

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(New Sweden Municipal Utility District No. 3)**

THE STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

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THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule municipality ("City"), **NEW SWEDEN MUNICIPAL UTILITY DISTRICT NO. 3**, a conservation and reclamation district of the State of Texas, ("MUD3") and **BRITA OLSON FARMS LP**, a Texas limited partnership ("Developer"). In this Agreement, City, MUD3 and Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, the City, Wilson Family Communities, Inc. ("Wilson"), R.M.D. Holdings, L.P., and New Sweden MPC, L.P. (individually, a "Prior Developer" and collectively, the "Prior Developers") entered into that certain "New Sweden Development Agreement" dated March 14, 2007 (the "Prior Development Agreement") setting forth terms and conditions for development of certain real property described therein (the "Tract");

WHEREAS, by its terms, the Prior Development Agreement provided that each of the Prior Developer's rights and obligations under the Development Agreement pertain only to that portion of the Tract acquired by the Prior Developer;

WHEREAS, Developer previously acquired a portion of the Tract being more particularly described by metes and bounds and by sketch on Exhibit "A" attached hereto (the "Property");

WHEREAS, the Property is located within the boundaries of MUD3;

WHEREAS, Developer intends to develop the Property as a master-planned single family residential community in accordance with the terms of this Agreement (the "Project");

WHEREAS, since the date of the Prior Development Agreement was executed, there have been significant changes in circumstances that impact the proposed development of the Property and require revisions to the terms and conditions of the Prior Development Agreement as it relates to the Property;

WHEREAS, each of the successor owners of the lands constituting the Tract have agreed that each such owner may terminate or amend the Prior Development Agreement as it relates to the lands owned by such owner without the joinder or participation of the other successor owners, and have authorized the City to enter into separate agreements with each such owner;

WHEREAS, Developer and the City desire to amend and restate the Prior Development Agreement as it relates to the Property but not otherwise; and

WHEREAS, this Agreement amends, restates, and supersedes, the Prior Development Agreement as it relates to the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
AGREEMENTS OF THE DEVELOPER**

1.01 ETJ Matters. The Parties acknowledge and agree that the Property is located in the extraterritorial jurisdiction (ETJ) of the City. Developer shall develop the Property in accordance with the development standards and other requirements of this Agreement. Developer further agrees to oppose inclusion of any part, or all, of the Property within the extraterritorial jurisdiction or boundaries of any municipality other than those of the City.

1.02 Development of the Property. The Property shall be developed in compliance with the requirements of this Agreement and the Concept Plan attached hereto as **Exhibit “B”** (the “Concept Plan”).

1.03 Development Requirements. The Developer shall plan, plat, build out and complete development and infrastructure for the Property in compliance with this Agreement, including the Concept Plan, and federal state and local laws, ordinances, rules and regulations as they exist on the Effective Date of this Agreement (the “Applicable Regulations”), subject to the exceptions, waivers and variances to the City’s ordinances and codes hereby agreed to by the Parties as provided in this Agreement and **Exhibit “C”** attached hereto (the “Development Standards”). As more particularly provided in Section 6.02 below, any vesting of rights by Developer shall be limited to the vesting authorized by Chapter 245, Texas Local Government Code, and Developer shall otherwise be subject to the Applicable Regulations as they may be amended from time to time.

1.04 Street Construction.

(a) **General.** Street layouts will be generally as shown on the Concept Plan, and all streets will be constructed in accordance with the applicable regulatory design and construction standards. Changes to the street layout may be made so long as the changes comply with this Agreement and applicable Travis County regulations. The City agrees that all roads located within the Property shall be sized solely to accommodate development within the Property as reflected on the Concept Plan with the exception of collector roadways as identified on the City’s Transportation Master Plan. The Developer shall be responsible for constructing, and dedicating all required right-of-way to the City for, all collector roads identified on the City’s Transportation Master Plan and located wholly within the Property. For any roadways identified on the City’s Transportation Master Plan that abut the Property on one side only, the Developer shall be responsible for dedicating only one-half (1/2) of the right-of-way, and for constructing only one-half (1/2) of the roadway.

(b) **Realignment of Brita Olson.** The Parties acknowledge that the City and Travis County desire that Brita Olson be realigned within the Property in accordance with the road realignment exhibit attached hereto as **Exhibit “E”** and that the preferred realignment is marked in yellow in said exhibit (the “Preferred Alignment”). The Parties further acknowledge that the Preferred Alignment is currently located within a conservation easement held by the Walbarger Creek Conservation Alliance (“WCCA”). Subject to execution of a land exchange agreement with, and approval by, WCCA, Developer agrees to dedicate right-of-way for and construct Brita Olson along the Preferred Alignment. If WCCA will not enter into a

land exchange agreement or approve the realignment, then Developer shall dedicate the right-of-way for and reconstruct Brita Olson in the alignment marked in red in **Exhibit “E”**.

1.05 Offsite Road Improvements. The Parties acknowledge that Travis County requires a traffic impact analysis (“TIA”) to be undertaken by Developer to identify the required offsite road construction obligations required for the Project. Developer shall be responsible for construction of the road improvements or payments required by the final TIA approved by Travis County.

1.06 Deed Restrictions.

(a) Developer agrees to create a mandatory homeowners' association (HOA) over the Property that will perpetually own and maintain (i) community parks, (ii) open space and landscape areas, and (iii) detention ponds, and in all circumstances enforce deed restrictions. Notwithstanding the foregoing, the City agrees that MUD3 may own the detention ponds and parklands as long as the HOA is perpetually responsible for maintenance.

(b) In the event that the HOA fails to maintain any of the properties or facilities for which it is responsible in a state of reasonable repair and condition, then the City may repair such lands or facilities after reasonable notice and opportunity for the HOA to perform the necessary repairs and maintenance. Under such circumstances, MUD3 shall be obligated to reimburse all costs and expenses incurred by the City in connection therewith within thirty (30) days after receipt of a written invoice or payment for any facilities or lands owned by the MUD. For facilities and properties owned by the HOA and not the MUD, the Developer shall be obligated to reimburse all costs and expenses incurred by the City in connection with such maintenance and repairs within thirty (30) days after receipt of a written invoice or payment from the City.

1.07 Park and Recreation Facilities. Park and recreational facilities will be developed at the locations as generally shown in the Concept Plan in accordance with the Applicable Regulations. Dedication of parkland or payment of fees in lieu thereof shall be determined at the time of platting each subdivision within the Property.

1.08 Lot Size. There will be no more than 888 total single family lots platted within the Property. Development of the Property is subject to the minimum lot size and distribution restrictions set forth in the Concept Plan. Not more than 29% of the single family residential lots in the Property shall be forty feet (40') wide, and no less than 16.7% of the single family residential lots in the Property shall be fifty feet (50') wide.

1.09 Water Service. Developer agrees that the City shall not be responsible for providing retail water service to the Property. City acknowledges that MUD3 has or will enter into a wholesale water service agreement with Aqua Water Supply Corporation (“Aqua”) pursuant to which Aqua will provide wholesale water service to MUD3, and MUD3 shall be the retail water service provider to all lands within the Property. Developer shall be responsible for funding and construction of all facilities required for the provision of water service within the Property, and the City shall have no responsibilities therefor.

1.10 Fire Flow. Developer agrees that the Property must be developed to meet the applicable City fire flow standards set forth in the City’s Engineering Design Manual and Construction Standards, as amended, provided such standards do not conflict with the applicable standards of any emergency services district or other authority with relevant jurisdiction. Developer further agrees that the Property must be developed to meet the applicable Fire Code adopted by the City.

1.11 Wastewater Service.

(a) MUD3 shall be the retail wastewater service provider to all customers within the Property. The City shall provide wholesale wastewater service to MUD3 in accordance with the terms and conditions of the Agreement Regarding Wholesale Wastewater Service previously executed by the City and MUD3.

(b) To the extent that any lands within the Property are located in a sewer certificate of convenience and necessity held by the City, the City consents to retail sewer service to such lands by MUD3, agrees to not contest decertification of said lands, and agrees not to seek compensation in connection therewith, so that MUD3 may provide retail wastewater service.

(c) MUD3 will not make any retail service connection within the Property unless the applicable City platting process is complied with and the City's Wastewater Capital Recovery Fee have been collected for payment to the City for such connection as set forth in the Agreement Regarding Wholesale Wastewater Service previously executed by the City and MUD3.

(d) The City shall grant non-exclusive easements to Developer and/or MUD3 in a form subject to the City's reasonable approval for the purposes of allowing the Developer to construct, and MUD3 to own and operate, any facilities to be located on lands (or within easements) owned by City and required to be constructed for wholesale wastewater service by the City.

1.12 Permits, Inspections and Approvals. As the Project is located outside the corporate limits of the City, building permits shall not be applicable to the Project. To enhance public safety for future residents, Developer agrees that builders shall obtain and pay corresponding fees to the City for City permits and inspections limited to compliance with the electric, plumbing and framing codes adopted by the City. The Project shall not be subject to any other in-City construction or permitting requirements that are otherwise not applicable to lands located outside the corporate limits of the City. Developer agrees to include a plat note in each final subdivision plat stating that electric, plumbing, and framing permits are required and are to be submitted to the City Building Department using the respective applications promulgated by the City for each trade code. Inspections associated with these permits shall be conducted at the frequency required under, and in accordance with, City requirements. Notice of any other deficiency outside of the specific trade inspection observed during the trade inspection will be provided to the builder, however, correction is not required and the City shall not be liable if the builder does not correct a noted deficiency. Nothing herein shall be construed to exempt the Developer from any applicable requirements of Travis County.

II.

STRATEGIC PARTNERSHIP AGREEMENT, SURCHARGE AND AGREEMENT NOT TO SEEK ANNEXATION BY ANY OTHER ENTITY

2.01 Strategic Partnership Agreement. MUD3 agrees that simultaneously with the execution of this Agreement, it shall execute a strategic partnership agreement with the City pursuant to Chapter 43, Texas Local Government Code (the "*Strategic Partnership Agreement*") substantially the form attached hereto as **Exhibit "D"**. Said Strategic Partnership Agreement shall replace and supersede any prior strategic partnership agreement executed by the City and MUD3.

2.02 Agreement not to Seek Annexation by Another Entity. In furtherance of the purposes of this Agreement, the Developer and MUD3 agree, that neither Developer nor MUD3 will seek or support

any effort to incorporate the Property or any part thereof, nor to include the Property within the boundaries of any incorporated entity other than the City and MUD3, without the prior written consent of the City.

III. AGREEMENTS OF THE CITY

3.01 Timing of Annexation of MUD3. The Developer and MUD3 agree that the City may annex MUD3 in accordance with the terms and conditions of the Strategic Partnership Agreement; provided, however, the City shall not annex any lands within MUD3 prior to the installation of 95 percent of the facilities eligible for financing by a municipal utility district under Texas law.

IV. ISSUANCE OF BONDS BY MUD3

4.01 Purposes. MUD3 may issue bonds or notes ("Bonds") for all purposes authorized under the laws of the State of Texas including without limitation, for the purposes of the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, or contract rights, necessary to (a) provide a water supply for municipal uses, domestic uses, and commercial purposes; (b) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; (c) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the MUD3; (d) pay those expenses authorized pursuant to Section 49.155 of the Texas Water Code; (e) design, acquire, construct, finance, and convey roads to the City, to Travis County or to the State of Texas for operation and maintenance as authorized pursuant to Section 54.234 of the Texas Water Code; and (f) develop and maintain park and recreational facilities as authorized pursuant to Subchapter N of Chapter 49 of the Texas Water Code. MUD3 may reimburse the Developer in amounts and for purposes only as authorized by TCEQ rules and regulations, or in the absence of any such rules and regulations, to the extent authorized by the laws of the State of Texas.

4.02 Maximum Amount of New Money Bonds. The total principal amount of all new money Bonds that may be issued by MUD3, on a cumulative basis, may not exceed \$75,000,000 without prior City Council approval. This total principal amount of Bonds will be exclusive of the principal amount of any authorized refunding Bonds.

4.03 Terms and Conditions of District Bonds.

(a) Bonds, including refunding Bonds, issued by MUD3 shall, unless otherwise agreed to by the City, comply with the following requirements, provided that such requirements do not generally render the Bonds unmarketable:

(i) The Bonds shall be issued in series with a minimum limit on each series of Bonds of \$1,000,000, unless the series in question is the last issue of bonds to be issued by MUD3;

(ii) 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, 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 3% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Year 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); and

(iii) MUD3 shall reserve the right to redeem each series of its Bonds at any time no later than the tenth (10th) anniversary of the date of issuance, without premium.

(b) It is specifically agreed that MUD3's bonds or notes, when issued, may be secured by a pledge of MUD3's taxes and/or revenues, as required by market conditions at the time of issuance.

4.04 Notice to City. MUD3 may issue bonds and notes, including bond anticipation notes and revenue notes, only after notifying the City of its intention to do so at least thirty (30) days prior to the anticipated date of execution of the proposed bond or note purchase agreement.

4.05 Submittal of Bond Application. No later than thirty (30) days after the filing of any bond application with TCEQ, MUD3 will provide the application to the City. The City may object to any bond issue which does not comply with the terms of this Article (a "City Objection"). Any City Objection must (a) be in writing; (b) be given to MUD3 within 30 days from the date of the City's receipt of the bond application; (c) be signed by the City Manager of the City; and (d) specifically identify the non-compliance. If a City Objection is timely made, the City and MUD3 will use good faith efforts to resolve the City Objection within a reasonable time, and MUD3 will not proceed with the sale of the Bonds to which the City Objection applies until the City Objection has been cured or waived. If a City Objection is not timely made, MUD3 may proceed with the sale of the Bonds without needing to resolve any City Objection.

4.06 Refunding Bonds. Anything in this Article to the contrary notwithstanding, no City review or approval shall be required in connection with: (a) an advance bond or note refunding which (1) has a final maturity no longer than the final maturity on the refunded bonds or notes, (2) shall achieve a net present value savings of at least three percent (3%), and (3) has savings which are substantially or fairly uniform over each maturity of bonds or notes being refunded; or (b) any current bond or note refunding which (1) has a final maturity no longer than the final maturity on the refunded bonds or notes, (2) shall achieve a net present value savings, and (3) has savings which are substantially or fairly uniform over each maturity of bonds or notes being refunded.

4.07 Limit of City's Liability. Unless the City annexes MUD3 and assumes the assets and liabilities of MUD3 upon its dissolution, neither the Bonds nor any other MUD3 liability will ever become an obligation of the City.

V. DISPUTES

5.01 Remedies. After providing notice and an opportunity to cure in accordance with Section 5.02 below, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies at law or in equity which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs of court, including reasonable attorney's fees.

5.02 Notice and Opportunity to Cure. If any Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement in any material respect or is otherwise in material breach or material default under this Agreement (collectively, a "Default") then the other Party (referred to herein as the "Non-Defaulting Party") may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within thirty (30) days after the Defaulting

Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.

VI. AUTHORITY AND VESTING OF RIGHTS

6.01 Authority. This Agreement is entered into, in part, under the statutory authority of Subchapter G, Chapter 212 of the Texas Local Government Code.

6.02 Vesting of Rights. The City acknowledges the importance to the Developer of having certainty and predictability of development regulations while planning the Project. Likewise, the Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Developer has the vested authority to develop the Property in accordance with this Agreement, to the extent authorized by Chapter 245, Texas Local Government Code. This Agreement, shall constitute the first application in a series of applications for purposes of vesting as contemplated in Chapter 245 of the Texas Local Government Code solely with respect to the terms of this Agreement. Developer acknowledges and agrees that its vesting of rights shall be limited to vesting authorized by Chapter 245, Texas Local Government Code, and not otherwise.

6.03 Right to Continue Development. In consideration of the Developer's agreements hereunder, the City agrees that it shall not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property, except as authorized by law.

VII. GENERAL PROVISIONS

7.01 Term. This Agreement shall remain in effect for a period of forty (40) years.

7.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

7.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. All of the respective covenants, undertakings, and obligations of each of a Party will bind that Party and will apply to and bind any successors or assigns of that Party. The City acknowledges and agrees that the Developer may assign its rights and obligations hereunder, in whole or in part, to any purchaser of lands in the Property. The Developer shall provide notice of any such assignment to the City, which may require the assignee to execute an instrument evidencing its assumption of the assigned obligations.

7.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

7.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

7.06 Amendments: Modifications to Concept Plans. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties. Because the Property comprises a significant area and its development will occur in phases over a number of years, modifications to the Concept Plan may be required. Developer may request modifications to the Concept Plan, which will be processed by the City as follows:

(a) **Minor Modifications.** Modifications of the Concept Plan pertaining to (1) internal roadway and trail alignments; (2) changes in the density of specific sections or phases shown on the concept plans that do not increase the overall density of development on the Property; and (3) changes of less than twenty percent (20%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City Manager or their designee has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to internal roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City Manager or its designee has final review and decision-making authority. Minor Modifications shall not be deemed to be changes to the project under Chapter 245 of the Texas Local Government Code.

(b) **Major Modifications.** All other changes to the Concept Plan or this Agreement that are not Minor Modifications as that term is defined above shall be considered “Major Modifications.” Major Modifications to the Concept Plan must be approved as an amendment to this Agreement by the City Council. Major Modifications shall qualify as changes to the project under Chapter 245 of the Texas Local Government Code, to the extent provided under said Chapter. The addition or deletion of real property subject to this Agreement shall qualify as a Major Modification.

7.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

7.08 Notices. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it with Federal Express or another delivery service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; or (ii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice given in any manner will be effective when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY:

Pflugerville City Manager
Attn. Planning & Development Services
PO Box 589
Pflugerville, Texas 78691-0589

DEVELOPER:

Brita Olson Farms LP
5501-A Balcones #316
Austin, Texas 78731
Attn: Kevin Smith

MUD3:

New Sweden Municipal Utility District No. 3
c/o McLean & Howard, LLP
4301 Bull Creek Rd., Suite 150
Austin, Texas 78731

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

7.09 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A -	Description of Property
Exhibit B-	Concept Plan
Exhibit C-	Development Standards t
Exhibit D -	Form of Strategic Partnership Agreement
Exhibit E-	Road Realignment Exhibit

7.10 Time of the Essence. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

7.11 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and all applicable City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Developer. MUD3 hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all laws and is binding upon the district.

7.12 Effective Date; Recordation. This Agreement shall be effective on the latest date accompanying the signature lines below. This Agreement shall be recorded in the Official Public Records of Travis County, Texas.

7.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (e.g., .PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

CITY OF PFLUGERVILLE:

By: _____

Printed Name: _____

Title: City Manager

Date: _____

ATTEST:

City Secretary

STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on the _____ day of _____, _____, by _____, as _____ of the City of Pflugerville, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

Print Name: _____

[seal]

**NEW SWEDEN MUNICIPAL UTILITY DISTRICT
NO. 3:**

By: _____

Printed Name: _____

Title: _____

Date: _____

Secretary

STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on the ____ day of _____,
_____, by _____, as _____ of New Sweden Municipal Utility
District No. 3, a Texas conservation and reclamation district, on behalf of said district.

Notary Public, State of Texas

Print Name: _____

[seal]

BRITA OLSON FARMS LP, a Texas limited partnership

By: **BOF GP LLC**, a Texas limited liability company, its
General Partner

By:_____

Name:_____

Title:_____

Date:_____

Exhibit “A”
Description of Property



SPOT ON SURVEYING

Land Surveying and Mapping

EXHIBIT "A"

OLSON TRACT 1 – PART 1 – 183.114 ACRES

BEING 183.114 ACRES OF LAND, MORE OR LESS, OUT OF THE THOMAS SHARP SURVEY NO. 41, ABSTRACT NO. 745 AND THE JOHN W. HANN SURVEY NO. 26, ABSTRACT NO. 353, SITUATED IN TRAVIS COUNTY, TEXAS, SAID 183.114 ACRES BEING ALL THE SAME 183.169 ACRE TRACT CONVEYED TO LARRY S. OLSEN AS TRACT 2 BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2002179762, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 183.114 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set iron rod with cap stamped "SPOT ON SURVEYING" (S.I.R.C.), said point being set as a point in the Northeasterly Right-of-Way limits of Brita Olson Road a/k/a/ New Sweden Road, also described as Axell Lane, as recorded in Book 1, Page 98 of the Commissioner Court Road Minutes of Travis County, Texas, said point also being set as the Southeasterly corner of that 216.30 acre tract conveyed to Wind River Cattle LLC by Special Warranty Deed recorded as Document No. 2012216344, (O.P.R.T.C.TX.) and being set as the Southwesterly corner of said 183.169 acre tract, for the Southwesterly corner hereof;

THENCE N 27° 31' 38" E, 2,465.06 feet leaving said Right of Way limits, with the common limits of said 216.30 acre tract and said 183.169 acre tract to a found 1" iron pipe in concrete, said point being accepted as an angle point in the Southeasterly limits of said 216.30 acre tract, also being accepted as the Southwesterly corner of that 20.00 acre tract conveyed to John Curtis Young, Jr. by Deed recorded in Volume 13228, Page 3829, Real Property Records, Travis County, Texas (R.P.R.T.C.TX.) and being accepted as the Northwesterly corner of said 183.169 acre tract, for the Northwesterly corner hereof;

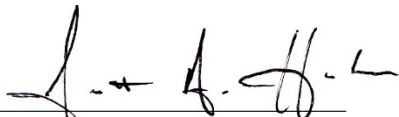
THENCE S 62° 23' 39" E, 3,237.53 feet leaving the Southeasterly limits of said 216.30 acre tract, with the common Southwesterly limits of said 20.00 acre tract, the Southwesterly limits of that 17.252 acre tract conveyed to Vanna Hart Proffitt by Last Will and Testament of Kenneth Warron Proffitt recorded as Document No. 2008127585, (O.P.R.T.C.TX.), the Southwesterly limits of that 8.329 acre tract conveyed as Tract 2 to Latonia F. Whitson by Correction Instrument as to a Recorded Original Instrument recorded as Document No. 2019047077, (O.P.R.T.C.TX.), the Southwesterly limits of that 5.095 acre tract conveyed to Tommie Whitson Jr. and Murlene Whitson as Tract 1 by Warranty Deed with Vendor's Lien recorded as Document No. 2015073092, (O.P.R.T.C.TX.), the Southwesterly limits of that 18.78 acre tract conveyed to Vernon Hodde by Special Warranty Deed recorded as Document No. 2008161772, (O.P.R.T.C.TX.), the Southwesterly limits of that 18.18 acre tract conveyed to Georgia Dean Hodde by Special Warranty Deed recorded as Document No. 2008148489, (O.P.R.T.C.TX.), the Southwesterly limits of that 8.78 acre tract conveyed to James J. Campos and Shannon Campos by General Warranty Deed with Vendor's Lien recorded as Document No. 2012093954, (O.P.R.T.C.TX.) and the Northeasterly limits of said 183.169 acre tract to a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as the most Southerly corner of said 8.78 acre tract, for an angle point hereof;

THENCE N 28° 39' 12" E, 576.13 feet with the common Southeasterly limits of said 8.78 acre tract and said 183.169 acre tract to a found iron rod with cap – illegible, said point being accepted as a point in the Southwesterly Right of Way limits of Sandeen Road, also described as Manda & Rice Crossing Road, as recorded in Book 1, Page 110 of the Commissioner Court Road Minutes of Travis County, Texas and also being accepted as a point in the Northeasterly limits of said 183.169 acre tract, for an angle point in the Northeasterly limits hereof;

THENCE S 62° 21' 24" E, 383.60 feet leaving the Southeasterly limits of said 8.78 acre tract, with the common Southwesterly Right of Way limits of said Sandeen Road and the Northeasterly limits of said 183.169 acre tract to a found 5/8" iron rod, said point being accepted as a point in the Northwesterly Right of Way limits of said Brita Olson Road and being accepted as the most Easterly corner of said 183.169 acre tract, for the most Easterly corner hereof;

THENCE leaving the Southwesterly Right of Way limits of said Sandeen Road, with the common limits of said Brita Olson Road and said 183.169 acre tract, the following seven (7) courses:

1. S 27° 06' 44" W, 2,204.62 feet to a found iron rod with cap stamped GORRONDONA AND ASSOCIATES", said point being the beginning of a curve concave Northerly, having a radius of 95.00 feet;
2. Southwesterly with said curve to the right through an interior angle of 90° 30' 17" an arc distance of 150.06 feet, having a chord bearing and distance of S 72° 21' 53" W, 134.94 feet to a (S.I.R.C.);
3. N 62° 22' 59" W, 1,463.41 feet to a (S.I.R.C.), said point being set as the beginning of a curve concave Southerly, having a radius of 105.00 feet;
4. Southwesterly with said curve to the left through an interior angle of 90° 01' 10" an arc distance of 164.97 feet, having a chord bearing and distance of S 72° 36' 26" W, 148.52 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR."
5. S 27° 35' 51" W, 580.55 feet to a found iron rod with cap stamped GORRONDONA AND ASSOCIATES", said point being accepted as the beginning of a curve concave Northerly, having a radius of 55.00 feet;
6. Southwesterly with said curve to the right through an interior angle of 90° 00' 09" W an arc distance of 86.40 feet, having a chord bearing and distance of S 72° 35' 55" W, 77.78 feet to a (S.I.R.C.);
7. N 62° 24' 01" W, 1,928.90 feet to the POINT OF BEGINNING hereof, containing a calculated area of 7,976,440.82 sq. ft., 183.114 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey Sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.


Scott A. Hahn, RPLS 6375

Spot On Surveying, Inc.

614 Jerrys Lane

Buda, TX. 78610

(512)523-8092

TBPLS Firm# 10193894

SOS J/N: 0048-20-004



February 14, 2022

Date



SPOT ON SURVEYING

Land Surveying and Mapping

EXHIBIT "A-1"

OLSON TRACT 1 – PART 2 – 26.758 ACRES

BEING 26.758 ACRES OF LAND, MORE OR LESS, OUT OF THE THOMAS SHARP SURVEY NO. 41, ABSTRACT NO. 745 AND THE JOHN W. HANN SURVEY NO. 26, ABSTRACT NO. 353, SITUATED IN TRAVIS COUNTY, TEXAS, SAID 26.758 ACRES, BEING ALL OF THAT 26.729 ACRE REMAINDER TRACT CONVEYED TO LARRY S. OLSON BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2002179762, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), TOGETHER WITH THAT 1.000 ACRE TRACT CONVEYED TO ROBERT AVERA (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106369, (O.P.R.T.C.TX.), ALSO BEING THAT 1.000 ACRE TRACT CONVEYED TO GARY BETHEL (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106370, (O.P.R.T.C.TX.), ALSO BEING THAT 1.000 ACRE TRACT CONVEYED TO KENT GAYOS (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106371, (O.P.R.T.C.TX.), ALSO BEING THAT 1.000 ACRE TRACT CONVEYED TO JUDY MOSS (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106372, (O.P.R.T.C.TX.), AND BEING THAT 1.000 ACRE TRACT CONVEYED TO LISA WAINER (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106373, (O.P.R.T.C.TX.) SAID 26.758 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 3" iron pipe, said point being accepted as an angle point in the Southerly Right of Way limits of Brita Olson Road a/k/a/ New Sweden Road, and also described as Axell Lane, as recorded in Book 1, Page 98 of the Commissioner Court Road Minutes of Travis County, Texas, also being accepted as the most Northerly corner of that 234.27 acre tract conveyed to Robert M. Tiemann by Warranty Deed as Document No. 1999152318, (O.P.R.T.C.TX.) and also being accepted as the most Westerly corner of said 26.729 acre tract, for the most Westerly corner hereof;

THENCE leaving the Northeasterly limits of said 234.27 acre tract, with the common Right of Way limits of said Brita Olson Road and said 26.729 acre remainder tract, the following three (3) courses:

1. N 27° 34' 47" E, 664.22 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as the beginning of a curve concave Southeasterly, having a radius of 55.00 feet;
2. Northeasterly with said curve to the right through an interior angle of 89° 35' 54" an arc distance of 86.01 feet, having a chord bearing and distance of N 72° 58' 57" E, 77.51 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR.";
3. S 62° 24' 49" E, 1,378.85 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as the most Northerly corner of that 1.972 acre tract of land conveyed to Larry S. Olsen by Quitclaim Deed recorded as Document No. 2006026110, (O.P.R.T.C.TX.), also being an angle point in the Northeasterly limits of said 26.729 acre tract, for an angle point in the Northeasterly limits hereof;

THENCE leaving said Right of Way limits with the common limits of said 26.729 acre tract and said 1.972 acre tract the following three (3) courses;

1. S 26° 55' 01" W, 385.00 feet to a set iron rod with cap stamped "SPOT ON SURVEYING", (SIRC);
2. S 62° 15' 59" E, 223.33 feet to a (SIRC);
3. N 26° 55' 01" E, 385.00 feet to a found 5/8" iron rod, said point being accepted as the most Easterly corner of said 1.972 acre tract, also being a point in said Southwesterly Right of Way limits, and for an angle point in the Northeasterly limits hereof;

THENCE leaving the common limits of said 1.972 acre tract, with the common Right of Way limits of said Brita Olson Road and said 26.729 acre tract, the following two (2) courses;

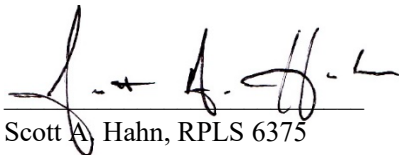
1. S 63° 48' 55" E, 7.41 feet to a found iron rod with cap stamped "GORRONDONA & ASSOCIATES";
2. N 27° 09' 01" E, 146.29 feet to a (S.I.R.C.), said point being set as an angle point in the Northwesterly limits of that 155.552 acre tract conveyed to Tanya Elizabeth Wilder, John Roland Wilder and Sara Melinda Wilder (3/4 interest) by Special Warranty Deed recorded as Document No. 2002179763, (O.P.R.T.C.TX.), Tajosa Partners (1/12 interest) by Special Warranty Deed recorded as Document No. 2006043512, (O.P.R.T.C.TX.), Tajosa Partners (1/12 interest) by Special Warranty Deed recorded as Document No. 2006043513, (O.P.R.T.C.TX. and Tajosa Partners (1/12 interest) by Special Warranty Deed recorded as Document No. 2006043514, and for an angle point hereof;

THENCE leaving said Right of Way with the common limits of said 155.552 acre tract and said 26.729 acre remainder tract, the following two (2) courses:

1. S 62° 15' 59" E, 194.84 feet to a (S.I.R.C.), said point being set as the most Easterly corner of said 26.729 acre tract, for the most Easterly corner hereof;
2. S 27° 08' 00" W, 690.12 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as a point in the Northeasterly limits of said 234.27 acre tract, also being accepted as the most Westerly corner of said 155.552 acre tract, and as the Southeasterly corner of said 26.729 acre, for the Southeasterly corner hereof;

THENCE with the common limits of said 234.27 acre tract and said 26.729 acre tract, the following three (3) courses:

1. N 62° 25' 13" W, 617.11 feet to a found 1" iron pipe, said point being accepted as the most Easterly corner of said 1.000 acre tract, for an angle point hereof;
2. S 28° 35' 09" W, 162.88 feet to a found 1/2" iron pipe, said point being accepted as the most Southerly corner of said 1.000 acre tract, for the most Southerly corner hereof;
3. N 62° 55' 16" W, 1,243.97 feet to the POINT OF BEGINNING hereof, passing at 265.24 feet a found iron rod with cap stamped "GORRONDONA & ASSOCIATES", said point being accepted as the most Westerly corner of said 1.000 acre tract, containing a calculated area of 1,165,577.36, sq. ft., 26.758 acres, said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey Sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.



Scott A. Hahn, RPLS 6375
Spot On Surveying, Inc.
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Buda, TX. 78610
(512)523-8092
TBPLS Firm# 10193894
SOS J/N: 0048-20-004



February 14, 2022

Date



SPOT ON SURVEYING

Land Surveying and Mapping

EXHIBIT "A"

OLSON TRACT 2 – 1.974 ACRES

BEING 1.974 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN W. HANN SURVEY NO. 26, ABSTRACT NO. 353, SITUATED IN TRAVIS COUNTY, TEXAS, SAID 1.974 ACRES BEING ALL OF THAT 1.972 ACRE TRACT CONVEYED TO LARRY S. OLSON BY QUITCLAIM DEED RECORDED AS DOCUMENT NO. 2006026110, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, (O.P.R.T.C.TX.), SAID 1.974 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as a point in the Southwesterly Right of Way limits of Brita Olson Road a/k/a/ New Sweden Road, and also described as Axell Lane, as recorded in Book 1, Page 98 of the Commissioner Court Road Minutes of Travis County, Texas, also being accepted as An angle point in the Northeasterly limits of that 26.729 acre tract of land conveyed to Larry S. Olson by Special Warranty Deed recorded as Document No. 2002179762, (O.P.R.T.C.TX.), and for the most Northerly corner of said 1.972 acre tract, for the most Northerly corner hereof, having a found iron rod with cap stamped "RPLS 1753 PROP. COR." falling N 62° 24' 49" E, 1378.85 feet from said point for reference purposes;

THENCE leaving said Right of Way limits with the common limits of said 26.729 acre tract and said 1.972 acre tract the following three (3) courses;

1. S 26° 55' 01" W, 385.00 feet to a set iron rod with cap stamped "SPOT ON SURVEYING", (SIRC);
2. S 62° 15' 59" E, 223.33 feet to a (SIRC);
3. N 26° 55' 01" E, 385.00 feet to a found 5/8" iron rod, said point being accepted as a point in said Southwesterly Right of Way limits, also being accepted as the most Easterly corner of said 1.972 acre tract, for the most Easterly corner hereof;

Thence N 62° 15' 59" W, 223.33 feet with the common limits of said Right of Way and said 1.972 acre tract to the POINT OF BEGINNING hereof containing a calculated area of 85,973.80 sq. ft., 1.974 acres, said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey Sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.

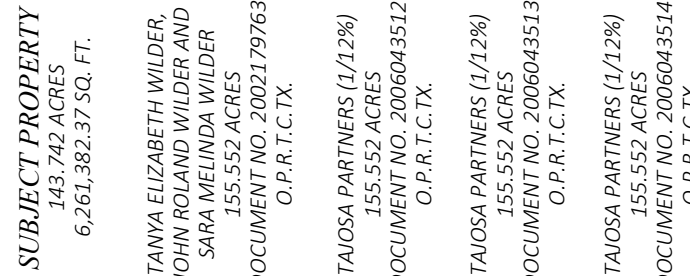
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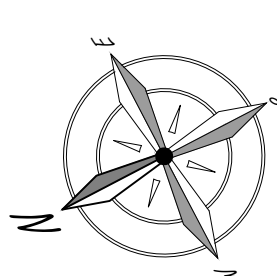
Date

INTENDED TO BE PLOTTED ON 36 X 48 INCH TABLOID PAPER



ROBERT K. ILIANN
234.27 ACRES
CURRENT NO. 1999152318

MISS YADIRA CIGARRA AND HUSBAND,
EMIGRI IN 1995



10/1/84 11:10

KEY INFORMATION

E FLOOD/100-YEAR FLOOD), ALSO KNOWN AS A 1% ACF, IS WITHIN THE LIMITS ESTABLISHED BY THE NATIONAL FLOOD INSURANCE PROGRAM ACT OF 1968, AS AMENDED.

EARNINGS: EARNINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE CENTRAL ZONE UTILIZING STATE ORIGINATING AND CORRECTIVE

NEVER USED OR RECEIVED FOR BURIED GAS, COMMUNICATIONS, ELECTRICAL AND/OR FOR THE BURIED SERVICES SHOWN HEREON.

OWNER INFORMATION:

5 NOTICE:

OR MAKES NO GUARANTEE THAT THE IMPROVEMENTS SHOWN HEREON COMPOSE OF THE ENTIRETY OF THE IMPROVEMENTS THAT HAVE BEEN MADE OR WILL BE MADE. THE IMPROVEMENTS SHOWN HEREON ARE NOT A PART OF THIS SURVEY.

THE LEGEND:
 (SEEN (2/8 INTEREST), REMAINDER OF 26.729 ACRES, DOCUMENT NO. 2002129762, O.R.

5 (1/8 INTEREST), 1,000 ACRES, DOCUMENT NO. 2009160372, O.P.A.T.C.TX.
 6 (1/8 INTEREST), 1,000 ACRES, DOCUMENT NO. 2009160373, O.P.A.T.C.TX.

VERMENT
COMMUNICATION SIGN
CATION ARTISTAL

RECORDS, TRANS COUNTY, TEXAS.

LEGEND:

— — — — —
— — — — —
— — — — —
— — — — —
— — — — —
— — — — —

= ASPHALT LIMITS
= SAND WIRE FENCE
= APPROXIMATE CENTERLINE OF CREEK

— = GUY WIRE
— = BUILDING OR HANGING
— = DARNING OR SMOKING
— = BURNED STOMACH OR BURN

END.

 CONCRETE HATCH

LOW ROD WITH CAP STAMPED "SPOT ON SURVEYING".
MONUMENT AS DESCRIBED.

IRON ROD WITH CAP STAMPED "NILES 1753 PROP. CO. N.Y."

1 1/2" IRON PIPE.

DESCRIPTION DES SÉQUENCES 4.

OLDER, SARAH BELLMAN, WIDOW UNDER THE LAST WILL AND TESTAMENT OF LAWRENCE W. BELLMAN, DECEASED, IN CAUSE NO. 74724, PROBATE COURT OF TRAVIS COUNTY, TEXAS AND CALLED 365 AC. TRACT AND 183.269 ACRE TRACT DESCRIBED IN WARRANTY DEED TO LANNY S. O'NEILL.

10 B ITEM 10 PER COMMITMENT GF NO. 21-617762-AM:

AND TELEPHONE LINE, TOGETHER WITH ALL RIGHTS RECITED THEREIN.
(DO NOT AFFECT)

WARRANT: RECORDED; VOLUME 715, PAGE 567, DEED RECORDS, TRAVIS COUNTY, TEXAS. PUBLIC TELEPHONE LINE: TOGETHER WITH ALL RIGHTS RECIOTED THEREIN.

AND TELEPHONE LINE, TOGETHER WITH ALL RIGHTS RECITED THEREIN.
(DO NOT AFFECT)

NOTE: RECORDED: VOLUME 2403, PAGE 343. DEED RECORDS, TRAVIS COUNTY, TEXAS. PL
COMMUNICATION LINE: TOGETHER WITH ALL RIGHTS RECITED THEREIN.

TOGETHER WITH ALL RIGHTS REVERTED THEREIN TO: AQUA WATER SUPPLY CORPORATION
SUBJECT - NO PIPELINE FOUND, MAY-RUN ON NORTH R.O.W. SANDYEN ROAD)

NOT AFFECT)

5 - PLOTTED (REASON)

NT: RECORDED: DOCUMENT NO. 201410202. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 CONSERVATION ALLIANCE PURPOSE: CONSERVATION.
 35 - PLOTTED (N/ENON)

NT: RECORDED; DOCUMENT NO. 202902345; OFFICIAL PUBLIC RECORDS, TRANS CON-

35)
COMMISSIONS, AND SUBCOMMISSIONS IN THE LEAD TRANSMISSION SERVICES CONFERENCES
EXHIBIT NO. R. 201023388, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

51
WILCOX, TARRANT COUNTY, TEXAS.

REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY SUB-
MITTED BY ME TO THE BOARD OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A C-

11

0193894



SPOT ON SURVEYING

Land Surveyor and Mapping

EXHIBIT A

WILDER TRACT – 143.742 ACRES

BEING 143.742 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN W. HANN SURVEY NO. 26, ABSTRACT NO. 353, SITUATED IN TRAVIS COUNTY, TEXAS, SAID 143.742 ACRES BEING ALL OF THAT 155.552 ACRE TRACT CONVEYED TO TANYA ELIZABETH WILDER, JOHN ROLAND WILDER AND SARA MELINDA WILDER (3/4 INTEREST) BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2002179763, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), ALL OF THAT 155.552 ACRE TRACT CONVEYED TO TAJOSA PARTNERS (1/12 INTEREST) BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2006043512, (O.P.R.T.C.TX.), ALL OF THAT 155.552 ACRE TRACT CONVEYED TO TAJOSA PARTNERS (1/12 INTEREST) BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2006043513, (O.P.R.T.C.TX.) AND ALL OF THAT 155.552 ACRE TRACT CONVEYED TO TAJOSA PARTNERS (1/12 INTEREST) BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2006043514, (O.P.R.T.C.TX.), SAID 143.742 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set iron rod with cap stamped “SPOT ON SURVEYING” (S.I.R.C.), said point being accepted as a point in the Southeasterly Right-of-Way limits of Brita Olson Road a/k/a/ New Sweden Road, and also described as Axell Lane, as recorded in Book 1, Page 98 of the Commissioner Court Road Minutes of Travis County, Texas, said point also being accepted as a point in the Southwesterly Right of Way limits of Sandeen Road also described as Manda & Rice Crossing Road, as recorded in Book 1, Page 110 of the Commissioner Court Road Minutes of Travis County, Texas and also being accepted as the most Northerly corner of said 155.552 acre tract, for the most Northerly corner hereof;

THENCE S 62° 25’ 23” E, 2,214.63 feet leaving the Southeasterly limits of said Brita Olson Road, with the common Southwesterly Right of Way limits of said Sandeen Road and the Northeasterly limits of said 155.552 acre tract to a found 5/8” iron rod, said point being accepted as the most Northerly corner of that 99.70 acre tract conveyed to Joseph Dusek, III by General Warranty Deed as Document No. 2018191224, (O.P.R.T.C.TX.) and being accepted as the most Easterly corner of said 155.552 acre tract, for the most Easterly corner hereof;

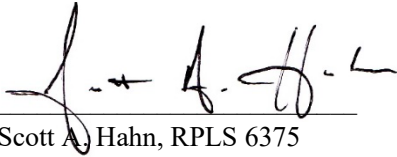
THENCE S 27° 18’ 10” W, 2,894.04 feet leaving the Southwesterly Right of Way limits of said Sandeen Road, with the common Northwesterly limits of said 99.70 acre tract, the Northwesterly limits of that 12.533 acre tract conveyed as Tract 10 to Salvador Aldape and wife, Teodula Carreno by Warranty Deed with Vendor’s Lien recorded as Document No. 2014103801, (O.P.R.T.C.TX.), the Northwesterly limits of that 10.76 acre tract conveyed as Tract 9 to Hilario Flores Sures and wife, Rufina Gonzalez, Francisco J. Banuelos and wife, Ines Flores Sures by Warranty Deed with Vendor’s Lien recorded as Document No. 2014115976, (O.P.R.T.C.TX.), the Northwesterly limits of that 21.496 acre tract conveyed as Tract 8 to Octavio Martinez and wife, Alicia Martinez by Warranty Deed recorded as Document No. 2014116100, (O.P.R.T.C.TX.) and the Southeasterly limits of said 155.552 acre tract to a found 1” iron pipe, said point being accepted as the most Easterly corner of that 234.27 acre tract conveyed to Robert M. Tiemann by Warranty Deed recorded as Document No. 1999152318, (O.P.R.T.C.TX.) and being accepted as the most Southerly corner of said 155.552 acre tract, for the most Southerly corner hereof;

THENCE N 62° 26’ 45” W, 2,010.20 feet leaving the Northwesterly limits of said 21.496 acre tract, with the common Northeasterly limits of said 234.27 acre tract and the Southwesterly limits of said 155.552 acre tract to a found iron rod with cap stamped “RPLS 1753 PROP. COR”, said point being accepted as the most Southerly corner of that 26.729 acre tract conveyed to Larry S. Olson by Special Warranty Deed, recorded as 2002179762, (O.P.R.T.C.TX.), also being accepted as the most Westerly corner of said 155.552 acre tract, for the most Westerly corner hereof;

THENCE leaving the Northeasterly limits of said 234.27 acre tract, with the common limits of said 26.729 acre tract and said 155.552 acre tract, the following two (2) courses:

1. N 27° 08' 00" E, 690.12 feet to a (S.I.R.C.), said point being set for the most Easterly corner of said 26.792 acre tract, for an angle point hereof;
2. N 62° 15' 59" W, 194.84 feet to a (S.I.R.C.), said point being accepted as a point in the Southeasterly Right of Way limits of said Brita Olson Road, also being accepted as an angle point in the Northeasterly limits of said 26.729 acre tract, and for an angle point in the Northwesterly limits of said 155.552 acre tract, for an angle point in the Westerly limits hereof;

THENCE N 27° 06' 24" E, 2,204.26 feet leaving the Northeasterly limits of said 26.729 acre tract, with the common Southeasterly Right of Way limits of said Brita Olson Road and the Northwesterly limits of said 155.552 acre tract to the POINT OF BEGINNING hereof, containing a calculated area of 6,261,382.37 sq. ft., 143.742 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey Sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.



Scott A. Hahn, RPLS 6375
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February 14, 2022

Date

**Exhibit “B”
Concept Plan**

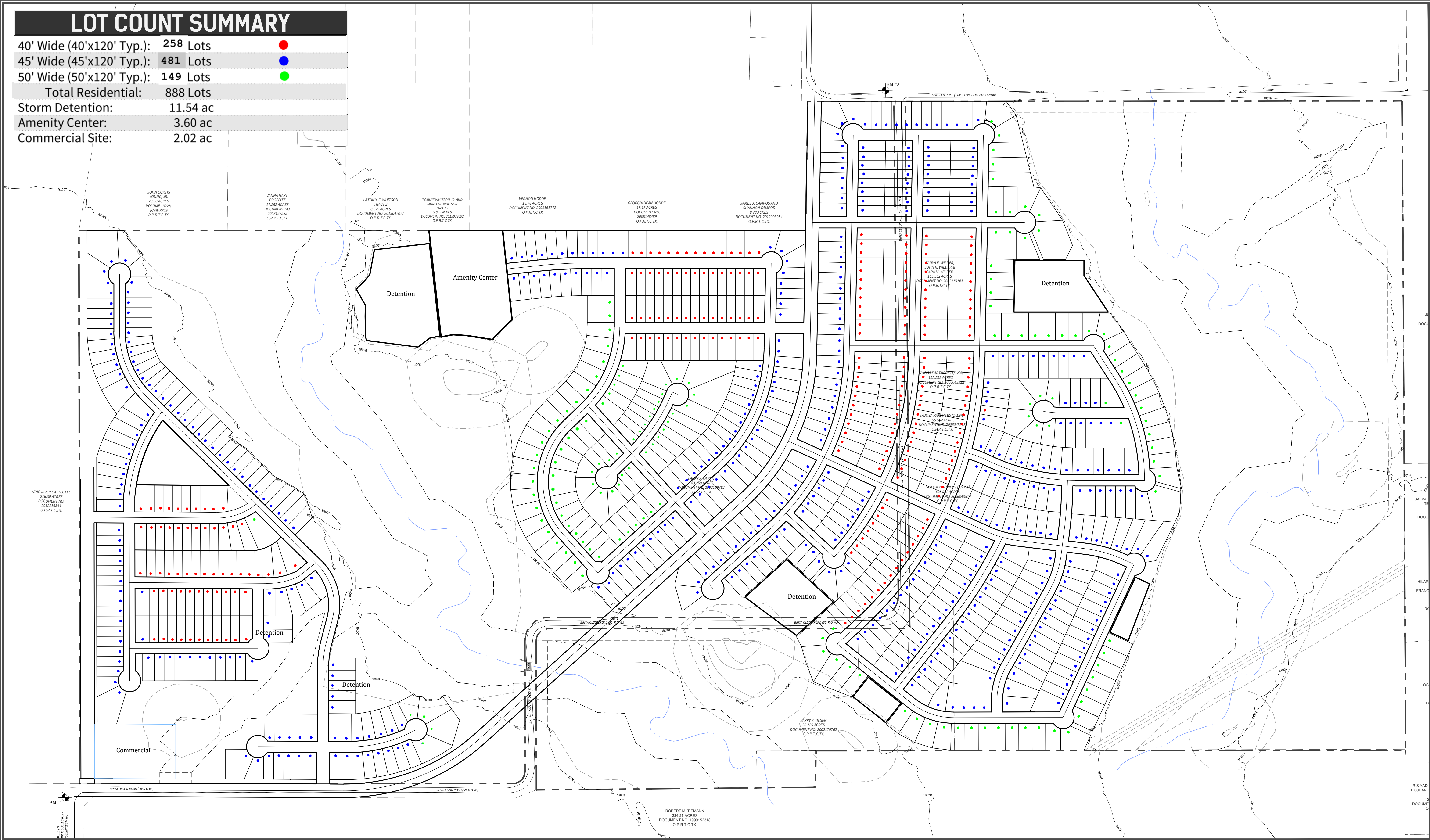


Exhibit “C”
Development Standards

DEVELOPMENT STANDARDS

The following approvals and exceptions to the Applicable Regulations as defined in the Agreement are approved by the City for the development of the Property.

RESIDENTIAL TRACT

Use and development shall comply with the zoning requirements and development standards for single family residence standard lots, and regulations and standards applicable to all zoning types and subdivisions, except as hereinafter modified:

1.0 Lot Size.

- A. Single family lots within the development shall be comprised of forty foot (40'), forty-five foot (45'), and fifty foot (50') lots, measured at the right-of-way.
- B. The minimum lot depth shall be one hundred feet (110').
- C. The minimum lot size shall be four thousand (4,000) square feet for interior lots and four thousand four hundred (4,400) square feet for corner lots.

2.0 Setbacks.

- A. The minimum front setback shall be fifteen feet (15').
- B. The minimum side setback shall be either five feet (5'), or ten feet (10') for lots with a side adjacent to a road.
- C. The minimum rear setback shall be ten feet (10').

Front lot line setbacks must be staggered to achieve a range of six feet or more over any four contiguous lots.

3.0 Impervious Area.

The maximum impervious area percentage per residential lot shall be sixty-five (65) percent.

4.0 Parking.

A minimum of two (2) off-street parking spaces shall be required for each residence. Each single-family dwelling unit shall have an attached garage. A minimum of 1 standard garage space, with door measuring 9' [W] x 7'-8' [H] shall be required per single family lot. For tandem parking a

driveway space of nineteen (19') shall be required from the edge of the sidewalk to the exterior of the garage. No additional on-site storage (attached to house or detached) shall be required.

5.0 Road Infrastructure.

Road infrastructure will be consistent with the City of Pflugerville development requirements. Boundary street right of way shall be consistent with Travis County right of way dedication requirements. Developer will consider, but not be obligated to, the use of roundabouts vs. all way stops within the subdivision.

6.0 Sidewalks.

- A.** All lots must have sidewalks along the street at least four feet (4') in width, and must be finished by the time of completion of home construction on each lot.
- B.** Maximum cross slope of 2%.

7.0 Landscaping.

Each non-corner single-family lot in the residential subdivision shall contain at least two (2) trees to be installed by the builder. To assist with the limited space, a requirement that at least half of the planted shade trees to be provided in the front yard is acceptable so there is 1 tree in front, 1 in back.

Each corner single-family lot in the residential subdivision shall contain at least four (4) trees to be installed by the builder. To assist with the limited space it is acceptable to have 1 on side, 1 in front, 2 in back.

8.0 Blocks.

The length of a block shall not exceed one thousand seven hundred and fifty feet (1,750') if the block is parallel and adjacent to an arterial street. The length of a block shall not exceed one thousand three hundred feet (1,300') if the block is not parallel and adjacent to an arterial street.

9.0 Required Materials.

The outside wall area of the first story of any dwelling unit shall have a minimum of seventy-five (75) percent cementitious material construction consisting of brick, ledge stone, field stone, stucco, other native type of stone veneer, or Hardie Plank (or similar). The front and both sides of any such dwelling shall be one hundred (100) percent cementitious material construction, with the exception of a covered entryway, boxed windows and bay windows, which may be of wood or cementitious material as approved by the Administrator. Additionally, dormers, gable ends and facade walls above the first floor may be made of cementitious material (as approved by the Administrator), provided it is installed as horizontal lap siding or vertical board-and-batten.

Exhibit “D”
Strategic Partnership Agreement

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF PFLUGERVILLE, TEXAS AND
NEW SWEDEN MUNICIPAL UTILITY DISTRICT NO. 3**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this “Agreement”) is made and entered into by and between the City of Pflugerville, Texas, a Texas home rule municipality (the “City”), and New Sweden Municipal Utility District No. 3, a conservation and reclamation district of the State of Texas (the “District”).

RECITALS

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

WHEREAS, MUD3 is a municipal utility district created under and operating in accordance with Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, MUD3 encompasses approximately 355.8 acres, more or less, located within the extraterritorial jurisdiction of the City, as depicted on **Exhibit “A”** and as more fully described on **Exhibit “B”** attached to this Agreement (the “Land”). For purposes of this Agreement, the definition of the Land shall be revised without further action of the Parties to include any additional real property annexed into MUD3 with the City’s consent, and to exclude any real property excluded from MUD3’s boundaries; and

WHEREAS, the City, Brita Olsen Farms LP and MUD3 are parties to that certain Amended and Restated Development Agreement dated the same date herewith (referred to as the “Development Agreement”); and

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

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

WHEREAS, prior to approval of this Agreement by the City Council of the City (the “City Council”), the City provided notice of two (2) public hearings in accordance with Section 43.0751(d) of the Texas Local Government Code, and all applicable laws, and the City Council conducted such public hearings in accordance with all applicable laws, at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

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

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

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

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

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

I.

EFFECT OF RECITALS; PURPOSE OF AGREEMENT; ADOPTION OF AGREEMENT

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

1.02 Purpose. The purpose of this Agreement is to provide for full purpose annexation of the Land on terms acceptable to the City and to the District in accordance with Section 43.0751(f)(5) of the Local Government Code.

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

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

1.05 Filing in Property Records. This Agreement shall be filed in the Official Public Records of Travis County, Texas.

II.

FULL PURPOSE ANNEXATION

2.01 Full Purpose Annexation. Except as otherwise provided in this Agreement or the Consent Agreement, the City agrees that it shall not annex for full purposes any of the Land within the District until the date that the District has issued bonds to reimburse the Owner for ninety-five percent (95%) of the public infrastructure eligible for reimbursement under applicable laws or TCEQ regulations. SUBJECT TO THE FOREGOING, THE DISTRICT HEREBY CONSENTS TO THE AUTOMATIC FULL PURPOSE ANNEXATION OF ALL PORTIONS OF THE LAND ON THE FULL PURPOSE ANNEXATION DATE (DEFINED HEREIN) WITHOUT FURTHER PROCEDURAL ACTION OF ANY KIND BY THE CITY COUNCIL OR THE BOARD IN ACCORDANCE WITH SECTION 43.0751(h) OF THE TEXAS LOCAL GOVERNMENT CODE. FOR PURPOSES OF THIS AGREEMENT, THE "FULL PURPOSE ANNEXATION DATE" IS THE DATE ON WHICH THE CITY COUNCIL ADOPTS AN ORDINANCE THAT INCLUDES THE LAND WITHIN THE FULL PURPOSE BOUNDARY LIMITS OF THE CITY. The Full Purpose Annexation Date may be altered only by mutual written agreement of the District and the City.

2.02 Annexation Procedures. The City shall comply with all applicable requirements of Texas law applicable to full purpose annexation of the Land.

2.03 Assumption of the District's Outstanding Obligations, Assets, Debts and Liabilities. On Full Purpose Annexation Date, the District shall cease to exist, and the City shall take over all the property and other assets of the District, and assume all the debts, liabilities, and other obligations of the District.

2.04 Tax Liability. Prior to the Full Purpose Annexation Date, neither the District nor any owners of taxable property within the District shall be liable for any debts of the City, and no ad valorem taxes shall be levied by the City upon taxable property within the District.

2.05 District Residents as Citizens of the City Upon Full Purpose Annexation. Upon the Full Purpose Annexation Date, a resident of the District becomes a citizen of the City for all purposes and shall have all the rights, privileges, and responsibilities accorded to the citizens residing in all other areas that the City has annexed for full purposes.

2.06 Regulatory and Taxation Authority. Upon full purpose annexation of the District, the City shall have all the authority and power, including taxation authority, that the City enjoys in all other areas that the City has annexed or does annex for full purposes.

III. TERM, DEFAULT AND REMEDIES

3.01 Term. As between the City and the District, this Agreement commences on the Effective Date and continues until 5:00 PM CST on the Full Purpose Annexation Date unless converted to a "Limited District".

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

3.03 Remedies on Default or Violation. If the default or violation is not cured within the Cure Period, the non-defaulting party may sue for injunctive relief, mandamus, specific performance or for such other legal and equitable relief to which the non-defaulting party may be entitled, excluding consequential and incidental damages; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. Other than termination by mutual agreement, the Parties specifically waive any right that they have or in the future may have to terminate this Agreement. All of these rights and remedies shall be cumulative. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

IV. ADDITIONAL PROVISIONS

4.01 Cooperation.

(a) The City and the District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective

obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby.

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

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

City:

City of Pflugerville
P. O. Box 589
Pflugerville, Texas 78691
Attn: City Manager
and (for overnight mail or personal delivery)

City of Pflugerville
100 E. Main Street, Suite 300
Pflugerville, Texas 78660
Attn: City Manager

District:

New Sweden Municipal Utility District No. 3
McLean & Howard, LLP
4301 Bull Creek Road, Ste. 150
Austin, Texas 78731

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

4.03 Severability; Amendment; and Waiver.

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that the Parties have a thirty (30) day period to negotiate a provision be added to this Agreement by mutual agreement of the Parties which is legal, valid,

and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible. If no agreement can be reached to modify the illegal, invalid, or unenforceable provision, and the provision is a material element of this Agreement required to carry out the Parties' intent, this Agreement shall be null and void.

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

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

4.04 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 Travis County, Texas. Any reference to a constitutional or statutory provision stated in this Agreement shall incorporate any amendments made to such provision from time to time during the term of this Agreement.

4.05 Entire Agreement. This Agreement and the Exhibits attached hereto, and the Consent Agreement and the Exhibits attached thereto, contain the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

4.06 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 neutral, 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 attached 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.

4.07 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.

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

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

4.10 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intend by any provision of this Agreement to create any rights

in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

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

Exhibit A Sketch of the Land

Exhibit B Metes and Bounds Description of the Land

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

[EXECUTION PAGES FOLLOW]

ATTEST:

CITY OF PFLUGERVILLE:

City Secretary

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

**NEW SWEDEN MUNICIPAL UTILITY DISTRICT
NO. 3:**

Secretary

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “A” TO STRATEGIC PARTNERSHIP AGREEMENT

SKETCH OF LAND

EXHIBIT “B” TO STRATEGIC PARTNERSHIP AGREEMENT

DESCRIPTION OF LAND



SPOT ON SURVEYING

Land Surveying and Mapping

EXHIBIT "B"

OLSON TRACT 1 – PART 1 – 183.114 ACRES

BEING 183.114 ACRES OF LAND, MORE OR LESS, OUT OF THE THOMAS SHARP SURVEY NO. 41, ABSTRACT NO. 745 AND THE JOHN W. HANN SURVEY NO. 26, ABSTRACT NO. 353, SITUATED IN TRAVIS COUNTY, TEXAS, SAID 183.114 ACRES BEING ALL THE SAME 183.169 ACRE TRACT CONVEYED TO LARRY S. OLSEN AS TRACT 2 BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2002179762, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 183.114 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set iron rod with cap stamped "SPOT ON SURVEYING" (S.I.R.C.), said point being set as a point in the Northeasterly Right-of-Way limits of Brita Olson Road a/k/a/ New Sweden Road, also described as Axell Lane, as recorded in Book 1, Page 98 of the Commissioner Court Road Minutes of Travis County, Texas, said point also being set as the Southeasterly corner of that 216.30 acre tract conveyed to Wind River Cattle LLC by Special Warranty Deed recorded as Document No. 2012216344, (O.P.R.T.C.TX.) and being set as the Southwesterly corner of said 183.169 acre tract, for the Southwesterly corner hereof;

THENCE N 27° 31' 38" E, 2,465.06 feet leaving said Right of Way limits, with the common limits of said 216.30 acre tract and said 183.169 acre tract to a found 1" iron pipe in concrete, said point being accepted as an angle point in the Southeasterly limits of said 216.30 acre tract, also being accepted as the Southwesterly corner of that 20.00 acre tract conveyed to John Curtis Young, Jr. by Deed recorded in Volume 13228, Page 3829, Real Property Records, Travis County, Texas (R.P.R.T.C.TX.) and being accepted as the Northwesterly corner of said 183.169 acre tract, for the Northwesterly corner hereof;

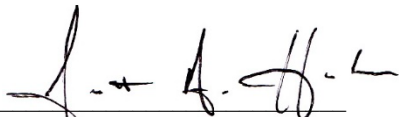
THENCE S 62° 23' 39" E, 3,237.53 feet leaving the Southeasterly limits of said 216.30 acre tract, with the common Southwesterly limits of said 20.00 acre tract, the Southwesterly limits of that 17.252 acre tract conveyed to Vanna Hart Proffitt by Last Will and Testament of Kenneth Warron Proffitt recorded as Document No. 2008127585, (O.P.R.T.C.TX.), the Southwesterly limits of that 8.329 acre tract conveyed as Tract 2 to Latonia F. Whitson by Correction Instrument as to a Recorded Original Instrument recorded as Document No. 2019047077, (O.P.R.T.C.TX.), the Southwesterly limits of that 5.095 acre tract conveyed to Tommie Whitson Jr. and Murlene Whitson as Tract 1 by Warranty Deed with Vendor's Lien recorded as Document No. 2015073092, (O.P.R.T.C.TX.), the Southwesterly limits of that 18.78 acre tract conveyed to Vernon Hodde by Special Warranty Deed recorded as Document No. 2008161772, (O.P.R.T.C.TX.), the Southwesterly limits of that 18.18 acre tract conveyed to Georgia Dean Hodde by Special Warranty Deed recorded as Document No. 2008148489, (O.P.R.T.C.TX.), the Southwesterly limits of that 8.78 acre tract conveyed to James J. Campos and Shannon Campos by General Warranty Deed with Vendor's Lien recorded as Document No. 2012093954, (O.P.R.T.C.TX.) and the Northeasterly limits of said 183.169 acre tract to a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as the most Southerly corner of said 8.78 acre tract, for an angle point hereof;

THENCE N 28° 39' 12" E, 576.13 feet with the common Southeasterly limits of said 8.78 acre tract and said 183.169 acre tract to a found iron rod with cap – illegible, said point being accepted as a point in the Southwesterly Right of Way limits of Sandeen Road, also described as Manda & Rice Crossing Road, as recorded in Book 1, Page 110 of the Commissioner Court Road Minutes of Travis County, Texas and also being accepted as a point in the Northeasterly limits of said 183.169 acre tract, for an angle point in the Northeasterly limits hereof;

THENCE S 62° 21' 24" E, 383.60 feet leaving the Southeasterly limits of said 8.78 acre tract, with the common Southwesterly Right of Way limits of said Sandeen Road and the Northeasterly limits of said 183.169 acre tract to a found 5/8" iron rod, said point being accepted as a point in the Northwesterly Right of Way limits of said Brita Olson Road and being accepted as the most Easterly corner of said 183.169 acre tract, for the most Easterly corner hereof;

THENCE leaving the Southwesterly Right of Way limits of said Sandeen Road, with the common limits of said Brita Olson Road and said 183.169 acre tract, the following seven (7) courses:

1. S 27° 06' 44" W, 2,204.62 feet to a found iron rod with cap stamped GORRONDONA AND ASSOCIATES", said point being the beginning of a curve concave Northerly, having a radius of 95.00 feet;
2. Southwesterly with said curve to the right through an interior angle of 90° 30' 17" an arc distance of 150.06 feet, having a chord bearing and distance of S 72° 21' 53" W, 134.94 feet to a (S.I.R.C.);
3. N 62° 22' 59" W, 1,463.41 feet to a (S.I.R.C.), said point being set as the beginning of a curve concave Southerly, having a radius of 105.00 feet;
4. Southwesterly with said curve to the left through an interior angle of 90° 01' 10" an arc distance of 164.97 feet, having a chord bearing and distance of S 72° 36' 26" W, 148.52 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR."
5. S 27° 35' 51" W, 580.55 feet to a found iron rod with cap stamped GORRONDONA AND ASSOCIATES", said point being accepted as the beginning of a curve concave Northerly, having a radius of 55.00 feet;
6. Southwesterly with said curve to the right through an interior angle of 90° 00' 09" W an arc distance of 86.40 feet, having a chord bearing and distance of S 72° 35' 55" W, 77.78 feet to a (S.I.R.C.);
7. N 62° 24' 01" W, 1,928.90 feet to the POINT OF BEGINNING hereof, containing a calculated area of 7,976,440.82 sq. ft., 183.114 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey Sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.


Scott A. Hahn, RPLS 6375

Spot On Surveying, Inc.

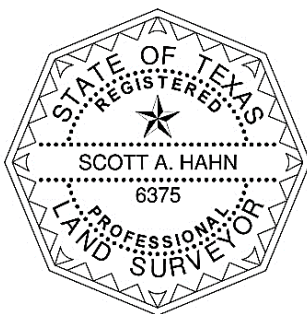
614 Jerrys Lane

Buda, TX. 78610

(512)523-8092

TBPLS Firm# 10193894

SOS J/N: 0048-20-004



February 14, 2022

Date



SPOT ON SURVEYING

Land Surveying and Mapping

EXHIBIT "B-1"

OLSON TRACT 1 – PART 2 – 26.758 ACRES

BEING 26.758 ACRES OF LAND, MORE OR LESS, OUT OF THE THOMAS SHARP SURVEY NO. 41, ABSTRACT NO. 745 AND THE JOHN W. HANN SURVEY NO. 26, ABSTRACT NO. 353, SITUATED IN TRAVIS COUNTY, TEXAS, SAID 26.758 ACRES, BEING ALL OF THAT 26.729 ACRE REMAINDER TRACT CONVEYED TO LARRY S. OLSON BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2002179762, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), TOGETHER WITH THAT 1.000 ACRE TRACT CONVEYED TO ROBERT AVERA (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106369, (O.P.R.T.C.TX.), ALSO BEING THAT 1.000 ACRE TRACT CONVEYED TO GARY BETHEL (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106370, (O.P.R.T.C.TX.), ALSO BEING THAT 1.000 ACRE TRACT CONVEYED TO KENT GAYOS (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106371, (O.P.R.T.C.TX.), ALSO BEING THAT 1.000 ACRE TRACT CONVEYED TO JUDY MOSS (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106372, (O.P.R.T.C.TX.), AND BEING THAT 1.000 ACRE TRACT CONVEYED TO LISA WAINER (1/8 INTEREST) BY REPLACEMENT WARRANTY DEED RECORDED AS DOCUMENT NO. 2009106373, (O.P.R.T.C.TX.) SAID 26.758 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 3" iron pipe, said point being accepted as an angle point in the Southerly Right of Way limits of Brita Olson Road a/k/a/ New Sweden Road, and also described as Axell Lane, as recorded in Book 1, Page 98 of the Commissioner Court Road Minutes of Travis County, Texas, also being accepted as the most Northerly corner of that 234.27 acre tract conveyed to Robert M. Tiemann by Warranty Deed as Document No. 1999152318, (O.P.R.T.C.TX.) and also being accepted as the most Westerly corner of said 26.729 acre tract, for the most Westerly corner hereof;

THENCE leaving the Northeasterly limits of said 234.27 acre tract, with the common Right of Way limits of said Brita Olson Road and said 26.729 acre remainder tract, the following three (3) courses:

1. N 27° 34' 47" E, 664.22 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as the beginning of a curve concave Southeasterly, having a radius of 55.00 feet;
2. Northeasterly with said curve to the right through an interior angle of 89° 35' 54" an arc distance of 86.01 feet, having a chord bearing and distance of N 72° 58' 57" E, 77.51 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR.";
3. S 62° 24' 49" E, 1,378.85 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as the most Northerly corner of that 1.972 acre tract of land conveyed to Larry S. Olsen by Quitclaim Deed recorded as Document No. 2006026110, (O.P.R.T.C.TX.), also being an angle point in the Northeasterly limits of said 26.729 acre tract, for an angle point in the Northeasterly limits hereof;

THENCE leaving said Right of Way limits with the common limits of said 26.729 acre tract and said 1.972 acre tract the following three (3) courses;

1. S 26° 55' 01" W, 385.00 feet to a set iron rod with cap stamped "SPOT ON SURVEYING", (SIRC);
2. S 62° 15' 59" E, 223.33 feet to a (SIRC);
3. N 26° 55' 01" E, 385.00 feet to a found 5/8" iron rod, said point being accepted as the most Easterly corner of said 1.972 acre tract, also being a point in said Southwesterly Right of Way limits, and for an angle point in the Northeasterly limits hereof;

THENCE leaving the common limits of said 1.972 acre tract, with the common Right of Way limits of said Brita Olson Road and said 26.729 acre tract, the following two (2) courses;

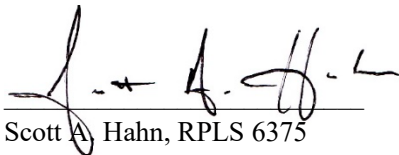
1. S 63° 48' 55" E, 7.41 feet to a found iron rod with cap stamped "GORRONDONA & ASSOCIATES";
2. N 27° 09' 01" E, 146.29 feet to a (S.I.R.C.), said point being set as an angle point in the Northwesterly limits of that 155.552 acre tract conveyed to Tanya Elizabeth Wilder, John Roland Wilder and Sara Melinda Wilder (3/4 interest) by Special Warranty Deed recorded as Document No. 2002179763, (O.P.R.T.C.TX.), Tajosa Partners (1/12 interest) by Special Warranty Deed recorded as Document No. 2006043512, (O.P.R.T.C.TX.), Tajosa Partners (1/12 interest) by Special Warranty Deed recorded as Document No. 2006043513, (O.P.R.T.C.TX. and Tajosa Partners (1/12 interest) by Special Warranty Deed recorded as Document No. 2006043514, and for an angle point hereof;

THENCE leaving said Right of Way with the common limits of said 155.552 acre tract and said 26.729 acre remainder tract, the following two (2) courses:

1. S 62° 15' 59" E, 194.84 feet to a (S.I.R.C.), said point being set as the most Easterly corner of said 26.729 acre tract, for the most Easterly corner hereof;
2. S 27° 08' 00" W, 690.12 feet to a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as a point in the Northeasterly limits of said 234.27 acre tract, also being accepted as the most Westerly corner of said 155.552 acre tract, and as the Southeasterly corner of said 26.729 acre, for the Southeasterly corner hereof;

THENCE with the common limits of said 234.27 acre tract and said 26.729 acre tract, the following three (3) courses:

1. N 62° 25' 13" W, 617.11 feet to a found 1" iron pipe, said point being accepted as the most Easterly corner of said 1.000 acre tract, for an angle point hereof;
2. S 28° 35' 09" W, 162.88 feet to a found 1/2" iron pipe, said point being accepted as the most Southerly corner of said 1.000 acre tract, for the most Southerly corner hereof;
3. N 62° 55' 16" W, 1,243.97 feet to the POINT OF BEGINNING hereof, passing at 265.24 feet a found iron rod with cap stamped "GORRONDONA & ASSOCIATES", said point being accepted as the most Westerly corner of said 1.000 acre tract, containing a calculated area of 1,165,577.36, sq. ft., 26.758 acres, said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey Sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.



Scott A. Hahn, RPLS 6375
Spot On Surveying, Inc.
614 Jerrys Lane
Buda, TX. 78610
(512)523-8092
TBPLS Firm# 10193894
SOS J/N: 0048-20-004



February 14, 2022

Date



SPOT ON SURVEYING

Land Surveying and Mapping

EXHIBIT "B-2"

OLSON TRACT 2 – 1.974 ACRES

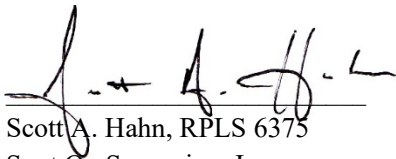
BEING 1.974 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN W. HANN SURVEY NO. 26, ABSTRACT NO. 353, SITUATED IN TRAVIS COUNTY, TEXAS, SAID 1.974 ACRES BEING ALL OF THAT 1.972 ACRE TRACT CONVEYED TO LARRY S. OLSON BY QUITCLAIM DEED RECORDED AS DOCUMENT NO. 2006026110, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, (O.P.R.T.C.TX.), SAID 1.974 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING a found iron rod with cap stamped "RPLS 1753 PROP. COR.", said point being accepted as a point in the Southwesterly Right of Way limits of Brita Olson Road a/k/a/ New Sweden Road, and also described as Axell Lane, as recorded in Book 1, Page 98 of the Commissioner Court Road Minutes of Travis County, Texas, also being accepted as An angle point in the Northeasterly limits of that 26.729 acre tract of land conveyed to Larry S. Olson by Special Warranty Deed recorded as Document No. 2002179762, (O.P.R.T.C.TX.), and for the most Northerly corner of said 1.972 acre tract, for the most Northerly corner hereof, having a found iron rod with cap stamped "RPLS 1753 PROP. COR." falling N 62° 24' 49" E, 1378.85 feet from said point for reference purposes;

THENCE leaving said Right of Way limits with the common limits of said 26.729 acre tract and said 1.972 acre tract the following three (3) courses;

1. S 26° 55' 01" W, 385.00 feet to a set iron rod with cap stamped "SPOT ON SURVEYING", (SIRC);
2. S 62° 15' 59" E, 223.33 feet to a (SIRC);
3. N 26° 55' 01" E, 385.00 feet to a found 5/8" iron rod, said point being accepted as a point in said Southwesterly Right of Way limits, also being accepted as the most Easterly corner of said 1.972 acre tract, for the most Easterly corner hereof;

Thence N 62° 15' 59" W, 223.33 feet with the common limits of said Right of Way and said 1.972 acre tract to the POINT OF BEGINNING hereof containing a calculated area of 85,973.80 sq. ft., 1.974 acres, said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey Sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.



Scott A. Hahn, RPLS 6375

Spot On Surveying, Inc.

614 Jerrys Lane

Buda, TX. 78610

(512)523-8092

TBPLS Firm# 10193894

SOS J/N: 0048-20-004



February 14, 2022

Date



SPOT ON SURVEYING

Land Surveyor and Mapping

EXHIBIT "B-3"

WILDER TRACT – 143.742 ACRES

BEING 143.742 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN W. HANN SURVEY NO. 26, ABSTRACT NO. 353, SITUATED IN TRAVIS COUNTY, TEXAS, SAID 143.742 ACRES BEING ALL OF THAT 155.552 ACRE TRACT CONVEYED TO TANYA ELIZABETH WILDER, JOHN ROLAND WILDER AND SARA MELINDA WILDER (3/4 INTEREST) BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2002179763, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), ALL OF THAT 155.552 ACRE TRACT CONVEYED TO TAJOSA PARTNERS (1/12 INTEREST) BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2006043512, (O.P.R.T.C.TX.), ALL OF THAT 155.552 ACRE TRACT CONVEYED TO TAJOSA PARTNERS (1/12 INTEREST) BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2006043513, (O.P.R.T.C.TX.) AND ALL OF THAT 155.552 ACRE TRACT CONVEYED TO TAJOSA PARTNERS (1/12 INTEREST) BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2006043514, (O.P.R.T.C.TX.), SAID 143.742 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set iron rod with cap stamped "SPOT ON SURVEYING" (S.I.R.C.), said point being accepted as a point in the Southeasterly Right-of-Way limits of Brita Olson Road a/k/a/ New Sweden Road, and also described as Axell Lane, as recorded in Book 1, Page 98 of the Commissioner Court Road Minutes of Travis County, Texas, said point also being accepted as a point in the Southwesterly Right of Way limits of Sandeen Road also described as Manda & Rice Crossing Road, as recorded in Book 1, Page 110 of the Commissioner Court Road Minutes of Travis County, Texas and also being accepted as the most Northerly corner of said 155.552 acre tract, for the most Northerly corner hereof;

THENCE S 62° 25' 23" E, 2,214.63 feet leaving the Southeasterly limits of said Brita Olson Road, with the common Southwesterly Right of Way limits of said Sandeen Road and the Northeasterly limits of said 155.552 acre tract to a found 5/8" iron rod, said point being accepted as the most Northerly corner of that 99.70 acre tract conveyed to Joseph Dusek, III by General Warranty Deed as Document No. 2018191224, (O.P.R.T.C.TX.) and being accepted as the most Easterly corner of said 155.552 acre tract, for the most Easterly corner hereof;

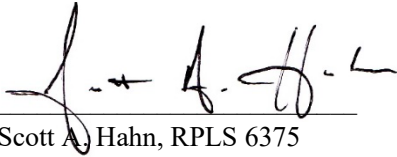
THENCE S 27° 18' 10" W, 2,894.04 feet leaving the Southwesterly Right of Way limits of said Sandeen Road, with the common Northwesterly limits of said 99.70 acre tract, the Northwesterly limits of that 12.533 acre tract conveyed as Tract 10 to Salvador Aldape and wife, Teodula Carreno by Warranty Deed with Vendor's Lien recorded as Document No. 2014103801, (O.P.R.T.C.TX.), the Northwesterly limits of that 10.76 acre tract conveyed as Tract 9 to Hilario Flores Sures and wife, Rufina Gonzalez, Francisco J. Banuelos and wife, Ines Flores Sures by Warranty Deed with Vendor's Lien recorded as Document No. 2014115976, (O.P.R.T.C.TX.), the Northwesterly limits of that 21.496 acre tract conveyed as Tract 8 to Octavio Martinez and wife, Alicia Martinez by Warranty Deed recorded as Document No. 2014116100, (O.P.R.T.C.TX.) and the Southeasterly limits of said 155.552 acre tract to a found 1" iron pipe, said point being accepted as the most Easterly corner of that 234.27 acre tract conveyed to Robert M. Tiemann by Warranty Deed recorded as Document No. 1999152318, (O.P.R.T.C.TX.) and being accepted as the most Southerly corner of said 155.552 acre tract, for the most Southerly corner hereof;

THENCE N 62° 26' 45" W, 2,010.20 feet leaving the Northwesterly limits of said 21.496 acre tract, with the common Northeasterly limits of said 234.27 acre tract and the Southwesterly limits of said 155.552 acre tract to a found iron rod with cap stamped "RPLS 1753 PROP. COR", said point being accepted as the most Southerly corner of that 26.729 acre tract conveyed to Larry S. Olson by Special Warranty Deed, recorded as 2002179762, (O.P.R.T.C.TX.), also being accepted as the most Westerly corner of said 155.552 acre tract, for the most Westerly corner hereof;

THENCE leaving the Northeasterly limits of said 234.27 acre tract, with the common limits of said 26.729 acre tract and said 155.552 acre tract, the following two (2) courses:

1. N 27° 08' 00" E, 690.12 feet to a (S.I.R.C.), said point being set for the most Easterly corner of said 26.792 acre tract, for an angle point hereof;
2. N 62° 15' 59" W, 194.84 feet to a (S.I.R.C.), said point being accepted as a point in the Southeasterly Right of Way limits of said Brita Olson Road, also being accepted as an angle point in the Northeasterly limits of said 26.729 acre tract, and for an angle point in the Northwesterly limits of said 155.552 acre tract, for an angle point in the Westerly limits hereof;

THENCE N 27° 06' 24" E, 2,204.26 feet leaving the Northeasterly limits of said 26.729 acre tract, with the common Southeasterly Right of Way limits of said Brita Olson Road and the Northwesterly limits of said 155.552 acre tract to the POINT OF BEGINNING hereof, containing a calculated area of 6,261,382.37 sq. ft., 143.742 acres said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey Sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.



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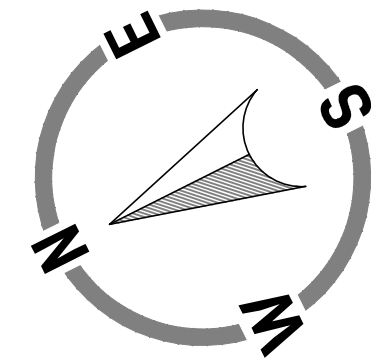
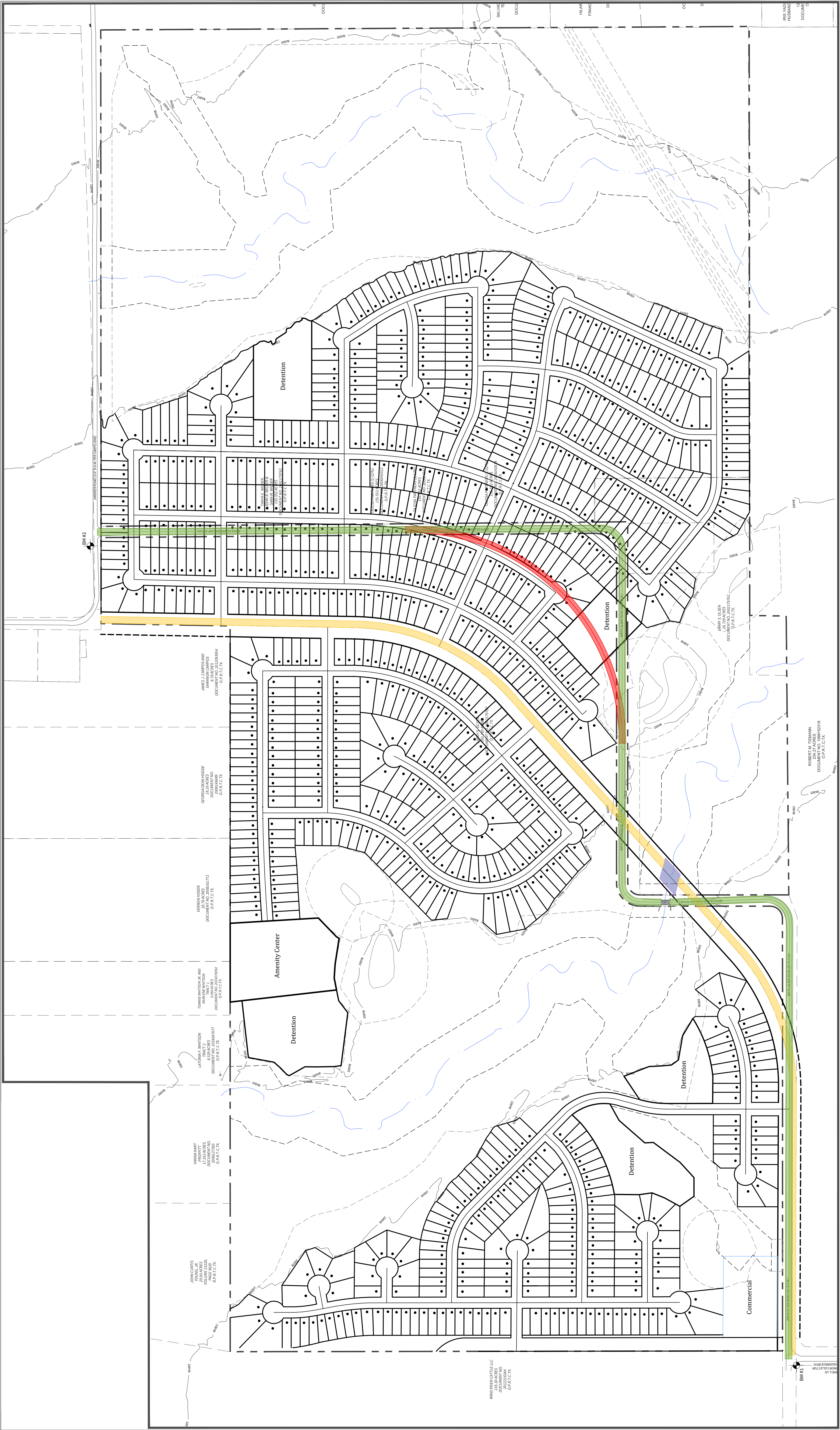


February 14, 2022

Date

Exhibit “E”

Road Realignment Exhibit



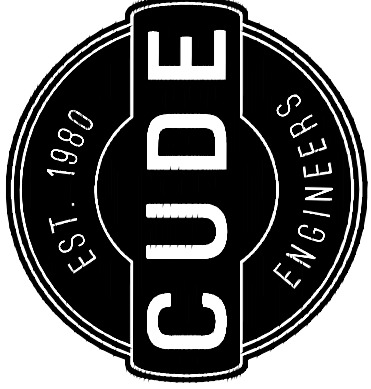
Pflugerville ETJ, TX

MARCH 2024

SCALE: 1"=200'

OLSON FARMS SUBDIVISION – ROAD REBUILD OPTIONS

CUDE ENGINEERS
8240 N. MOPAC EXPRESSWAY, Ste. 110
AUSTIN, TEXAS 78759
P-(512) 260.9100



Q:\0366\0012-Drawings\Exhibits\2024.02.28 Roadway Scenarios\0366 Brita Olson Road Rebuild Scenarios.dwg