

**Notice of Meeting of the
Transportation Enhancement Corporation
of the City of Georgetown, Texas
June 23, 2026**

The Georgetown Transportation Enhancement Corporation will meet on June 23, 2026 at 11:00 AM at City Hall, 808 Martin Luther King Jr St, Georgetown, TX 78626.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

This is a special board meeting to address matter requiring timely discussion and board action.

Regular Session

1.A **Call to order**

Call to order - Shawn Hood, Board President

1.B **SU 560 Land Holdings I, LLC Economic Performance Agreement**

Consideration and possible action to approve an Economic Performance Agreement between SU 560 Land Holdings I, LLC and the Georgetown Transportation Enhancement Corporation – Nick Woolery, Assistant City Manager

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2026, at _____, and remained so posted for at least three business days preceding the scheduled time of said meeting.

Robyn Densmore, City Secretary

City of Georgetown, Texas
Transportation Enhancement Corporation
June 23, 2026

SUBJECT:

Call to order

SUGGESTED ACTION:

Call to order - Shawn Hood, Board President

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:

Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:

N/A

City of Georgetown, Texas
Transportation Enhancement Corporation
June 23, 2026

SUBJECT:

SU 560 Land Holdings I, LLC Economic Performance Agreement

SUGGESTED ACTION:

Consideration and possible action to approve an Economic Performance Agreement between SU 560 Land Holdings I, LLC and the Georgetown Transportation Enhancement Corporation – Nick Woolery, Assistant City Manager

ITEM SUMMARY:

Southwestern University is initiating the Southwestern University 560 Project, which is a 560-acre mixed-use development located just east of their campus consisting of employment, resident, retail, and hospitality complementing the University. The initial 67-acre first phase is planned to include office, multi-family residential, retail, hospitality, and entertainment uses. The City of Georgetown's Customer Service is proposed to be in the first phase of development. The economic development performance agreement will provide up to \$8.5 million for transportation improvements which include collector roads and improvements to University Avenue. Additionally, the agreement requires Southwestern University to provide an easement for a large wastewater line to be installed by the City of Georgetown.

FINANCIAL IMPACT:

The funding of \$8.5 million will come from the Georgetown Transportation Enhancement Corporation (GTEC). The economic incentive grant is projected to spur new development generating future sales tax and property tax revenues.

SUBMITTED BY:

Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:

[GTEC SWU Economic Development Incentive Agreement.pdf](#)

STATE OF TEXAS §
 § **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**
COUNTY OF WILLIAMSON §

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Georgetown Transportation Enhancement Corporation, a Type B sales tax corporation (“GTEC”) and SU 560 Land Holdings I, LLC, a Texas limited liability company (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, Company owns approximately 560 acres of real property in the City of Georgetown (the “Property”) and intends to develop the Property in four phases for office, retail, entertainment, hospitality, and residential uses (the “Project”); and

WHEREAS, Company owns the real property described in **Exhibit “A”** (“Land”) being a part of the Property, consisting of approximately 68.768 acres, and intends to develop the Land for a mixture of employment, retail, entertainment, office and residential uses as the first phase of the Project (“Phase1 Project”); and

WHEREAS, approximately 1.8 acres of the Land will be conveyed by Company to the City pursuant to a separate development and operations agreement (the “Development and Operations Agreement”) for the City construction of a municipal services building consisting of two or more stories in height and containing approximately 74,000 square feet of space for the City of Georgetown “Customer Service Center”, together with ground floor space that could be used for retail (hereinafter defined as the “Improvements”) and for the City to construct on the Land at a site to be mutually determined by the Parties (the “Parking Facilities Site”) surface parking containing approximately 286 shared parking spaces, 25 reserved visitor parking spaces, including 2 required ADA accessibility parking spaces, and 91 reserved fleet parking Spaces (the “Parking Facilities”) (collectively the “Improvements” and the “Parking Facilities” referred to as the “City Project”); and;

WHEREAS, Company and/ or Company Affiliate intends to design and construct and install certain public infrastructure consisting of public street, required utilities, intersection improvements, traffic signalization, drainage, and public open space on the Land (hereinafter defined as the “Transportation Infrastructure”); and

WHEREAS, Company intends to make a Capital Investment (hereinafter defined) of not less than Eight Million Five Hundred Thousand and No/100 Dollars (\$8,500,000.00) for the Transportation Infrastructure and intends to make a Capital Investment of not less than Eight Million Five Hundred Thousand and No/ 100 Dollars (\$8,500,000.00) for the Phase 1 Project for a total combined minimum Capital Investment in the amount of Seventeen Million and No/ 100 Dollars (\$17,000,000.00); and

WHEREAS, Company anticipates that the development of the Land and the Project will create Employment Positions; and

WHEREAS, Company has advised GTEC that a contributing factor that would induce Company to make the Capital Investment and to cause the design, construction and the installation of the Transportation Infrastructure would be an agreement by GTEC to provide an economic development grant to Company to offset the costs for the Infrastructure; and

WHEREAS, GTEC on behalf of City, has agreed to provide Company with the Transportation Infrastructure Grant (hereinafter defined); and

WHEREAS, GTEC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapter 501-505 of the Texas Local Government Code (the “Act”) authorizes GTEC to provide economic development grants for the for infrastructure suitable for new or expanded business enterprises; and

WHEREAS, GTEC has determined that the Transportation Infrastructure Grant (hereinafter defined) to be made hereunder is required or suitable for infrastructure for new and expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, GTEC has determined that providing the Transportation Infrastructure Grant to Company in accordance with this Agreement will further the objectives of GTEC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Party’s existence, insolvency, employment of receiver for any part of Party’s property and such appointment is not terminated within one hundred twenty (120) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against a Party and such proceedings are not dismissed within one hundred twenty (120) days after the filing thereof.

“Capital Investment” shall mean the capitalized costs incurred and paid by Company or on behalf of Company, or by a Company Affiliate for the design, construction

and installation of the Transportation Infrastructure and for the Phase 1 Project, as the case may be.

“City” shall mean the City of Georgetown, Texas.

“City Project” shall collectively mean the Improvements and the Parking Facilities.

“Commencement of Construction” shall mean that: (i) the Plans and Specifications have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Transportation Infrastructure, or the respective portion thereof; and (ii) all necessary permits for the construction of the Transportation Infrastructure, or for the respective portion thereof pursuant to the Plans and Specifications have been issued by all the applicable governmental authorities; and (iii) clearing and/or grading of the Land has commenced.

“Company” shall mean SU 560 Land Holdings I, LLC, a Texas limited liability company.

“Company Affiliate” shall mean any entity that is directly or indirectly controlled by or is under common control with Company.

“Completion of Construction” shall mean that the City has conducted the final inspection and accepted the Transportation Infrastructure, or the applicable portion thereof.

“County” shall mean Williamson County, Texas.

“Development and Operations Agreement” shall mean that certain agreement by and between City and Company dated approximate date herewith.

“Effective Date” shall mean the last date of execution hereof by the Parties.

“Eligible Costs” shall mean the costs that are incurred and paid by Company and/or on behalf of Company, or by a Company Affiliate for the design, construction and installation of the Transportation Infrastructure, including the Engineering Services, hard construction costs, surveying fees, permitting fees, testing fees, and construction management fee not to exceed four percent (4%) of design, permitting and construction costs but not including interest, costs of financing, land acquisition, costs for right-of-way or easements, or other similar soft costs.

“Employment Period” shall mean each twelve (12) consecutive month period following the date of Completion of Construction of the Improvements and the Parking Facilities during the term of this Agreement.

“Employment Position(s)” shall mean FTE eligible for employee benefits which have been created and filled at the Project. In the event of voluntary or involuntary termination of an employee, which termination causes the number of Employment

Positions to fall below the number required pursuant to this Agreement, Company shall not be in breach of this Agreement provided the required number of Employment Positions is re-established within ninety (90) days of such employee termination. The number of Employment Positions for an Employment Period shall be based on a weekly average count of Employment Positions working during each calendar week during the Employment Period.

“Engineering Services” shall mean the engineering services undertaken by the Project Engineer and their sub-consultants for the Plans and Specifications.

“Expiration Date” shall mean the date that is ten (10) years after the Completion of Construction of the Transportation Infrastructure.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“FTE” or “FTE Position” means one position filled by one or more individuals working at the Project a combined total of at least 2080 hours during the Employment Period as an employee, including sick leave, jury duty, vacation and paid holidays.

“GEDCO” shall mean the Georgetown Economic Development Corporation, a Type A sales tax corporation.

“GTEC” shall mean the Georgetown Transportation Enhancement Corporation, a Type B sales tax corporation.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and per fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

“Improvements” shall have the meaning assigned by the Recitals.

“Land” shall mean the real property described in **Exhibit “A”**.

“Maximum Grant Amount” shall mean the lesser of: (i) Eligible Costs actually incurred and paid by Company, or on behalf of Company, or by a Company Affiliate for the Transportation Infrastructure as verified by GTEC; or (ii) the sum of Eight Million Five Hundred Thousand and No/100 Dollars (\$8,500,000.00).

“Payment Request” shall mean a written request from Company to GTEC for payment of an installment of Transportation Infrastructure Grant, which request shall be accompanied by: (i) records, receipts, and invoices to document the costs incurred and paid by Company, or on behalf of Company, or by a Company Affiliate for the design, construction and the installation of the Transportation Infrastructure, or the respective portion thereof; and (ii) copies of receipts, invoices, bills, and other records evidencing the required Capital Investment and such other records as GTEC may reasonably request to document the required Capital Investment.

“Phase 1 Project” shall mean the development of the Land for office, retail, entertainment, hospitality, educational, residential uses or other uses permitted by the PUD as generally depicted in **Exhibit “B”**.

“Plans and Specifications” shall mean the plans and specifications prepared by the Project Engineer for the Transportation Infrastructure as approved in writing by the City Manager, or designee.

“Project Engineer” shall mean the certified professional engineer as herein approved by the City Manager, or designee, who shall provide the Engineering Services. The City Manager has approved Civiltude and Kimley-Horn as Project Engineers.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between: (i) the City, GTEC, and/or GEDCO and the Company or any Company Affiliate; and (ii); the Development and Operations Agreement.

“Required Use” shall mean the continuous occupancy and, upon establishment of use, the continuous use of the Land for employment, retail, entertainment, office, residential, academic, educational, research, student life, and other university mission-related uses, or other uses permitted by the PUD, and the City Project Uses.

“Transportation Infrastructure” shall consist of: right-turn deceleration lane approximately 400 feet in length at Paideia Way, dedicated left-turn lane approximately 600 feet in length at Paideia Way, right-turn deceleration lane approximately 500 feet in length at Golden Poppy Drive, the installation of traffic signal at Paideia Way, if warranted, or alternative improvements as required in City approved construction plans, the public streets, turn lanes, traffic signals, traffic signage, right-of-way utilities, and drainage as further described in **Exhibit “C”**, which qualify as the types of infrastructure set forth in Section 501.103 Texas Local Government Code, as amended.

“Transportation Infrastructure Grant” shall mean an economic development grant to be paid to Company for Eligible Costs incurred and paid by Company or on behalf of Company, or a Company Affiliate for the Transportation Infrastructure, not to exceed Eight Million Five Hundred Thousand and No/100 Dollars (\$8,500,000.00), to be paid as set forth herein.

“Wastewater Line” shall mean the Gabriel Interceptor and Force Main to be constructed by City.

“Wastewater Line Easement” shall mean the easement for the construction, repair, maintenance and operation of the Wastewater Line attached as **Exhibit “D”**.

“Zoning” or “PUD” shall mean the ordinance adopted by the City governing the development of the Property for the Project, the Phase 1 Project and for the Land, as amended.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Project

3.1 Construction of the Transportation Infrastructure.

(a) **Permits and Approvals.** Company and/ or Company Affiliate, shall contract with one or more third parties for the construction of the Transportation Infrastructure and shall cause its contractor(s) to apply, obtain all the necessary permits, inspections, and approvals for the construction of the Infrastructure.

(b) **Transportation Infrastructure Right-of-Way.** Company shall, without additional cost to the City and prior to Commencement of Construction of the applicable Transportation Infrastructure, dedicate, or cause the owner of the necessary property to dedicate, by plat or convey by separate instrument, in form reasonably acceptable to the City any right-of-way or easements

necessary for the installation, construction, use, maintenance and repair of the Transportation Infrastructure (“Right-of-Way”).

(c) Project Engineer. Company shall cause the Project Engineer to provide that the Plans and Specifications for the Transportation Infrastructure are being prepared for the benefit of City, and that City (its agents and contractors) may publish, reproduce, and use the Plans and Specifications for the Transportation Infrastructure. Company shall cause the Project Engineer to provide GTEC and/or City with a cost allocation of the cost of services for the water, wastewater, electricity, and gas utilities portion of the Transportation Infrastructure and for the costs for the design of the roadway portion of the Transportation Infrastructure, including associated roadway improvements.

(d) Submission of Permit Applications. Prior to Commencement of Construction of the Transportation Infrastructure, Company and/ or Company Affiliate shall make, or cause to be made, application for any necessary permits and approvals that are customarily required by City and any applicable governmental authorities to be issued for the construction of the Transportation Infrastructure.

(e) Compliance. Company and/ or Company Affiliate shall comply and cause its contractor(s) to comply with all local and state laws and regulations regarding the design, construction and installation of the Transportation Infrastructure in accordance with the Plans and Specifications, including but not limited to, any applicable requirement relating to payment, performance, and maintenance bonds.

(f) Project Inspection. City Engineer, or designee shall have the right to inspect the Transportation Infrastructure to determine whether the Transportation Infrastructure construction is in accordance with the requirements of Plans and Specifications, this Agreement as well as City standards, ordinances, and regulations pertaining to the construction of public improvements.

(g) Pre-Construction Conference. Prior to Commencement of Construction of the Transportation Infrastructure shall cause Company’s and/ or Company Affiliate’s contractor(s) (hereinafter defined as “Contractor”) and the Project Engineer to hold a pre-construction conference with the City-designated Engineering Inspector and the applicable private and public utility companies, as necessary.

(h) Bonds. Company and/ or Company Affiliate shall cause the Contractor to provide payment bonds and performance bonds for the construction of the Transportation Infrastructure to ensure completion thereof pursuant to Chapter 2253, Texas Government Code, as amended. Company and/ or Company Affiliate shall cause the Contractor to provide maintenance bonds for the Transportation Infrastructure in favor of City in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements.

(i) Construction of Transportation Infrastructure. Subject to delays caused by events of Force Majeure, Company shall cause the Commencement of Construction of the Transportation Infrastructure to occur on or before September 3, 2026, and shall, subject to delays caused by

events of Force Majeure, cause the Completion of Construction of the Transportation Infrastructure to occur on or before February 24, 2028.

3.2 Acceptance Procedures. City acceptance of the Transportation Infrastructure or portion thereof shall require:

(i) Submittal of executed Company's and/ or Company Affiliate's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Project work have been fully paid or otherwise satisfied;

(ii) Submittal of executed Contractor's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Transportation Infrastructure work have been fully paid or otherwise satisfied;

(iii) Submittal of Consent of Surety by Contractor;

(iv) Submittal of one set of reproducible As-Built Record Drawings for the Transportation Infrastructure;

(v) Delivery of a bill of sale conveying the Transportation Infrastructure, or portion thereof to the City for which the Company has submitted a Payment Request; and

(vi) Delivery of all assignable warranties or assignment of warranties for the Transportation Infrastructure, or portion thereof for which Company has submitted a Payment Request.

3.3 Access to Work and Inspections. City, and its representatives, shall have access to the Transportation Infrastructure work at all times from Commencement of Construction through Completion of Construction. The Company and/ or Company Affiliate shall take whatever steps reasonably necessary to provide such access when requested. When reasonably requested by the City based on substantiated need for confirmation, Company and/ or Company Affiliate shall perform or cause to be performed such testing as may be reasonably necessary or reasonably appropriate to ensure suitability of the jobsite or compliance with the Plans and Specifications. Any testing reasonably requested by the City shall be limited to tests reasonably necessary to verify compliance of the Transportation Infrastructure with the Plans and Specifications and shall be scheduled to minimize disruption to construction.

3.4 Indemnification. GTEC AND CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTOR PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST GTEC AND CITY, THEIR RESPECTIVE COUNCIL, BOARD, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "GTEC") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF GTEC.

COMPANY DOES HEREBY INDEMNIFY, DEFEND AND SAVE HARMLESS GTEC FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM COMPANY'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY NEGLIGENT OR WILLFUL ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTOR, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE GTEC. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH GTEC AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO GTEC AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3.5 Project Records and Audits.

(a) Company and/ or Company Affiliate shall keep and maintain, and cause Contractor to keep and maintain, complete and accurate records documents, papers, accounting records and other documentation relating to costs incurred and paid under this Agreement, including records and documents to document that the Transportation Grant were expended only for Eligible Costs (collectively the "Project Records").

(b) The Project Records shall be maintained for a period of four (4) years from the date of Completion of Construction of the Transportation Infrastructure, or until any pending litigation or claims are fully resolved, whichever is later.

(c) Company and/ or Company Affiliate shall provide and cause Contractor to provide to GTEC and/ or City, (including their representatives), upon not less five (5) business days prior written notice, access to the Project Records at a location designated by Company and/ or Company Affiliate within the City, during normal business hours for the purpose of making audits, examinations, excerpts, and transcriptions.

(d) GTEC and City shall maintain the confidentiality of proprietary, competitively sensitive, FERPA-protected, donor-related, privileged, and work-product materials to the

maximum extent permitted by the Texas Public Information Act, or other applicable law and will promptly notify Company of public information requests, and timely cooperate with Company to assert applicable exceptions, make reasonable redactions, and implement secure handling for any records reviewed.

3.6 Assignment of Warranties. Company and/ or Company Affiliate agrees to obtain and assign and cause Contractor to assign to the City the assignable warranties from Contractor and suppliers providing labor and/or materials in connection with the Transportation Infrastructure. Such warranties shall: (a) be at least standard industry warranties with respect to the Transportation Infrastructure; and (b) obligate Contractor and suppliers to repair all defects in the Transportation Infrastructure for a period of two (2) years following Completion of Construction of the respective Transportation Infrastructure.

3.7 Casualty. Risk of loss due to casualty shall be borne by Company until Completion of Construction of the respective Transportation Infrastructure. Company shall carry, or cause to be carried as an Eligible Cost, insurance in amounts sufficient to restore any portion of the Transportation Infrastructure damaged by casualty to the same condition as existed immediately prior to such casualty. Company will, in any event, restore any portion of the Transportation Infrastructure damaged or destroyed by casualty as part of its obligation to construct the Transportation Infrastructure and the time granted by the City for restoration shall be commensurate to the extent of the damage or destruction.

3.8 Insurance. Company and/ or Company Affiliate shall obtain and maintain in full force and effect at its expense and shall require its Contractor to obtain and maintain at their expense the following policies of insurance and coverage:

(a) Commercial General Liability Policy covering bodily injury, death and property damage, including the property of GTEC, its directors, officers, employees and agents insuring against all claims, demands or actions relating to the Project work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and completed operations coverage. This policy shall be primary to any policy, or policies carried by or available to GTEC. Any insurance proceeds received on account of casualty to the Transportation Infrastructure shall be applied to restoration of the affected Transportation Infrastructure, and the completion deadlines shall be extended for the reasonable period required for restoration.

(b) Workers' Compensation Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness, or disease coverage with minimum Employer's Liability limits of not less than \$500,000/\$500,000/\$500,000.

(c) Automobile Liability Insurance Policy covering all operations of Company pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death, and property damage liability.

(d) Excess Liability Insurance Policy with a limit of not less than Ten Million Dollars (\$10,000,000). Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by GTEC and shall be provided on a "following form basis". Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed work.

(e) Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Project construction value with replacement cost basis to include the interest of GTEC, Company, the Contractor in the Project work and materials in transit and stored off the Project site destined for incorporation.

(f) Professional Liability Insurance (if applicable) with limit of not less than Two Million Dollars (\$2,000,000) for all negligent acts, errors and omissions by the Project Engineer that arise out of the performance of this Agreement.

(g) Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against GTEC.

(h) Additional Insured Status. With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name GTEC, its board, officers, and employees as additional insureds. The Additional Insured status for GTEC shall remain in force and effect for a minimum of two (2) years following abandonment or completion of the work and services provided pursuant to this Agreement and the termination of this Agreement.

(i) Certificates of Insurance. Certificates of Insurance and policy endorsements for the required insurance shall be delivered to GTEC prior to the commencement of any work or services under this Agreement and annually for a minimum of two (2) years following the Expiration Date or termination of this Agreement, abandonment, or completion of Project work. All required policies shall be endorsed to provide GTEC with thirty (30) days' advance notice of cancellation or material change in coverage. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements regarding cancellation, non-renewal and/or material changes, the Company shall provide at least thirty (30) days prior written notice to GTEC of any cancellation, non-renewal, and/or material changes to any of the policies of insurance.

(j) On every date of renewal of the required insurance policies, Company shall deliver to GTEC (and cause the Contractor to deliver to GTEC a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein. In addition, Company shall, within ten (10) business days after written request, provide GTEC with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including

copies of such insurance policies) to GTEC is a condition precedent to the payment of any amounts due to Company by GTEC.

(k) **Carriers.** All policies of insurance required to be obtained by Company, and/ or Company Affiliate, and Contractor pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to GTEC and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A-VII” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by GTEC.

3.9 **Current Revenue.** The Transportation Infrastructure Grant made hereunder shall be paid solely from lawful available funds, which have been appropriated by GTEC. Under no circumstances shall the obligations of GTEC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, GTEC shall have no obligation or liability to pay the Transportation Infrastructure Grant except as allowed by law.

3.10 **Grant Limitations.** GTEC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of GTEC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.11 **Zoning.** The Parties acknowledge and understand that the Zoning contains provisions that may or do (i) prohibit, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a commercial building otherwise approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of a building, or (ii) establishes a standard for a building product, material, or aesthetic method in the construction, renovation, maintenance, or other alteration of a commercial building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, such that such provision(s) may be void as a matter of law pursuant to Chapter 3000 of the Texas Government Code. Notwithstanding the foregoing, Company agrees to: (i) comply with the Zoning and construct the Phase 1 Project improvements in accordance with the materials and elevations required by the Zoning, except that notwithstanding the Zoning the required exterior building materials for all buildings erected on any portion of the Land shall have exterior elevations of concrete, brick, masonry, stone, stucco, metal accents or equivalent finishes; no exterior elevations of any buildings on the Land shall be unfinished; and no metal buildings shall be permitted (the “Required Building Materials”) and (ii) to construct the Phase 1 Project improvements as required pursuant to this Agreement. Further, during the term of this Agreement, Company agrees to use building materials for the Phase 1 Project improvements consistent and harmonious with the Required Building Materials and the Zoning, (the Zoning as modified by the Required Building Materials) and as required by this Agreement. The provisions of this Section shall be a covenant running with the Land and are fully binding on Company and each and every subsequent owner of all or any portion of the Land during,

but only during, the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors and assigns of Company which acquire any right, title, or interest in or to the Land, or any part thereof.

Article IV

Transportation Infrastructure Grant

4.1 Transportation Infrastructure Grant.

(a) Transportation Infrastructure Grant Process Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company and the obligation of Company to repay the Transportation Infrastructure Grant pursuant to Article V hereof, GTEC agrees to provide the Transportation Infrastructure Grant to Company to be paid by GTEC to Company in calendar quarter installments beginning with the first day of the first calendar quarter following ninety (90) days after the Commencement of Construction of the Transportation Infrastructure and continuing on the first day of each calendar quarterly calendar thereafter until earlier of; (i) the date of the cumulative payments of the Transportation Infrastructure Grant equals the Maximum Grant Amount; or (ii) the date of one hundred percent (100%) of the Completion of Construction of the Transportation Infrastructure has been achieved. The amount of each quarterly installment shall be equal to the amount of Eligible Costs incurred and paid by Company and/ or Company Affiliate during the preceding ending quarterly calendar, after deducting any prior installments of the Transportation Grant.

(b) Payment of Transportation Infrastructure Grant. Company may submit a Payment Request for a quarterly installment of the Transportation Grant no earlier than the first day of the applicable calendar quarter and no later than thirty (30) days after the end of the applicable calendar quarter. GTEC shall pay the applicable calendar quarter installment of the Transportation Grant within sixty (60) days after receipt of the applicable Payment Request following GTEC verification of the Eligible Costs and the Payment Request Review set forth in Section 4.2. Failure to timely submit a Payment Request shall not be a breach or default of this Agreement but shall operate as a forfeiture of payment of the Eligible Costs for such calendar quarter provided however any Eligible Costs for such calendar quarter may be carried forward once to the next quarterly installment of the Transportation Infrastructure Grant. Any Eligible Costs for a calendar quarter not included in a Payment Request for such calendar quarter shall only be carried forward and available for payment in the next calendar quarter installment of the Transportation Infrastructure Grant and not thereafter.

(c) Final Transportation Infrastructure Grant. The final installment of the Transportation Infrastructure Grant in an amount of the lesser of: (i) one hundred percent (100%) of the Maximum Grant Amount, or (ii) the amount of the Eligible Costs incurred and paid by Company for the Transportation Infrastructure less the amount reimbursed by the prior Installments of the Transportation Infrastructure Grant shall be paid by GTEC to Company not later than sixty (60) days after receipt of a Payment Request following the date that one hundred percent (100%) of the Transportation Infrastructure has achieved Completion of Construction as determined by GTEC and City acceptance has occurred. GTEC shall provide written notice to Company of the date City has determined that one hundred percent (100%) of the Transportation

Infrastructure has achieved Completion of Construction. Company shall submit the Payment Request for the Final Installment of the Transportation Infrastructure Grant no earlier than the date one hundred percent (100%) of the Transportation Infrastructure has achieved Completion of Construction and City has accepted such Transportation Infrastructure, and no later than ninety (90) days thereafter. Failure of the Company to timely submit the Payment Request for the Final Installment of the Transportation Infrastructure Grant shall result in forfeiture of the payment of the Final Installment of the Transportation Infrastructure Grant.

4.2 Maximum Grant Amount. In no case shall the cumulative payments of the installments of the Transportation Infrastructure Grant exceed the lesser of the: (i) the Eligible Costs actually incurred and paid by Company, or on behalf of Company, or on behalf of Company, and/ or a Company Affiliate as verified by GTEC; and (ii) the Maximum Grant Amount. Company shall be responsible for costs for and for payment of all work performed for the Transportation Infrastructure in excess of the Maximum Grant Amount.

4.3 Payment Request Review.

(a) GTEC will review each Payment Request and the supporting records and the Transportation Infrastructure work to determine whether the quantity and quality of the Transportation Infrastructure work is as represented in the Request for Payment and is as required by the Plans and Specifications.

(b) Company warrants that upon submittal of the Payment Request that all Transportation Infrastructure work for which the Payment Request is submitted shall be free and clear of liens, claims, security interest or other encumbrances in favor of Company or any other person or entity whatsoever.

(c) No payment of an installment of the Transportation Infrastructure Grant, nor any use or occupancy of Transportation Infrastructure by GTEC and/or City, shall be interpreted to constitute an acceptance of any Transportation Infrastructure work not constructed in accordance with the Plans and Specifications. Company and/ or Company Affiliate warrants that upon submittal of the Payment Request that all Transportation Infrastructure work shall be free and clear of liens, claims, security interest or other encumbrances in favor of Company and/ or Company Affiliate or any other person or entity whatsoever. Company and/ or Company Affiliate shall promptly pay, or cause Contractor to pay, any sub-contractor(s) performing work on the Transportation Infrastructure and upon request by GTEC provide proof to GTEC that such sub-contractor(s) have been paid.

(d) No payment of the Transportation Infrastructure Grant or any installment thereof nor any use or occupancy of Transportation Infrastructure by GTEC and/or City, shall be interpreted to constitute an acceptance of any Transportation Infrastructure work not constructed in strict accordance with the Plans and Specifications.

(e) GTEC may decline to make payment of any installment of the Transportation Infrastructure Grant, may withhold funds, and, if necessary, may demand the return of some or all

of any installment of the Transportation Infrastructure Grant previously paid to Company, to protect GTEC and/or City from loss because of:

(1) Defective Transportation Infrastructure work not remedied by Company and/ or Company Affiliate, or, in the reasonable opinion of City, not likely to be remedied by the Company and/ or Company Affiliate;

(2) Substantiated claims of third parties against GTEC and/or City or their property with respect to the Transportation Infrastructure costs related to the construction thereof and such claims arising prior to acceptance of the Transportation Infrastructure by the City;

(3) Failure by Company and/ or Company Affiliate to pay Contractor or others under contract with Company and/ or Company Affiliate with respect to the Transportation Infrastructure in a prompt and proper fashion, excluding such instances of non-payment as allowed pursuant to the terms of contract between Company and/ or Company Affiliate and Contractor;

(4) Evidence that the balance of the Transportation Infrastructure work cannot be completed in accordance with this Agreement;

(5) Evidence that the Transportation Infrastructure work will not be completed in the time set forth in Section 3.1, but subject to Force Majeure and any permissible delay set forth in this Agreement;

(6) Persistent failure to carry out the Transportation Infrastructure work in accordance with this Agreement; and

(7) Damage to GTEC and/or City or a third party to whom GTEC and/or City is, or may be, liable and that is the responsibility of Company under this Agreement.

4.4 Conditions to Transportation Infrastructure Grant. The obligation of GTEC to pay the Transportation Infrastructure Grant and any installments thereof to Company shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Section; provided, however, that failure to meet a condition shall not prevent the payment of the applicable Transportation Infrastructure Grant prior to the specified deadline for satisfaction of the condition.

(a) Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

(b) Required Use. Beginning with the Effective Date and continuing until the Expiration Date the Land shall not be used for any purpose other than the Required Use.

(c) Capital Investment. The Capital Investment of the Transportation Infrastructure shall be no less Eight Million Five Hundred Thousand and No/ 100 Dollars (\$8,500,000.00) as of the date of Completion of Construction of all the Transportation Infrastructure. The Capital Investment for the Phase 1 Project shall be no less than Eight Million Five Hundred Thousand and

No/ 100 Dollars (\$8,500,000.00 as of the date of Completion of Construction of the Phase 1 Project. The combined Capital Investment for the Transportation Infrastructure and Phase 1 Project shall be no less than Seventeen Million Dollars (\$17,000,000.00) Company shall, within ninety (90) days after the first anniversary of the Effective Date and each subsequent anniversary thereof during the term of this Agreement provide GTEC with copies of receipts, invoices, bills, and other records and such other records as GTEC may reasonably request to document the required Capital Investment.

(d) Employment Positions. Company anticipates that the Phase 1 Project and the development of the Land will create approximately One Thousand (1,000) Employment Positions. Company's estimates of Employment Positions are forward-looking projections only and do not constitute a condition, covenant, or basis for default, or repayment under this Agreement.

(e) Wastewater Line Easement. The Wastewater Line Easement has been conveyed to City.

Article V Termination

5.1 Termination. This Agreement shall terminate upon any one or more of the following:

- (a) By written agreement of the Parties;
- (b) Expiration Date;
- (c) On the date set forth in a written notice by any Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided however if such breach may not be reasonably be cured within such 30-day period the Party in default may extend the cure period up to an additional one hundred twenty (120) days to cure such breach;
- (d) On the date set forth in a written notice by GTEC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) On the date set forth in a written notice by GTEC, if any Impositions owed to GTEC, City and/or the State of Texas by Company shall become delinquent for a period in excess of thirty (30) days (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); and
- (f) On the date set forth in a written notice by any Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2 Repayment. In the event this Agreement is terminated by GTEC pursuant to Section 5.1(c) for an uncured breach by Company, (d), (e), or (f), Company shall within thirty (30) days after notice of termination pay to GTEC an amount equal to the amount of the Transportation Infrastructure Grant less the amount of the Eligible Costs for the Transportation Infrastructure reimbursed to Company by the payment of installments of the Transportation Infrastructure Grant for those portions of the Transportation Infrastructure accepted by City, that has been paid to Company as of the date of termination, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by GTEC) as its prime or base commercial lending rate, not to exceed the lesser of (i) three percent (3%), or (ii) the maximum rate permitted by law, which shall accrue at a simple, non-compounding rate from the date of termination of this Agreement until paid in full.

5.3 Offsets. GTEC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City, GEDCO or GTEC from Company, and/ or Company Affiliate regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether the debt due City, GTEC, or GEDCO has been reduced to judgment by a court.

5.4 Termination for Exemption. This Agreement shall automatically terminate without notice or prior action by GTEC on the date the Williamson Central Appraisal District (or State of Texas or legislation enacted by the State of Texas) exempts any of the real property being a part of the Property and the Land and any improvements located thereon from property taxation in whole or in part ("Exemption"). In the event of Exemption, Company shall within thirty (30) days after written demand by GTEC repay GTEC an amount equal to the Transportation infrastructure Grant paid by GTEC to Company preceding the date of such Exemption. It is the intent of the Parties that if the Property and/or the Land, or any portion thereof and/or any improvements thereon are exempt from property taxes or later become exempt from property taxes that this Agreement shall terminate; provided however this Section shall not apply to any real property and/or improvements owned by City including any leasehold interests.

Article VI

Miscellaneous

6.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of GTEC.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, has acted independently, and GTEC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless GTEC from all such claims, suits, and causes of actions, liabilities, and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Company's and/or

Owners' performance of the conditions under this Agreement. Excluded from recovery between the Parties are punitive, exemplary, special, incidental, and consequential damages, except for Company indemnification of GTEC and City as provided in Section 3.4.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the Party at the address set forth below (or such other address as a Party may subsequently designate in writing); (ii) or on the day received if sent by courier or otherwise hand delivered.

If intended for GTEC, to:

President
Georgetown Transportation Enhancement
Corporation
City of Georgetown
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626

With a copy to:

Skye Masson
City Attorney
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

If intended for Company, to:

SU 560 Land Holdings I LLC
c/o Southwestern University
Attn: Laura S. Trombley
1001 E. University Avenue
Georgetown, TX 78627
Phone: 512-863-1454
Email: laura@southwestern.edu

With a copy to:

Jackson Walker LLP
Attn: Pam Madere
100 Congress Avenue, 11th Floor
Austin, Texas 78701
Phone: 512-236-2202
Email: pmadere@jw.com

6.5 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Transportation Infrastructure Grant and any other funds received by Company from GTEC as of the date of such violation within 120 days after the date Company is notified by GTEC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

6.14 Third Party Beneficiary. The Parties agree that the City is a third-party beneficiary of this Agreement and shall have the right to enforce this Agreement.

6.15 Conditions Precedent. This Agreement is subject to and the obligations of the Parties pursuant to this Agreement are expressly conditioned upon of City the City Council having approved this Agreement.

(signature pages to follow)

EXECUTED on this _____ day of _____, 2026.

**GEORGETOWN TRANSPORTATION
ENHANCEMENT CORPORATION**

By: _____
Shawn Hood, President

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Shawn Hood, as President of the Georgetown Transportation Enhancement Corporation, a Type B sales tax corporation, on behalf of said corporation.

(Notary Seal)

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED on this _____ day of _____, 2026.

SU 560 LAND HOLDINGS I, LLC

By: _____
Name: _____
Title: _____

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, as _____ of SU 560 Land Holdings I, LLC, a Texas limited liability company, on behalf of said company.

(Notary Seal)

Notary Public, State of Texas
My Commission Expires: _____

Certification of City Council Approval

I hereby certify that the foregoing Economic Development Incentive Agreement of the Georgetown Economic Development Corporation and the project described therein was approved by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

THE CITY OF GEORGETOWN, TEXAS
A Texas home-rule municipality

By: _____
Josh Schroeder, Mayor

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

**Exhibit “A”
Legal Description**

DESCRIPTION OF 68.768 ACRES

DESCRIPTION OF A 68.768 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING PART OF A CALLED 105 ACRE TRACT OF LAND CONVEYED TO SOUTHWESTERN UNIVERSITY IN VOLUME 333, PAGE 145, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DR), BEING DESCRIBED IN VOLUME 121, PAGE 111, DR, PART OF A CALLED 76 ACRE TRACT OF LAND CONVEYED TO SOUTHWESTERN UNIVERSITY IN VOLUME 359, PAGE 342, DR, PART OF A CALLED 25.75 ACRE TRACT OF LAND CONVEYED TO SOUTHWESTERN UNIVERSITY BY DEED, OF RECORD IN VOLUME 333, PAGE 145, DR, BEING DESCRIBED IN VOLUME 129, PAGE 11, DR, AND PART OF A CALLED 11.75 ACRE TRACT OF LAND CONVEYED TO SOUTHWESTERN UNIVERSITY IN VOLUME 333, PAGE 145, BEING DESCRIBED IN VOLUME 183, PAGE 588, DR, SAID 68.768 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JULY AND AUGUST, 2023, UNDER THE SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON SPINDLE WITH WASHER STAMPED “STEGER BIZZELL” SET IN THE NORTH RIGHT-OF -WAY OF STATE HIGHWAY NO 29, ALSO KNOWN AS UNIVERSITY AVENUE, A VARIABLE WIDTH RIGHT-OF-WAY, SAME BEING A SOUTHWESTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS THE AFOREMENTIONED SOUTHWESTERN UNIVERSITY TRACTS, WITH THE CENTERLINE OF SAID SMITH BRANCH, SAME BEING THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:

1. NORTH 20° 48' 17" WEST, A DISTANCE OF 304.96 FEET TO A POINT;
2. NORTH 40° 27' 28" WEST, A DISTANCE OF 226.74 FEET TO A POINT;
3. NORTH 51° 30' 23" WEST, A DISTANCE OF 65.84 FEET TO A POINT;
4. NORTH 42° 32' 02" WEST, A DISTANCE OF 124.49 FEET TO A POINT;
5. NORTH 32° 15' 06" WEST, A DISTANCE OF 173.82 FEET TO A POINT;
6. NORTH 07° 39' 28" WEST, A DISTANCE OF 200.45 FEET TO A POINT;
7. NORTH 02° 35' 22" WEST, A DISTANCE OF 105.98 FEET TO A POINT;
8. NORTH 11° 16' 53" EAST, A DISTANCE OF 51.97 FEET TO A POINT;
9. NORTH 04° 00' 44" EAST, A DISTANCE OF 240.86 FEET TO A POINT;
10. NORTH 13° 38' 23" EAST, A DISTANCE OF 73.47 FEET TO A POINT;
11. NORTH 03° 04' 37" EAST, A DISTANCE OF 51.24 FEET TO A POINT;
12. NORTH 13° 19' 40" WEST, A DISTANCE OF 72.10 FEET TO A POINT;

13. NORTH 31° 00' 39" WEST, A DISTANCE OF 135.95 FEET TO A POINT;
14. NORTH 44° 16' 00" WEST, A DISTANCE OF 85.61 FEET TO A POINT; AND
15. NORTH 53° 22' 14" WEST, A DISTANCE OF 79.63 FEET TO A POINT IN THE SOUTH LINE OF COUNTY ROAD 188, ALSO KNOWN AS SMITH CREEK ROAD, BEING A 40 FOOT WIDE RIGHT-OF-WAY (NO RECORD FOUND), FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTH LINE OF SAID SMITH CREEK, ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 61° 04' 53" EAST, A DISTANCE OF 47.17 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET;
2. NORTH 74° 06' 52" EAST, A DISTANCE OF 173.69 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET; AND
3. NORTH 77° 36' 45" EAST, A DISTANCE OF 1400.60 FEET TO A COTTON SPINDLE WITH WASHER STAMPED "STEGER BIZZELL" SET IN THE SOUTH AND WEST LINE OF SAID SMITH CREEK ROAD FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST LINE OF SAID SMITH CREEK ROAD THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. SOUTH 21° 31' 36" EAST, A DISTANCE OF 348.32 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET;
2. SOUTH 24° 18' 14" EAST, A DISTANCE OF 247.39 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET;
3. SOUTH 29° 05' 31" EAST, A DISTANCE OF 142.88 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET;
4. SOUTH 22° 32' 01" EAST, A DISTANCE OF 363.29 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET;
5. SOUTH 21° 57' 06" EAST, A DISTANCE OF 258.94 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET; AND
6. SOUTH 21° 59' 08" EAST, A DISTANCE OF 359.64 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET IN THE NORTH RIGHT OF WAY OF SAID UNIVERSITY AVENUE, SAME BEING THE SOUTH LINE OF SAID 76 ACRE TRACT, AND IN THE WEST LINE OF SAID SMITH CREEK ROAD, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTH LINE OF SAID UNIVERSITY AVENUE, SAME BEING A SOUTH LINE OF SAID 76 ACRE TRACT, AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 74° 56' 55" WEST, A DISTANCE OF 480.33 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET, AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1950.04 FEET;
2. ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 204.81 FEET, THROUGH A CENTRAL ANGLE OF 06° 01' 04", AND A CHORD WHICH BEARS SOUTH 71° 55' 55" WEST, A DISTANCE OF 204.72 FEET, TO A 1/2" IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET; AND
3. SOUTH 68° 55' 55" WEST, A DISTANCE OF 974.11 FEET TO A COTTON SPINDLE WITH WASHER STAMPED "STEGER BIZZELL" SET IN THE CENTERLINE OF SMITH BRANCH, IN THE NORTH LINE OF SAID UNIVERSITY AVENUE, SAME BEING THE SOUTH LINE OF SAID 76 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND **POINT OF BEGINNING**, CONTAINING 68.768 ACRES OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in International Survey Feet.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in July and August, 2023, under my supervision.

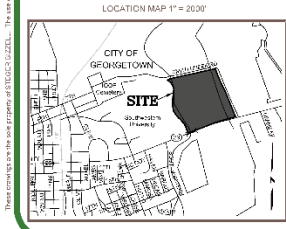
Steger & Bizzell Engineering Inc.



3-30-26

Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

EXHIBIT “B” TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT: GTEC AND SU 560 LAND HOLDINGS I, LLC





Line Table	
Line #	Direction
L1	N 51°30'23" W
L2	N 11°16'53" E
L3	N 15°38'23" E
L4	N 05°04'37" E
L5	N 43°19'40" W
L6	N 44°16'50" W
L7	N 53°22'14" W

Line Table		
Line #	Direction	Length
L8	N 61°04'52" E	47.17'
L9	N 74°06'52" E	173.69'
L10	S 29°06'51" E	142.88'
L11	N 63°28'45" W	76.16'
L12	S 89°10'01" E	17.75'
L13	N 89°01'01" W	53.74'
L14	N 21°05'17" W	39.33'

Line Table		
Line #	Direction	Length
L15	N 08°54'43" E	9.99'
L16	N 21°05'17" W	9.99'
L17	N 24°00'03" E	102.67'
L18	N 60°05'01" W	114.75'
L19	N 10°53'29" E	95.12'
L20	S 21°01'39" E	84.00'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Grade
C21	46.48	298.85	0.3815920	N 13° 10' 52" W	46.44
C22	6.84	298.85	0.017319	N 18° 21' 50" W	6.84
C23	173.78	155.26	0.6454752	S 3° 37' 13" E	154.88
C24	204.24	130.01	0.8010054	S 23° 54' 42" E	183.67
C25	102.12	65.00	0.3020000	S 23° 54' 42" E	91.64
C26	326.50	234.00	0.6300000	S 23° 54' 50" E	268.56
C27	11.39	234.00	0.037116	S 19° 29' 48" E	11.39
C28	124.07	234.00	0.3430044	S 60° 28' 54" E	122.80
C29	168.08	234.00	0.3119053	S 48° 02' 56" W	168.08
C30	47.04	60.15	0.4449222	S 45° 37' 20" E	45.05
C31	164.11	234.00	0.4619919	S 01° 27' 26" E	164.08
C32	90.15	745.85	0.050659	S 24° 48' 57" W	90.12
C33	37.54	263.99	0.0532017	N 26° 10' 18" E	37.50
C34	165.60	65.00	0.3377959	N 54° 27' 21" W	159.88
C35	66.35	338.54	0.1132936	N 01° 54' 36" E	66.19
C36	168.45	66.61	0.1043047	N 10° 17' 27" W	168.19
C37	91.39	1324.92	0.043919	N 21° 42' 20" W	91.37
C38	124.47	431.41	0.1613211	N 24° 04' 55" W	123.87

Curve #	Length	Radius	Delta	Bearing	Chord
[C1]	234.78'	1960.34'	5°10'11"	S 71°55'56" W	204.69'

A 68.768 Acre Subdivision situated in the
William Addison Survey
Abstract No. 21
Williamson County, Texas



ADDRESS	1979 S. AUSTIN AVENUE	GEORGETOWN TX 78606
REFNO	512.000.9412	TXAS RUGS LTD. (UNCL) (R) (F) (M) (1-16) TRFEL'S FIRM (13) (20) (S)
		STEEGERBIZZELL.COM

JOB No. 22948 DATE: 1-Apr-20 SHEET 4 OF 5

DRAWN BY: TYLER, E	REVIEWED BY: FRB	APPROVED BY:
--------------------	------------------	--------------

DRAWN BY: TYLER, E	REVIEWED BY: PRB	APPROVED BY:
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Exhibit “C”

Description of Eligible Transportation Infrastructure



Exhibit "D"
Waterline Easement

WASTEWATER EASEMENT

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This Wastewater Easement (this "**Agreement**") is made on the ____ day of _____, 2026, by and between **SU 560 LAND HOLDINGS I, LLC**, a Texas limited liability company, whose address is c/o Southwestern University, 1001 E. University Avenue, Georgetown, Texas 78627 (hereinafter referred to as "**Grantor**"), and the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, **ATTN:** Georgetown City Secretary (herein referred to as "**Grantee**").

1. For the good and valuable consideration described in **Paragraph 2** below, Grantor hereby GRANTS and CONVEYS to Grantee, its successors and assigns, subject to the Permitted Encumbrances (as hereinafter defined) and the terms and conditions set forth in this Agreement, an easement and right-of-way (the "**Easement**") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of wastewater lines and related facilities (collectively, the "**Facilities**") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "**Easement Area**").

2. The Easement and the rights and privileges herein conveyed are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities within the Easement Area (the "**Easement Purpose**"). The Easement Purpose additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Easement Area; and (3) the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or may unreasonably interfere with the efficiency and maintenance of the Facilities. Grantor reserves, and Grantor, its successors and assigns, shall have the right, commencing after the construction and installation of the Facilities by Grantee, to install, maintain and use the surface of the Easement Area for landscaping which has no invasive roots, signs, driveways, roads, and sidewalks (collectively, the "**Surface Improvements**").

GEORGETOWN WASTEWATER EASEMENT
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4. The duration of the Easement is perpetual.
5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor by not otherwise; subject to the matters set forth herein and further subject to all matters of record in Williamson County, Texas, which are valid, subsisting, and affect the Easement Area (the "**Permitted Encumbrances**").
6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant. Notwithstanding the foregoing, Grantor reserves for itself and its successors and assigns the right to construct, place, maintain, inspect, operate, repair, alter, replace and remove driveways, roadways, curbing, gutters, sidewalks, landscaping (other than trees), and irrigation (collectively the "Grantor Improvements"), as well as utilities including water, wastewater, gas, telecommunications, and electrical lines and related facilities (collectively, "Grantor Utilities"), across the Easement Area, and Grantee expressly consents to the use of the Easement Area for such purposes. Grantor's rights reserved in this paragraph are subject to the following requirements:
 - a) The construction, placement, maintenance, inspection, operation, repair, alteration, replacement, and/or removal of the Grantor Improvements and the Grantor Utilities shall not materially interfere with the rights granted to Grantee herein;
 - b) Any Grantor Utilities shall cross the Facilities at an angle no less than 45 degrees, at a depth to provide sufficient separation from the Facilities (as determined by Grantee in its sole and absolute discretion, and such determination must be made in writing by Grantee after Grantee has had an opportunity to review the plans related to any Grantor Utilities crossing the Facilities), and may not run parallel with the Facilities;
 - c) Grantor shall provide Grantee at least 72 hours' written notice prior to commencing any work within the Easement Area;
 - d) Grantor hereby RELEASES and HOLDS GRANTEE HARMLESS from any responsibility and liability to repair, replace, maintain, or compensate Grantor for damages to improvements within the Easement Area incidental to Grantee's exercise of its rights and privileges granted herein; and
 - e) Any easement, license, or other right granted by Grantor, or its successor or assign, to a third party to exercise any of these reserved Grantor rights shall be subject to the requirements of this paragraph and shall include language acknowledging the rights and privileges of Grantee set forth in this Agreement and agreeing to comply with the requirements herein.

7. Upon completion of the original Facilities, Grantee shall promptly remove all surplus materials and will cause the area to be left as nearly as commercially reasonable and practicable in the condition as it existed prior to such construction, repair, alteration, maintenance, replacement or removal, reasonable wear and tear excepted.
8. GRANTEE ACCEPTS THIS AGREEMENT, THE EASEMENT, AND THE EASEMENT AREA AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. GRANTOR MAKES NO IMPLIED OR EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THIS AGREEMENT, THE EASEMENT, OR THE EASEMENT AREA. ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED. GRANTEE FULLY RELEASES GRANTOR AND GRANTOR'S PARENT AND ALL SUBSIDIARIES, PARTNERS, MEMBERS, REPRESENTATIVES, AGENTS, EMPLOYEES, AND CONSULTANTS (EACH, A "**GRANTOR PARTY**"), FROM LIABILITY FOR ANY CLAIMS, DAMAGES, CAUSES OF ACTION, OR LIABILITIES WITH RESPECT TO THE EASEMENT AREA, THE EASEMENT, OR THIS AGREEMENT EXCEPT FOR ANY CLAIMS, DAMAGES, CAUSES OF ACTION, OR LIABILITIES RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR PARTY. THIS PROVISION WILL SURVIVE THE TERMINATION OR RELEASE OF THIS AGREEMENT.
9. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
10. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

[Signature and Notary Pages Follow.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

SU 560 LAND HOLDINGS I LLC,
a Texas limited liability company

By: _____
Laura S. Trombley, President

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Laura S. Trombley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and considerations therein expressed and in his/her capacity as President of SU 560 Land Holdings I LLC, a Texas limited liability company, on behalf of said limited liability company.

Given under my hand and seal of office this the _____ day of _____ 2026.

Notary Public in and for the State of Texas

My Commission Expires: _____

GRANTEE:

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
David Morgan, City Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____,
2026, by David Morgan, City Manager of the City of Georgetown, a Texas home-rule municipal
corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO FORM:

Andrew Culpepper, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

GEORGETOWN WASTEWATER EASEMENT
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EXHIBIT A
EASEMENT AREA LEGAL DESCRIPTION

[See Attached]

DESCRIPTION OF EASEMENT

DESCRIPTION OF A 4.657 ACRES (202,877 SQUARE FEET) TRACT OF LAND, LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT 21, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 117.48 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO SOUTHWESTERN UNIVERSITY, A NON-PROFIT CORPORATION, OF RECORD IN DOCUMENT NO. 2001018260, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (OPR); BEING A PORTION OF THAT CERTAIN CALLED 105 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SOUTHWESTERN UNIVERSITY OF RECORD IN VOL. 333, PAGE 145 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (DR); BEING A PORTION OF THAT CERTAIN CALLED 8.65 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO SOUTHWESTERN UNIVERSITY, A NON-PROFIT CORPORATION, OF RECORD IN DOCUMENT NO. 2000068100, OPR; BEING A PORTION OF THAT CERTAIN CALLED 15.223 ACRE TRACT OF LAND DESCRIBED IN AN AGREED ORDER AUTHORIZING SALE OF REAL PROPERTY, TO SOUTHWESTERN UNIVERSITY, OF RECORD IN DOCUMENT NO. 2001007166, OPR; AND BEING A PORTION OF THAT CERTAIN CALLED 200.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SOUTHWESTERN UNIVERSITY OF RECORD IN VOL. 318, PAGE 214, DR; SAID 4.657 ACRES (202,877 SQUARE FEET) TRACT OF LAND BEING SURVEYED ON THE GROUND IN MAY, 2026, UNDER THE DIRECT SUPERVISION OF COREY J. HALL, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2-inch iron rod with plastic cap stamped "STEGER BIZZELL" found for a point on the westerly boundary line of that certain called 110.09 acre tract of land described in a Deed Of Correction and Ratification Of Ownership to the family of Harvey C. Bell, Jr (1/2 undivided interest), Patsy Laird Read, as trustee of Testamentary Trusts Harrell Eugene "Ted" Read (1/3 undivided interest of 1/2 undivided community interest), Patsy Laird Read, as trustee of the Mary Jo Laird Read Management Trust (1/3 undivided interest of 1/2 undivided community interest), and Patsy Laird Read, as trustee of the Mary Jo Laird Read Management Trust (1/3 undivided interest of 1/2 undivided community interest), of record in Document No. 2016058731, OPR, same being the easterly boundary line of said 117.48 acre tract;

THENCE, South 21°27'52" East, with the westerly boundary line of said 110.09 acre tract, and the easterly boundary line of said 117.48 acre tract, for a distance of 229.31 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE, South 21°27'52" East**, with the common boundary line of said 110.09 acre tract and said 117.48 acre tract, for a distance of **41.89 feet** to a calculated point for the southeast corner of the herein described tract;

THENCE, over and across the interior of said 117.48 acre tract, the following three (3) courses:

- 2) **South 51°14'31" West**, for a distance of **84.17 feet** to a calculated point;
- 3) **South 57°42'48" West**, for a distance of **1223.17 feet**, to a calculated point, from which point, a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found for the northeast corner of Lot 1, Estraya Georgetown, a subdivision recorded in Document No. 2018008492, OPR, bears South 73°15'53" East, a distance of 117.72 feet;



1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10064300
512-238-1200 office

- 4) **South 56°02'45" West**, for a distance of **796.37 feet**, to a calculated point for an exterior ell corner of the herein described tract;
- 5) **THENCE, South 76°21'29" West**, passing the westerly boundary line of said 117.48 acre tract and the easterly boundary of the aforementioned 8.65 acre tract, passing the westerly boundary line of said 8.65 acre tract and the easterly boundary line of the aforementioned 15.223 acre tract, and continuing through the interior of said 15.223 acre tract, for a distance of **621.77 feet**, to a calculated point for an interior ell corner of the herein described tract;
- 6) **THENCE, South 65°58'48" West**, passing the westerly boundary line of said 15.223 acre tract, and ;an easterly boundary line of the aforementioned 105 acre tract, for a distance of **774.23 feet** to a calculated point for an exterior ell corner of the herein described tract;
- 7) **THENCE, South 89°08'02" West**, passing the westerly boundary line of said 105 acre tract, and an easterly boundary line of the aforementioned 200.00 acre tract, for a distance of **839.69 feet** to a calculated point for an interior ell corner of the herein described tract;
- THENCE**, over and across the interior of said 200.00 acre tract, the following five (5) courses:
- 8) **South 57°18'07" West**, for a distance of **550.34 feet** to a calculated point for an exterior ell corner of the herein described tract;
- 9) **South 85°29'47" West**, for a distance of **192.91 feet** to a calculated point on an easterly line of that certain called 35 foot wide Wastwater Easement of record in Document No. 2009007145, OPR, for the southwest corner of the herein described tract;
- 10) **North 09°13'09" East**, with an easterly line of said 35' foot wide Wastewater Easement, for a distance of **41.18 feet** to a calculated point for the northwest corner of the herein described tract;
- 11) **North 85°29'47" East**, for a distance of **173.10 feet** to a calculated point for an interior ell corner of the herein described tract;
- 12) **North 57°18'07" East**, for a distance of **551.70 feet** to a calculated point for an exterior ell corner of the herein described tract;
- 13) **THENCE, North 89°08'02" East**, passing the common boundary line of said 200.00 acre tract and said 105 acre tract, for a distance of **842.90 feet** to a calculated point for an interior ell corner of the herein described tract;
- 14) **THENCE, North 65°58'48" East**, through the interior of said 105 acre tract, passing the common boundary line of said 105 acre tract and said 15.223 acre tract, and continuing through the interior of said 15.223 acre tract, for a distance of **769.67 feet** to a calculated point for an exterior ell corner of the herein described tract;
- 15) **THENCE, North 76°21'29" East**, passing the common boundary line of said 15.223 acre tract and aforementioned 8.65 acre tract, passing the common boundary line of said 8.65 acre tract and aforementioned 117.48 acre tract, and continuing through the interior of said 117.48 acre tract, for a distance of **618.23 feet** to a calculated point for an interior ell corner of the herein described tract;



1504 Chisholm Trail Rd #103
Round Rock, TX 78681
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May 19, 2026
Parcel: Southwestern University

EXHIBIT " "

Proj. No. 1025106228
4.657 Acres (202,877 Square Feet)
William Addison Survey, Abstract 21
Williamson County, Texas

THENCE, over and across the interior of said 117.48 tract, the following three (3) courses:

16) North 56°02'45" East, for a distance of 789.78 feet to a calculated point;

17) North 57°42'48" East, for a distance of 1221.49 feet to a calculated point;

18) North 51°14'31" East, for a distance of 94.36 feet to the POINT OF BEGINNING and containing 4.657 acres (202,877 square feet) more or less, within these metes and bounds.

Together with a 25 foot wide (2.921 acres, 127,233 square feet) Temporary Construction Easement being adjacent to, parallel with, and southerly to courses 2 through 9, and a 25 foot wide (2.902 acre, 126,415 square feet) Temporary Construction Easement being adjacent to, parallel with, and northerly to courses 11 through 18, as shown on the attached survey map of the subject tract.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83 (2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The subject tract shown hereon is an easement, monuments were not set for corners.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

That I, Corey J. Hall, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the month of May, 2026, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 19th of May, 2026, A.D.

SAM, LLC – Round Rock


Corey J. Hall, R.P.L.S.
Texas Reg. No. 6362



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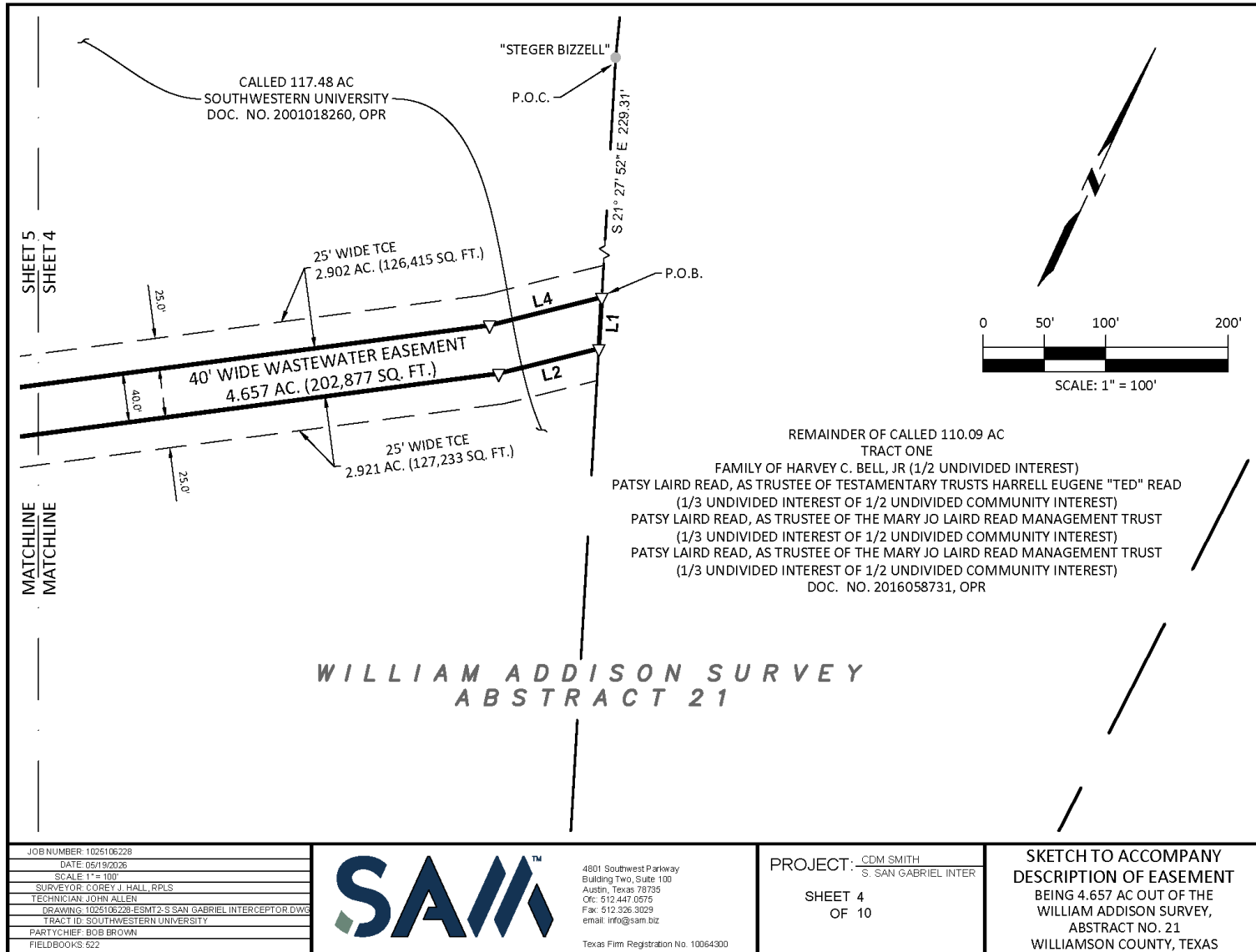
 1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10064300
512-238-1200 office

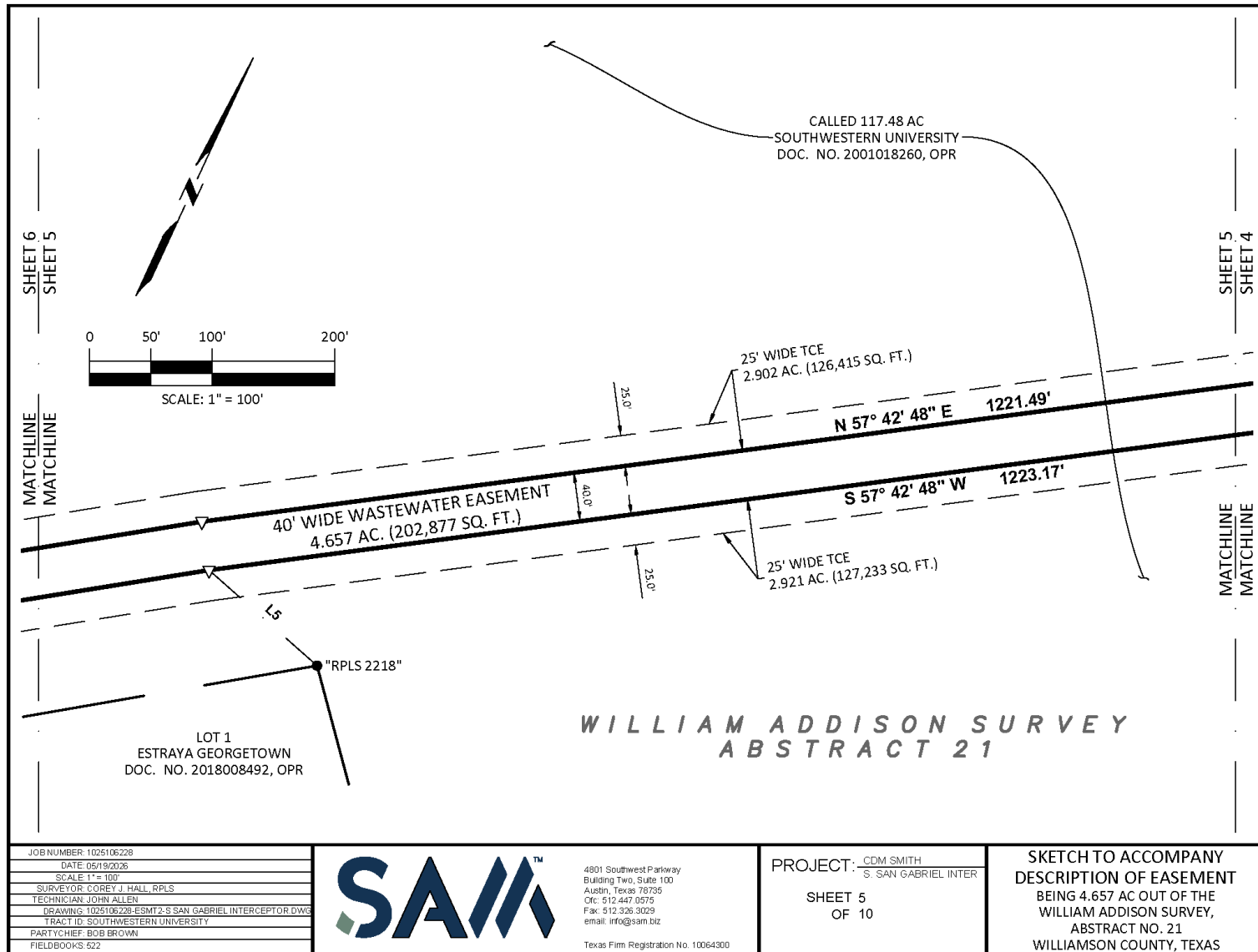
EXHIBIT B
EASEMENT AREA DEPICTION

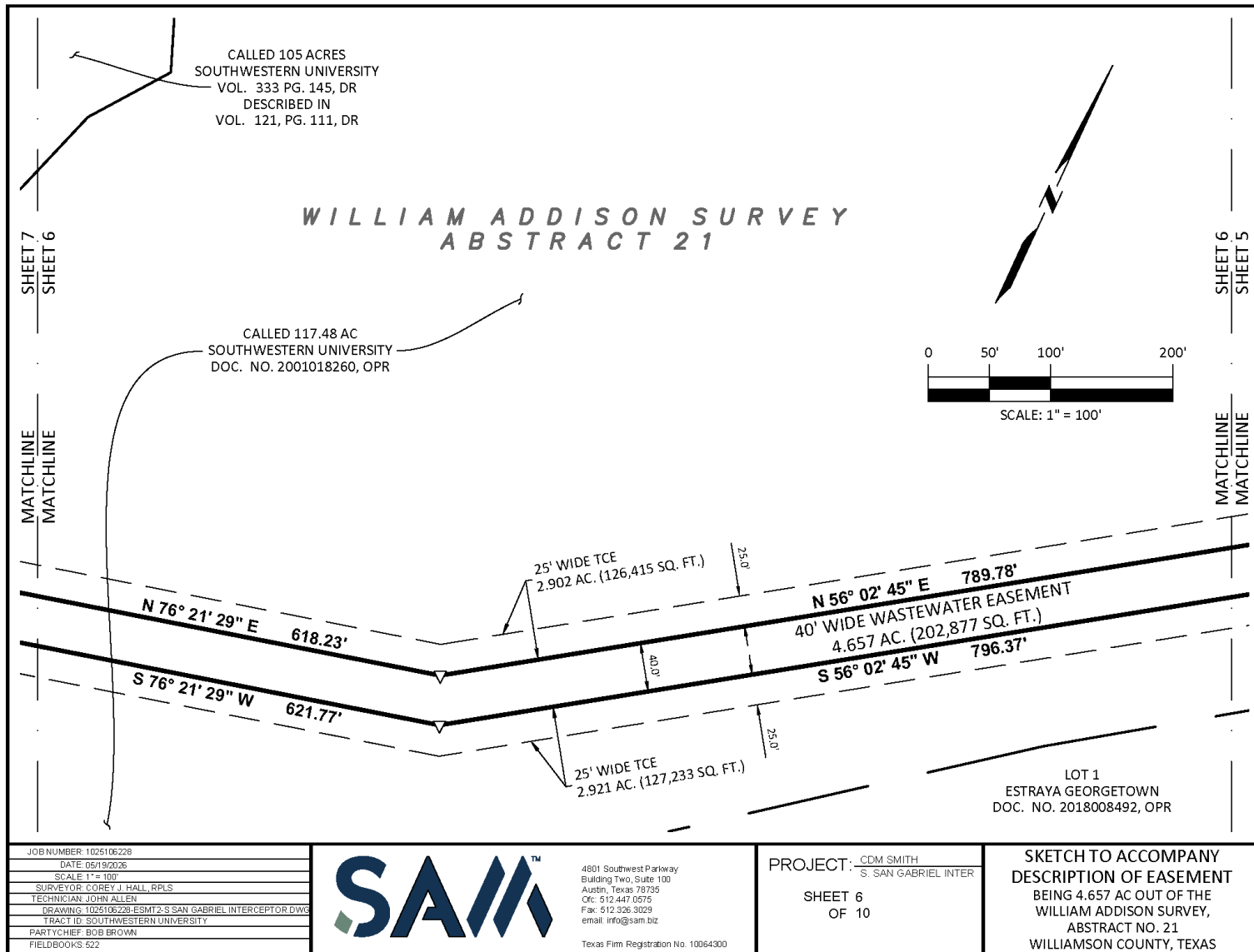
[See Attached]

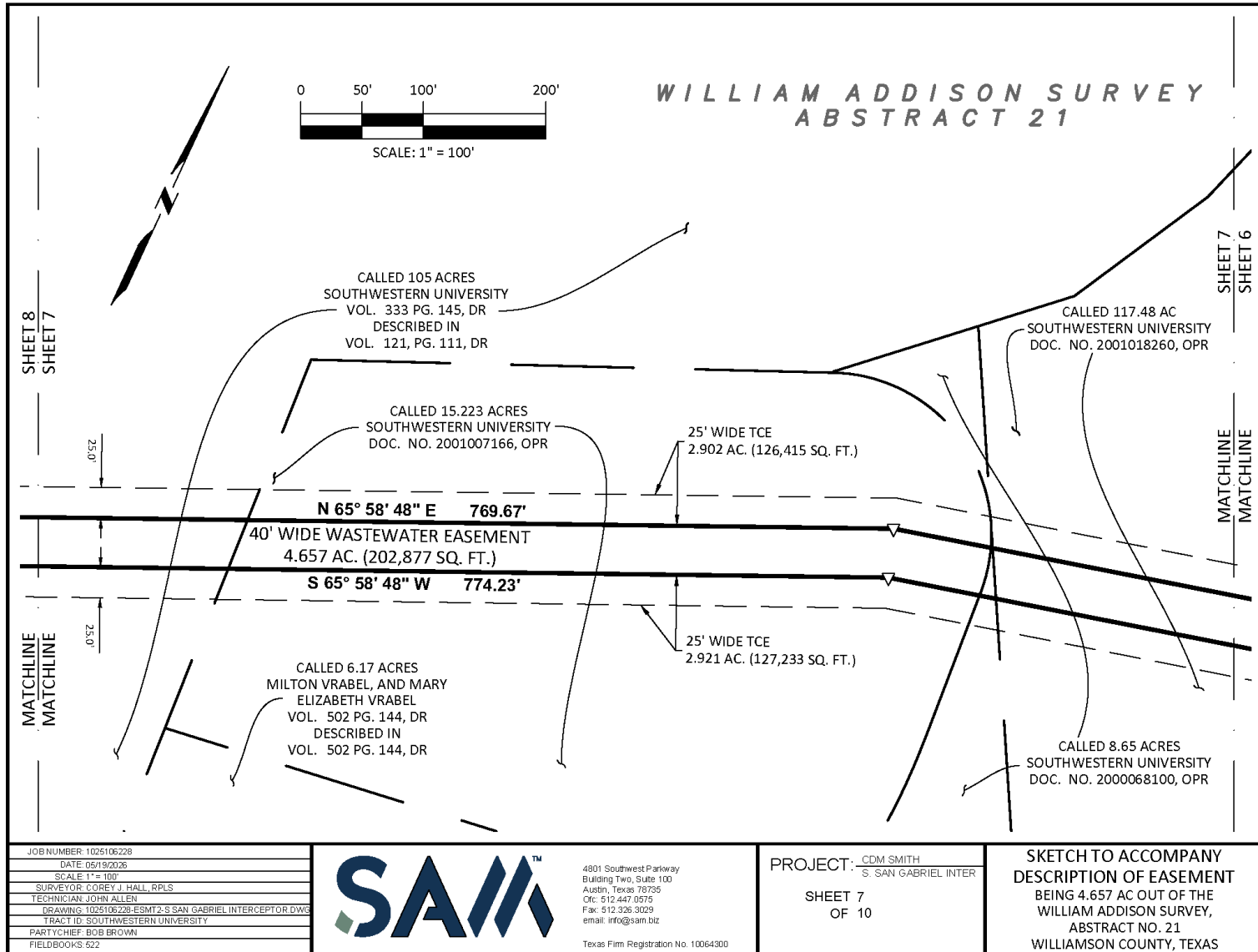
GEORGETOWN WASTEWATER EASEMENT
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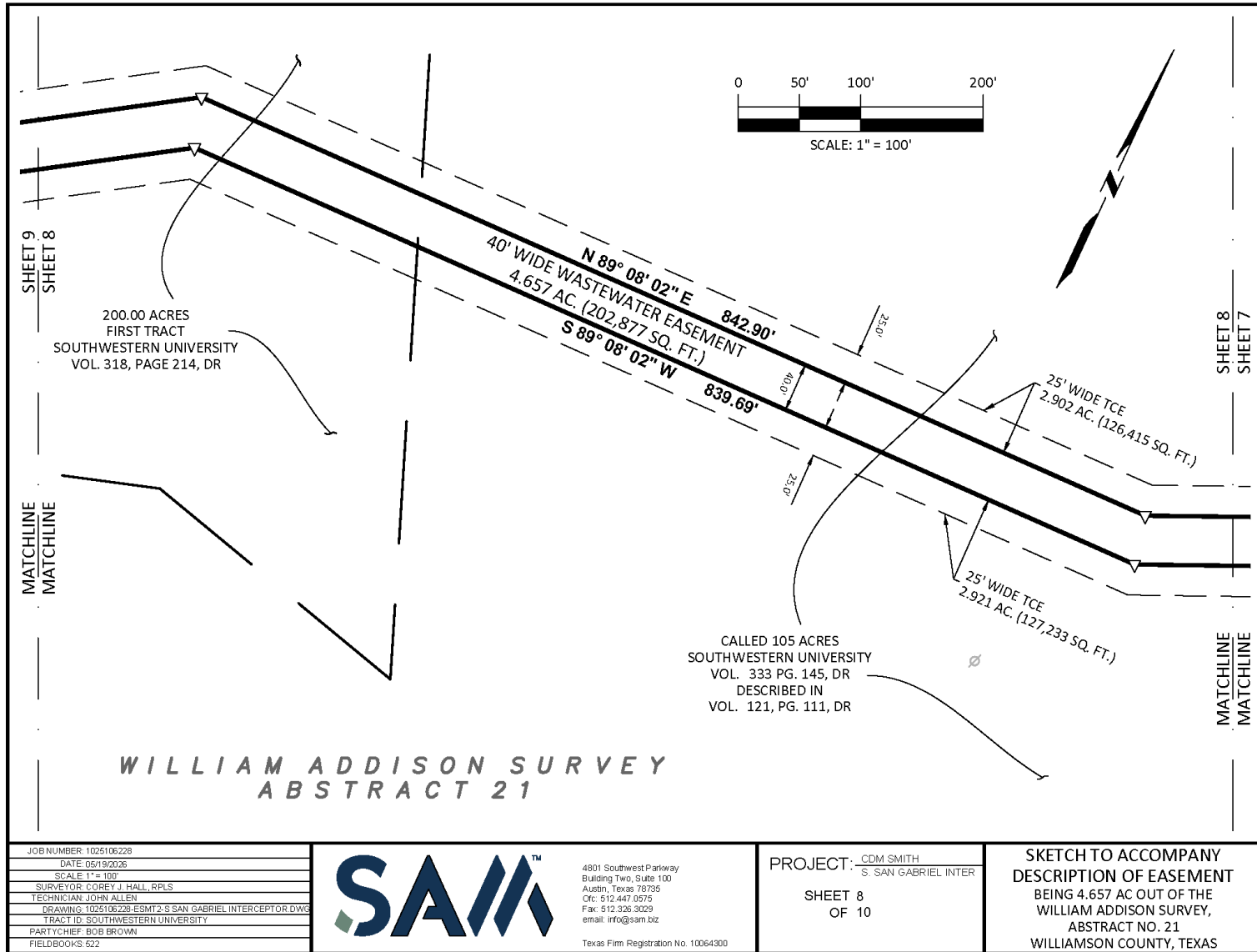
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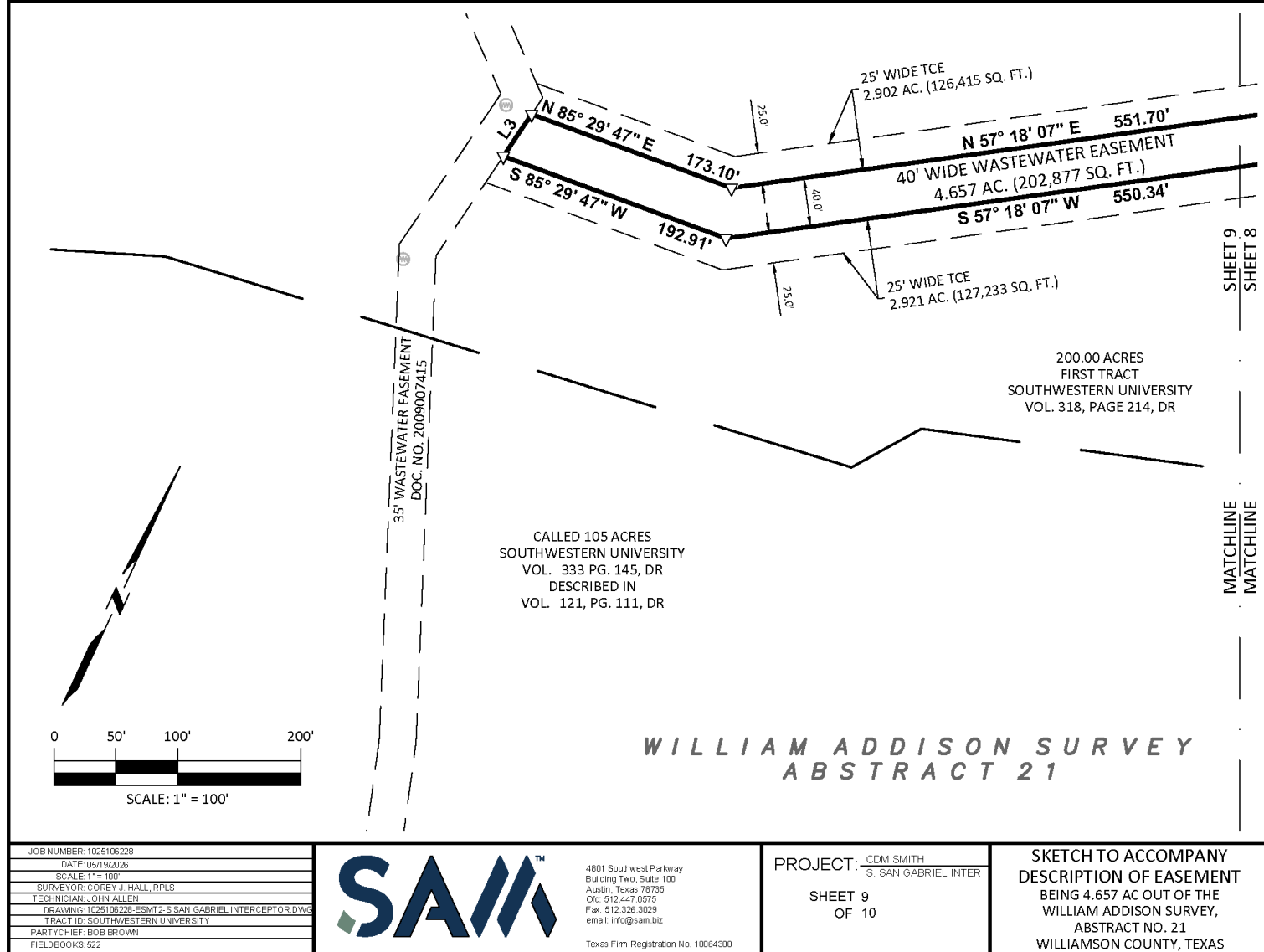












NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.
3. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
4. THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
5. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE NOR A TITLE COMMITMENT OR TITLE POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

LEGEND

- IRON ROD FOUND (1/2" OR AS NOTED)
- ▽ CALCULATED POINT
- ⊘ UTILITY POLE
- Ⓜ WASTEWATER (SANITARY SEWER) MANHOLE
- TCE TEMPORARY CONSTRUCTION EASEMENT

Line Table		
Line #	Direction	Length
L1	S 21°27'52" E	41.89'
L2	S 51°14'31" W	84.17'
L3	N 09°13'09" E	41.18'
L4	N 51°14'31" E	94.36'
L5	S 73°15'53" E	117.72'

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN MAY, 2026, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

SAM LLC

Corey J. Hall
COREY J. HALL, R.P.L.S.
TEXAS REG. NO. 6362



JOB NUMBER: 1025106228
DATE 05/19/2026
SCALE 1" = 100'
SURVEYOR COREY J. HALL, RPLS
TECHNICIAN JOHN ALLEN
DRAWING: 1025106228-ESMT2-S SAN GABRIEL INTERCEPTOR.DWG
TRACT ID: SOUTHWESTERN UNIVERSITY
PARTY CHIEF: BOB BROWN
FIELDBOOKS: 522



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz
Texas Firm Registration No. 10064300

PROJECT: CDM SMITH
S. SAN GABRIEL INTER
SHEET 10
OF 10

SKETCH TO ACCOMPANY
DESCRIPTION OF EASEMENT
BEING 4.657 AC OUT OF THE
WILLIAM ADDISON SURVEY,
ABSTRACT NO. 21
WILLIAMSON COUNTY, TEXAS

PATH:\SAM\CAUS\PROJECTS\1025106228\100\SURVEY\11\DESIGN\1025106228-ESMT2-S SAN GABRIEL INTERCEPTOR.DWG