

STATE OF TEXAS	§	SECOND AMENDMENT TO
	§	DEVELOPMENT AGREEMENT
COUNTY OF WILLIAMSON	§	
	§	PARKSIDE ON THE RIVER
CITY OF GEORGETOWN	§	SUBDIVISION

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "*Second Amendment*") is entered into as of _____, 2021 by and between the City of Georgetown, Texas, a Texas home-rule municipality located in Williamson County, Texas ("*City*"), HM Parkside, LP, a Texas limited partnership ("*Primary Owner*"), HM Parkside Development, Inc., a Texas corporation affiliated with Primary Owner ("*HM Development*"), HM CR 176-2243, LP, a Texas limited partnership affiliated with Primary Owner ("*Affiliated LP*") and HM GPII, LP, a Texas limited partnership affiliated with Primary Owner ("*HM GPII*").

RECITALS:

A. City, Primary Owner and Affiliated LP entered into the Development Agreement Parkside on the River Subdivision (the "*Original Development Agreement*"), dated as of November 19, 2019, and recorded under Document No. 2019117041, Official Public Records of Williamson County, Texas with respect to the Property (defined in the Original Development Agreement).

B. HM Development acquired from Primary Owner via Assumption Special Warranty Deed, dated as of June 25, 2020, and recorded under Document No. 2020068300, Official Public Records of Williamson County, Texas portions of the Property (the "*Initial HM Development Property*") and Primary Owner assigned to HM Development, as to the Initial HM Development Property, Primary Owner's rights and obligations under the Original Development Agreement by a Partial Assignment and Assumption Agreement dated as of June 25, 2020 and recorded under Document No. 2020141874, Official Public Records of Williamson County, Texas. HM Development was an Authorized Assignee under the Original Development Agreement.

C. On July 1, 2020, the TCEQ approved the creation of a new municipal utility district ("*POR MUD #1*") known as "*Parkside on the River Municipal Utility District No. 1*".

D. GISD acquired 18.280 acres of the Property from Primary Owner on September 25, 2020 by Special Warranty Deed (the "*School Tract Deed*") recorded on September 25, 2020 under Document No. 2020115832, Official Public Records of Williamson County, Texas.

E. City, Primary Owner, Affiliated LP and HM Development entered into a First Amendment to and Partial Assignment of Development Agreement Parkside on the River Subdivision (the "*First Amendment*") dated December 8, 2020, and recorded under Document No. 2020162167, Official Public Records of Williamson County, Texas, which acknowledges the partial assignment by Primary Owner to HM Development of the Original Development Agreement and amends the Original Development Agreement.

F. Primary Owner Completed the Wastewater Interceptor and the City accepted it for ownership, operation, and maintenance on February 4, 2021. Primary Owner also submitted the required Dedication Documentation and conveyed the Wastewater Interceptor Easement to the City by instrument recorded under Document No. 2020132521 of the Official Public Records of Williamson County, Texas.

G. Primary Owner conveyed the Fire Station Tract to the City on February 5, 2021 by Special Warranty Deed (the "*Fire Station Tract Deed*") recorded on February 8, 2021 under Document No. 2021019352, Official Public Records of Williamson County, Texas.

H. HM GPII acquired (1) 314.00 acres of land described on **Schedule 1** attached (the "*314 Acre Tract*") and (2) 47.417 acres of land described on **Schedule 2** attached (the "*47 Acre Tract*") adjacent to the Property on February 26, 2021 by Special Warranty Deed recorded under Document No. 2021027159, Official Public Records of Williamson County, Texas. The 314 Acre Tract and the 47 Acre Tract may be referred to collectively as the "*GPII Property*". The GPII Property is located within the extraterritorial jurisdiction of the City.

I. The Water Transmission Line Commencement Deadline was November 19, 2020. Primary Owner commenced construction of the Water Transmission Line before the Water Transmission Line Commencement Deadline. Primary Owner Completed the Water Transmission Line and the City accepted it for ownership, operation, and maintenance on March 2, 2021, prior to the Water Transmission Line Completion Deadline. Primary Owner also submitted the required

Dedication Documentation and conveyed the Water Transmission Line Easement to the City by instruments recorded under Document Nos. 2021066243, 2021066244, and 2021066245 of the Official Public Records of Williamson County, Texas.

J. HM GPII, Primary Owner, Affiliated LP, and HM Development wish to incorporate the GPII Property under the Original Development Agreement as modified by the First Amendment and as modified herein, and City, Primary Owner, Affiliated LP, HM Development and HM GPII wish to further modify the Original Development Agreement as set out below. Hereafter, the term "Agreement" shall mean and refer to the Original Development Agreement as amended by the First Amendment and by this Second Amendment.

K. By separate agreement, Primary Owner, Affiliated LP, the City, the District and Former Owner are amending the Amended Consent Agreement to allow the annexation of the 314 Acre Tract within an Additional District, the right to create one more Additional District, and the annexation of the 47 Acre Tract into the District.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City, HM GPII, Primary Owner, Affiliated LP and HM Development hereby agree as follows:

1. Amendments to the Original Development Agreement. The Original Development Agreement is amended as follows:

a. Section 2.01. The following terms are added to the definitions in Section 2.01:

"314 Acre Tract" means the 314.00 acres of land described on **Schedule 1** attached to this Second Amendment.

"47 Acre Tract" means the 47.417 acres of land described on **Schedule 2** attached to this Second Amendment.

"2019 Drainage Study" has the meaning set out in **Section 4.03.**

"GPII Parkland" means approximately 27 acres of the 314 Acre Tract designated "Parkland" on the Land Use Plan. The GPII Parkland is

located on the south side of the River and follows the bank of the River across the entire width of the 314 Acre Tract (an east to northwesterly direction) as shown on the Land Use Plan.

"GPII Property" means, collectively, the 314 Acre Tract and the 47 Acre Tract.

"GPII River Trail" means the 10' wide concrete hike and bike trail and associated ancillary appurtenances meeting the specifications set forth in **Exhibit H-2**, to be built by HM GPII at no cost to the City within the GPII Parkland. The GPII River Trail will extend from the eastern boundary of the 314 Acre Tract along the boundary of the River to the northwesternmost boundary of the 314 Acre Tract in the general location shown on the Open Space Plan. FSORAG will be followed for GPII River Trail construction and the location of the GPII River Trail will be adjusted as necessary due to topographical constraints.

"GPII River Trail Completion Deadline" means January 30, 2030.

"Mixed Lot" has the meaning set out in **Section 9.01(a)**.

"Original Parkland" means approximately 75 acres (such acreage estimate excludes the estimated area to be included in Parkside Parkway and Bridge ROW described in the Agreement) of the Remainder Property designated "Parkland" on the Land Use Plan. The Original Parkland is located on both sides of the River and extends across the entire east-west width of the Remainder Property, but *excludes* areas to be dedicated as ROW for Parkside Parkway and the Bridge.

"Parkway C" means the Parkway to be built by Owner in accordance with the specifications set out under "Parkway Type II" on the Roadway Exhibit extending northwestward from Parkside Parkway to an adjacent property and stubbed to make a future connection with a street to be constructed by others to the adjacent property in the future, generally in the location shown on the Roadway Plan and with a right of way as shown on the Roadway Exhibit.

"POR MUD #1" means Parkside on the River Municipal Utility District No. 1.

- b. Section 2.01. The following terms defined in Section 2.01 are modified:

“Additional Districts” means, collectively, POR MUD #1 and up to 2 municipal utility districts, that may be created on the Property pursuant to the Amended Consent Agreement. The District is not an Additional District so there may be 4 total Districts.

“Amended Consent Agreement” means the Second Amended and Restated Consent Agreement recorded under Document No. 2019117039 of the Official Public Records of Williamson County, Texas, as amended by the First Amendment to Second Amended and Restated Consent Agreement, which First Amendment is in the form attached as **Schedule 3** to this Second Amendment.

“Authorized Assignee” means, (i) as to the Remainder Property, HM Parkside Development, Inc., a Texas corporation, (ii) as to the 2243 South Tract, HM CR 176-2243 Development, Inc., a Texas corporation, and (iii) as to the Remainder Property, 2243 South Tract and the GPII Property, any entity (including HM Development and HM CR 176-2243 Development, Inc.) controlled by, controlling, or under common control with Primary Owner, Affiliated LP or HM GPII.

“Bridge Commencement Deadline” means November 19, 2026.

“Fire Station Tract” means the land conveyed to the City by the Fire Station Tract Deed.

“HOA Park” means one of 3 private parks, each at least 3 acres in size, and each with an amenity center and recreational improvements built thereon by Primary Owner or HM GPII at no cost to the City. Two HOA Parks will be located on the West Tract and the other HOA Park will be located on the East Tract generally in the locations indicated on the Land Use Plan. Each HOA Park ultimately will be owned, operated and maintained by an HOA. *“HOA Parks”* means all 3 HOA Parks.

“Land Use Plan” means the land use plan attached to this Second Amendment as **Exhibit F**.

“Minor Modifications” means the following modifications to the Land Use Plan, which may be approved administratively by the City’s Director of Planning:

- (i) changes to road, utility and trail alignments which do not (a) eliminate a Roadway connection to an adjacent property (such connections are shown on the Land Use Plan) or (b) materially and adversely affect traffic patterns; as regards the alignment of Parkside Parkway only, however, a change must be necessary to protect natural features, address unusual site conditions, or compensate for some practical difficulty or some unusual and unforeseen aspect or characteristic of the Property;
- (ii) that do not increase the overall density of Development of the Property, the number of wastewater SUE’s above 4,600 or the number of water SUE’s above 4,600;
- (iii) changing the land use shown on the Land Use Plan within a Residential Development Area from RDA/MF (multifamily) to RDA/SF (single-family);
- (iv) changing the aggregate Commercial Development Area size and location shown on the Land Use Plan, as long as the requested modification does not reduce the minimum aggregate size of the Commercial Development Area below 50 acres or increase the maximum aggregate size of the Commercial Development Area above 150 acres;
- (v) changing the phasing of the Parkways and ancillary improvements set out in the Roadway Exhibit (but not any final date of Completion required by this Agreement); and
- (vi) changing the location of an HOA Park within the East Tract or within the West Tract (so long as one HOA Park is located in the East Tract and two HOA Parks are located either in the West Tract or one HOA Park in the West Tract and one HOA Park in the 314 Acre Tract).

“Open Space Plan” means the plan shown on **Exhibit H-1** to this Second Amendment.

“Owner” means Primary Owner as to all the Remainder Property except the Initial HM Development Property, HM Development as to the Initial HM Development Property, Affiliated LP as to the 2243 South Tract,

HM GPII as to the GPII Property, and their respective permitted assigns under this Agreement, but does not include a Lender unless the Lender forecloses and elects to become a party to this Agreement as permitted by **Section 11.11(h)** and does not include an End Buyer.

"Parkland" means approximately 102 acres comprised of the Original Parkland and the GPII Parkland.

"Permitted Exceptions" means (i) easements, restrictions and other encumbrances listed on **Exhibit I-1** to this Second Amendment, (ii) all Utility Easements, (iii) all covenants, conditions and restrictions established by an Owner for the applicable portions of the Property (but only if such covenants, conditions and restrictions do not prevent the use of the applicable land for the purpose for which the land (or an easement therein) is conveyed), and (iv) all matters reflected on a subdivision plat approved by the Governmental Authorities with jurisdiction.

"Property" means, collectively, the Remainder Property, the 2243 South Tract and the GPII Property. The area map of the Property is attached to this Second Amendment as **Exhibit C**.

"River Trail" means the 10' wide concrete hike and bike trail and associated ancillary appurtenances meeting the specifications set forth in **Exhibit H-2**, including low water crossings, to be built by Owner at no cost to the City within the Original Parkland. The River Trail will extend from the eastern boundary of the Remainder Property to the western boundary of the Remainder Property in the general location shown on the Open Space Plan. FSORAG will be followed for River Trail construction and the location of the River Trail will be adjusted as necessary due to topographical constraints.

"Roadway Exhibit" means, collectively, **Exhibits J-1** and **J-7** attached to this Second Amendment and **Exhibits J-2** through **J-6** attached to the Original Development Agreement, which contain the phasing plans for Parkside Parkway and specifications for each Roadway Type within the Property.

"School Tract" means the land conveyed to GISD by the School Tract Deed.

"Sign Standards" means the plan and standards set out on **Exhibits K-1** and **K-2** to this Second Amendment.

"Trail" means any of the River Trail, the GPII River Trail, the Connecting Trail or the Parkway Trails.

"West Tract Warrant Study Trigger" means the issuance of building permits on the West Tract, or the GPII Property, or both the West Tract and the GPII Property combined, for either (a) 200 Dwelling Units or (b) a combination of building permits for Dwelling Units and building permits for commercial uses which in the aggregate generate the same traffic as the traffic generated by 200 Dwelling Units."

- c. Section 2.01. As GISD has acquired the School Tract, the definition for *"GISD Election Date"* is deleted.
- d. Section 3.01. Section 3.01 of the Original Development Agreement (regarding the Land Use Plan) is hereby repealed and replaced with the following:

"Section 3.01. Land Use Plan. The City hereby approves the Land Use Plan in the form attached as **Exhibit F** to this Second Amendment. Owner shall Develop the Project on the Property in conformance with the Land Use Plan and the Governing Regulations."

- e. Section 3.05(a). Section 3.05(a) of the Original Development Agreement (regarding the School Tract) is hereby repealed and replaced with the following:

"(a) School Tract. Primary Owner agrees, any provisions in the Governing Regulations to the contrary notwithstanding, the conveyance of the School Tract or any other portion of the Property to GISD for public school purposes shall be subject to the following terms and conditions:

- (1) Prior to or concurrently with the recordation of the final plat containing the School Tract in the Official Public Records of Williamson County, all new easements shown on the plat must be conveyed to the City, District, Additional District or Williamson County, as applicable, either by dedication on the plat or by separate instrument, and all transportation, traffic, drainage, stormwater, water and wastewater improvements for which fiscal security typically would be required by the City or Williamson County must either be Complete or fiscal security posted therefor;
 - (2) The final plat that includes the School Tract must include a plat note stating that Development of the School Tract is subject to the Non-Residential standards of Chapter 8 of the UDC; and
 - (3) Primary Owner will pay or cause GISD to pay, Impact Fees associated with the School Tract in the amounts stated in this Agreement."
- f. Section 3.06(a). Section 3.06(a) (pertaining to Parkside Parkway) is hereby repealed and replaced with the following:

"(a) Parkside Parkway. Primary Owner will dedicate to Williamson County the ROW for Parkside Parkway from the termination of the road easement area described in the Roadway, Utility and Drainage Easement to RM 2243, generally in the location indicated on the Land Use Plan, with a width of 135 feet, and will design and build, or cause to be designed and built, Parkside Parkway and its adjacent Parkway Trail within such dedicated ROW from the northernmost boundary of the Property to RM 2243, at no cost to the City and in accordance with the Governing Regulations and the Roadway Exhibit. Primary Owner will reserve from the ROW dedication an easement for the Parkway Trail. Primary Owner will build Parkside Parkway and the adjacent Parkway Trail in phases as set out on the Roadway Exhibit but in all events (subject to Force Majeure Events) will Complete at least 2 lanes of Parkside Parkway from RM 2243 to the Bridge by the Bridge Completion Deadline. Within 180 days after Completion of the Parkway

Trail (or phase thereof) in the Parkside Parkway ROW, Primary Owner shall transfer the Parkway Trail and easement to the District, an Additional District or an HOA for ownership, operation and maintenance.”

- g. Section 3.06(g). A new Section 3.06(g) (pertaining to Parkway C) is added to the Original Development Agreement as follows:

“Section 3.06(g). Parkway C. Primary Owner will dedicate to Williamson County the ROW for Parkway C in the general location shown on the Roadway Exhibit with a width of 70 feet, and will design and build, or cause to be designed and built, Parkway C within such dedicated ROW from the Parkside Parkway ROW to the westerly boundary of the Remainder Property, at no cost to the City and in accordance with the Governing Regulations and the Roadway Exhibit. Primary Owner will build Parkway C in phases as set out on the Roadway Exhibit.”

- h. Section 3.06(h). A new Section 3.06(h) (pertaining to Lorena Lane) is added to the Original Development Agreement as follows:

“Section 3.06(h). Lorena Lane. Due to topographical constraints, Owner is not required to build any roadway within the Property so as to connect to Lorena Lane (a roadway within the Amended Final Plat of Water Oak North, Section 4, Phase 1B, according to the plat recorded under Document No. 2020092352, Official Public Records of Williamson County, Texas).”

- i. Section 3.08(a). Section 3.08(a) of the Original Agreement (pertaining to requirement to construct and install the River Trail) is hereby repealed and replaced with the following:

“(a) Primary Owner will Complete the River Trail, the Connecting Trail and the River Trail Parking Lot on or before the Bridge Completion Deadline. HM GPII will Complete the GPII River Trail on or before the GPII River Trail Completion Deadline. Each of the GPII River Trail and the River Trail must meet the specifications set forth in **Exhibit H-2**. Primary Owner will install within the Parkland and in the River Trail Parking Lot waste or trash receptacles meeting City specifications in

locations determined by the City's Director of Parks and Recreation, or her designee. The Connecting Trail will be ADA accessible (as modified by FSORAG). The City may accelerate the GPII River Trail Completion Deadline if, and only if, (a) the Bridge Completion Deadline has occurred and (b) the City (or another third party) Completes to the northwesternmost boundary of the GPII Parkland a trail substantially meeting the specifications set out in **Exhibit H-2** which provides continuous connectivity from the northwesternmost boundary of the GPII Parkland westward to Garey Park. If both such conditions are met, the City may (but is not obligated to) notify HM GPII in writing that the GPII River Trail Completion Deadline is accelerated, and upon HM GPII's receipt of such a notice, the GPII River Trail Completion Deadline will be 18 months from the date of the City's written notice of acceleration."

- j. Section 4.01(c). Section 4.01(c) (pertaining to community signs in Residential Development Areas) is hereby repealed and replaced with the following:

"(c) Community Signs. Community signs shall be built generally in conformance with, and generally in locations described or shown in, the Sign Standards in **Exhibits K-1** and **K-2** attached to this Second Amendment."

- k. Section 4.01(e). Section 4.01(e) (pertaining to tree preservation standards in Residential Development Areas) is hereby repealed and replaced with the following:

"(e) Tree Preservation Standards. The Tree Preservation Standards in **Exhibit L** attached to this Second Amendment and applicable to Residential Development Areas apply. Owner will have the right, in the event of a modification of the UDC that allows new trees planted to satisfy UDC Section 8.03.020.A (pertaining to Shade Tree Requirements) to also count as "replacement trees" under UDC Section 8.02.040.C.3 (pertaining to Mitigation for Removal of a Protected or Heritage Tree), to elect to have such UDC modification apply to the Project."

1. Section 4.01(g). A new Section 4.01(g) (pertaining to model home construction) is added to the Original Development Agreement as follows:

“Section 4.01(g) Model Home Conditional Permits. Temporary residential sales offices or model homes may be built within the Residential Development Areas for purposes of marketing homes built within the Property, subject to compliance with the following standards and limitations:

- (a) A Temporary Use Permit with a conditional Certificate of Occupancy to operate the model home will expire after 12 months unless it is renewed by the builder of the model home, upon which the burden shall fall to demonstrate to the Building Official that the conditions of approval still exist. An unlimited number of applications to renew the Temporary Use Permit may be applied for and considered.
- (b) The builder of a model home that has been constructed to market homes in one phase of the Property may request extension of the Temporary Use Permit in order to market new phases in the Property, but only if there is no increase in the total number of model homes within all of the phases.
- (c) There is no restriction on the number of model homes permitted in each phase.
- (d) The design and construction of the model home must be consistent with the character of the Residential Development Areas and comply with the dimensional and architectural standards applicable to single-family Development as set forth in **Exhibits M-1 and M-2** attached to the Original Development Agreement. A model home or temporary sales office may construct a monument sign no larger than 16 square feet and no taller than 4 feet in height, subject to the requirements of Chapter 10 of the UDC.
- (e) The model home shall be constructed in such a manner that it can be converted, without structural changes, to a single-family

or Two-family residence. Such conversion shall occur no later than after use as a sales office or model home has ceased.

- (f) A conditional Construction Permit for the model home may be issued once the streets to the subdivision have been constructed to sub-grade and water service and a fire hydrant are located within 500 feet of the lot on which the model home is located. The Building Official shall note on the permit that the property owner accepts all responsibility for commencing construction prior to completion of the public improvements and City acceptance of the subdivision. The conditional Certificate of Occupancy for the model home will not be issued until the subdivision and all public improvements have been accepted by the City, a Final Plat has been filed with the County, and all utilities are connected to the home.
- (g) A temporary building for use as a sales office is permitted on a 6-month basis only if a model home has not been constructed. The temporary sales office is subject to the renewal policy outlined for model homes but shall be removed once the model home has been constructed.
- (h) For purposes of this Section 4.01(g) only, capitalized terms used will be deemed to have the same meanings as in Section 5.08.020 of the UDC, notwithstanding that the zoning provisions of the UDC do not apply to the Property."

m. Section 4.02(e). Section 4.02(e) (pertaining to tree preservation standards in Commercial Development Areas) is hereby repealed and replaced with the following:

"(e) Tree Preservation Standards. The Tree Preservation Standards in **Exhibit L** attached to this Second Amendment and applicable to Commercial Development Areas apply. Owner will have the right, in the event of a modification of the UDC that allows new trees planted to satisfy Commercial Landscaping Shade Tree Requirement under UDC Sections 8.04.030 or 8.04.040 to also count as "replacement trees" under UDC Section 8.02.040.C.3, to elect to have such UDC modification apply to the Project."

- n. Section 4.03. Section 4.03 (pertaining to detention) is hereby repealed and replaced with the following:

“Section 4.03. Stormwater Runoff

(a) Remainder Property. Primary Owner has delivered a drainage study for the Remainder Property prepared by a registered professional engineer, which has been approved by the City’s engineer. This drainage study (the “2019 Drainage Study”) will be used for the development of the Remainder Property, regardless of whether the City subsequently adopts different drainage criteria. Detention shall be provided in conformance with the UDC, except the City will allow fully developed flows from the portions of the Remainder Property that drain to the Barton Tributary or directly to the River to be discharged from water quality ponds via easements to be granted (or acquired) by Owner at no cost to the City into the Barton Tributary or River and no detention will be required. Stormwater runoff from the Remainder Property must produce no significant impact to the adjacent downtown stream properties.

(b) 2243 South Tract and GPII Property. A drainage report must be submitted with each preliminary plat application that includes land in the 2243 South Tract or the GP II Property prepared in conformance with Chapter 11.04 of the UDC.”

- o. Section 4.04. Section 4.04 of the Original Development Agreement (pertaining to Parkland) is hereby repealed and replaced with the following:

“Section 4.04. Parkland. Primary Owner will dedicate the Original Parkland to the City or to a nonprofit entity directed by the City no later than 60 days after the later of (i) written request of the City and (ii) Completion of the Bridge, for use as solely as public parkland. The conveyance by Primary Owner will not occur until Primary Owner has dedicated the ROW through the Original Parkland for the Bridge and Parkside Parkway (including Parkside Parkway North). HM GPII will dedicate the GPII Parkland to the City or to a nonprofit entity directed by the City no later than 60 days after the later of (i) written request of

the City and (ii) Completion of GPII River Trail, solely for use as solely as public parkland. All Parkland will be subject to blanket easements for utilities, access and drainage retained by Primary Owner or HM GPII, as applicable, for the benefit of the Project and to the Permitted Exceptions applicable to the portion of the Parkland so transferred. Each transfer of the Parkland will be by special warranty deed restricting the Parkland to public park use and reserving to Primary Owner or HM GPII, as applicable, the above-described blanket easements, free of all liens and encumbrances except Permitted Exceptions applicable to the portion of the Parkland being conveyed and such reserved easements, and accompanied by a title commitment having only those standard pre-printed exceptions that are part of the promulgated form of Texas title insurance policies, the Permitted Exceptions applicable to the portion of the Parkland being conveyed, the restrictions and reservations in such deed, and such other exceptions as are acceptable to the City Attorney, in the City Attorney's reasonable discretion. Primary Owner will pay the cost of a title insurance policy consistent with such a title commitment reflecting a value for the Original Parkland of **\$300,000**, as well as the costs of recording and preparation of conveyance documents. HM GPII will pay the cost of a title insurance policy consistent with such a title commitment reflecting a value for the GPII Parkland of **\$150,000**, as well as the costs of recording and preparation of conveyance documents. No Parkland shall be included in the District or any Additional District."

- p. Section 4.05. Section 4.05 of the Original Development Agreement (pertaining to HOA Parks) is hereby repealed and replaced with the following:

"Section 4.05 HOA Parks. Primary Owner will dedicate the HOA Parks to the HOA. Before conveyance to the HOA, Primary Owner will build within each HOA Park an amenity center, as well as additional improvements costing no less than \$250,000.00 consisting of any one or more of benches, picnic tables, cooking grills, playscapes, active areas for unorganized play and practice, pavilions, trails, trail access, landscape enhancements or restrooms. Primary Owner will complete the improvements for, and dedicate, the first HOA Park in the West Tract before the date on which the 800th building permit for a building on a Residential Lot within the West Tract is issued by the City, will

complete the improvements for, and dedicate, the second HOA Park in the West Tract before the date on which the 1,600th building permit for a building on a Residential Lot within the West Tract is issued by the City and will complete the improvements for, and dedicate, the HOA Park on the East Tract before the date on which the 400th building permit for a building on a Residential Lot within the East Tract is issued by the City.”

- q. Section 6.01(b). Section 6.01(b) of the Original Development Agreement (pertaining to the Off-Site Capacity Payment) is hereby repealed and replaced with the following:

“(b) Off-site Capacity Payment. Primary Owner shall pay the Off-site Capacity Payment to the City in 7 equal annual installments of \$446,846.95 each, with the initial installment being due and payable not later than June 4, 2021, and with each subsequent annual installment being due on each of the next 6 annual anniversaries of the date of the first Off-Site Capacity Payment to the City. The payments by Primary Owner under this **Section 6.01(b)** do not relieve an Owner from its obligation to pay Water Impact Fees in the amounts and when and as required by this Agreement.”

- r. Section 7.10. A new Section 7.10, pertaining to “Offsite Drainage Easement,” is hereby added and shall provide as follows:

“**Section 7.10 Offsite Drainage Easement**. Chapter 11.04 of the UDC (pertaining to Stormwater Management System Requirement) is modified with respect to the final plat for Parkside on the River Phase 1A (City Case No. 2020-20-FP) only to allow that final plat to be recorded before the offsite drainage easement described on the attached **Schedule 4** (the “*TCS Easement*”) is obtained (which drainage easement is to be obtained by the County pursuant to a separate agreement between the City and the County). The County has represented and warranted to the City that it is currently negotiating in good faith to acquire the TCS Easement, and that it will use its powers of eminent domain to acquire the TCS Easement if necessary. Concurrently with the execution of this Second Amendment, the County and the City will enter into an agreement setting out the County’s obligation as to the TCS Drainage Easement. The City agrees to this Section 7.10 as an accommodation to

Primary Owner in recognition of certain circumstances outside Primary Owner's control. This Section 7.10 will not serve as precedent for any subsequent plat within the Project, nor will it serve as precedent for any other development whatsoever."

- s. Section 9.01(a). Section 9.01(a) of the Original Development Agreement (pertaining to Impact Fees) is hereby repealed and replaced with the following:

"(a) Impact Fees. In consideration of the Former Owner's construction of the SSGI and Primary Owner's payment of the Off-site Capacity Payment, the Impact Fees payable by Owners and End Buyers within all of the Property *except* the GPII Property are (i) for water, the Water Impact Fee of \$3,324.00 per SUE, and (ii) for wastewater, the Wastewater Impact Fee of \$2,683.00 per SUE. However, the water impact fee per SUE and the wastewater impact fee per SUE assessed by the City and paid by Owner and End Buyers within the GPII Property will be such fees as are in effect per City Code of Ordinances Chapter 13.32, as said impact fees may be amended from time to time in accordance with the requirements of Chapter 395 of the Texas Local Government Code in the City Council's sole discretion. As portions of the GPII Property and the Remainder Tract are contiguous, if a final subdivision plat approved by applicable Governmental Authorities includes land out of both the GPII Property and the Remainder Tract, (a) Owner will identify as to each single family lot within such plat (i) whether the lot lies wholly the GPII Property, wholly the Remainder Tract, or partly within the GPII Property and partly within the Remainder Tract, and (ii) as to any lot that lies partly within the GPII Property and partly within the Remainder Tract (a "Mixed Lot"), the percentage of the area of the Mixed Lot consisting of GPII Property and the percentage of area of the Mixed Lot consisting of the Remainder Tract, (b) the impact fees assessed against each single family lot that lies wholly within the GPII Property will be the impact fees assessed against the GPII Property, (c) the impact fees assessed against each single family lot that lies wholly within the Remainder Tract will be the impact fees assessed against the Remainder Tract, and (d) the impact fees assessed against each Mixed Lot will be the impact fees assessed against the portion of the Property that is more than 50% of the area of such Mixed Lot (e.g., if the Remainder Tract constitutes more than 50% of a Mixed Lot, that Mixed Lot will be

assessed the same impact fees as are assessed within the Remainder Tract). For clarity, the addition of the GP II Property into the "Property" does not increase Owner's maximum available capacity interest of water or wastewater SUEs under Section 6.01(c) and Section 6.02(b) of the Original Development Agreement, which remain at a maximum of 4,600 SUEs. Primary Owner, HM Development, Affiliated LP, and HM GP II agree that this agreement to allow the City to assess and collect Water Impact Fee, the Wastewater Impact Fee, and impact fees calculated pursuant to Chapter 13.32 of the City Code of Ordinances (as applicable, per the terms of this Second Amendment) within the Property is authorized and enforceable under Section 395.018 of the Texas Local Government Code, and consent to the applicability of said Section 395.018."

- t. Section 11.11. For clarity, HM GP II may assign this Agreement to an Authorized Assignee as to the GP II Property under Section 11.11(b).
- u. Section 11.08. Section 11.08 of the Original Development Agreement (pertaining to Notices) is hereby repealed and replaced with the following:

"11.08. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) facsimile, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

Owner: HM Parkside, LP
 HM CR 176-2243, LP
 HM GP II, LP
 HM Parkside Development, Inc.
 1011 N. Lamar Blvd.
 Austin, Texas 78703
 Attn.: Blake J. Magee

With a required copy to:

Hurst, Savage & Vanderburg, LLP
814 W. 10th Street
Austin, Texas 78701

Attn.: Ann Engles Vanderburg

City: City Manager
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

With a required copy to:

City Attorney
City of Georgetown
809 Martin Luther King Jr. St.
Georgetown, Texas 78626"

2. Defined Terms. Capitalized terms used in this Second Amendment that are not otherwise defined shall have the meanings set forth in the Original Development Agreement.
3. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.
4. Recording. This Second Amendment will be recorded in the Official Records of Williamson County, Texas by Primary Owner at Primary Owner's expense.

EXHIBIT LIST

Exhibit A -	Description of Remainder Property	
Exhibit B -	Description of 2243 South Tract	
Exhibit C -	Area Map	Second Amendment
Exhibit D -	Form of Second Amended and Restated Consent Agreement	
Exhibit E-1 -	Approved Form (for Water Transmission Line Easement)	
Exhibit E-2 -	Approved Form (for Utility Easements)	
Exhibit E-3 -	Approved Form (for Access Easements)	

Exhibit E-4 -	Approved Form (for License Agreement)	
Exhibit F -	Land Use Plan	Second Amendment
Exhibit G-1 -	Multifamily Permitted Uses	
Exhibit G-2 -	Commercial, Civic and Temporary Permitted Uses	
Exhibit H-1 -	Open Space Plan	Second Amendment
Exhibit H 2 -	River Trail Specifications	
Exhibit I-1 -	Permitted Exceptions	Second Amendment
Exhibit I-2 -	Use Exceptions (Fire Station)	
Exhibit J-1 -	Roadway and Connectivity Plan	Second Amendment
Exhibit J-2 -	Residential Local 50' Roadway	
Exhibit J-3 -	Residential Local 60' Roadway	
Exhibit J-4 -	Parkway B – Without Median	
Exhibit J-5 -	Parkway B – With Median	
Exhibit J-6 -	Parkside Parkway	
Exhibit J-7 -	Phasing Plan	Second Amendment
Exhibit K-1 -	Entry Features	Second Amendment
Exhibit K-2 -	Marketing and Directional Signs	Second Amendment
Exhibit L -	Tree Preservation Standards	Second Amendment
Exhibit M-1 -	Residential Development Area Standards	
Exhibit M-2 -	Residential Architectural Standards	
Exhibit M-3 -	Commercial Development Area Standards	
Exhibit N -	Draw Procedure	
Exhibit O-1 -	Form of Traffic Fiscal Security	
Exhibit O-2 -	Form of Bridge Fiscal Security	
Schedule 1	GP11 Property - 314 Acre Tract	Second Amendment
Schedule 2	GP11 Property -47 Acre Tract	Second Amendment
Schedule 3	First Amendment to Second Amended and Restated Consent Agreement	Second Amendment
Schedule 4	TCS Easement	Second Amendment

[Signature Pages to Follow]

CITY OF GEORGETOWN, TEXAS

By: _____

Printed Name: Josh Schroeder

Title: Mayor

ATTEST:

By: _____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____

Skye Masson, City Attorney

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2021, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

Notary Public State of Texas

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2021, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM PARKSIDE, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

HM CR 176-2243, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2021, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM CR-176-2243, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

HM PARKSIDE DEVELOPMENT, INC., a
Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2021, by Blake J. Magee, President of HM PARKSIDE DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

Notary Public State of Texas

HM GPII, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas
corporation, General Partner

By: _____
Blake J. Magee, President

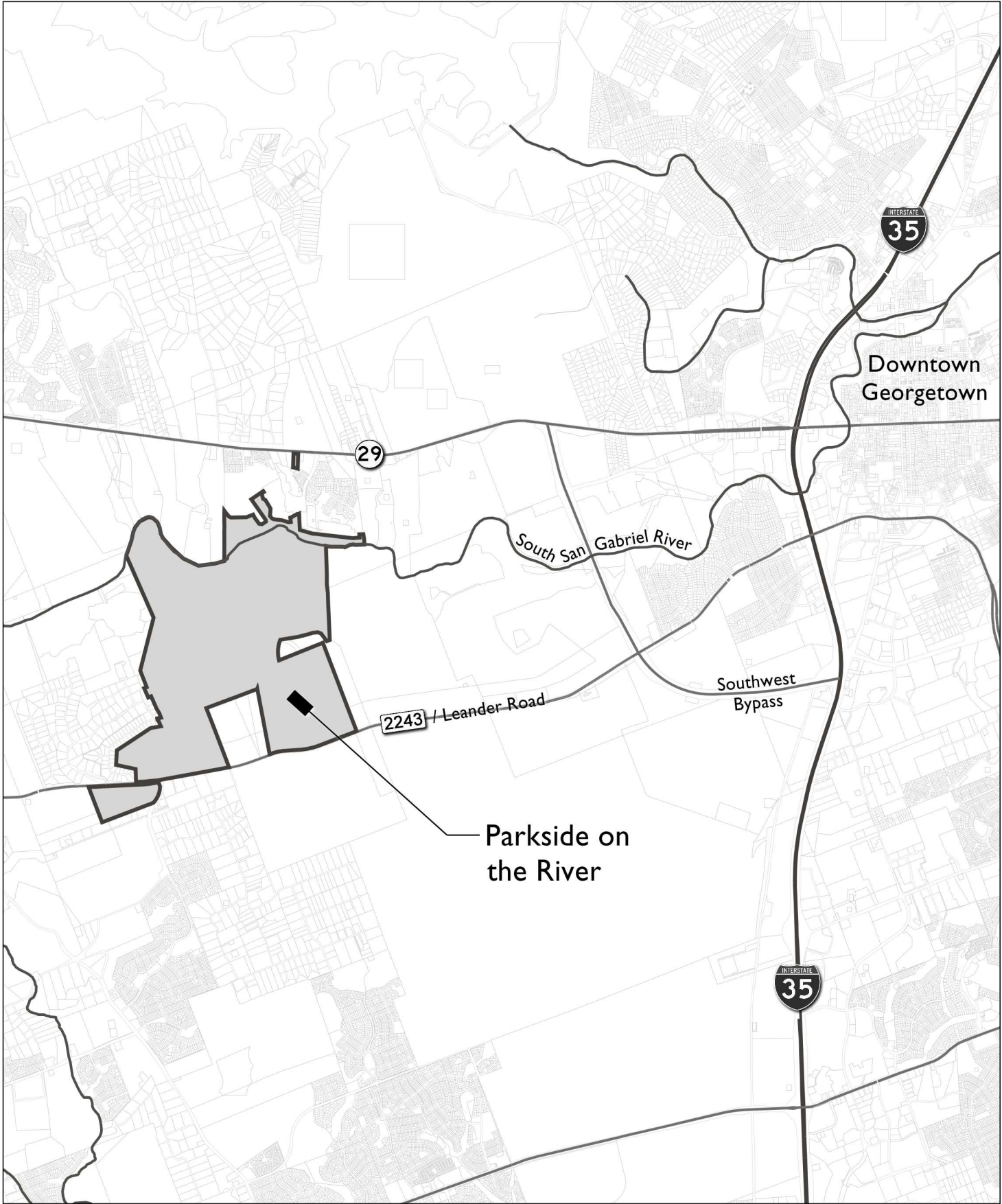
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2021, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM GPII, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

Exhibit C



Copyright RVI

Exhibit F

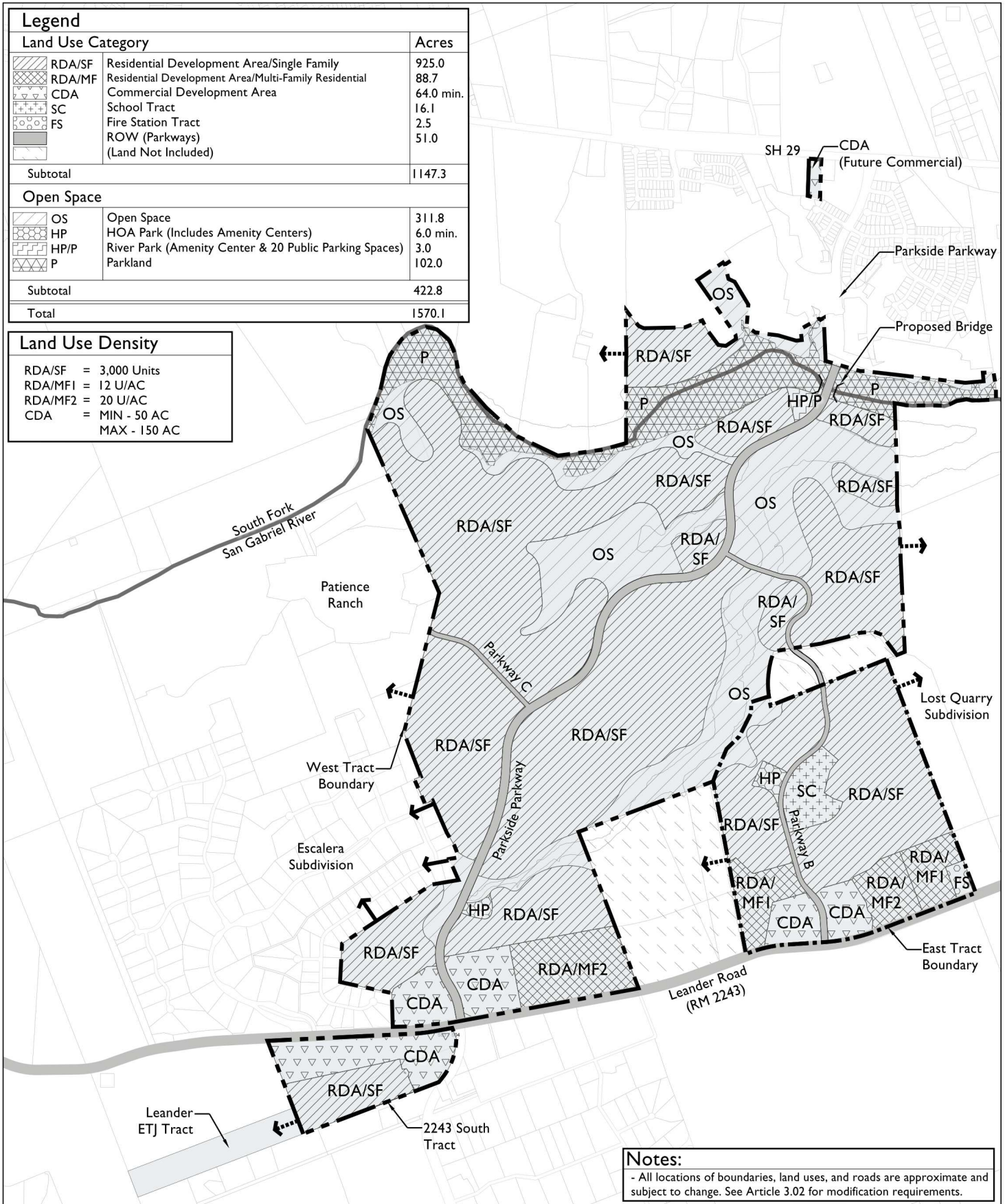


Exhibit H-I

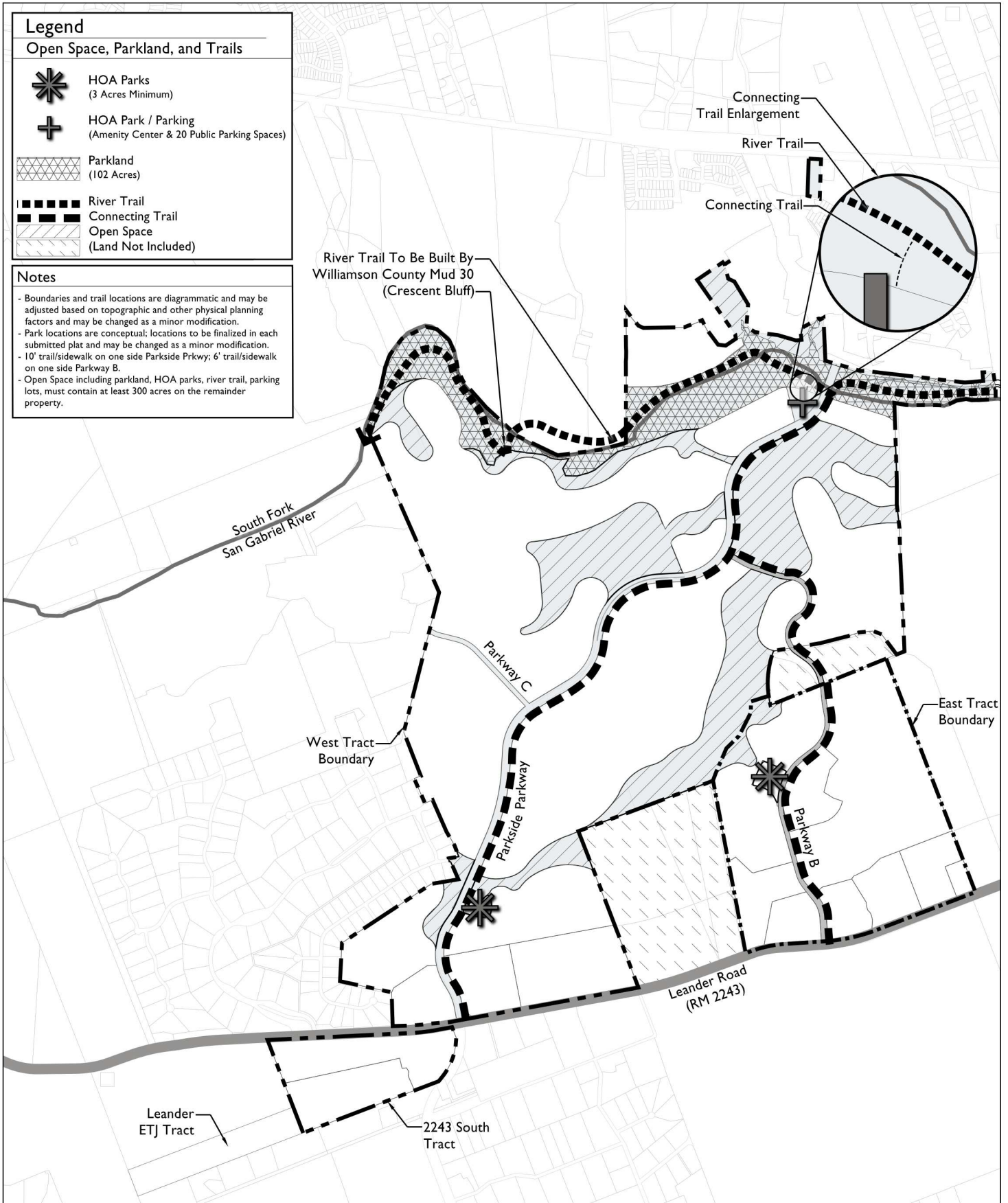


Exhibit I-1

Permitted Exceptions

1. Restrictions contained in plat recorded under Document No. 2013033404, Official Public Records of Williamson County, Texas (Remainder Property Tract 2 only).
2. Environmental setback as shown on the plat recorded in Cabinet EE, Slide 310 of the Plat Records of Williamson County, Texas, as shown on the Survey dated December 20, 2018, prepared by Alan Jay Horton, Registered Professional Land Surveyor No. 5768 (the "Survey"). (Remainder Property Tract 1)
3. Pipeline easement granted to Seminole Pipeline Company, by instrument dated July 1, 1981, recorded in Volume 844, Page 624 of the Deed Records of Williamson County, Texas and as amended in Volume 2171, Page 554 of the Official Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
4. Petroleum pipeline easement granted to Seminole Pipeline Company as recorded in Volume 851, Page 698 of the Official Public Records and as amended in Volume 2244, Page 297 of the Official Public Records and under Document No. 2018066453 of the Official Public Records, all of Williamson County, Texas. (Remainder Property Tract 1)
5. 15 foot public utility easement dated August 9, 1999, granted by Norma Nell Faubion et al to City of Georgetown, recorded under Document No. 199955406 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 1)
6. 15 foot utility easement executed by Anne V. Patience to City of Georgetown, dated April 29, 1999, recorded under Document No. 199968547 of the Real Property Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
7. Notice of Voluntary Inclusion into the Extraterritorial Jurisdiction of the City of Georgetown dated 10/12/1999 and recorded under Document No. 199971384 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 1)
8. Water line easement executed by Thomas E. Dreiss, Trustee, to Brushy Creek Municipal Utility District, dated March 1, 2004. recorded under Document No. 2004018609 of the Real Property Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
9. Water line easement dated April 15, 2004, granted by Grady Barton and Carrie Ann Barton-Smith to Brushy Creek Municipal Utility District, recorded under Document No. 2004029224 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
10. Water line easement granted to Brushy Creek Municipal Utility District, by instrument dated June 22, 2004, recorded under Document No. 2004049691 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)

11. Water line easement dated June 1, 2005, granted by Debra Ann Faubion et al to Brushy Creek Municipal Utility District, recorded under Document No. 2005040893 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
12. All interests in water, together with all rights relating thereto, express or implied, reserved in instrument recorded under Document No. 2007014282 of the Official Records of Williamson County, Texas. (Remainder Property Tract 1)
13. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded under Document No. 2007014282 of the Official Records of Williamson County, Texas. (Remainder Property Tract 1)
14. Road Easement created in that certain Road and Sewer Line Easement Agreement dated February 22, 2007, recorded under Document No. 2007014284 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
15. Terms, conditions and stipulations of Road Improvements and Sewer Line Development and Conditional Easement Agreement by and between Thomas E. Dreiss, Trustee, and Laredo WO, Ltd., a Texas limited partnership, dated February 22, 2007, and recorded under Document No. 2007014288 of the Official Public Records of Williamson County, Texas, and as further affected by Document No. 2009022806 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
16. Amended and Restated Development Agreement filed of record under Document No. 2012027844, and as further affected under Document Nos. 2016008515, 2012006198 and 2018036246 of the Official Public Records of Williamson County, Texas. (Remainder Property)
17. Wastewater easement as recorded under Document Number 2007064713 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
18. Utility access easement as recorded under Document No. 2008085853 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
19. The terms, conditions and stipulations of that certain Sanitary Sewer Easement Agreement dated September 27, 2010, recorded under Document No. 2010065269 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
20. The terms, conditions and stipulations of that certain Drainage Easement Agreement dated September 27, 2010, recorded under Document No. 2010065270; and as amended under Document No. 2017104825 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
21. All terms, conditions, and provisions of that certain Agreement regarding Williamson County Municipal Utility District 25 dated January 11, 2012, recorded under Document No. 2012006198 of the Official Public Records of Williamson County, Texas. (Remainder Property)
22. Williamson County Regional Habitat Conservation Plan Memorandum of Participation Agreement Relative to U.S. Fish and Wildlife Service Permit dated May 15, 2012, recorded under Document No. 2012043627 of the Official Public Records of Williamson County, Texas. (Remainder Property)

23. Sanitary Sewer Easement Agreement dated August 1, 2013, recorded under Document No. 2013080603 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
24. Drainage Easement Agreement as recorded under Document No. 2013095986 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
25. Sanitary Sewer Easement Agreement as recorded under Document No. 2013095987 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
26. The terms, conditions and stipulations of that certain Access Easement and Right of Way dated January 31, 2014, recorded under Document No. 2014011208 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 1)
27. Drainage Easement Agreement as recorded under Document No. 2014026475 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
28. Sanitary Sewer Easement Agreement as recorded under Document No. 2014026476 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
29. The terms, conditions and stipulations of that certain Drainage Easement Agreement dated August 25, 2014, recorded under Document No. 2014071869 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
30. The terms, conditions and stipulations of that certain Sanitary Sewer Easement Agreement dated August 25, 2014, recorded under Document No. 2014071870 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
31. Waiver of Special Appraisal dated May 31, 2012, as recorded under Document No. 2014076279 of the Official Public Records of Williamson County, Texas. (Remainder Property)
32. Waiver of Special Appraisal dated August 19, 2014, as recorded under Document No. 2014076284 of the Official Public Records of Williamson County, Texas. (Remainder Property)
33. The terms, conditions and stipulations of that certain Permanent Easement Agreement dated January 21, 2016, recorded under Document No. 2016010600 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
34. Sanitary sewer easement granted to City of Georgetown, by instrument dated August 18, 2016, recorded under Document No. 2016077685 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
35. The terms, conditions and stipulations of that certain Wastewater Easement dated June 23, 2017, recorded under Document No. 2017098157 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)

36. The terms, conditions and stipulations of that certain Utility Access Easement dated June 23, 2017, recorded under Document No. 2017098158 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
37. The terms, conditions and stipulations of that certain Roadway, Utility and Drainage Easement Agreement dated October 20, 2017, recorded under Document No. 2017098160 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
38. The terms, conditions and stipulations of that certain Access Easement dated October 20, 2017, recorded under Document No. 2017098161 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 1)
39. Guying utility easement granted to Pedernales Electric Cooperative, Inc., by instrument dated December 16, 2016, recorded under Document No. 2018062791 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
40. Any and all easements and building setbacks shown on Plat(s) recorded under Document No(s). 2013033404 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 2)
41. Lot 2, Block G, to be reserved for use by the City of Georgetown Fire Department, as stated on the plat recorded under Document No. 2013033404 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 2)
42. The terms, conditions and stipulations of that certain Water Line Easement and Right-of-Way dated March 24, 2006, recorded under Document No. 2006027343 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 2)
43. The terms, conditions and stipulations of that certain Memorandum of Development Agreement dated July 9, 2012, recorded under Document No. 2012056684 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 2)
44. Wastewater easement granted to City of Georgetown, by instrument dated July 18, 2018, recorded under Document No. 2018075352 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 2)
45. Water Line Easements granted to Chisholm Trail Special Utility District as recorded under Document Nos. 2013044607, 2013044608, 2013044609, 2013044610, 2013044611, 2013044612, 2013044613, 2013044616, 2013044617, 2013048344, 2013062167, 2013064547, 2013062168, 2013091201, 2013100385, 2014019467, 2014025124, 2014025144, 2014033910, 2014038543, 2014038544, 2014047251, 2014047260, 2014058853, 2014058854 and 2014058871, all of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 2)
46. The rights of Williamson County Municipal Utility District No. 25 to levy taxes and issue bonds. (Remainder Property)
47. Water Utility Easement set out in Easement recorded under Document No. 2007005595, Official Public Records of Williamson County, Texas. (2243 South Tract)

48. 20' and 10' water line easements described in Warranty Deed dated January 30, 2007, recorded in Document No. 2007008545, Official Public Records of Williamson County, Texas. (2243 South Tract)
49. Transmission line easement granted to Parkside at Mayfield Ranch, Ltd., as described in instrument recorded under Document No. 2007001629, Official Public Records of Williamson County, Texas. (2243 South Tract)
50. Inclusion within the Upper Brushy Creek WCID No. 1A. (2243 South Tract)
51. Terms, conditions and stipulations of Utility Easement dated April 29, 1999, recorded under Document No. 199968547, Official Public Records of Williamson County, Texas (47 Acre Tract).
52. Notice of Voluntary Inclusion into the Extraterritorial Jurisdiction of the City of Georgetown dated October 12, 1999, recorded under Document No. 199971384, Official Public Records of Williamson County, Texas (GPII Property).
53. Deed Recordation Affidavit (Edwards Aquifer Protection Plan) dated January 22, 2008, recorded under Document No. 2008006156, Official Public Records of Williamson County, Texas (GPII Property).
54. Terms, conditions and stipulations of Wastewater Easement dated January 11, 2017, recorded under Document No. 2017004109, Official Public Records of Williamson County, Texas (GPII Property).

Exhibit J-I

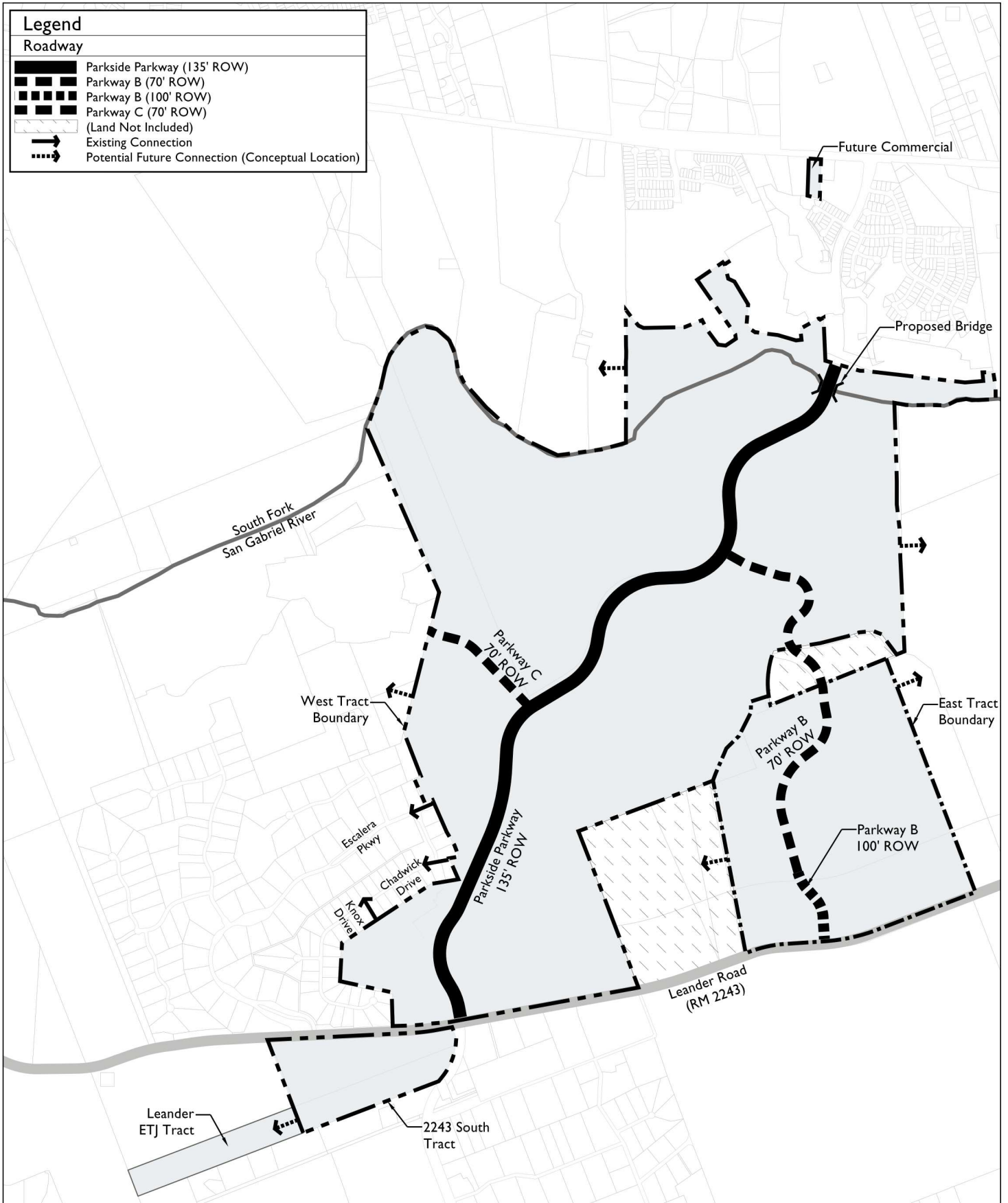


Exhibit J-7

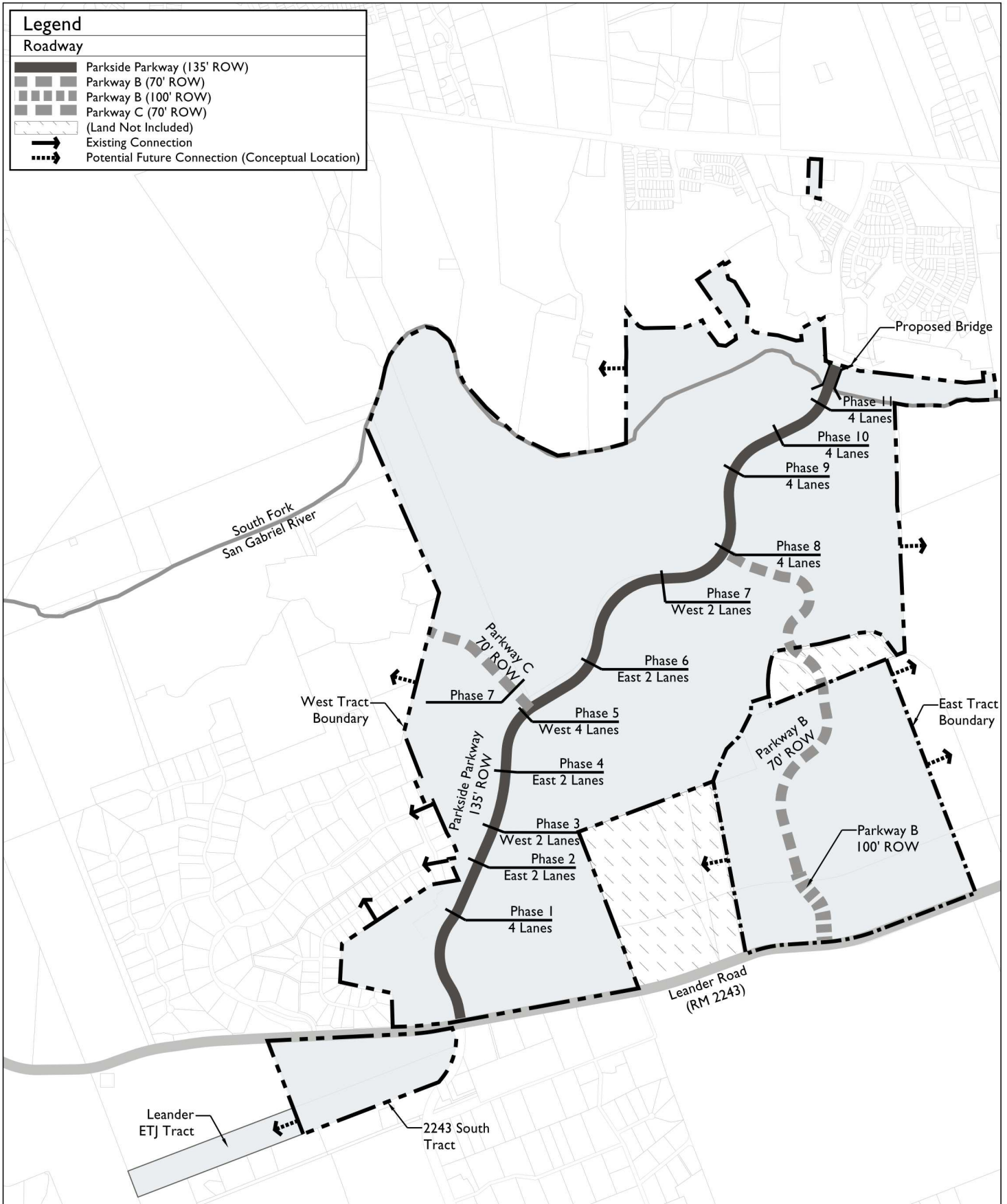


Exhibit K-I

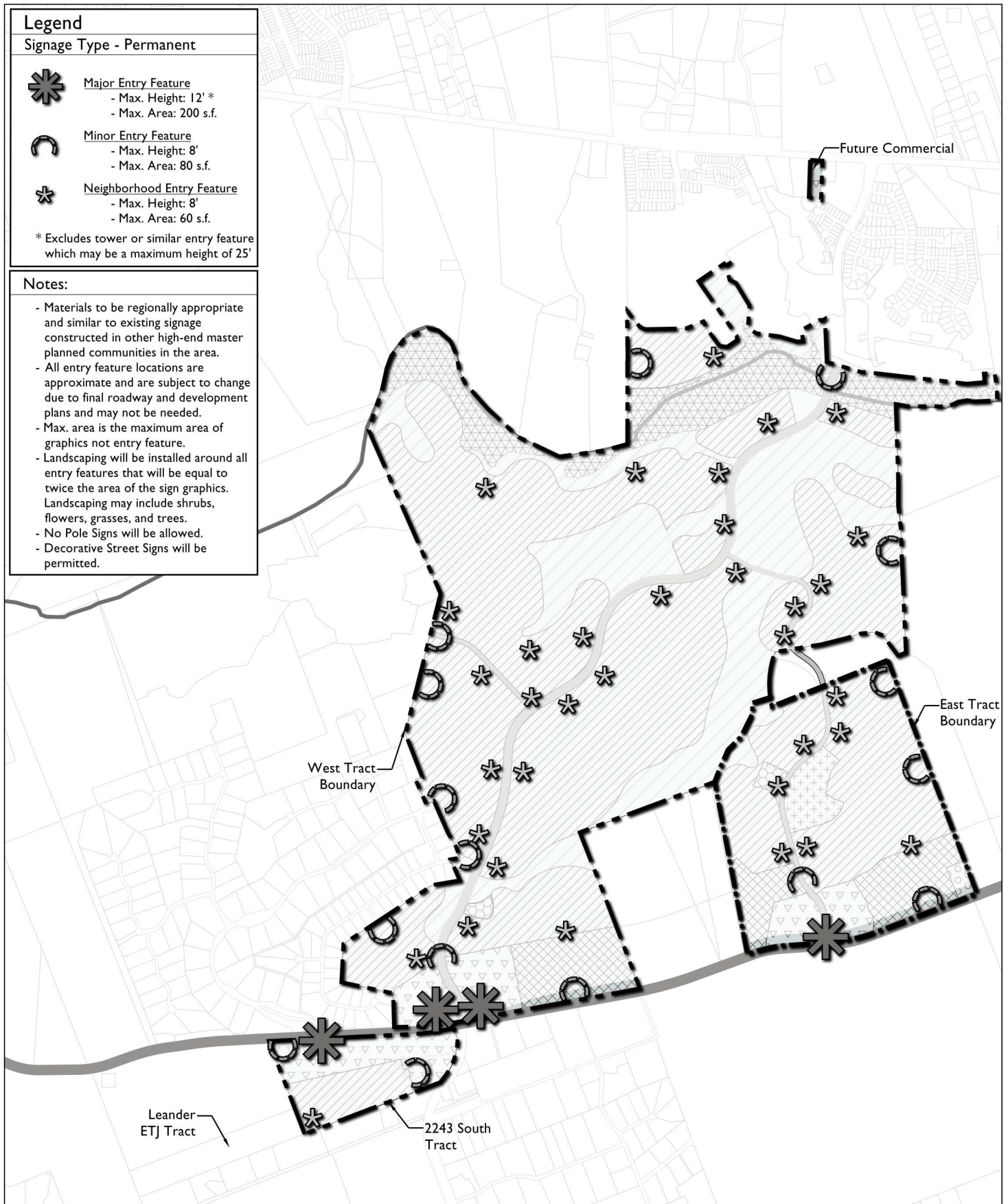


Exhibit K-2

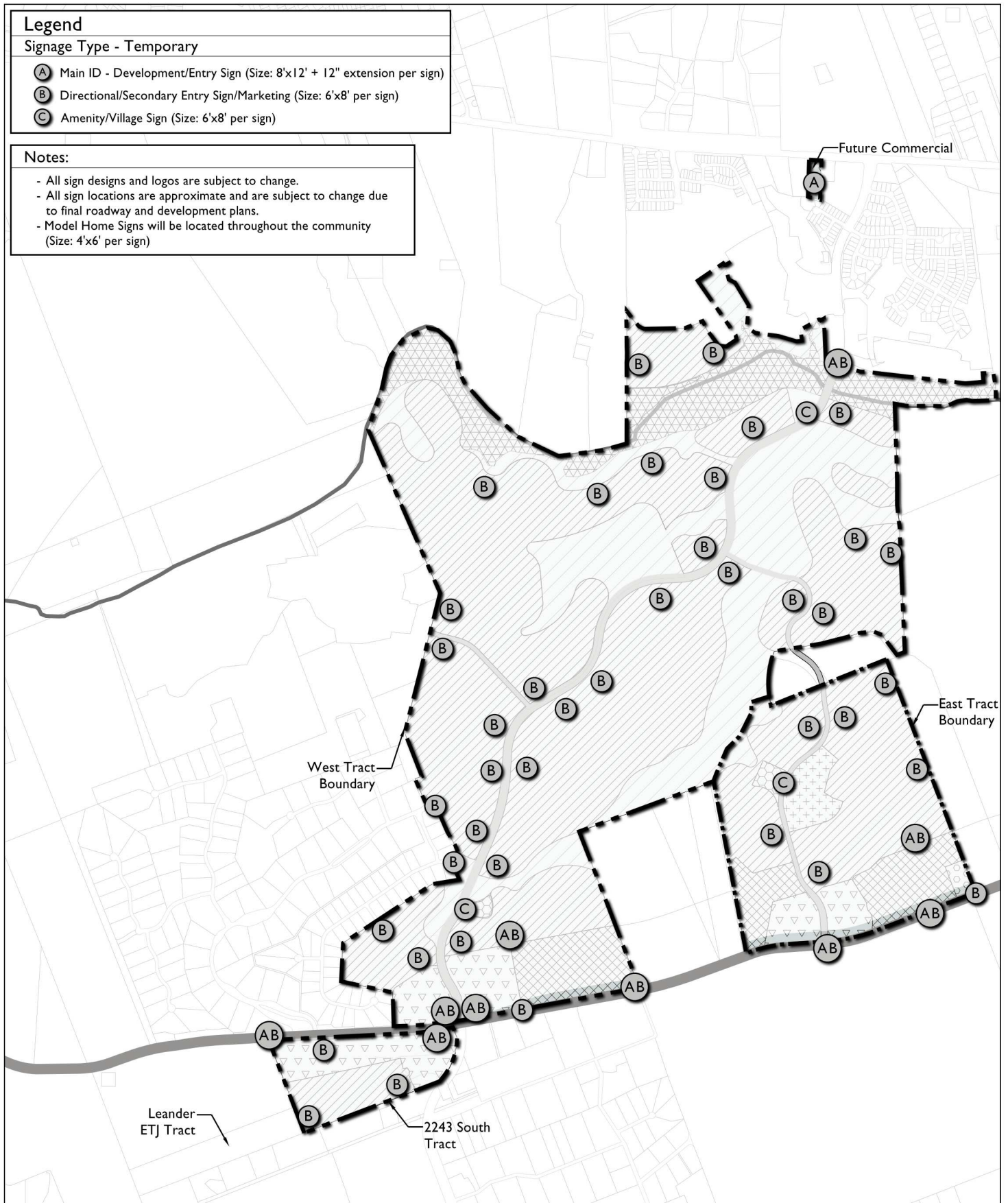
Legend

Signage Type - Temporary

- (A) Main ID - Development/Entry Sign (Size: 8'x12' + 12" extension per sign)
- (B) Directional/Secondary Entry Sign/Marketing (Size: 6'x8' per sign)
- (C) Amenity/Village Sign (Size: 6'x8' per sign)

Notes:

- All sign designs and logos are subject to change.
- All sign locations are approximate and are subject to change due to final roadway and development plans.
- Model Home Signs will be located throughout the community (Size: 4'x6' per sign)



Copyright RVI

RVI

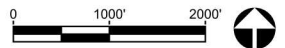
712 Congress Avenue
Suite 300
Austin, Texas 78701
Tel: 512.480.0032
www.rviplanning.com

PARKSIDE ON THE RIVER • MARKETING AND DIRECTIONAL PLAN

■ April 15, 2021



HANNA/MAGEE, L.P.



Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.
L:\2019\19002466 - Parkside on the River\PJ011_PUD Amendment\Drawings\Marketing\Exhibit K-2.dwg



HANNA / MAGEE, L.P.



Date: 04/15/2021

Parkside on the River Tree Preservation Guidelines

The following regulations apply to the Property regarding tree preservation and removal:

1. The A Tree Plan will be created for each plat. Tree Plan will state:
 - a. Trees to remove
 - b. Trees to remain
 - c. A calculation of mitigation requirements for Heritage Trees removed
 - d. A calculation for credits earned for preserving Credit Trees
2. The applicant will be allowed to remove trees under the following conditions, for all proposed land uses:
 - a. Heritage Trees with a DBH of 26-inches or greater:
 - i. 20% of these trees can be removed within a Tree Plan without any further approval from the City. Preservation priority will be given to single trunk heritage trees.
 - ii. If the Urban Forester denies the removal of a tree, then the applicant may follow section 3.23.070 (C) of the UDC. Onsite credit trees will not be applied to mitigation for removal of Heritage Trees beyond 20%.
 - b. Protected Trees with a DBH of 12-inches or greater (in high-density residential or commercial use areas):
 - i. 80% of these trees can be removed within a Tree Plan without any further approval from the City
3. The following mitigation ratios will apply:
 - a. In single-family districts, trees with a DBH less than 26-inches: None
 - b. In high-density or commercial use districts: 40% of protected trees removed, 1:1 ratio
 - c. Heritage Trees with a DBH of 26-inches or greater: 3:1 ratio. Mitigation by Payment may be provided at a 1:1 inch bases at \$200.00 per DBH inches of Heritage Trees removed.
4. Credit Trees will be those single-trunk or multi-trunk trees with a DBH of 18-inches or greater, but less than 26-inches. Credit Trees may apply up to 50% of mitigation for Heritage Tree removal within the Tree Plan for the applicable plat. Credit Trees can be applied to any mitigation requirements within the Tree Plan. Credit Trees must be located within any of the following areas:
 - a. In residential or non-residential tracts defined on the Master Concept Plan and within any of the following:
 - i. residential lot street yards

Exhibit L

- ii. medians
 - iii. parkways
 - iv. pocket parks or public amenities
 - b. Within Parkside Parkway and Parkway B
- 5. Major collector, Arterial, or higher level classification of roadways are exempt from Heritage Tree requirements, and any trees removed shall not be included in the percentages listed above.

SCHEDULE 1 - GP II Property - The 314-Acre Tract

County: Williamson
Project: Parkside on the River
Job No.: A201301
MB No.: 20-011

FIELD NOTES FOR 314.00 ACRES

Being a tract containing 314.00 acres of land located in the J.B. Berry Survey, Abstract Number 98, the R. Milby Survey, Abstract Number 459, the A.H. Porter Survey, Abstract Number 490, the D. Medlock Survey, Abstract Number 839, the J. Thompson Survey, Abstract Number 608, the W.E. Pate Survey, Abstract Number 836, and the I. Donagan Survey, Abstract Number 178 in Williamson County, Texas. Said 314.00 acre tract being all of a called 314.00 acre tract of land recorded in the name of Georgetown Properties II, LLC, in Document Number 2012043969, Official Public Records Williamson County (O.P.R.W.C.). Said 314.00 acres being more particularly described by metes and bounds as follows (*bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone*):

Beginning at a 1/2-inch iron rod found for the southwesterly corner of said 314.00 acre tract, said iron rod being a corner point on the westerly line of a called 1,143.511 acre tract of land recorded in the name of HM Parkside, LP in Document Number 2018114043, O.P.R.W.C., said iron rod also being on the easterly line of the remainder portion of a called 363.204 acre tract of land recorded in the name of SFSG Investments, LP in Document Number 2017001815, O.P.R.W.C. (Tract 1);

Thence, with the common line between said 314.00 acre tract and said 363.204 remainder tract, the following two (2) courses and distances;

1. North 14 degrees 08 minutes 44 seconds East, a distance of 718.12 feet to a capped iron rod set stamped "GBI Partners";
2. North 21 degrees 22 minutes 11 seconds West, a distance of 2,850.00 feet to a point in the center of the South San Gabriel River for the northwesterly corner of said 314.00 acre tract, said point being the most northerly corner of said 363.204 acre remainder tract, the most easterly corner of the remainder portion of a called 491.95 acre tract of land recorded in the name of Henry B. Tippe in Volume 570, Page 483, Williamson County Deed Records (W.C.D.R.), the southeasterly corner of a called 220.663 acre tract of land recorded in the name of Supak, et al in Document Number 2014081883, O.P.R.W.C.;

Thence, with the approximate centerline of said South San Gabriel River, and the southerly line of said 220.663 acre tract; the southerly line of a called 38.44 acre tract of land recorded in the name of Fitch Holdings, LLC in Document Number 202002383, O.P.R.W.C.; the southerly line of a called 68.096 acre tract of land recorded in the name of Yomac, Ltd. in Volume 2322, Page 474, W.C.D.R.; the southerly line of a called 100.390 acre tract of land recorded in the name of Overlook at Sangabriel, LLC in Document Number 2018056058, O.P.R.W.C., and the southerly line of a called 168.62 acre tract of land recorded in the name of Zamin, LP in Document Number 201403274, O.P.R.W.C. the following sixteen (16) courses and distances;

SCHEDULE 1 - GP II Property - The 314-Acre Tract

1. North 19 degrees 18 minutes 23 seconds East, a distance of 68.74 feet;
2. North 24 degrees 38 minutes 39 seconds East, a distance of 294.23 feet;
3. North 10 degrees 20 minutes 18 seconds East, a distance of 356.09 feet;
4. North 17 degrees 04 minutes 40 seconds East, a distance of 192.35 feet;
5. North 34 degrees 41 minutes 53 seconds East, a distance of 315.31 feet;
6. North 62 degrees 01 minutes 00 seconds East, a distance of 406.22 feet;
7. South 78 degrees 55 minutes 54 seconds East, a distance of 166.17 feet;
8. South 48 degrees 11 minutes 33 seconds East, a distance of 256.54 feet;
9. South 22 degrees 52 minutes 53 seconds East, a distance of 238.10 feet;
10. South 12 degrees 36 minutes 04 seconds East, a distance of 252.83 feet;
11. South 25 degrees 33 minutes 47 seconds East, a distance of 187.48 feet;
12. South 42 degrees 10 minutes 08 seconds East, a distance of 526.14 feet;
13. South 48 degrees 08 minutes 34 seconds East, a distance of 649.29 feet;
14. South 65 degrees 31 minutes 10 seconds East, a distance of 680.90 feet;
15. North 80 degrees 59 minutes 58 seconds East, a distance of 679.93 feet;
16. North 74 degrees 28 minutes 07 seconds East, a distance of 360.45 feet to a corner point on a westerly line of aforesaid 1,143.511 acre tract;

Thence, with the common line between said 314.00 acre tract and said 1,143.511 acre tract the following thirteen (13) courses and distances;

1. North 68 degrees 48 minutes 05 seconds East, a distance of 57.92 feet;
2. South 22 degrees 18 minutes 08 seconds East, a distance of 624.71 feet to a 1/2-inch iron pipe found;
3. South 22 degrees 05 minutes 52 seconds East, a distance of 1,596.68 feet to a 1/2-inch iron rod found;

SCHEDULE 1 - GP II Property - The 314-Acre Tract

4. 75.21 feet along the arc of a curve to the left, said curve having a central angle of 03 degrees 59 minutes 50 seconds, a radius of 1,078.00 feet and a chord which bears South 88 degrees 54 minutes 08 seconds West, a distance of 75.19 to a 1/2-inch iron rod found;
5. South 86 degrees 54 minutes 33 seconds West, a distance of 321.28 feet to a capped iron rod found stamped "CSA, Ltd."
6. 1,349.11 feet along the arc of a curve to the left, said curve having a central angle of 79 degrees 02 minutes 14 seconds, a radius of 978.00 feet and a chord which bears South 47 degrees 23 minutes 47 seconds West, a distance of 1,244.66 feet to a 1/2-inch iron rod found;
7. South 07 degrees 52 minutes 40 seconds West, a distance of 108.32 to a cotton spindle found;
8. 839.65 feet along the arc of a curve to the right, said curve having a central angle of 52 degrees 10 minutes 41 seconds, a radius of 922.00 feet and a chord which bears South 33 degrees 58 minutes 00 seconds West, a distance of 810.93 feet to a 1/2-inch iron rod found;
9. South 60 degrees 03 minutes 21 seconds West, a distance of 538.21 feet to a capped iron rod found stamped "CSA, Ltd."
10. 175.01 feet along the arc of a curve to the left, said curve having a central angle of 09 degrees 18 minutes 07 seconds, a radius of 1,078.00 feet and a chord which bears South 55 degrees 24 minutes 17 seconds West, a distance of 174.82 feet to a capped iron rod found stamped "CSA, Ltd."
11. North 43 degrees 23 minutes 44 seconds West, a distance of 1,170.13 feet to a 1/2-inch iron rod found;
12. 326.94 feet along the arc of a curve to the left, said curve having a central angle of 32 degrees 24 minutes 32 seconds, a radius of 578.00 feet and a chord which bears North 59 degrees 36 minutes 01 seconds West, a distance of 322.60 feet to a 1/2-inch iron rod found;
13. North 75 degrees 48 minutes 18 seconds West, a distance of 431.73 feet to the **Point of Beginning** and containing 314.00 acres of land.

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
June 11, 2020



SCHEDULE 2 - GP II Property - The 47-Acre Tract

County: Williamson
Project: Parkside on the River
Job No.: A201301
MB No.: 20-008

FIELD NOTES FOR 47.417 ACRES

Being a tract containing 47.417 acres of land located in the J.D. Johns Survey, Abstract Number 365, the J.T. Church Survey, Abstract Number 140, the I & G.N.R.R. Survey, Abstract Number 744 and the Key West Irrigation Survey, Abstract Number 711 in Williamson County, Texas. Said 47.417 acre tract being all of a called 47.42 acre tract of land recorded in the name of Georgetown Properties II, LLC, in Document Number 2012043969, Official Public Records Williamson County (O.P.R.W.C.). Said 47.417 acres being more particularly described by metes and bounds as follows (*bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone*):

Beginning at a capped iron rod found stamped CS Ltd. for the southwesterly corner of said 47.20 acre tract, said iron rod being the southeasterly corner of The Preserve, Phase II, a subdivision as recorded in Cabinet GG, Slides 55-59 of the Williamson County Plat Records (W.C.P.R.), said iron rod also being on the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80' wide);

Thence, with the common line between said 47.42 acre tract and The Preserve Phase II the following three (3) courses and distances;

1. North 02 degrees 49 minutes 30 seconds West, a distance of 508.18 feet to a capped iron rod found stamped CS Ltd.;
2. North 78 degrees 45 minutes 22 seconds West, a distance of 814.82 feet to a 5/8-inch iron rod set stamped GBI Partners;
3. North 01 degrees 38 minutes 02 seconds East, a distance of 585.33 feet to a 5/8-inch iron rod set stamped GBI Partners;

Thence, continuing with the common line between said 47.42 acre tract and The Preserve Phase II, North 55 degrees 20 minutes 46 seconds East, passing at a distance of 7.04 feet a capped iron rod found stamped Bury Partners, said iron rod being the most easterly northeast corner of Lot 58 of said The Preserve, Phase II, also being the most southerly corner of Lot 59 of The Preserve Phase I, a subdivision as recorded in Cabinet EE, Slides 310-316 of the W.C.P.R., in all, a distance of 1,650.65 feet to a capped iron rod found stamped Bury Partners;

Thence, with the common line between said 47.42 acre tract and The Preserve Phase I, North 80 degrees 15 minutes 15 seconds East, a distance of 114.85 feet to the most northerly northeast corner of said 47.42 acre tract, also being an angle point on the westerly line of a called 1,143.511 acre tract of land recorded in the name of HM Parkside, LP, from which, a capped iron rod found stamped Bury Partners, bears South 67 degrees East, a distance of 0.66 feet;

SCHEDULE 2 - GP II Property - The 47-Acre Tract

Thence, with the easterly line of said 47.42 acre tract and the westerly line of said 1,143.511 acre tract the following sixteen (16) courses and distances;

1. South 34 degrees 39 minutes 43 seconds East, a distance of 126.11 feet to a capped iron rod found stamped CS Ltd.;
2. South 55 degrees 20 minutes 17 seconds West, a distance of 120.00 feet, from which a capped iron rod found stamped CS Ltd. found, bears South 68 degrees East, a distance of 0.55 feet;
3. 124.70 feet along the arc of a curve to the right, said curve having a central angle of 119 degrees 05 minutes 02 seconds, a radius of 60.00 feet and a chord which bears South 24 degrees 52 minutes 55 seconds West, a distance of 103.44 feet to a capped iron rod found stamped CS Ltd.;
4. South 34 degrees 39 minutes 43 seconds East, a distance of 97.07 feet to a capped iron rod found stamped CS Ltd.;
5. South 55 degrees 20 minutes 17 seconds West, a distance of 450.00 feet to a capped iron rod found stamped CS Ltd.;
6. South 34 degrees 39 minutes 43 seconds East, a distance of 239.78 feet to a capped iron rod found stamped CS Ltd.;
7. South 32 degrees 58 minutes 10 seconds East, a distance of 42.22 feet to a capped iron rod found stamped CS Ltd.;
8. 203.97 feet along the arc of a curve to the right, said curve having a central angle of 22 degrees 04 minutes 17 seconds, a radius of 529.50 feet and a chord which bears North 77 degrees 26 minutes 53 seconds East, a distance of 202.71 feet to a 5/8-inch iron rod found;
9. 674.39 feet along the arc of a curve to the left, said curve having a central angle of 45 degrees 58 minutes 20 seconds, a radius of 840.50 feet and a chord which bears South 03 degrees 29 minutes 00 seconds East, a distance of 656.44 feet to an 80-D nail found;
10. South 26 degrees 28 minutes 10 seconds East, a distance of 150.25 feet to an 80-D nail found;
11. 39.79 feet along the arc of a curve to the right, said curve having a central angle of 91 degrees 11 minutes 17 seconds, a radius of 25.00 feet and a chord which bears South 19 degrees 07 minutes 36 seconds West, a distance of 35.72 feet to an 80-D nail found;
12. South 27 degrees 14 minutes 19 seconds East, a distance of 65.03 feet to a 5/8-inch iron rod found;

SCHEDULE 2 - GP II Property - The 47-Acre Tract

13. 38.91 feet along the arc of a curve to the right, said curve having a central angle of 89 degrees 10 minutes 31 seconds, a radius of 25.00 feet and a chord which bears South 71 degrees 03 minutes 54 seconds East, a distance of 35.10 feet to a capped iron rod found stamped Bury Partners;
14. South 26 degrees 28 minutes 10 seconds East, a distance of 157.44 feet to a capped iron rod found stamped Bury Partners;
15. 155.33 feet along the arc of a curve to the right, said curve having a central angle of 16 degrees 06 minutes 30 seconds, a radius of 552.50 feet and a chord which bears South 18 degrees 24 minutes 54 seconds East, a distance of 154.82 feet to a capped iron rod found stamped Bury Partners;
16. South 28 degrees 25 minutes 04 seconds West, a distance of 160.70 feet to a capped iron rod found stamped Bury Partners for the southeasterly corner of said 47.42 acre tract and the southwesterly corner of said 1,143.511 acre tract, said iron rod also being on the northerly R.O.W. line of aforesaid F.M. 2243;

Thence, with the southerly line of said 47.42 acre tract and the northerly R.O.W. line of said F.M. 2243 the following three (3) courses and distances;

1. South 79 degrees 26 minutes 30 seconds West, a distance of 229.74 feet to a concrete monument found;
2. 373.03 feet along the arc of a curve to the right, said curve having a central angle of 07 degrees 27 minutes 09 seconds, a radius of 2,867.94 feet and a chord which bears South 83 degrees 33 minutes 16 seconds West, a distance of 372.77 feet to a concrete monument found;
3. South 87 degrees 09 minutes 58 seconds West, a distance of 241.10 feet to the **Point of Beginning** and containing 47.417 acres of land.

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
May 20, 2020



SCHEDULE 4 - TCS DRAINAGE EASEMENT

Williamson County, Texas
I. Donagan Survey, A-178

2.039 Acres
Page 1 of 6

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.039 ACRES OF LAND IN THE I. DONAGAN SURVEY, ABSTRACT NO. 178, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 190.40 ACRE TRACT DESCRIBED IN THE DEED TO TEXAS CRUSHED STONE COMPANY OF RECORD IN VOLUME 743, PAGE 47, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.039 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING COMPRISED OF TRACT 1 (1.317 ACRES), AND TRACT 2 (0.722 OF ONE ACRE), AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1: 1.317 ACRES

COMMENCING at a calculated point in the approximate centerline of the South Fork of the San Gabriel River, at the northwest corner of the said 190.40 acre tract, same being a re-entrant corner in the east line of a certain called 1,143.511 acre tract designed as Tract 1 and described in the deed to HM PARKSIDE, LP of record in Document No. 2018114043, Official Public Records of Williamson County, Texas, from which a ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 1,026.81 feet;

THENCE S 01°52'09" E, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, a distance of 626.15 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the tract described herein; from which the said ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 400.66 feet;

THENCE leaving the east line of the said 1,143.511 acre tract, crossing the said 190.40 acre tract, with the north, east, and south lines of the tract described herein, the following twenty (20) courses and distances:

1. S 82°41'00" E, a distance of 63.31 feet to a calculated angle point,
2. S 71°25'17" E, a distance of 95.54 feet to a calculated angle point,
3. S 68°01'05" E, a distance of 31.78 feet to a calculated angle point,
4. S 57°18'45" E, a distance of 70.37 feet to a calculated angle point,
5. S 62°49'34" E, a distance of 79.52 feet to a calculated angle point,
6. N 85°29'50" E, a distance of 53.00 feet to a calculated angle point,
7. N 87°54'09" E, a distance of 106.48 feet to a calculated angle point,
8. S 82°38'29" E, a distance of 34.15 feet to a calculated point for the east corner of the tract described herein,
9. S 73°20'38" W, a distance of 12.09 feet to a calculated angle point,
10. S 68°11'32" W, a distance of 40.92 feet to a calculated angle point,
11. S 60°32'55" W, a distance of 29.38 feet to a calculated angle point,
12. S 75°58'35" W, a distance of 68.77 feet to a calculated angle point,
13. S 66°03'16" W, a distance of 43.80 feet to a calculated angle point,
14. N 86°02'55" W, a distance of 32.31 feet to a calculated angle point,
15. S 72°35'52" W, a distance of 59.44 feet to a calculated angle point,
16. S 80°13'55" W, a distance of 65.46 feet to a calculated angle point;
17. S 80°16'00" W, a distance of 39.46 feet to a calculated angle point,
18. S 58°27'42" W, a distance of 16.99 feet to a calculated angle point,

SCHEDULE 4 - TCS DRAINAGE EASEMENT

Williamson County, Texas
I. Donagan Survey, A-178

2.039 Acres
Page 2 of 6

19. N 81°01'52" W, a distance of 64.16 feet to a calculated angle point, and
20. N 77°31'56" W, a distance of 48.06 feet to a calculated point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, for the southwest corner of the tract described herein, from which the said ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 190.12 feet;

THENCE N 01°52'09" W, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, with the west line of the tract described herein, a distance of 210.54 feet to the **POINT OF BEGINNING** and containing 1.317 acres of land, more or less.

TRACT 2: 0.722 OF ONE ACRE

COMMENCING at a calculated point in the approximate centerline of the South Fork of the San Gabriel River, at the northwest corner of the said 190.40 acre tract, same being a re-entrant corner in the east line of a certain called 1,143.511 acre tract designed as Tract 1 and described in the deed to HM PARKSIDE, LP of record in Document No. 2018114043, Official Public Records of Williamson County, Texas;

THENCE, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, the following three (3) courses and distances:

1. S 01°52'09" E, a distance of 1,026.81 feet to a ½-inch iron rod with a plastic cap stamped "1847" found at an angle point,
2. S 01°10'35" E, a distance of 167.79 feet to a calculated point for an angle point, from which a 3/8-inch iron rod found bears S 01°12'20" E, a distance of 2.69 feet, and
3. S 00°03'58" W, a distance of 22.59 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the east line of the said 1,143.511 acre tract, crossing the said 190.40 acre tract, with the north, east, and south lines of the tract described herein, the following twenty-eight (28) courses and distances:

1. S 85°07'30" E, a distance of 38.55 feet to a calculated angle point,
2. S 78°30'02" E, a distance of 61.29 feet to a calculated angle point,
3. N 86°25'44" E, a distance of 53.48 feet to a calculated angle point,
4. S 79°41'37" E, a distance of 37.29 feet to a calculated angle point,
5. S 58°01'07" E, a distance of 31.46 feet to a calculated angle point,
6. N 69°55'06" E, a distance of 48.53 feet to a calculated angle point,
7. N 52°23'39" E, a distance of 67.37 feet to a calculated angle point,
8. N 47°28'19" E, a distance of 55.87 feet to a calculated angle point,
9. N 51°10'01" E, a distance of 51.39 feet to a calculated angle point,
10. S 78°41'26" E, a distance of 28.34 feet to a calculated angle point,
11. N 36°22'37" E, a distance of 23.56 feet to a calculated angle point,
12. N 79°50'51" E, a distance of 41.55 feet to a calculated angle point,
13. N 72°31'07" E, a distance of 30.57 feet to a calculated angle point,
14. N 66°48'36" E, a distance of 32.44 feet to a calculated angle point,
15. N 86°22'18" E, a distance of 25.95 feet to a calculated angle point,

SCHEDULE 4 - TCS DRAINAGE EASEMENT

Williamson County, Texas
I. Donagan Survey, A-178

2.039 Acres
Page 3 of 6

16. N 77°23'53" E, a distance of 22.52 feet to a calculated angle point,
17. N 65°25'35" E, a distance of 46.48 feet to a calculated angle point,
18. N 60°45'55" E, a distance of 46.96 feet to a calculated angle point,
19. N 57°40'56" E, a distance of 26.60 feet to a calculated angle point,
20. N 81°52'31" E, a distance of 4.85 feet to a calculated angle point,
21. S 04°20'45" W, a distance of 12.34 feet to a calculated angle point,
22. S 58°43'52" W, a distance of 95.37 feet to a calculated angle point,
23. S 74°34'29" W, a distance of 49.46 feet to a calculated angle point,
24. S 61°41'30" W, a distance of 156.24 feet to a calculated angle point,
25. S 66°14'13" W, a distance of 68.73 feet to a calculated angle point,
26. S 43°49'19" W, a distance of 83.44 feet to a calculated angle point,
27. S 58°34'41" W, a distance of 97.35 feet to a calculated angle point, and
28. N 84°48'12" W, a distance of 224.98 feet to a calculated point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, for the southwest corner of the tract described herein, from which a ½-inch iron pipe found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 00°03'58" W, a distance of 250.49 feet;

THENCE N 00°03'58" E, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, with the west line of the tract described herein, a distance of 68.65 feet to the **POINT OF BEGINNING** and containing 0.722 of one acre of land, more or less.

FOR A TOTAL AREA OF 2.039 ACRES, BEING ALL OF TRACT 1 (1.317 ACRES) AND ALL OF TRACT 2 (0.722 OF ONE ACRE).

Bearing Basis: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of March, 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd day of May 2021 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



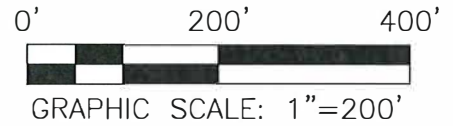
SCHEDULE 4 - TCS DRAINAGE EASEMENT

(1,143.511 ACRES)
TRACT 1
HM PARKSIDE, LP
DOC. NO. 2018114043
SPECIAL WARRANTY DEED
O.P.R.W.C.TX.

SOUTH FORK SAN GABRIEL RIVER

(190.40 AC.)
WARRANTY DEED
TEXAS CRUSHED STONE
COMPANY
VOL. 743, PG. 47,
D.R.W.C.TX.

I. DONAGAN SURVEY, A-178



P.O.C.
TRACT 1
TRACT 2

(N 02°10'00" W)
(145.21')

626.15'
(N 00°43'00" E 985.97')

P.O.B.
TRACT 1

TRACT 1
1.317 ACRES

(190.40 AC.)
WARRANTY DEED
TEXAS CRUSHED STONE
COMPANY
VOL. 743, PG. 47,
D.R.W.C.TX.

(1,143.511 ACRES)
TRACT 1
HM PARKSIDE, LP
DOC. NO. 2018114043
SPECIAL WARRANTY DEED
O.P.R.W.C.TX.

[S 01°52'12" E 1026.81']
S 01°52'09" E 1,026.81'

190.12'

S 01°10'35" E
167.79'
[S 01°10'35" E]
[167.70']
(N 03°29'00" E)
(102.91')

1847'

A 3/8" IRF BRS:
S01°12'20"E, 2.69'

22.59'

P.O.B.
TRACT 2

TRACT 2
0.722 ACRE

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999861551.
4. SEE PAGE 6 OF 6 FOR LINE TABLE.

FILE No. 1380

LANDDEV

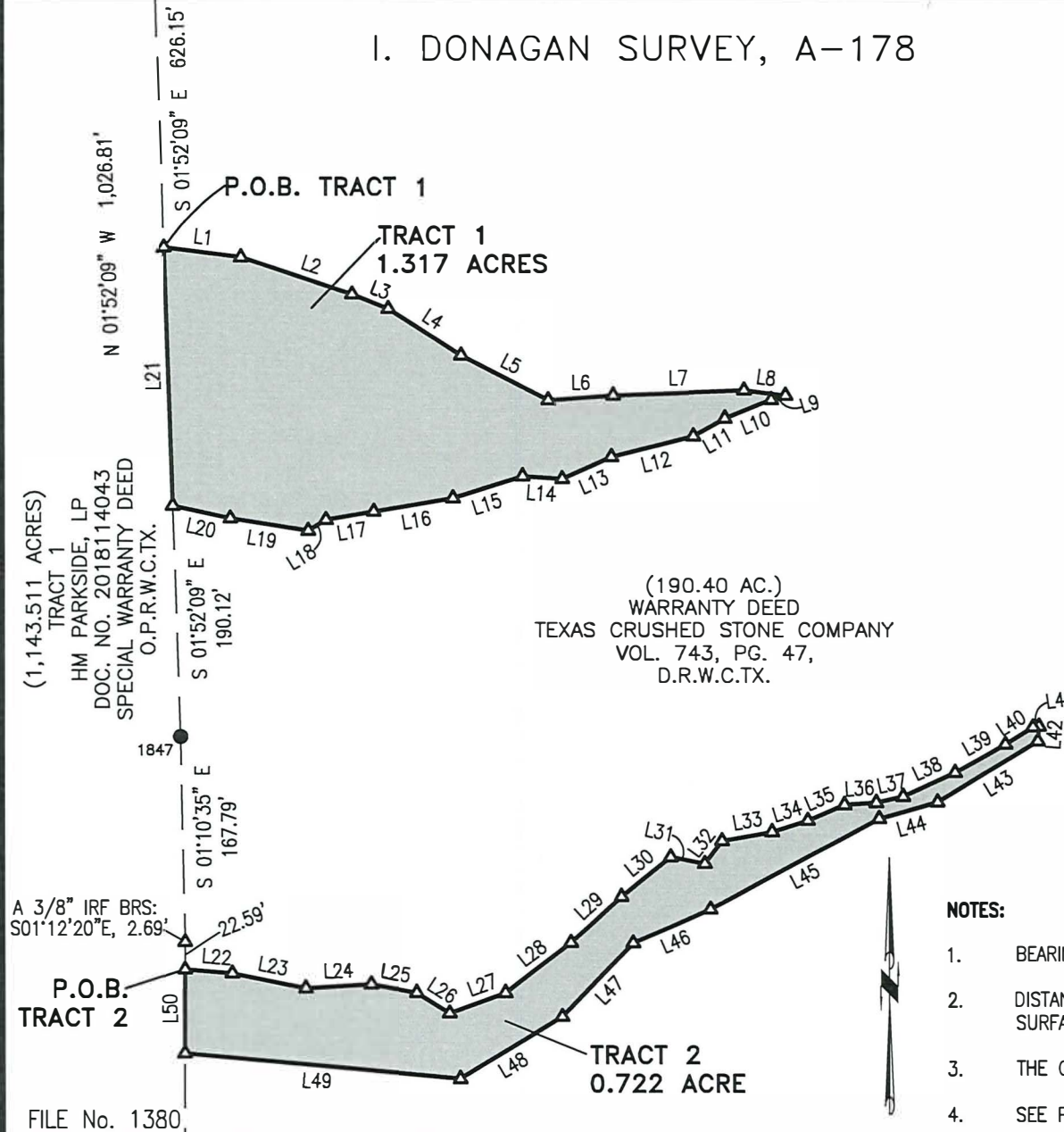
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE: 512.872.6696
TBPLS FIRM NO. 10194101

SURVEY SKETCH to Accompany Description:

TRACT 1 - 1.317 ACRES
TRACT 2 - 0.722 ACRE
I. DONAGAN SURVEY, ABSTRACT No. 178
WILLIAMSON COUNTY, TEXAS

SCHEDULE 4 - TCS DRAINAGE EASEMENT

I. DONAGAN SURVEY, A-178



LEGEND

- 1847 1/2" IRON ROD W/PLASTIC CAP STAMPED "RPLS 1847" FOUND
- ⊙ 1/2" 1/2" IRON PIPE FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION (PER VOL.743, PG.47, D.R.W.C.TX.)
- [] ADJOINER INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

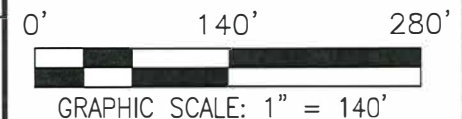
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999861551.
4. SEE PAGE 6 OF 6 FOR LINE TABLE.

LAND DEV

CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE: 512.872.6696
T8PLS FIRM NO. 10194101

SURVEY SKETCH to Accompany Description:

TRACT 1 - 1.317 ACRES
TRACT 2 - 0.722 ACRE
I. DONAGAN SURVEY, ABSTRACT No. 178
WILLIAMSON COUNTY, TEXAS



SCHEDULE 4 - TCS DRAINAGE EASEMENT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 82°41'00" E	63.31'
L2	S 71°25'17" E	95.54'
L3	S 68°01'05" E	31.78'
L4	S 57°18'45" E	70.37'
L5	S 62°49'34" E	79.52'
L6	N 85°29'50" E	53.00'
L7	N 87°54'09" E	106.48'
L8	S 82°38'29" E	34.15'
L9	S 73°20'38" W	12.09'
L10	S 68°11'32" W	40.92'
L11	S 60°32'55" W	29.38'
L12	S 75°58'35" W	68.77'
L13	S 66°03'16" W	43.80'
L14	N 86°02'55" W	32.31'
L15	S 72°35'52" W	59.44'
L16	S 80°13'55" W	65.46'
L17	S 80°16'00" W	39.46'
L18	S 58°27'42" W	16.99'
L19	N 81°01'52" W	64.16'
L20	N 77°31'56" W	48.06'
L21	N 01°52'09" W	210.54'
L22	S 85°07'30" E	38.55'
L23	S 78°30'02" E	61.29'
L24	N 86°25'44" E	53.48'
L25	S 79°41'37" E	37.29'

LINE TABLE		
LINE #	BEARING	DISTANCE
L26	S 58°01'07" E	31.46'
L27	N 69°55'06" E	48.53'
L28	N 52°23'39" E	67.37'
L29	N 47°28'19" E	55.87'
L30	N 51°10'01" E	51.39'
L31	S 78°41'26" E	28.34'
L32	N 36°22'37" E	23.56'
L33	N 79°50'51" E	41.55'
L34	N 72°31'07" E	30.57'
L35	N 66°48'36" E	32.44'
L36	N 86°22'18" E	25.95'
L37	N 77°23'53" E	22.52'
L38	N 65°25'35" E	46.48'
L39	N 60°45'55" E	46.96'
L40	N 57°40'56" E	26.60'
L41	N 81°52'31" E	4.85'
L42	S 04°20'45" W	12.34'
L43	S 58°43'52" W	95.37'
L44	S 74°34'29" W	49.46'
L45	S 61°41'30" W	156.24'
L46	S 66°14'13" W	68.73'
L47	S 43°49'19" W	83.44'
L48	S 58°34'41" W	97.35'
L49	N 84°48'12" W	224.98'
L50	N 00°03'58" E	68.65'

FILE No. 1380

LAND DEV

CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE: 512.872.6696
TBPLS FIRM NO. 10194101

SURVEY SKETCH to Accompany Description:

TRACT 1 – 1.317 ACRES
TRACT 2 – 0.722 ACRE
I. DONAGAN SURVEY, ABSTRACT No. 178
WILLIAMSON COUNTY, TEXAS