

# **EXHIBIT**

**“A”**

## **CONSENT AND DEVELOPMENT AGREEMENT**

**AMONG**

**CITY OF ROUND ROCK, TEXAS;**

**DEBRA KAY BRIGGS AND MARC BRIGGS;**

**AND**

**ROUND ROCK MUNICIPAL UTILITY DISTRICT NO. 3 (OR NEXT  
AVAILABLE NUMERICAL DESIGNATION)**

## 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 **Debra Kay Briggs** and **Marc Briggs**, each an individual (collectively, the "Owner"). Subsequent to its creation, **Round Rock Municipal Utility District No. 3 (or next available numerical designation)**, 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 join this Agreement as set forth below and after such joinder 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 230 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 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 Rules (as defined herein); Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "Applicable Regulations"); and

WHEREAS, the 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, once created, 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, 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, except as modified under the terms of this Agreement, and except as may be subsequently amended pursuant to: (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 a 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.

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 assumes the obligations of a “Developer” hereunder, pursuant to Section 11.03, and notifies the City through a formal assignment 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. 3 (or next available numerical designation), a political subdivision of the State of Texas, which includes the Land, with the consent of the City, as provided in this Agreement, and any additional land annexed into the District with the consent of the City.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Fees mean the water impact, sewer impact, and roadway improvement fees in effect as of the Effective Date, which for the avoidance of doubt, are those certain water and sewer impact fees set forth in Chapter 4, Article VI, of the City’s Zoning and Development Code (which, for the avoidance of doubt, are \$4,912.00 per LUE and \$2,921.00 per LUE, respectively), and those certain roadway improvement fees negotiated between the parties (which, for the avoidance of doubt, is \$7,284.74 per detached single-family unit), except as expressly modified in accordance with the terms and conditions set forth in this Agreement, including, without limitation, any credits against such impact fees or improvement fees, as applicable, set forth in Section 4.01 and Section 9.10, respectively.

Land means approximately 230 acres of land located in the City limits, as described by metes and bounds on **Exhibit A** and any additional land that may become subject to this Agreement.

LUE means living unit equivalent and is a measure of the estimated average daily volume used by a single-family residence or its equivalent.

Offsite District Improvements means offsite water and wastewater improvements described in Section 3.05.

Project means the development of the Land as a single-family residential development, as depicted on the Concept Plan.

Reimbursable Costs means all costs to create, organize, and operate the District (utilizing operating advances received from a Developer), and to construct or acquire 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 (or from surplus funds of the District, as applicable) 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 **Exhibit E** consenting to the creation of the District and 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 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, a joinder to this Agreement in substantially the same form as set forth in **Exhibit F**, attached hereto and made a part hereof, 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.

**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 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). The Parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either the City or the District. Nothing herein shall be deemed to substantively alter or amend the provisions of this Agreement, it being the intent of the Parties to clarify their mutual understanding and agreement concerning the application of Section 54.016(f), Texas Water Code, as amended.

Notwithstanding the contrary intent of the Parties, if there is a determination that this Agreement does constitute an “allocation agreement” within the meaning of Section 54.016(f), Texas Water Code, as amended, then this Agreement shall be amended as may be necessary to implement the intent of this Agreement as nearly as possible without creation of an “allocation agreement”. Each Party agrees to cooperate with the other parties to implement the intent of this paragraph.

**Section 2.06. Annexation of Additional Land into the District.**

If the Owner or any Developer subsequently acquires property that is contiguous to the Land and desires to annex such property into the City’s corporate limits, and, subsequently, the boundaries of the District, such annexation (each, a “*Subsequent Annexation*”) will be subject to the City’s review and approval by resolution, which review and approval will not be unreasonably withheld, conditioned or delayed. If the City consents to, and adopts an ordinance for, the applicable Subsequent Annexation, and consents to the inclusion of such annexed land within the City’s corporate limits and the boundaries of the District, then, upon written notice by the Owner or the applicable Developer to the City reciting the intent of the Owner or such Developer that the additional property be subject to this Agreement, such additional property shall automatically be deemed to be included in the Land subject to this Agreement, without further action of the City.

**ARTICLE III  
WATER AND WASTEWATER SERVICE**

**Section 3.01. City Retail Water Service.** Retail water supply for approximately 153.34 acres of the Land within the District will be provided by the City (as described on **Exhibit G-1** attached hereto, the “*City Water Service Area*”). The internal water distribution system within the City Water Service Area shall be conveyed to and owned by the City pursuant to **Article VI**. The City will provide water service to customers within this portion of the District in the same manner and on the same terms and condition as the City provides service to other retail customers inside its corporate limits. The City’s standard water 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 City Water Service Area.



The City agrees and commits to provide water service sufficient for the full build-out of the Land within the City Water Service Area, which is currently estimated not to exceed 1,050 LUEs, at flow rates and pressures (including fire flows) sufficient to meet the minimum requirements of the Applicable Regulations (the “*Water Capacity*”), and agrees to provide written confirmation of the availability of water service upon the District’s request if required in connection with any District Bond sale. The Developer agrees to appropriately size the water lines that it will construct to serve the full build-out of the Land to ensure the project meets demand and fire flow capacity, and shall demonstrate sufficient capacity by means of a water model study to be approved by the City prior to the subdivision development process.

**Section 3.02. City Retail Wastewater Service.** Retail wastewater supply for the District will be provided by the City. The internal wastewater distribution system in the District shall be conveyed to and owned by the City pursuant to Article VI. The City will provide wastewater service to customers within the District in the same manner and on the same terms and condition as the City provides service to other retail customers inside its corporate limits. The City’s standard wastewater 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 wastewater service sufficient for the full build-out of the District, which is currently estimated not to exceed 1,050 LUEs (the “*Wastewater Capacity*”) and agrees to provide written confirmation of the availability of wastewater service upon the District’s request if required in connection with any District Bond sale. The Developer agrees to appropriately size the wastewater lines that it will construct to serve the full build-out of the Land to ensure the project meets all City design requirements, and shall demonstrate sufficient capacity by means of a wastewater capacity analysis to be approved by the City prior to the subdivision development process.

**Section 3.03. Wastewater Capacity and Water Capacity.** The City shall at all times manage the capacity in the City’s water supply and distribution and wastewater collection and treatment systems (collectively, the “*City System*”) so that the Wastewater Capacity and the Water Capacity are available to serve development within the District at the time that an applicable phase of District Improvements are to be connected to the City System. In the event that either the City System does not have sufficient capacity to serve the Wastewater Capacity or the Water Capacity, as applicable, the City agrees to make any necessary improvements to the City System, as applicable, to provide the Wastewater Capacity or the Water Capacity, as applicable, at no additional cost to the District, in order to serve full build-out of all development within the District.

**Section 3.04. Jonah Water Special Utility District Service.** Retail water supply for approximately 76.66 acres of the Land within the District will be provided by Jonah Water Special Utility District (“*Jonah Water*”) pursuant to Certificate of Convenience No. 10970 for retail water supply within this portion of the District (as shown on Exhibit G-2 attached hereto, the “*Jonah Service Area*”), unless such land is released from the Jonah Service Area pursuant to Chapter 13, Texas Water Code. In the event such is approved by the Public Utilities Commission of Texas, the City agrees to

provide retail water supply services to the Jonah Service Area in the same manner and at the same rates as described in Section 3.01.

**Section 3.05. Retail Water and Wastewater Offsite District Improvements.** Owner agrees to construct (or cause construction of), at no cost to the City (except for any Fee credits pursuant to Section 9.10), the following improvements: 1) a water main tying into the existing 16" water line along the south side of University Boulevard (as further described in Exhibit C attached hereto); and 2) a wastewater main tying into the existing 27" wastewater main on the Nelson Homestead Family Partnership LTD property just east of the dam (as further described in Exhibit D attached hereto). These Offsite District Improvements shall be designed and constructed in compliance with all requirements and criteria of the City and any other applicable governing bodies.

#### ARTICLE IV ROADWAY IMPROVEMENTS

**Section 4.01. Right of Way Dedications.** The City has plans for the northern extension of Kenney Fort Boulevard from University Boulevard that currently requires rights-of-way ranging from 120' to 150'.

Owner agrees upon written request by the City to provide right-of-way, not to exceed 120' to 150' in width, within the Land in the amounts requested for the Kenney Fort Boulevard extension, with such right of way not exceeding 120' to 150' in width in the aggregate (as more particularly described in the City's Transportation Master Plan attached hereto as Exhibit H, the "*Required ROW Dedications*"). Any such right-of-way dedication for the extension of Kenney Fort Boulevard shall qualify toward offsets to the roadway improvement Fee, which is payable prior to building permit issuance for new homes within the Project.

**Section 4.02. Offsite Road Projects.** Other than contribution of the Required ROW Dedications, neither the District nor a Developer on behalf of the District shall be responsible for any off-site road construction, outside the Land, unless otherwise agreed upon in writing by the Parties.

**Section 4.03. District Road Projects.** The District, or a Developer, on behalf of the District, as applicable, will design, permit, and construct the roads located within the Land that are necessary to serve the Project. The roads shall be constructed in compliance with the Applicable Regulations. The City will accept the dedication of public right-of-way and accept the road, sidewalk and drainage improvements located within, or adjacent to, the Land for operation and maintenance, upon completion of construction and final inspection. Neither the District nor a Developer on behalf of the District shall have any obligation to fund or construct any Road Projects other than the internal streets that serve the Project.

#### ARTICLE V



## **PARK AND RECREATIONAL AMENITIES**

**Section 5.01. Parkland.** In accordance with Applicable Rules, the Owner agrees to convey, or cause to be conveyed, to the City parkland, subject to the right to seek reimbursement for costs of the parkland from the District in accordance with this Agreement, or to pay parkland dedication fees in lieu of parkland conveyance.

### **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 District, or a Developer on behalf of the District, will design, finance, construct, and convey to the City 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 Regulations 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 a Developer or the District oversize, finance, or construct any utility, park, or road improvements to serve property other than the Land. However this shall not be construed to supersede the City requirement to provide the orderly extension of utility service in accordance with Chapter 4, ARTICLE VI - UTILITIES of the City of Round Rock Zoning and Development Code.

**Section 6.02. Conveyance, Ownership, Operation, and Maintenance.** Upon completion of construction of each phase of the District Improvements: (a) the City will accept such improvements for operation and maintenance in accordance with the Applicable Rules; and (b) the District will promptly convey such 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 such facilities for the benefit of the District, and (iii) the Developer's right, if any, to reimbursement from the District for the cost of such improvements in accordance with the rules of the Commission or applicable law. The District (or a Developer on behalf of the District) will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City by the District. The City agrees that its acceptance of such 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 such 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 AND LEVY TAXES**

**Section 7.01. Authority to Issue Bonds.** The District may issue Bonds only as permitted by the Commission rules and regulations, state law, and this Agreement. The District may reimburse a Developer for expenditures authorized by Commission rules and regulations, state law, 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) 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 applicable terms and conditions of this 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 applicable 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 applicable 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 material 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 information required by Sections 7.02(a)(1) or 7.02(a)(2), as applicable, 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 applicable Bond application or Bond issuance will be delayed until such time as the default is cured or otherwise agreed to by the District and the City. 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 Resolution 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 use good faith efforts to cooperate in good faith 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, waived by written agreement, or otherwise agreed by the City and the District.

(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 reasonably 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 principal amount of Bonds issued by the District, excluding refunding Bonds, shall not exceed \$100,000,000.00 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);

(3) The District shall reserve the right to redeem its Bonds on any date subsequent to the tenth (10<sup>th</sup>) anniversary of the closing date of such Bonds, without premium;

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

(5) No Bonds (other than refunding Bonds) shall be issued by the District subsequent to the fifteenth (15<sup>th</sup>) anniversary of the date that the District issues its first series of bonds;

(6) 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

(7) 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.

**Section 7.07. District Taxes.** The District is authorized to assess, levy, and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's obligations, including principal, redemption

premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund, or reserve fund and (ii) for administration, operation, and maintenance purposes, all in accordance with applicable law. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law.

The Parties acknowledge that, for purposes of obtaining TCEQ approval of future bond issuances, the District is limited by the TCEQ's administrative rules to levying a combined projected tax rate of \$1.20, which is made up of the District's projected debt service tax rate (the "*Debt Service Tax Rate*"), the City tax rate, and the District's current or proposed maintenance tax levy (the "*O&M Tax Rate*"). However, the District will not issue a series of Bonds to pay for the District Improvements that, at the time of issuance of such series of Bonds, are anticipated to require the District to levy a Debt Service Tax Rate that will cause the District to levy a total ad valorem tax rate (Debt Service Tax Rate plus Operation and Maintenance Tax Rate) that exceeds an amount equal to \$0.95 less the City's then current tax rate. To evidence this intent, the District will provide the City, prior to issuance of a series of Bonds, with a tax rate pro forma that satisfies TCEQ guidelines reflecting that the anticipated new debt service can be accommodated within the \$0.95 combined tax rate limit described in the immediately preceding sentence. Notwithstanding anything to the contrary herein, the City acknowledges and agrees that the District shall not be prohibited in any manner from exercising its power to levy an unlimited Debt Service Tax Rate in support of its obligations to pay the principal and interest on any District Bonds; it being understood and agreed that the District Bonds shall be payable from and secured by a pledge of the proceeds of an ad valorem tax without legal limit as to rate or amount.

## **ARTICLE VIII DISSOLUTION OF DISTRICT**

### **Section 8.01.      Dissolution.**

(a) The City agrees not to dissolve or attempt to dissolve, in whole or in part, the District until Owner has fully developed one hundred percent (100%) of the developable acreage within the District, and the Owner has been fully reimbursed by the District for all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land within the District, as determined by the District's engineer, in accordance with the Commission rules or state law, for all of Developer's eligible development and construction costs, all as certified in writing by the Owner to the City. If the City dissolves or attempts to dissolve the District prior to the Developer's full development in and reimbursement by the District, as described herein, the City shall, in accordance with LGC § 43.074(d), automatically assume complete liability for such reimbursement to the Developer in accordance with the written agreement(s) between the Owner/Developer and the District. Upon dissolution of the District, the City shall assume the indebtedness and legal obligations of the District to the extent required by law.

(b) Upon dissolution of the District by the City, the City shall automatically acquire the District's assets and assume the District's obligations in accordance with LGC Section 43.074(d), including, without limitation, if the City dissolves the District prior to any Developer's full development in and reimbursement by the District, as described in Section 8.01(a), assumption of complete liability for reimbursement to such developer in accordance with the written agreement(s) between such developer and the District. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District obligations pursuant to any existing development financing agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City; or (ii) pursuant to LGC Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's obligations, including those under any development financing agreements.

## **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, 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. Owner (or a successor or assign thereof) shall notify (and obtain consent from) the City, pursuant to Section 11.03, of any new individual or entity assuming the obligations of a “Developer” under this Agreement.

**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 by more than ten percent (10%) will not require an amendment to the Concept Plan or City approval. 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 by more than ten percent (10%) (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 with the



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

**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 fire protection, emergency medical services, 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 fire protection, emergency medical services, 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, tax, 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. Fees.** The City agrees that the District, the Owner, and/or their successors and assigns, shall be obligated to pay the Fees in connection with the Project in accordance with the Applicable Rules and this Agreement. The Owner (or its successors or assigns) shall pay the Fees, for the applicable LUE, at the time of building permit issuance. Notwithstanding anything to the contrary contained herein, as consideration for the incremental costs incurred by the Owner to oversize the wastewater Offsite District Improvements, the City shall provide a credit for the applicable wastewater impact Fees within the Project in an amount equal to \$1,250.00 per LUE; however, the total amount of wastewater impact Fee credits granted to the District, the Owner, and/or their successors and assigns shall not exceed the cost of construction of the wastewater Offsite District Improvements. The Developer shall provide, and the City shall approve, a cost letter signed and sealed by a licensed civil engineer detailing the cost of said construction.

In consideration of the payment of the Fees, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City's water (excluding the portion of the District supplied by Jonah Water), wastewater, and/or roadway systems, as applicable, for the LUEs of service for which the Fees have been paid.

The Parties acknowledge and agree that the obligation to pay the Fees pursuant to this Agreement are solely obligations of the Owner (or its successors and assigns) and that

no ultimate consumer, who purchases a fully developed and improved lot within the Land, shall be responsible for payment of the applicable Fees (or any other form of capital recovery fee or charge) to the City.

**Section 9.11.**      **Right to Continue Development.** In consideration of the Owner's agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary subdivision plats, final subdivision plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

## **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.

**Section 11.02.**      **Termination and Amendment by Agreement.** Except as permitted pursuant to Section 2.02, Section 11.01, and Section 11.04, this Agreement may be terminated or amended as to all of the Land at any time only by mutual written consent of the City, the Owner, Developer, 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 and/or Developer of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. This Agreement, after full build-out and development of the Land after the District has issued Bonds to finance all Reimbursable Costs, as certified by the District's engineer, acting in its sole discretion, 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 Manager'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 Manager's consent to any proposed assignment will not be unreasonably withheld, conditioned, or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to New Home Company, Inc., 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 shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Land and shall be binding on all future developers and owners of property within the Land; provided, however, this Agreement is not binding on, and does not 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, and inclusion of the Land within, 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 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, and inclusion of the Land within, 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, and inclusion of the Land within, 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 and do such further acts and things as may be reasonably necessary or desirable to evidence or effectuate 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 or (iv) by electronic mail. 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 on the date delivered, if sent by personal delivery or electronic email, or the day after deposit with a "next day delivery" service. 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
With Required Copy to:	Stephanie L. Sandre Sheets & Crossfield, P.L.L.C 309 E. Main Street Round Rock, Texas 78664-5264



OWNER: Ms. Debra Kay Briggs  
3634 County Road 110  
Georgetown, Texas 78626  
Email: [szrider44@yahoo.com](mailto:szrider44@yahoo.com)

With Required Copy to: Hejl & Schroeder, P.C.  
P.O. Box 192  
311 Talbot Street  
Taylor, Texas 76574  
Telephone: (512) 365-6348 – Ext. 6  
Fax: (512) 365-2226  
Email: [jamie@hejllawfirm.com](mailto:jamie@hejllawfirm.com); [ted@hejllawfirm.com](mailto:ted@hejllawfirm.com)

DISTRICT: Round Rock Municipal Utility District No. 3  
(or next numerical designation)  
c/o Ryan Harper and Duggan Baker  
Allen Boone Humphries Robinson LLP  
919 Congress Avenue, Suite 1500  
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, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other prior agreements between the Parties concerning the subject matter, including, without limitation, that certain Annexation Development Agreement between

the City and Bernard Anderson (as Trustee), dated May 26, 2016, recorded in the Official Public Records of Williamson County, Texas, as referenced by instrument number 2016049095.

**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, pandemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

**Section 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** - Water Offsite District Improvements

**Exhibit D** - Wastewater Offsite District Improvements

**Exhibit E** - City Consent Resolution

**Exhibit F** – Form of District Joinder

**Exhibit G-1** - Depiction of City Water Service Area

**Exhibit G-2** - Depiction of Jonah Service Area

**Exhibit H** - Required ROW Dedication

\* \* \*

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.)**

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

**CITY OF ROUND ROCK**

By: \_\_\_\_\_  
Craig Morgan, Mayor

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

THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
Craig Morgan, Mayor of the City of Round Rock, a home-rule city on behalf of said City.

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

(Seal)



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

**OWNER:**

**DEBRA KAY BRIGGS, an individual**

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

Printed Name: Debra Kay Briggs

THE STATE OF TEXAS

§  
§

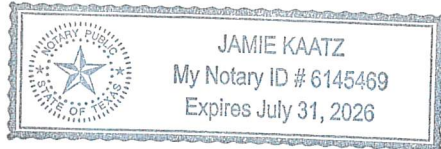
COUNTY OF Williamson

§

This instrument was acknowledged before me on the 23rd day of May, 2025,  
by Debra Kay Briggs.

(SEAL)

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



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

**OWNER:**

**MARC BRIGGS, an individual**

By: 

Printed Name: Marc Briggs

THE STATE OF TEXAS

§  
§

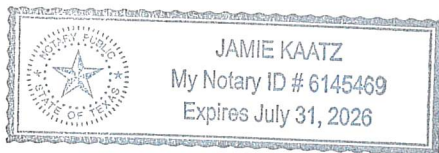
COUNTY OF Williamson

§

This instrument was acknowledged before me on the 23rd day of May, 2025,  
by Marc Briggs.

(SEAL)

  
Notary Public Signature



**EXHIBIT A**

Metes and Bounds Description of the Land

[attached]

**EXHIBIT A**

Metes and Bounds Description of the Land

[attached]

### LEGAL DESCRIPTION

DESCRIPTION OF A 230.08 ACRE TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427 AND THE CALVIN BELL SURVEY, ABSTRACT NO. 112, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 222.20 ACRE TRACT CONVEYED TO DEBRA KAY BRIGGS, RECORDED IN DOCUMENT NO. 2023063688, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.), LESS AND EXCEPT A CALLED 0.3367 ACRE TRACT (PARCEL 37A) RECORDED IN DOCUMENT NO. 2020130795, AND A CALLED 1.62 ACRE TRACT (PARCEL 37) RECORDED IN DOCUMENT NO. 2020038996, BOTH CONVEYED TO WILLIAMSON COUNTY, O.P.R.W.C.TX., ALSO BEING ALL OF A CALLED 4.987 ACRE TRACT CONVEYED TO MARC BRIGGS AND DEBRA KAY BRIGGS, RECORDED IN DOCUMENT NO. 2021004024, O.P.R.W.C.TX., AND A CALLED 5.00 ACRE TRACT CONVEYED TO DEBRA KAY BRIGGS, RECORDED IN DOCUMENT NO. 2021153608, O.P.R.W.C.TX.; SAID 230.08 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N:10,192,190.57, E:3,146,632.44) ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD 110 (ROCKRIDE LANE) (PUBLIC RIGHT-OF-WAY), FOR THE COMMON NORTH CORNER OF SAID 222.20 ACRE TRACT AND A CALLED 128.37 ACRE TRACT CONVEYED TO 600 WESTINGHOUSE INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2020052469, O.P.R.W.C.TX., SAME BEING THE NORTHWEST CORNER OF THIS TRACT;

**THENCE** NORTH 66 DEGREES 03 MINUTES 12 SECONDS EAST, WITH THE COMMON LINE OF SAID 222.20 ACRE TRACT AND SAID COUNTY ROAD 110, A DISTANCE OF 903.06 FEET TO A 1/2-IRON ROD WITH ILLEGIBLE CAP FOUND FOR THE COMMON NORTH CORNER OF SAID 220.20 ACRE TRACT AND A CALLED 1.00 ACRE TRACT CONVEYED TO JANET SUE PATTERSON, RECORDED IN DOCUMENT NO. 2010055935, O.P.R.W.C.TX.;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT AND SAID 1.00 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 30 DEGREES 28 MINUTES 52 SECONDS EAST, A DISTANCE OF 234.78 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847", AND
2. NORTH 73 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 71.03 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847" FOR A COMMON CORNER OF SAID 220.20 ACRE TRACT, SAID 1.00 ACRE TRACT, AND SAID 4.987 ACRE TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 1.00 ACRE TRACT AND SAID 4.987 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 16 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 59.32 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "INTERSTATE SURVEYING INC.",
2. NORTH 72 DEGREES 22 MINUTES 31 SECONDS EAST, A DISTANCE OF 118.01 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "INTERSTATE SURVEYING INC.", AND
3. NORTH 22 DEGREES 34 MINUTES 37 SECONDS WEST, A DISTANCE OF 190.38 FEET TO A CALCULATED POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 110, FOR THE NORTH COMMON CORNER OF SAID 1.00 ACRE TRACT AND SAID 4.987 ACRE TRACT;

**THENCE** WITH THE COMMON LINE OF SAID COUNTY ROAD 110 AND SAID 4.987 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 66 DEGREES 24 MINUTES 09 SECONDS EAST, A DISTANCE OF 11.05 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "INTERSTATE SURVEYING, INC.", AND
2. NORTH 73 DEGREES 16 MINUTES 57 SECONDS EAST, A DISTANCE OF 233.55 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "INTERSTATE SURVEYING, INC." FOR THE COMMON NORTH CORNER OF SAID 4.987 ACRE TRACT AND SAID 5.00 ACRE TRACT;

**THENCE** NORTH 73 DEGREES 10 MINUTES 43 SECONDS EAST, WITH THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SAID COUNTY ROAD 110, A DISTANCE OF 310.99 FEET TO A 5/8-INCH IRON ROD CAPPED "LJA SURVEY" FOUND;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT, AND THE SOUTH R.O.W. LINE OF SAID COUNTY ROAD 110, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 73 DEGREES 10 MINUTES 32 SECONDS EAST, A DISTANCE OF 602.05 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "WILLIAMSON COUNTY",
2. NORTH 77 DEGREES 53 MINUTES 50 SECONDS EAST, A DISTANCE OF 99.94 FEET TO A 1/2-INCH IRON ROD CAPPED "WILLIAMSON COUNTY" FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
3. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 535.00 FEET, AN ARC LENGTH OF 423.13 FEET, A DELTA ANGLE OF 45 DEGREES 18 MINUTES 54 SECONDS, AND A CHORD THAT BEARS SOUTH 84 DEGREES 24 MINUTES 23 SECONDS EAST, A DISTANCE OF 412.19 FEET TO A 5/8-INCH IRON ROD CAPPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT AT THE INTERSECTION OF SAID COUNTY ROAD 110 AND COUNTY ROAD 105 (PUBLIC R.O.W.), ON THE COMMON LINE OF SAID 220.20 ACRE TRACT AND A CALLED 0.3367 ACRE TRACT (PARCEL 37A) CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2020130795, O.P.R.W.C.TX.;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT AND SAID 0.3367 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE LEFT WITH A RADIUS OF 2,093.00 FEET, AN ARC LENGTH OF 71.64 FEET, A DELTA ANGLE OF 1 DEGREE 57 MINUTES 40 SECONDS AND A CHORD THAT BEARS SOUTH 23 DEGREES 40 MINUTES 33 SECONDS EAST, A DISTANCE OF 71.63 FEET TO A 3/8-INCH IRON ROD FOUND (BENT)
2. SOUTH 30 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 147.97 FEET TO A 5/8-INCH IRON ROD CAPPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
3. WITH SAID CURVE TO THE RIGHT WITH A RADIUS OF 267.70 FEET, AN ARC LENGTH OF 33.92 FEET, A DELTA ANGLE OF 7 DEGREES 12 MINUTES 24 SECONDS, AND A CHORD THAT BEARS SOUTH 32 DEGREES 44 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.90 FEET TO A 5/8-INCH IRON ROD CAPPED "LJA SURVEY" SET,
4. SOUTH 29 DEGREES 07 MINUTES 50 SECONDS EAST, A DISTANCE OF 57.36 FEET TO A 5/8-INCH IRON ROD CAPPED "LJA SURVEY" SET,

5. SOUTH 21 DEGREES 50 MINUTES 58 SECONDS EAST, A DISTANCE OF 41.65 FEET TO A 5/8-INCH IRON ROD CAPPED "LJA SURVEY" SET, AND
6. SOUTH 21 DEGREES 50 MINUTES 32 SECONDS EAST, A DISTANCE OF 634.85 FEET TO A 5/8-INCH IRON ROD CAPPED "LJA SURVEY SET ON THE COMMON LINE OF SAID 220.20 ACRE TRACT, SAID 0.3367 ACRE TRACT, AND A CALLED 96.33 ACRE TRACT CONVEYED TO JCN FAMILY PARTNERSHIP, L.P., RECORDED IN DOCUMENT NO. 2005081839, O.P.R.W.C.TX.;

**THENCE** WITH THE COMMON LINE OF SAID 96.33 ACRE TRACT AND SAID 220.20 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 68 DEGREES 56 MINUTES 00 SECONDS WEST, A DISTANCE OF 1,232.06 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847", AND
2. SOUTH 21 DEGREES 31 MINUTES 32 SECONDS EAST, A DISTANCE OF 3,085.55 FEET TO A 5-INCH WOODEN FENCE POST FOUND ON THE NORTH LINE OF A CALLED 286.55 ACRE TRACT, CONVEYED TO NELSON HOMESTEAD FAMILY PARTNERSHIP LTD, RECORDED IN DOCUMENT NO. 9824078, O.P.R.W.C.TX., FOR A COMMON SOUTH CORNER OF SAID 220.20 ACRE TRACT AND SAID 96.33 ACRE TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT AND SAID 286.55 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 68 DEGREES 46 MINUTES 13 SECONDS WEST, A DISTANCE OF 2,765.24 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847", AND
2. NORTH 21 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 1,533.43 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847" FOR A COMMON CORNER OF SAID 220.20 ACRE TRACT, SAID 286.55 ACRE TRACT, AND SAID 128.37 ACRE TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT AND SAID 128.37 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 68 DEGREES 19 MINUTES 20 SECONDS EAST, A DISTANCE OF 1,185.69 FEET TO A 5/8-INCH IRON ROD CAPPED "LJA SURVEY" SET, AND
2. NORTH 21 DEGREES 13 MINUTES 37 SECONDS WEST, A DISTANCE OF 2,765.71 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 230.08 ACRES OF LAND, MORE OR LESS.

BEARING BASIS:

ALL BEARINGS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83/2011. ALL DISTANCES SHOWN ARE GRID DISTANCES, U.S. SURVEY FEET.



DUSTIN E. TROUSIL, RPLS # 6335

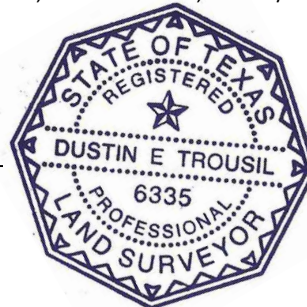
DATE: 5/27/2025

LJA SURVEYING, INC.

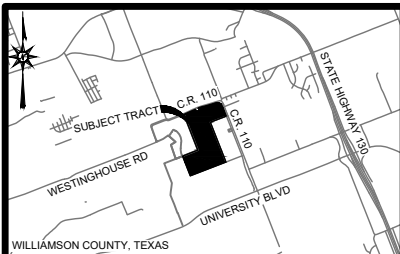
7500 RIALTO BLVD, BUILDING II, SUITE 100

AUSTIN, TEXAS 78735

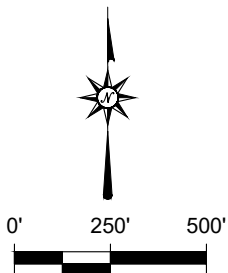
TEXAS FIRM NO. 10194382







VICINITY MAP  
(NOT TO SCALE)



**[A]**  
MARC BRIGGS AND  
DEBRA KAY BRIGGS  
CALLED 4.987 ACRES  
DOCUMENT NO. 2021004024  
O.P.R.W.C.TX.

**[B]**  
DEBRA KAY BRIGGS  
CALLED 5.00 ACRES  
DOCUMENT NO. 2021153608  
O.P.R.W.C.TX.

**[C]**  
JANET SUE PATTERSON  
CALLED 1.00 ACRES  
DOCUMENT NO. 2010055935  
O.P.R.W.C.TX.

## LEGEND

	CALCULATED POINT
	1/2" IRON ROD FOUND (AS NOTED)
	1/2" IRON ROD W/ CAP "FOREST RPLS 1847" FOUND
	5/8" IRON ROD W/ CAP "LJA SURVEY" SET
	3/8" IRON ROD FOUND (BENT)
	BOUNDARY LINE
	ADJOINER LINE
	APPROXIMATE SURVEY LINE
	SUBJECT TRACT
	POINT OF BEGINNING
	POINT OF REFERENCE
	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

P.O.B.  
N: 10,192,190.57  
E: 3,146,632.44

600 WESTINGHOUSE INVESTMENTS, LLC  
CALLED 128.37 ACRES  
DOCUMENT NO. 2020052469  
O.P.R.W.C.TX.

CALVIN BELL SURVEY  
ABSTRACT NO. 112

JOSEPH MOTT SURVEY  
ABSTRACT NO. 427

GROSS LAND AREA:  
230.08 ACRES

RUIDOSA IRRIGATION  
CO SURVEY  
ABSTRACT NO. 714

SEE PAGE 5 FOR LINE AND CURVE TABLES

PAGE 4  
OF 5

DATE:	5/27/2025
DRWN BY:	SGC
CHKD BY:	DET
PROJ NO.	A3541-2401

**EXHIBIT "A"**  
230.08 ACRE TRACT (10,022,385 SQ. FT.)  
CALVIN BELL SURVEY, ABSTRACT NO. 112 AND  
JOSEPH MOTT SURVEY, ABSTRACT NO. 427  
WILLIAMSON COUNTY, TEXAS

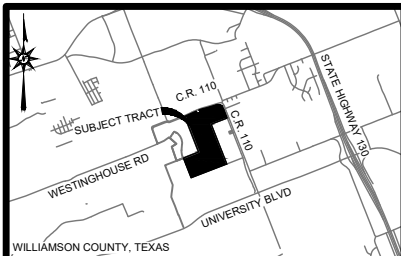
**LJA Surveying, Inc.**

7500 Rialto Blvd, Building II  
Suite 100  
Austin, Texas 78735

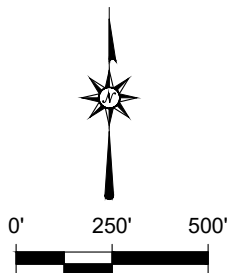
Phone 512.439.4700

T.B.P.L.S. Firm No. 10194382





VICINITY MAP  
(NOT TO SCALE)

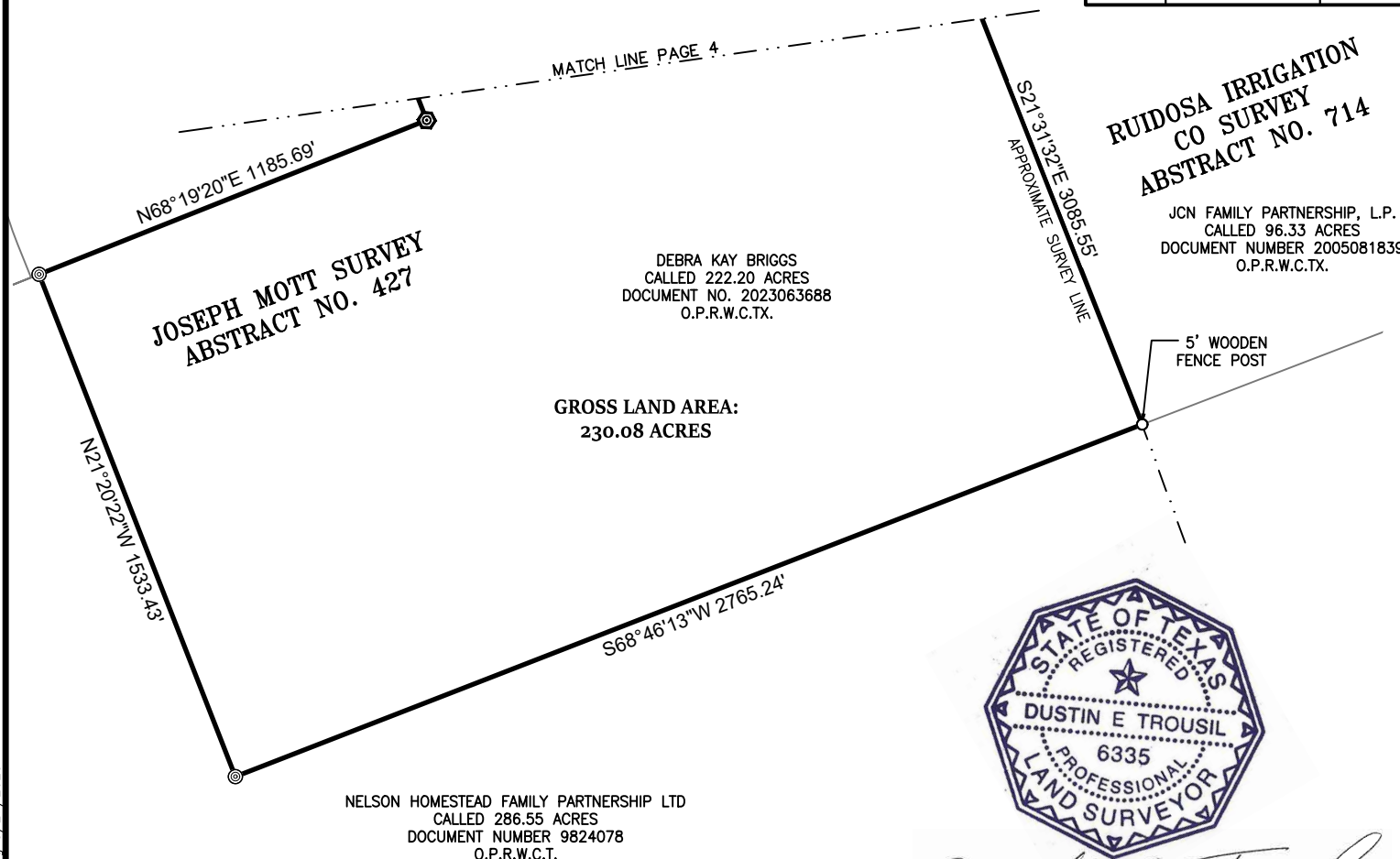


Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	423.13'	535.00	45°18'54"	S84° 24' 23"E	412.19'
C2	71.64'	2,093.00	1°57'40"	S23° 40' 33"E	71.63'
C3	33.92'	269.70	7°12'24"	S32° 44' 00"E	33.90'

Line Table		
Line #	Direction	Length
L1	S30° 28' 52"E	234.78'
L2	N73° 18' 37"E	71.03'
L3	N16° 49' 27"W	59.32'
L4	N72° 22' 31"E	118.01'
L5	N22° 34' 37"W	190.38'
L6	N66° 24' 09"E	11.05'
L7	N73° 16' 57"E	233.55'
L8	N73° 10' 43"E	310.99'
L9	N73° 10' 32"E	602.05'
L10	N77° 53' 50"E	99.94'
L11	S30° 43' 02"E	147.97'
L12	S29° 07' 50"E	57.36'
L13	S21° 50' 58"E	41.65'
L14	S21° 50' 32"E	634.85'

### LEGEND

	CALCULATED POINT
	1/2" IRON ROD FOUND (AS NOTED)
	1/2" IRON ROD W/ CAP "FOREST RPLS 1847" FOUND
	5/8" IRON ROD W/ CAP "LJA SURVEY" SET
	3/8" IRON ROD FOUND (BENT)
	BOUNDARY LINE
	ADJOINER LINE
	APPROXIMATE SURVEY LINE
	SUBJECT TRACT
	POINT OF BEGINNING
	POINT OF REFERENCE
	OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS
	P.O.B.
	P.O.R.
	O.P.R.W.C.T.X.



### GENERAL NOTES

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, NAD83 (2011) EPOCH 2018
2. VERTICAL DATUM: NAVD88
3. ALL DISTANCES SHOWN ARE GRID VALUES.

DUSTIN TROUSIL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6335  
DATE OF SURVEY: 5/27/2025

PAGE 5  
OF 5

DATE: 5/27/2025  
DRWN BY: SGC  
CHKD BY: DET  
PROJ NO. A3541-2401

EXHIBIT "A"  
230.08 ACRE TRACT (10,022,385 SQ. FT.)  
CALVIN BELL SURVEY, ABSTRACT NO. 112 AND  
JOSEPH MOTT SURVEY, ABSTRACT NO. 427  
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.

7500 Rialto Blvd, Building II  
Suite 100  
Austin, Texas 78735

Phone 512.439.4700

T.B.P.L.S. Firm No. 10194382

**EXHIBIT B**

Concept Plan

[attached]



**EXHIBIT C**

Water Offsite District Improvements

[attached]



**EXHIBIT D**

Wastewater Offsite District Improvements

[attached]





## **EXHIBIT E**

### **Form of Consent Resolution**

#### **CONSENT RESOLUTION**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,  
CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE  
KNOWN AS ROUND ROCK MUNICIPAL UTILITY DISTRICT NO. 3 (OR NEXT  
AVAILABLE NUMERICAL DESIGNATION)**

**WHEREAS,** the City of Round Rock (the "City") has received a Petition for Consent to Creation of a Municipal Utility District (the "District") and inclusion of the land described in Exhibit A attached hereto (the "Land"); and

**WHEREAS,** the Land is located within the corporate limits of the City; and

**WHEREAS,** Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code provide that land within a city's corporate limits may not be included within a municipal utility district without the city's consent; and

**WHEREAS,** the City desires to grant consent to the creation of the municipal utility district and inclusion of the Land in the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
ROUND ROCK, TEXAS:**

- 1.** That the City Council of the City hereby grants its written consent to the creation of the District and the inclusion of Land within such District. The District is authorized to exercise all powers granted to a municipal utility district, or which may be hereafter granted, under the Constitution and laws of the State of Texas, and the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.
- 2.** That the City Council of the City further states that it has not relinquished any rights, duties, or powers relating to the creation of the District within its corporate limits and that while the City consents to the creation of the District, it does not release the area within the District from its corporate limits.
- 3.** That this resolution take effect immediately from and after its passage.
- 4.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution

and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**DULY RESOLVED** by the City Council of the City of Round Rock, Texas, on this, the \_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**Exhibit A**

[Legal Description of the Land to be attached as exhibit to final Consent Resolution]

**EXHIBIT F**  
**FORM OF DISTRICT JOINDER**  
**JOINDER AGREEMENT**

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of \_\_\_\_\_, 2025, is executed by ROUND ROCK MUNICIPAL UTILITY DISTRICT NO. 3 (or next numerical designation) ("District"), in connection with that certain Consent and Development Agreement (the "Consent Agreement") entered into by and between the CITY OF ROUND ROCK, TEXAS, a home rule city located in Williamson County, Texas (the "City") and DEBRA KAY AND MARC BRIGGS, dated effective as of \_\_\_\_\_, 2025. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Consent Agreement.

In accordance with Section 2.02 of the Consent Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, the District executes this Joinder Agreement in order to become a Party to the Consent Agreement. Accordingly, the District hereby agrees as follows with the City and Owner:

1. The District acknowledges and confirms that it has received a copy of the Consent Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Consent Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Consent Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Consent Agreement applicable to the District to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Williamson County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first written above written.

ROUND ROCK MUNICIPAL UTILITY  
DISTRICT NO. 3 (or next numerical designation)

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

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

Title: \_\_\_\_\_

**EXHIBIT G-1**

Depiction of City Water Service Area

[attached]





**EXHIBIT G-2**

Depiction of Jonah Service Area  
[attached]



**EXHIBIT H**

Depiction of Required ROW Dedication

[attached]

Copyright © 2011 LJA Engineering, Inc. All Rights Reserved.  
 This drawing is the property of LJA Engineering, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of LJA Engineering, Inc.

