester's Crossing at Sundance Parkway, a subdivision recorded in Document No. 2012059233 (O.P.R.W.C.T.) bears, N69°42'27"E a distance of 30.35 feet;

THENCE, leaving the south right-of-way line of said Hesters Crossing Road, with the centerline of said abandoned portion of County Road 172, being the center of said 1.7856 acre tract, S20°19'00"E a distance of 1,391.39 feet to a calculated point on the north right-of-way line of said State Highway 45, from which a 1/2-inch iron rod with "Diamond Surveying" cap found for an angle point in the north right-of-way line of said State Highway 45, and being the southwest corner of Lot 2, Block "A" of Frontera Ridge Subdivision, recorded in Document No. 2015099317 (O.P.R.W.C.T.), and being the northeast corner of said 0.377 acre Williamson County tract bears, N81°58'32"E a distance of 27.30 feet;

THENCE, with the north right-of-way line of said State Highway 45, over and across said abandoned portion of County Road 172, **S81°58'32"W**, a distance of **27.30** feet to the **POINT OF BEGINNING** and containing 10.0634 Acres (438,361 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000116598657. See attached sketch (reference drawing: 01317_R1.dwg)


12/28/2021
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



EXHIBIT "A-2"

Metes & Bounds Description of the Out Tract

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.5038 ACRES (21,945 SQUARE FEET) OUT OF THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 1.7856 ACRE RIGHT-OF-WAY VACATION (BEING A PORTION OF AN ABANDONED RIGHT-OF-WAY OF COUNTY ROAD 172, UNKNOWN DEDICATION), DESCRIBED IN A QUIT-CLAIM DOCUMENT RECORDED IN DOCUMENT NO. 2021194638 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.5038 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

4WARD
Land Surveying

PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at 1/2-inch iron rod with "4Ward Boundary" cap set in the north right-of-way line of State Highway 45 (also known as W. Louis Henna Boulevard, right-of-way width varies), being the southeast corner of a called 10.0634 acre tract conveyed to Frontera Hillside Land, LP, in Document No. 2021197883 (O.P.R.W.C.T.), being in the south line of said 1.7856 acre tract (abandoned portion of County Road 172), and being in the north line of a called 0.377 acre tract quitclaimed to Williamson County, recorded in Document No. 2002095774 (O.P.R.W.C.T.), for the southwest corner and **POINT OF BEGINNING** hereof, from which a TxDot Type II Brass Disc monument found for an angle point in the north right-of-way line of said State Highway 45, being an angle point in the south line of said 10.0634 acre tract, being the northwest corner of said 0.377 acre tract, and being the northeast corner of a called 6.029 acre tract conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2000064085 (O.P.R.W.C.T.), bears, S81°58'32"W, a distance of 27.30 feet;

THENCE, leaving the north right-of-way line of said State Highway 45, with the east line of said 10.0634 acre tract, and over and across said 1.7856 acre tract, N20°19'00"W, a distance of 790.79 feet to a calculated point for the northwest corner hereof;

THENCE, over and across said 1.7856 acre tract, N77°47'29"E, a distance of 29.05 feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being in the east line of said 1.7856 acre tract, being the southwest corner of Lot 1, Block A, Hesters Crossing At Sundance Parkway, a subdivision recorded in Document No. 2012059233 (O.P.R.W.C.T.), said Lot 1 having been conveyed to Camden Property Trust in Document No. 2012069117, (O.P.R.W.C.T.), and being the northwest corner of Lot 2, Block A, Frontera Ridge of Hesters Crossing, Lots 2, 3, 4 and 5, Block A, a subdivision recorded in Document No. 2015099317 (O.P.R.W.C.T.), said Lot 2 having been conveyed to CRP/AR Broadstone Frontera Ridge Owner, L.P., in Document No. 2021195565 (O.P.R.W.C.T.);

THENCE, with the east line of said 1.7856 acre tract and the west line of said Lot 2, S20°09'57"E, a distance of 792.51 feet to a 1/2-inch iron rod with "Diamond Surveying" cap found for the southeast corner hereof, said point being in the north right-of-way line of said State Highway 45, being the common south corner of said 1.7856 acre tract and said Lot 2, and being the northeast corner of said 0.377 acre tract;

THENCE, with the north right-of-way line of said State Highway 45, with the south line of said 1.7856 acre tract, and with the north line of said 0.377 acre tract, S81°58'32"W, a distance of 27.30 feet to the **POINT OF BEGINNING** and containing 0.5038 Acres (21,945 Square Feet) of land, more or less.

EXHIBIT B

Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80

Sec. 4-80. - Furnishing of water, reuse water, and sewer services outside city limits.

- (a) *Conditions under which city services will be provided.* The city shall furnish water, sewer and/or reuse water services to residential and commercial users located outside the city limits only upon the following conditions:
- (1) *Adequate capacity exists.* There is adequate capacity of city services available for the purpose of servicing residential and commercial users outside the city without impairing services within the city. Whether such adequate capacity exists shall be determined solely by the city council, and the determination of the city council shall be final.
 - (2) *Owners outside city limits to bear costs of lines and furnish easements.* The construction costs of water, sewer and/or reuse water lines and appurtenances which serve residential and commercial users outside the city limits shall be paid for by the owner, developer, or political entity requesting the service. Such owner, developer, or political entity shall also furnish suitable construction and permanent easements and rights-of-way for utility lines.
 - (3) *Construction to conform to city standards.* All design and construction shall be in accordance with city standards and specifications.
 - (4) *New subdivisions to comply with subdivision regulations.* New subdivisions recorded after the date of passage of this section desiring city water, sewer and/or water reuse services shall comply with the subdivision regulations of the City of Round Rock, Texas, in effect at the time such new subdivision is approved. Existing subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time of the passage of the original Ord. No. 269 (January 8, 1976) can be furnished with water and sewer services without the necessity of having sanitary sewer collection and treatment facilities.
 - (5) *City to have right of review.* The city shall have the right to review and approve all plats and plans and inspect and approve all water, sewer and/or reuse water construction within subdivisions where water, sewer, and/or reuse water service is to be provided.
 - (6) *Water and sewer facility requirements.* Except as provided in subsection (4) of this section, all residential and commercial users shall have sanitary sewer collection and treatment facilities. Water will not be provided to residential and commercial users who utilize septic tanks save and except water can be provided to subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time original Ord. No. 269 was adopted (January 8, 1976).
 - (7) *Water, sewer, and/or reuse water lines to meet ultimate requirements of city.* Where water, sewer, and/or reuse water lines and appurtenances are extended outside the city limits, the lines shall be sized to serve the ultimate requirements of the city.
 - (8) *Extended lines to be designed and inspected by city's engineer.* All water, sewer, and/or reuse water lines and appurtenances extending from existing city facilities to any tract of land outside the city limits requesting water, sewer, and/or reuse water service shall be designed and inspected by the city's engineer. The owner, developer, or political entity requesting the service shall pay for these services in keeping with the current contract between the city and the engineer employed by the city.
 - (9) *City may reimburse owner for oversized lines.* Where the size of the water, sewer, and/or reuse water lines required to meet the ultimate requirements for the city is larger than eight inches and the total capacity is not required to serve the tract of land to be developed, the city may enter into a contract with the owner, developer, or entity constructing the lines for reimbursement for the excess capacity as other users request and are granted service. The developer or entity requesting service from an existing line shall pay a tap fee on a pro rata basis, as hereinafter set forth. The reimbursement to the owner, developer, or entity who paid for the line construction

shall be made only from those tap fees paid to the city by users of the facility paid for by the said owner, developer, or entity.

- (10) *Pro rata basis for tap fee.* The pro rata basis for the tap fee shall be computed based upon the required demand for use and the fire protection as specified by the engineering criteria approved by the city's engineer. The basis for cost shall be the actual total cost of the facility plus five percent (5%) interest. The total cost shall include, but shall not be limited to, construction costs, engineering costs, and inspection costs.
 - (11) *Wholesale bulk rate sales of water.* Facilities constructed and paid for by another public entity or facilities which will later be acquired by a public entity may be owned, operated, and maintained by that entity. Such facilities shall purchase water from the city at a negotiated wholesale bulk rate. The city shall own, operate, and maintain all other facilities.
- (b) *Rates.* The rates paid by residential and commercial users located outside the city limits for the use of the water, sewer, and/or reuse water facilities of the city shall be in accordance with sections 44-32, 44-33, and 44-34 of the Code of Ordinances.

EXHIBIT C

Property Vicinity Site Map Identifying the Connection Point to City's Utilities Systems



CR 172

HESTERS CROSSING RD

SUNDANCE PKWY

CR 172

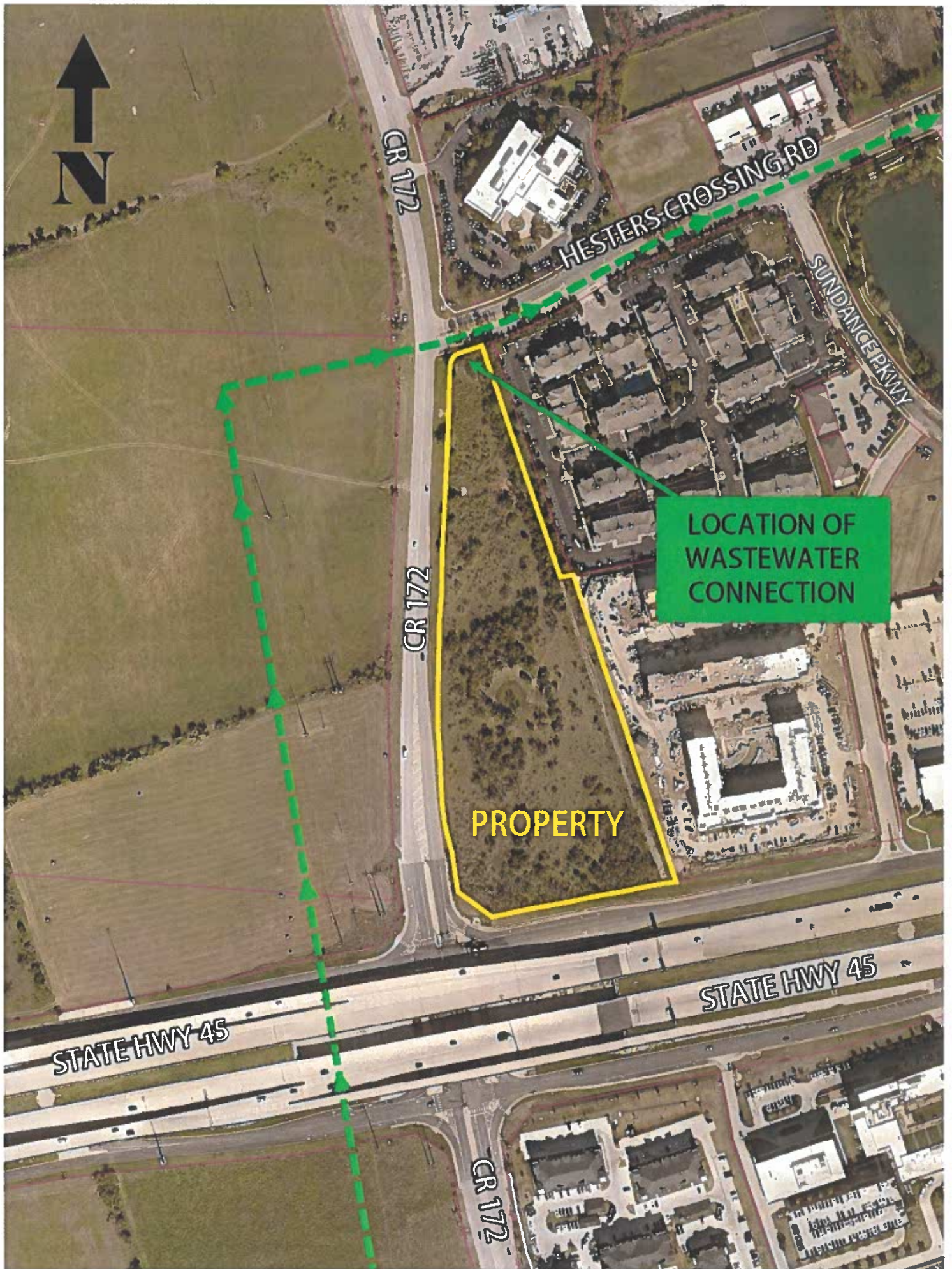
LOCATION OF
WASTEWATER
CONNECTION

PROPERTY

STATE HWY 45

STATE HWY 45

CR 172





CR 172

HESTERS CROSSING RD

SUNDANCE PKWY

LOCATION OF
WATERLINE
CONNECTION

CR 172

PROPERTY

STATE HWY 45

STATE HWY 45

CR 172



EXHIBIT D

Concept Plan for Property

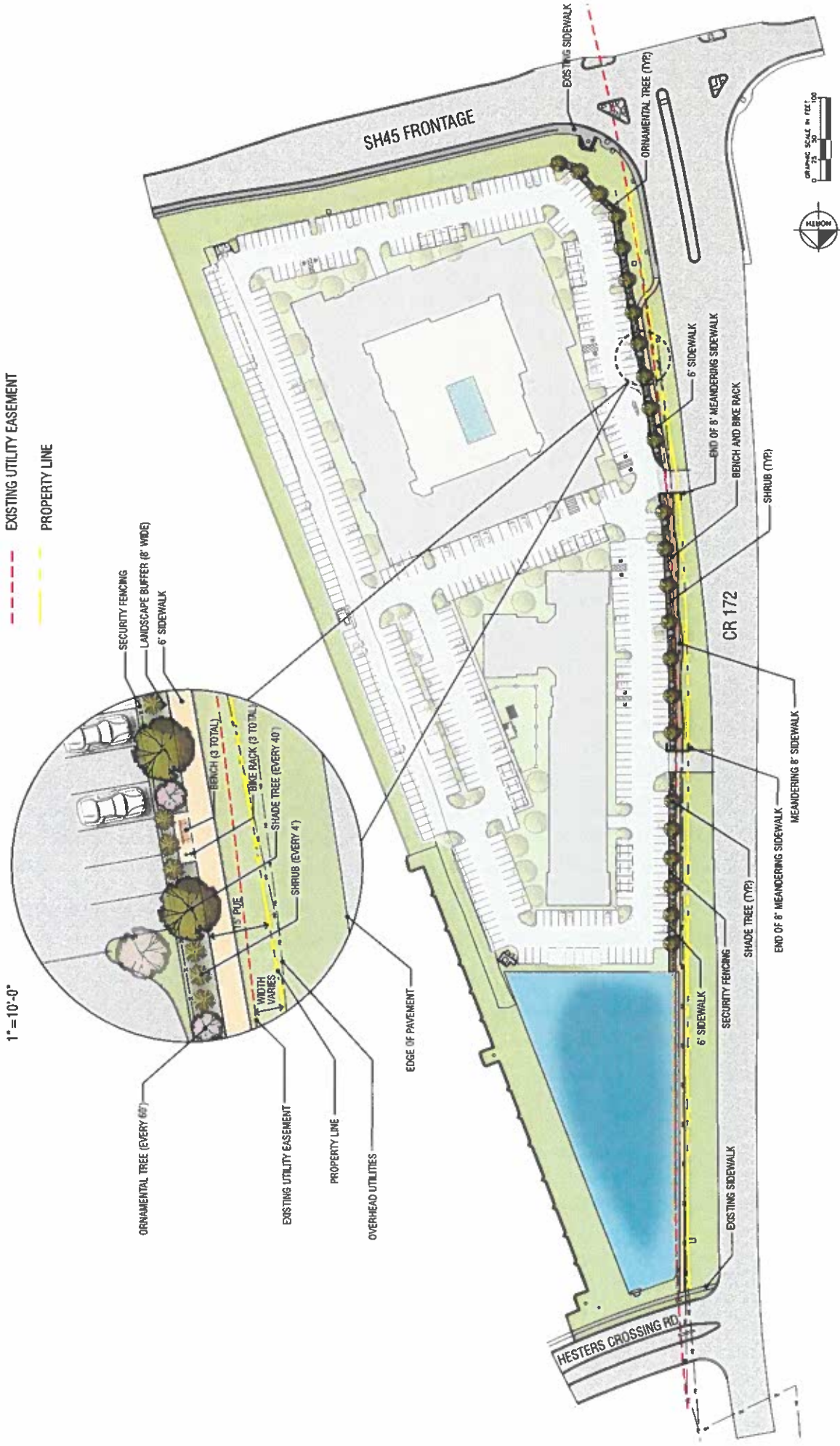
1

ENHANCED PLANTING AREA ENLARGEMENT (TYP)

1" = 10'-0"

LEGEND

- EXISTING UTILITY EASEMENT
- PROPERTY LINE



PROSE HILLSIDE EXHIBIT "D"

ROUND ROCK, TEXAS

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

Kimley»Horn
OCTOBER 2024