



# City of Hutto

## Agenda

### City Council Meeting

Thursday, February 25, 2021 at 6:00 PM

### City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at [www.huttotx.gov](http://www.huttotx.gov)

Page

1. CALL SESSION TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CITY COUNCIL COMMENTS

Pursuant to Texas Government Code Sec. 551.0415, a member of the governance body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement. Items of Community Interests include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedule; (3) an honorary or salutary recognition of public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition of the subdivision; (4) a reminder regarding social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and (5) announcements involving imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

4.1. General Comments from City Council

5. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes.

Comments for this meeting may also be sent to [comments@huttotx.gov](mailto:comments@huttotx.gov) PRIOR to 4:00 pm on February 25, 2021. The email must include name, address, phone # and email to be recognized properly.

Citizens wishing to comment by phone may call: Toll Free Call In: 1-800-717-4201 Conference ID: 242-3288

Once you are in the conference call press \*5 to signal that you are requesting to speak during public comment.

*[Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.]*

6. CITY MANAGER COMMENTS

7. CONSENT AGENDA ITEMS

- |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 7.1. | Consideration and possible action on approving the February 4, 2021 City Council meeting minutes.<br><a href="#">Feb 4, 2021 Regular City Council Meeting - Minutes</a>                                                                                                                                                                                                                                                                                                        | 8 - 15   |
| 7.2. | Consideration and possible action on approving the February 10, 2021 Special Called City Council meeting minutes.<br><a href="#">Feb 10, 2021 Special Called City Council Meeting - Minutes</a>                                                                                                                                                                                                                                                                                | 16 - 18  |
| 7.3. | Consideration and possible action on Resolution No. R-2021-030 approving the Highlands North Section 4 Final Plat, 21.298 acres, more or less, of land, 83 residential lots, located on Milano River Road. (Ashley Lumpkin)<br><a href="#">Agenda Item Report - AIR-20-439 - Pdf</a>                                                                                                                                                                                           | 19 - 23  |
| 7.4. | Consideration and possible action on Resolution No. R-2021-031 approving the Highlands North Section 5 Final Plat, 11.859 acres, more or less, of land, 43 residential lots, located on Milano River Road. (Ashley Lumpkin)<br><a href="#">Agenda Item Report - AIR-20-440 - Pdf</a>                                                                                                                                                                                           | 24 - 29  |
| 7.5. | Consideration and possible action on Resolution No. R-2020-148A approving a Consent Agreement between the City of Hutto, Texas and Harris & Straub, LLC creating Williamson County Municipal Utility District No. 35 and authorizing the City Manager to execute the Consent Agreement. (Wallin Tract)(City Attorney)<br><a href="#">Consent Agreement -- Wallin Tracts Redline (1)</a><br><a href="#">R-2020-148A Hutto Resolution Approving Consent Agreement Wallin MUD</a> | 30 - 120 |

8. ORDINANCES

- |      |                                                                                                                                                                                                                                                                                                 |           |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 8.1. | Consideration and possible action on Ordinance No. O-2021-006, confirming and extending the Mayor Pro Tem's declaration of local disaster due to severe winter weather. (City Attorney)<br><a href="#">Hutto Ordinance Extend Disaster Order O-2021-006</a>                                     | 121 - 123 |
| 8.2. | Consideration and possible action on Ordinance No. O-2021-007, waiving the imposition or collection of late fees for municipal water utility accounts and waiving the disconnection of such services; and providing that such waivers shall expire after twenty-five (25) days. (City Attorney) | 124 - 126 |

[Waiving-Late-Fees.-Hutto Feb 25 21 O-2021-007](#)

- 8.3. Consideration and possible action on Ordinance No. O-2021-008 amending Appendix A, Fee Schedule, Article A5.000, Section A5.004, of the Hutto Code of Ordinances to update the fee schedule with the impact fees adopted by Ordinance No. O-2021-003 for plats recorded after February 4, 2021. (First Reading)(City Attorney) 127 - 129

[Hutto - Updating Fee Schedule for Impact Fees O-2021-008](#)

9. RESOLUTIONS

- 9.1. Consideration and possible action on Resolution No. R-2021-029 setting the public hearing for March 18, 2021 on the creation of the Cottonwood Creek Public Improvement District within the City of Hutto, Texas pursuant to Chapter 372 of the Texas Local Government Code and authorizing the mailing and publication of the notice of the public hearing in accordance with Chapter 372 of the Texas Local Government Code. (City Attorney) 130 - 165

[R-2021-029 - Resolution Cottonwood Creek PID](#)

[Fully Executed Amended and Restated PID Petition.FINAL for packet.2.23.2... Cottonwood Creek PID Analysis 2.19.21](#)

- 9.2. Consideration and possible action on Resolution No. R-2020-141A for the **first** of two readings as required by Texas Local Government Code Section 505.158(b) authorizing the establishment of the KTONIC, LLC Project after two separate readings; providing for repeal; providing for severability; and providing an effective date. (First Reading)(City Attorney). 166 - 173

[Resolution No. R-2020-141A KTONIC Project 2-18-21](#)

[FINAL renegotiated KTONIC LLC ED Perf Agrmnt 021221](#)

- 9.3. Consideration and possible action on Resolution No. R-2020-141A for the **second** of two readings as required by Texas Local Government Code Section 505.158(b) authorizing the establishment of the KTONIC, LLC Project after two separate readings; providing for repeal; providing for severability; and providing an effective date. (Second Reading)(City Attorney). 174 - 181

[Resolution No. R-2020-141A KTONIC Project 2-18-21](#)

[FINAL renegotiated KTONIC LLC ED Perf Agrmnt 021221](#)

- 9.4. Consideration and possible action on Resolution No. R-2020-110A for the **first** of two readings as required by Texas Local Government Code Section 505.158(b) authorizing the establishment project for the Funding and Partial Assignment of the City's rights and obligations under the Hotel Occupancy Tax Funding Agreement between the City of Hutto and GAR Broadcasting, LLC, for KOKEFEST after two separate readings; providing for repeal; providing for severability; and providing an effective date. (First Reading)(City Attorney)

- 9.5. Consideration and possible action on Resolution No. R-2020-110A for the **second** of two readings as required by Texas Local Government Code Section 505.158(b) authorizing the establishment project for the Funding and Partial Assignment of the City's rights and obligations under the Hotel Occupancy Tax Funding Agreement between the City of Hutto and GAR Broadcasting, LLC, for KOKEFEST after two separate readings; providing for repeal; providing for severability; and providing an effective date.(Second Reading)(City Attorney)

- 9.6. Consideration and possible action on Resolution No. R-2021-032 approving the Amended and Restated Hutto-KOKEFEST Agreement between the City of Hutto, Texas, and Texas Music Network d/b/a Austin Radio Network. 182  
[R-2021-032 Hutto Resolution Approving KOKEFEST Agreement](#)

10. OTHER BUSINESS

- 10.1. Discussion and possible action on amending the lease agreement between the City of Hutto and YMCA of Greater Williamson County dated December 15, 2011, as amended, for operation of the Hutto Family YMCA. (Jeff Andresen)(City Attorney)
- 10.2. Discussion and possible action on amending the management agreement between the City of Hutto and YMCA of Greater Williamson County dated December 15, 2011, regarding the lease of a building constructed by the City for recreational purposes. (Jeff Andresen)(City Attorney)
- 10.3. Presentation of Financial Statement Audit and CAFR Preparation – What to Expect (Lupe Garcia, Whitley Penn)
- 10.4. Discussion and possible action on amending the Economic Development Corporation By-Laws to Require recording of EDC Executive Sessions. (Councilmember Rose)
- 10.5. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, and Local Government Corporations.(City Secretary). 183 - 202  
[Boards & Commissions List 2-11-21](#)  
[Ordinance-O-18-07-05-8B-Altering the Term of Certain Members of Boards and Commissions](#)

11. EXECUTIVE SESSION

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071

[Litigation/Consultation with Attorney], 551.072 [Deliberations regarding real property], 551.073 [Deliberations regarding gifts and donations], 551.074 [Deliberations regarding personnel matters] or 551.076 [Deliberations regarding deployment/implementation of security personnel or devices] and 551.087 [Deliberations regarding Economic Development negotiations].

- 11.1. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to the Master Development Agreement for the Co-Op District dated August 17, 2017, as amended, between the City of Hutto and MA Partners, LLC and related agreements.
- 11.2. Executive Session in accordance with Texas Open Meetings Act Section 551.074. PERSONNEL MATTERS: CLOSED MEETING to deliberate employment and evaluation of a public officer or employee - City Manager.
- 11.3. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to the release of confidential and/or privileged information that has not been made public.



- 11.4. Receive legal advice pursuant to Texas Government Code Section 551.071(2) relating to confidential information received in City Council executive sessions or Hutto CDC executive sessions.
- 11.5. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to the request by property owners of 1551 Red Bud Lane, 1561 Red Bud Lane and 3800 Doris Lane for sewer CCN release to the City of Round Rock.
- 11.6. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

12. ACTION RELATIVE TO EXECUTIVE SESSION

- 12.1. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071 related to the Master Development Agreement for the Co-Op District dated August 17, 2017, as amended, between the City of Hutto and MA Partners, LLC and related agreements.
- 12.2. Discussion and Appropriate Action on Executive Session in accordance with Texas Open Meetings Act Section 551.074, PERSONNEL MATTERS: CLOSED MEETING to deliberate the employment and evaluation of a public officer or employee - City Manager.
- 12.3. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071 relating to the release of confidential and/or privileged information that has not been made public.
- 12.4. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071(2) relating to confidential information received in City Council executive sessions or Hutto CDC executive sessions.
- 12.5. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071 relating to the request by property owners of 1551 Red Bud Lane, 1561 Red Bud Lane and 3800 Doris Lane for sewer CCN release to the City of Round Rock.
- 12.6. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

13. ADJOURNMENT

14. CERTIFICATION

I certify that this notice of the **February 25, 2021** Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on **February 22, 2021 at 5:00 P.M.**



The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at [City.Secretary@huttox.gov](mailto:City.Secretary@huttox.gov) or call (512) 759-4033 for assistance.





# City of Hutto

## MINUTES

### City Council Meeting

Thursday, February 4, 2021 at 7:00 PM

### City Council Chambers

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In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at [www.huttotx.gov](http://www.huttotx.gov)

1. CALL SESSION TO ORDER – 7:00 PM

2. ROLL CALL

Members of City Council present were Councilmember Dan Thornton, Councilmember Robin Sutton, Councilmember Mike Snyder, Councilmember Peter Gordon and Councilmember Tanner Rose.

Absent: Councilmember Patti Martinez

Members of staff present were Warren Hutmacher, City Manager; Stacy Schmitt, Assistant to City Manager; Samuel Ray, Director of Engineering; Ashley Lumpkin, Executive Director of Business and Development; Holly Nagy, City Secretary and Cristian Rosas-Grillet, Assistant City Attorney.

3. INVOCATION – Led by Pastor Jim Skorzewski, Christ the Rock Church

4. PLEDGE OF ALLEGIANCE

5. CITY COUNCIL COMMENTS

5.1. General Comments from City Council

**Tanner Rose:** Someone in the community reached out to me and they were having some family issues and they requested I give a shout out to the PD Department, especially Officer Vayaz, Officer Stiget and Officer Wheeler for helping them through some tough times and getting things squared away so I wanted to share that and not only them but all the officers we have and what they do for the community.

**Councilmember Sutton:** There's a lot of conversations around, on Facebook, and different groups that says this Council is on a witch hunt and trying to destroy people's lives. The Forensic Audit was a request of the citizens. Even if it was a handful of citizens, the citizens came forward, they signed petitions and asked for this to be done. I work for and will always work for the taxpayers, the citizens. They are at the top of the work chart. This council is not responsible for decisions made by individuals that are being affected by digging up dirt. We were not there, they were personal choices that bring us to this night and these situations.

This council has only been sitting here for six months so how are we all responsible for everything that's gone wrong in Hutto. I'm sorry if someone broke in my house and stole something from me, I would want them to be held accountable and that's what this council is doing.

5.2. Council Commission Liaison Reports.

*- None.*

6. PUBLIC COMMENT

- *Dave Claflin*
- *Adam Walz*
- *Scott Morris*
- *George Hyde \*via email*
- *Piet Van Waard \*via email*
- *Kevin LaFrance \*via email*
- *Krystal Kinsey*
- *Carolyn Jane Wrinkle*
- *James Weaver*
- *Idea Weaver*
- *RG Rodriguez*

7. CITY MANAGER COMMENTS

*- None.*

8. CONSENT AGENDA ITEMS

*Councilmember Gordon made a motion to approve consent agenda items 8.1, 8.2, 8.3 and 8.4. Councilmember Rose seconded the motion. The motion passed (5:0)*

- 8.1. Consideration and possible action on the January 21, 2021 City Council workshop minutes.
- 8.2. Consideration and possible action on the January 21, 2021 Regular City Council meeting minutes.
- 8.3. Consideration and possible action on Resolution No. R-2021-019 accepting the infrastructure improvements for the subdivision known as Hutto Crossing Phase 4 Section 9B. (Tony Host)
- 8.4. Consideration and possible action on Resolution No. R-2021-020 accepting the infrastructure improvements for the subdivision known as Highlands North Phase 1. (Tony Host)

*Councilmember Gordon made a motion to move up item 11.8 followed by item 11.7 in the agenda. Councilmember Rose seconded the motion. The motion passed (5:0)*

## 11. OTHER BUSINESS

- 11.8. Discussion and possible action on restrictions placed on City Councilmember's, Board and Commission member's attendance at events not sponsored by the City. (Councilmember Gordon)(Councilmember Rose)

*Councilmember Gordon made a motion to rescind the action taken by City Council under item 11.5 on the January 7, 2021 City Council meeting. Councilmember Rose seconded the motion. The motion passed (5:0)*

*Councilmember Rose made a motion that the City of Hutto will not expend any funds for staff, employees, board and commissions or City Council and sponsorship regarding the Chamber Gala. The motion passed (4:1) with Councilmember Gordon against.*

- 11.7. Discussion and possible action on funding any chamber agreements, voiding any chamber agreements or MOUs, and directing City Manager to cease spending funds or staff time for anything related to the chamber. (Councilmember Rose)

*Councilmember Rose made a motion to not fund any chamber agreements, void any chamber agreements or MOU's and direct City Manager to cease spending funds or anything related to the chamber and recommend the Hutto EDC/CDC do the same. Councilmember Sutton seconded the motion. The motion failed (3:2) with Councilmember Gordon and Councilmember Thornton against.*

*Councilmember Snyder made a motion to amend the motion to keep the current membership with the Chamber of Commerce at the \$2,500 level. The motion failed due to no second.*

*Councilmember Thornton made a motion to request the City Manager to review all existing agreements with the Chamber and come back to Council with recommendations for any changes to those agreements. Councilmember Gordon seconded the motion. The motion passed (5:0)*

*10-minute recess taken at 9:03 PM  
Returned from break at 9:17 PM*

## 9. ORDINANCES

- 9.1. Consideration and possible action on Ordinance No. O-2021-002 providing a budget amendment to accommodate the Pro-Rata Share Agreement for Mustang Creek – HISD Improvements between the City of Hutto and Hutto ISD (First Reading) (Misti Hancock)



*Councilmember Rose made a motion to approve 9.1 as presented. Councilmember Gordon seconded the motion. The motion passed (5:0)*

- 9.2. Consideration and possible action on Ordinance No. O-2021-004 providing a budget amendment to accommodate the Professional Services Agreement between the Hutto CDC and the City of Hutto. (First Reading)(Misti Hancock)  
*Councilmember Rose made a motion to approve item 9.2 as presented with the amendment to strike the second sentence in Section 2 and clarify that this is only going to change the revenue side of the budget. Councilmember Gordon seconded the motion. The motion passed (5:0)*

- 9.3. Consideration of a Public Hearing and possible action on Ordinance No. O-2021-003 amending the City of Hutto Water and Wastewater Impact Fees.(First Reading)(Samuel Ray)  
*Public hearing opened: 9:37 PM*  
*Public hearing closed: 9:39 PM*

*Councilmember Gordon made a motion to accept item 9.3 as presented. Councilmember Sutton seconded the motion. The motion passed (5:0)*

*Councilmember Gordon made a motion to dispense of the second reading for item 9.3. Councilmember Rose seconded the motion. The motion passed (5:0)*

- 9.4. Consideration and possible action on Ordinance No. O-2021-005 ordering a special election on proposed amendments to the home rule city charter of the City of Hutto to be held on May 1, 2021; providing for the publication and posting of notice; proposing amendments to the home rule city charter of the City of Hutto; providing for early voting and election day voting; providing for performance of required administrative duties; making provisions for the conduct of such election; certifying provision of required accessible voting systems; and providing for other matters related to such election.(Second Reading)(City Attorney)  
*Councilmember Gordon made a motion to approve item 9.4 as presented. Councilmember Rose seconded the motion. The motion passed (5:0)*

## 10. RESOLUTIONS

- 10.1. Consideration and possible action on Resolution No. R-2021-021 ordering a general election for May 1, 2021, for the purpose of electing City Council, Place 2 and City Council, Place 5, designating election precincts and polling places, providing for early voting and election day voting, providing for performance of required administrative duties, and providing other matters relating to such election. (City Attorney)  
*Councilmember Gordon made a motion to approve item 10.1 as presented. Councilmember Rose seconded the motion. The motion passed (5:0)*

- 10.2. Consideration and possible action on Resolution No. R-2021-023 supporting the proposed Low-Income Housing Tax Credit project Carver Ridge Apartments, LP (Ashley Lumpkin)

*Presentation by Ashley Lumpkin and Sandy Watson.*

*Public comment:*

*- Nicole Calderone*

*- Stephanie Monroe*

*Councilmember Gordon made a motion to approve item 10.2 as presented.*

*Councilmember Rose seconded the motion. The motion passed (5:0)*

## 11. OTHER BUSINESS

- 11.1. Update on Durango Farms by Bob Wunsch.

*Presentation by Kevin Pierce.*

*No action taken.*

- 11.2. Presentation on Temporary Signs (10.410 Signs, Hutto Unified Development Code)(Ashley Lumpkin).

*Presentation by Ashley Lumpkin.*

*Councilmember Snyder requested staff to bring back more information on content-based signs. No action taken.*

- 11.3. Consideration and possible action on a presentation regarding Traffic Impact Fees. (Samuel Ray)

*Presentation by Samuel Ray.*

*Councilmember Snyder requested staff to bring back more information regarding potential fees.*

*No action taken.*

- 11.4. Consideration and possible action on a Presentation regarding Water Supply Study. (Samuel Ray, DCS Engineering)

*Presentation by Darren Strozewski, DCS Engineering.*

*No action taken.*

- 11.5. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, and Local Government Corporations.(City Secretary).

*Councilmember Sutton made a motion to appoint Jane Wrinkle to the ADA Task Force, Commissions Task Force and Ethics Commission. Councilmember Thornton seconded the motion. The motion passed (5:0)*

*Councilmember Rose made a motion to remove Kevin LaFrance from the Hutto Economic Development Corporation A and B boards. Councilmember Snyder seconded the motion. The motion passed (4:1) with Councilmember Gordon against.*

*Councilmember Sutton made a motion to remove Laurie Pruser Stockman from the ADA Task Force. The motion failed as no second.*

- 11.6. Discussion on FY 2018-2020 Economic Development Corporation and Hutto Community Development Corporation expenditures. (Councilmember Sutton)  
*Discussion ensued.*

*Councilmember Rose requested a presentation at the March 4, 2021 City Council meeting from the CDC/EDC on the expenditures over the last two (2) years and what revenue has been generated inside of the city, what projects have been completed, what things have been done to justify the expenditures over the last two (2) years including a project pipeline. No objections.*

*All additional items tabled until the Special called City Council Meeting on February 10, 2021.*

- 11.9. Discussion and possible action on Brushy Creek Amphitheater Noise Issues. (City Manager) (Stacy Schmitt)

## 12. EXECUTIVE SESSION

- 12.1. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to the Durango License Agreement; and deliberate regarding real property involved in Durango License Agreement pursuant to Texas Government Code Section 551.072.
- 12.2. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for Bojorquez Law Firm fee bills.
- 12.3. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for McGinnis Lochridge

memorandum related to the employment of former Councilmember by the Hutto EDC, and relating to the former Councilmember's employment with Hutto EDC.

- 12.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 12.5. Discussion pursuant to Texas Government Code Section 551.074 personnel matters relating to Legal Services and City Attorney.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 13.1. Consideration and possible action on legal advice received relating to the Durango License Agreement; and deliberate regarding real property involved in Durango License Agreement pursuant to Texas Government Code Section 551.072.
- 13.2. Consideration and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for Bojorquez Law Firm fee bills.
- 13.3. Consideration and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for McGinnis Lochridge memorandum related to the employment of former Councilmember by the Hutto EDC, and relating to the former Councilmember's employment with Hutto EDC.
- 13.4. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 13.5. Consideration and possible action on discussions held pursuant to Texas Government Code Section 551.074 personnel matters relating to Legal Services and City Attorney.
- 13.6. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

14. ADJOURNMENT: *12:37 AM*

ATTEST:

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Mike Snyder, Mayor Pro Tem

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Holly Nagy, City Secretary



# City of Hutto

## MINUTES

**Special City Council Meeting  
Wednesday, February 10, 2021 at 6:00 PM  
City Council Chambers**

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In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at [www.huttotx.gov](http://www.huttotx.gov)

1. CALL SESSION TO ORDER: *6:00 PM*
2. ROLL CALL  
Members of City Council present were Councilmember Dan Thornton, Councilmember Robin Sutton, Councilmember Patti Martinez (via videoconference) Councilmember Mike Snyder, Councilmember Peter Gordon and Councilmember Tanner Rose.  
  
Members of staff present were Warren Hutmacher, City Manager; Stacy Schmitt, Assistant to City Manager; Samuel Ray, Director of Engineering; Holly Nagy, City Secretary and Cristian Rosas-Grillet, Assistant City Attorney.
3. PLEDGE OF ALLEGIANCE
4. CITY COUNCIL COMMENTS
  - 4.1. General Comments from City Council  
*- Councilmember Gordon gave an update on the Communications Task Force.*
5. PUBLIC COMMENT  
*- Kevin LaFrance*
6. OTHER BUSINESS
  - 6.1. Discussion and possible action on Brushy Creek Amphitheater Noise Issues.(City Manager)(Stacy Schmitt)  
*Presentation by Stacy Schmitt.*  
  
*Discussion ensued. No action taken.*
  - 6.2. Consideration and possible action on a presentation regarding Water Supply Study. (Samuel Ray, DCS Engineering)  
*Presentation by Darren Strozewski, DCS Engineering.*  
  
*Discussion ensued. No action taken.*

7. EXECUTIVE SESSION: *Entered: 9:22 PM*
- 7.1. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to the Durango License Agreement; and deliberate regarding real property involved in Durango License Agreement pursuant to Texas Government Code Section 551.072.
  - 7.2. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for Bojorquez Law Firm fee bills.
  - 7.3. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for McGinnis Lochridge memorandum related to the employment of former Councilmember by the Hutto EDC, and relating to the former Councilmember's employment with Hutto EDC.
  - 7.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
  - 7.5. Discussion pursuant to Texas Government Code Section 551.074 personnel matters relating to Legal Services and City Attorney.
  - 7.6. The City Council shall recess its open meeting and reconvene in Executive Session as permitted by Texas Government Code 551, Section 551.071 to deliberate, seek legal advice and direct Litigation Counsel regarding Preston Hollow Capital, LLC v. Cottonwood Development Corp. et. al, and Jones v. City of Hutto et. al, both pending in the U.S. District Court, Western District, Austin Division and Legacy Hutto, LLC v. City of Hutto, Texas pending in the 395th Judicial District Court of Williamson County, Texas. (George Hyde)
8. ACTION RELATIVE TO EXECUTIVE SESSION: *Reconvened: 11:21 PM*
- 8.1. Consideration and possible action on legal advice received relating to the Durango License Agreement; and deliberate regarding real property involved in Durango License Agreement pursuant to Texas Government Code Section 551.072.  
*No action taken.*
  - 8.2. Consideration and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for Bojorquez Law Firm fee bills.  
*No action taken.*
  - 8.3. Consideration and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client

privilege for McGinnis Lochridge memorandum related to the employment of former Councilmember by the Hutto EDC, and relating to the former Councilmember's employment with Hutto EDC.

*Councilmember Sutton made a motion to waive the attorney-client privilege for McGinnis Lochridge memorandum related to the employment of former Councilmember by the Hutto EDC. Councilmember Rose seconded the motion. The motion passed (5:1) with Councilmember Martinez against.*

- 8.4. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

*No action taken.*

- 8.5. Consideration and possible action on discussions held pursuant to Texas Government Code Section 551.074 personnel matters relating to Legal Services and City Attorney.

*No action taken.*

- 8.6. Discuss and consider action to appoint the City of Hutto, Texas corporate representative(s) for the purpose of testifying on behalf of the city in the Legacy Hutto, LLC, and Preston Hollow, LLC litigation matters. (George Hyde)

*Councilmember Rose made a motion to designate Mayor Pro Tem Snyder as the City of Hutto's corporate representative in connection with the pending deposition notices issued by Preston Hollow Capital, LLC in connection with Preston Hollow Capital, LLC versus Cottonwood Development Corporation and the City of Hutto litigation. Councilmember Thornton seconded the motion. The motion passed unanimously.*

*Councilmember Gordon made a motion to approve litigation counsel to consent to trial in front of the US Magistrate Judge instead of the US District Judge in the Preston Hollow Capital, LLC versus Cottonwood Development Corporation and the City of Hutto litigation. Councilmember Thornton seconded the motion. The motion passed unanimously.*

9. ADJOURNMENT: *11:28 PM*

ATTEST:

\_\_\_\_\_  
Mike Snyder, Mayor Pro Tem

\_\_\_\_\_  
Holly Nagy, City Secretary



City Council

## AGENDA ITEM REPORT



**To:** City Council  
**Subject:** Consideration and possible action on a resolution approving the Highlands North Section 4 Final Plat, 21.298 acres, more or less, of land, 83 residential lots, located on Milano River Road. (Ashley Lumpkin)  
**Meeting:** City Council - 18 Feb 2021  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

### BACKGROUND INFORMATION:

The Highlands North Section 4 Final Plat is located at the northwest corner of the entire subdivision, west and south of CR 132. It includes 21.298 acres of land and 83 single-family residential lots. There are also 4 greenlink lots which is 0.308 acres.

83 Single-Family Lots - 17.199 Acres  
4 Greenlink Lots - 0.308 Acres  
Right-of-Way - 3.791 Acres

This is Section 4 of a total of 5. This section has Section 3 to the east and Section 5 to the west.

### Staff Review:

The proposed Final Plat conforms to the UDC and the local government code.

### FINANCIAL IMPACT:

None applicable.

### POLICY IMPLICATIONS:

None applicable.

### RECOMMENDATION:

As the Planning and Zoning Commission recommended approval with conditions unanimously, Staff recommends approval of the Final Plat to City Council with the condition that the document number be added prior to recordation.

### ATTACHMENTS:

[\(Res\)HighlandsNorthSec4FP\(Full\)](#)

**RESOLUTION NO. R-2021-030**

**A RESOLUTION APPROVING THE PLAT KNOWN AS "HIGHLANDS NORTH SECTION 4 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.**

**WHEREAS**, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

**WHEREAS**, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

**WHEREAS**, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

**WHEREAS**, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:**

that the Hutto City Council hereby approves the resolution for the plat known as "Highlands North Section 4 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **18th** day of the month **February, 2021**.

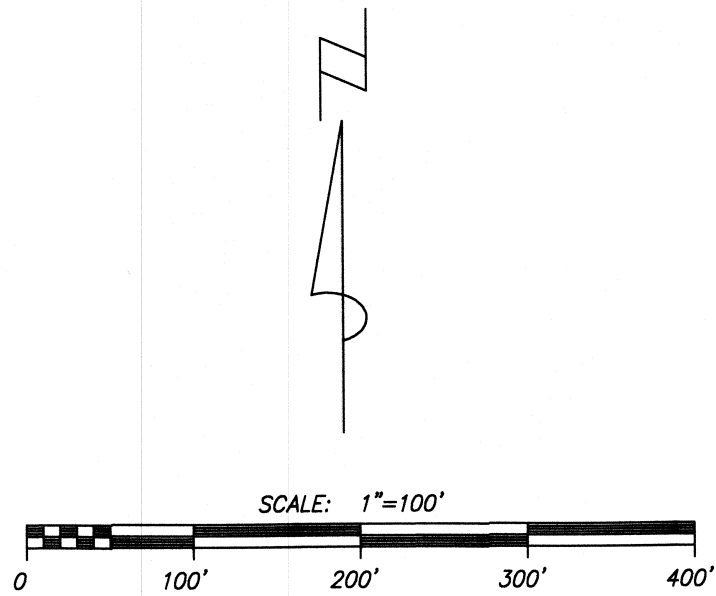
**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor Pro Tem

**ATTEST:**

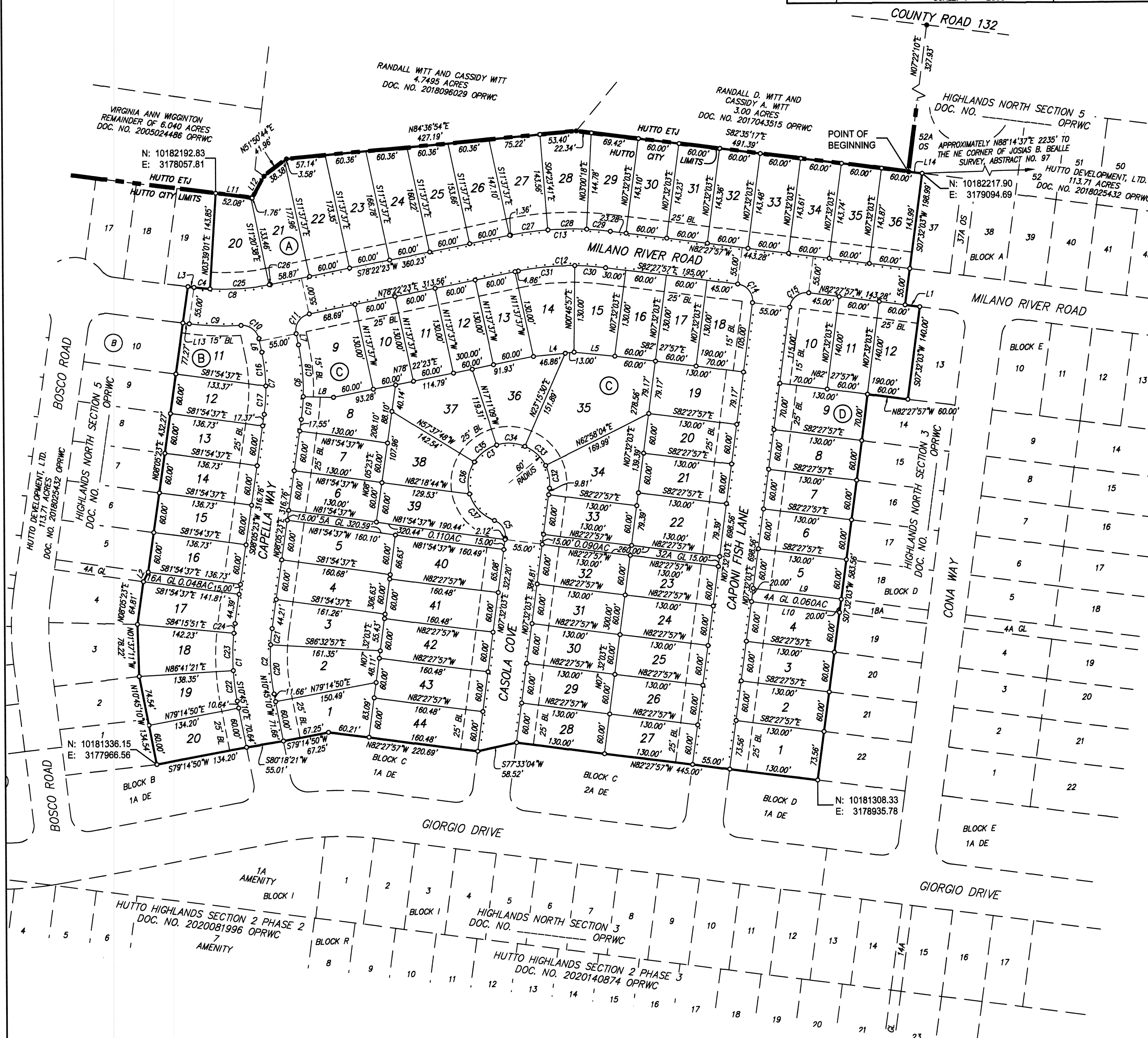
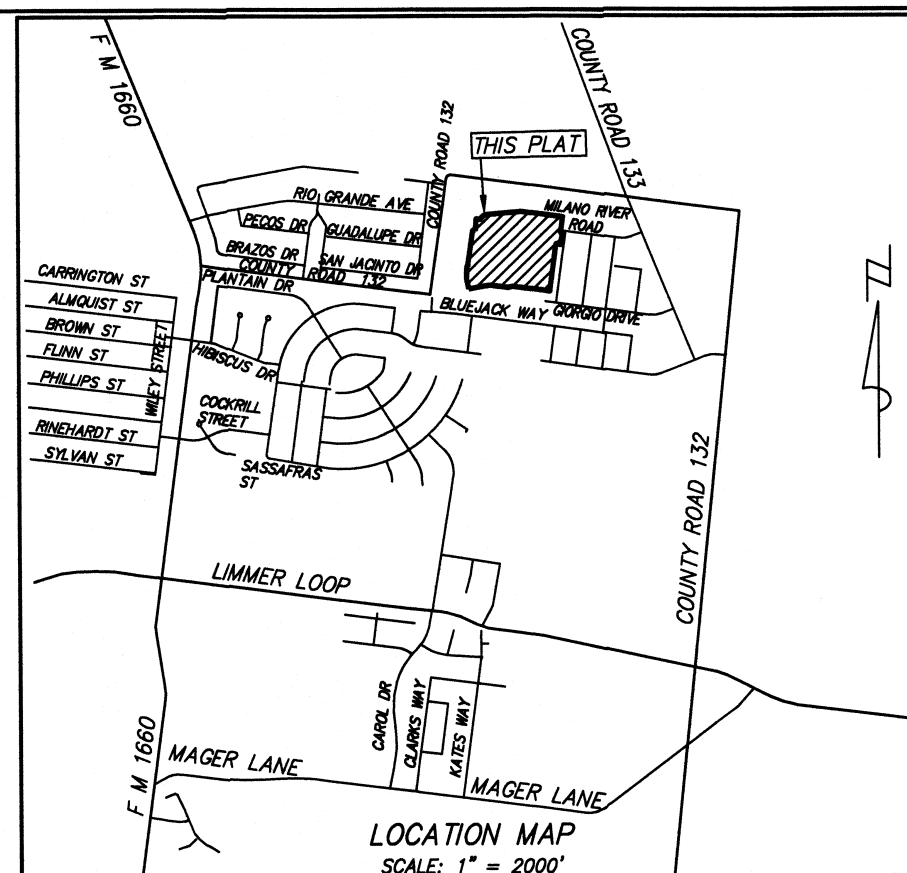
\_\_\_\_\_  
Holly Nagy, City Secretary

# FINAL PLAT OF HIGHLANDS NORTH SECTION 4 CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS



- LEGEND:
- = 1/2" IRON ROD SET WITH "RJ SURVEYING" CAP
  - = 1/2" IRON ROD FOUND (AS NOTED)
  - = TREATED FENCE POST FOUND
  - = SIDEWALK REQUIRED
  - = CITY LIMITS LINE
  - DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
  - ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
  - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
  - DE = DRAINAGE EASEMENT
  - OS = OPEN SPACE
  - GL = GREENLINK

ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.



SURVEY: JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97

DATE: AUGUST 17, 2020

SCALE: 1"=100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817

SHEET 1 OF 3 SHEETS

Received 1/5/2021



OWNER/DEVELOPER:

HUTTO DEVELOPMENT, LTD.  
JOHN S. LLOYD, MANAGER  
6504 WEST COURTYARD DRIVE  
AUSTIN, TEXAS 78730

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FINAL PLAT OF  
**HIGHLANDS NORTH SECTION 4**  
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

PLAT NOTES:

1. THIS PLAT LIES WITHIN CITY OF HUTTO FULL PURPOSE JURISDICTION.
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
6. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
8. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
9. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
10. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER CITY CODES AND REGULATIONS.
11. WATER AND WASTEWATER SERVICE WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO AND JONAH S.U.D. ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0510F, EFFECTIVE DATE 12/20/2019, FOR WILLIAMSON COUNTY, TEXAS.
13. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHOULD BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
14. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: JONAH S.U.D.; WASTEWATER: JONAH S.U.D.; ELECTRIC: ONCOR.
15. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
16. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
17. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
18. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
19. GREENLINK, OPEN SPACE AND PARKLAND LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
20. THIS SUBDIVISION WILL BE ZONED SF1.
21. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
22. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 55%.
23. PARKLAND AND GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.
24. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
25. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
26. FIRE LANE SIGNAGE SHALL BE POSTED ON ONE SIDE OF THE STREET MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.

STREET TABLE:

| STREETS           | LENGTH | ACRES |
|-------------------|--------|-------|
| CAPELLA WAY       | 668'   | 0.818 |
| CAPONI FISH LANE  | 751'   | 0.920 |
| CASOLA COVE       | 427'   | 0.702 |
| MILANO RIVER ROAD | 1072'  | 1.351 |
| TOTAL             | 2918'  | 3.791 |

SITE DATA:

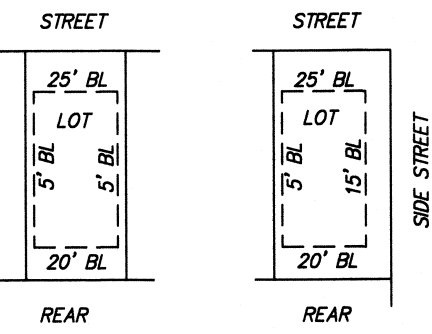
SURVEY: JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97

TOTAL AREA 21.298 ACRES  
4 BLOCKS

| NO.   | LAND USE           | ACRES  |
|-------|--------------------|--------|
| 83    | RESIDENTIAL LOTS   | 17.199 |
| 4     | HOA GREENLINK LOTS | 0.308  |
|       | RIGHT-OF-WAY       | 3.791  |
| TOTAL |                    | 21.298 |

LOT SETBACKS (TYPICAL):

PER THE UNIFIED DEVELOPMENT CODE  
REVISED 03-2020  
SECTION 10.403.4 BUILDING ENVELOPE



REAR ZONING DISTRICT SF-1

FRONT YARD (MIN) - 25 FEET  
SIDE STREET (MIN) - 15 FEET  
SIDE YARD (MIN) - 5 FEET  
REAR YARD (MIN) - 20 FEET

OWNER/DEVELOPER:

HUTTO DEVELOPMENT, LTD.  
JOHN S. LLOYD, MANAGER  
6504 WEST COURTYARD DRIVE  
AUSTIN, TEXAS 78730

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | S82°27'57"E | 21.72'   |
| L2         | N26°48'12"E | 15.84'   |
| L3         | S82°19'08"E | 8.99'    |
| L4         | N84°04'29"E | 59.87'   |
| L5         | S84°09'12"E | 59.96'   |
| L6         | S11°37'37"E | 21.19'   |
| L7         | S11°37'37"E | 17.07'   |
| L8         | N87°56'40"W | 44.24'   |
| L9         | S82°27'57"E | 130.00'  |
| L10        | S82°27'57"E | 130.00'  |
| L11        | S82°26'11"E | 53.84'   |
| L12        | N28°52'18"E | 36.74'   |
| L13        | N82°19'08"W | 9.38'    |
| L14        | S82°35'17"E | 20.37'   |

| CURVE TABLE |         |         |            |             |           |  |
|-------------|---------|---------|------------|-------------|-----------|--|
| CURVE       | LENGTH  | RADIUS  | DELTA      | CH. BRNG.   | CH. DIST. |  |
| C1          | 116.75' | 355.00' | 018°50'34" | S01°19'54"E | 116.22'   |  |
| C2          | 98.66'  | 300.00' | 018°50'34" | S01°19'54"E | 98.22'    |  |
| C3          | 268.49' | 60.00'  | 256°23'28" | S59°20'19"W | 94.31'    |  |
| C4          | 23.52'  | 334.27' | 004°01'51" | S84°20'04"E | 23.51'    |  |
| C5          | 33.33'  | 25.00'  | 076°23'28" | N30°39'41"W | 30.92'    |  |
| C6          | 112.70' | 327.50' | 019°43'00" | N01°46'07"W | 112.14'   |  |
| C7          | 93.77'  | 272.50' | 019°43'00" | N01°46'07"W | 93.31'    |  |
| C8          | 112.65' | 334.27' | 019°18'28" | N88°01'38"E | 112.11'   |  |
| C9          | 76.19'  | 389.27' | 011°12'49" | S87°55'33"E | 76.07'    |  |
| C10         | 35.74'  | 25.00'  | 081°54'21" | N52°34'47"W | 32.77'    |  |
| C11         | 39.27'  | 25.00'  | 090°00'00" | S33°22'23"W | 35.36'    |  |
| C12         | 128.61' | 384.58' | 019°09'40" | S87°57'13"W | 128.01'   |  |
| C13         | 147.01' | 439.58' | 019°09'40" | S87°57'13"W | 146.32'   |  |
| C14         | 39.27'  | 25.00'  | 090°00'00" | N37°27'57"W | 35.36'    |  |
| C15         | 39.27'  | 25.00'  | 090°00'00" | S52°32'03"W | 35.36'    |  |
| C16         | 50.97'  | 272.50' | 010°43'02" | N06°16'06"W | 50.90'    |  |
| C17         | 42.80'  | 272.50' | 008°59'58" | N03°35'24"E | 42.76'    |  |
| C18         | 78.21'  | 327.50' | 013°40'57" | N04°47'08"W | 78.02'    |  |
| C19         | 34.49'  | 327.50' | 006°02'03" | N05°04'22"E | 34.47'    |  |
| C20         | 74.37'  | 300.00' | 014°12'14" | S03°39'04"E | 74.18'    |  |

| CURVE TABLE |        |         |            |             |           |
|-------------|--------|---------|------------|-------------|-----------|
| CURVE       | LENGTH | RADIUS  | DELTA      | CH. BRNG.   | CH. DIST. |
| C21         | 24.29' | 300.00' | 004°38'20" | S05°46'13"W | 24.28'    |
| C22         | 46.11' | 355.00' | 007°26'31" | S07°01'55"E | 46.08'    |
| C23         | 56.05' | 355.00' | 009°02'48" | S01°12'45"W | 55.99'    |
| C24         | 14.58' | 355.00' | 002°21'14" | S06°54'46"W | 14.58'    |
| C25         | 87.48' | 334.27' | 014°59'39" | N86°09'11"E | 87.23'    |
| C26         | 1.65'  | 334.27' | 000°16'59" | N78°30'53"E | 1.65'     |
| C27         | 55.49' | 439.58' | 007°13'56" | S81°59'21"W | 55.45'    |
| C28         | 56.77' | 439.58' | 007°23'59" | S89°18'18"W | 56.73'    |
| C29         | 34.75' | 439.58' | 004°31'45" | N84°43'50"W | 34.74'    |
| C30         | 45.32' | 384.58' | 006°45'06" | N85°50'30"W | 45.29'    |
| C31         | 83.29' | 384.58' | 012°24'33" | S84°34'40"W | 83.13'    |
| C32         | 35.11' | 60.00'  | 033°31'33" | N08°13'43"W | 34.61'    |
| C33         | 42.67' | 60.00'  | 040°45'01" | N46°22'00"W | 41.78'    |
| C34         | 42.35' | 60.00'  | 040°26'39" | N86°57'50"W | 41.48'    |
| C35         | 42.35' | 60.00'  | 040°26'39" | S52°35'32"W | 41.48'    |
| C36         | 49.87' | 60.00'  | 047°37'09" | S08°33'38"W | 48.44'    |
| C37         | 56.14' | 60.00'  | 053°36'28" | S42°03'11"E | 54.11'    |

Received 1/5/2021



DATE: AUGUST 17, 2020

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

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SHEET 2 OF 3 SHEETS

F-10015400

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LEGAL DESCRIPTION:

THAT PART OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 113.71 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018025432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRC); MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT SOUTHEAST CORNER OF THAT 3.00 ACRE TRACT CONVEYED TO RANDALL D. WITT AND CASSIDY A. WITT BY DEED RECORDED IN DOCUMENT NO. 2017043515, OPRWC, SAME BEING AN ANGLE POINT ON THE NORTH LINE OF SAID 113.71 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 132 FOR THE NORTHEAST CORNER OF SAID 3.00 ACRE TRACT, BEING AN ANGLE POINT ON THE NORTH LINE OF SAID 113.71 ACRE TRACT BEARS N07°22'10"E A DISTANCE OF 327.93 FEET;

THENCE ACROSS SAID 113.71 ACRE TRACT THE FOLLOWING TWENTY (20) COURSES:

1. S82°35'17"E A DISTANCE OF 20.37 FEET TO 1/2" IRON ROD SET, FROM WHICH THE NORTHEAST CORNER OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 BEARS APPROXIMATELY N88°14'37"E A DISTANCE OF 2235 FEET;
2. S07°32'03"W A DISTANCE OF 198.99 FEET TO A 1/2" IRON ROD SET;
3. S82°27'57"E A DISTANCE OF 21.72 FEET TO A 1/2" IRON ROD SET;
4. S07°32'03"W A DISTANCE OF 140.00 FEET TO A 1/2" IRON ROD SET;
5. N82°27'57"W A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET;
6. S07°32'03"W A DISTANCE OF 583.56 FEET TO A 1/2" IRON ROD SET;
7. N82°27'57"W A DISTANCE OF 445.00 FEET TO A 1/2" IRON ROD SET;
8. S77°33'04"W A DISTANCE OF 58.52 FEET TO A 1/2" IRON ROD SET;
9. N82°27'57"W A DISTANCE OF 220.69 FEET TO A 1/2" IRON ROD SET;
10. S79°14'50"W A DISTANCE OF 67.25 FEET TO A 1/2" IRON ROD SET;
11. S80°18'21"W A DISTANCE OF 55.01 FEET TO A 1/2" IRON ROD SET;
12. S79°14'50"W A DISTANCE OF 134.20 FEET TO A 1/2" IRON ROD SET;
13. N10°45'10"W A DISTANCE OF 134.54 FEET TO A 1/2" IRON ROD SET;
14. N01°37'11"W A DISTANCE OF 78.22 FEET TO A 1/2" IRON ROD SET;
15. N08°05'23"E A DISTANCE OF 64.81 FEET TO A 1/2" IRON ROD SET;
16. N26°48'12"E A DISTANCE OF 15.84 FEET TO A 1/2" IRON ROD SET;
17. N08°05'23"E A DISTANCE OF 432.27 FEET TO A 1/2" IRON ROD SET;
18. S82°19'08"E A DISTANCE OF 8.99 FEET TO A 1/2" IRON ROD SET FOR A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
19. EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 23.52 FEET, HAVING A RADIUS OF 334.27 FEET, A CENTRAL ANGLE OF 04°01'51", AND A CHORD BEARING S84°20'04"E, 23.51 FEET TO A 1/2" IRON ROD SET;
20. N03°39'01"E A DISTANCE OF 143.85 FEET TO A 1/2" IRON ROD SET ON THE NORTH LINE OF SAID 113.71 ACRE TRACT, BEING THE SOUTH LINE OF THE REMAINDER OF THAT 6.040 ACRE TRACT CONVEYED TO VIRGINIA ANN WIGGINTON BY DEED RECORDED IN DOCUMENT NO. 2005024486, OPRWC;

THENCE ALONG THE SOUTH LINE OF SAID 6.040 ACRE TRACT, S82°26'11"E A DISTANCE OF 53.84 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF SAID 6.040 ACRE TRACT;

THENCE ALONG THE EAST LINE OF SAID 6.040 ACRE TRACT, N28°52'18"E A DISTANCE OF 36.74 FEET TO A 1/2" IRON ROD FOUND MONUMENTING THE SOUTHWEST CORNER OF THAT 4.7495 ACRE TRACT CONVEYED TO RANDALL WITT AND CASSIDY WITT BY DEED RECORDED IN DOCUMENT NO. 2018096029, OPRWC;

THENCE ALONG THE NORTH LINE OF SAID 113.71 ACRE TRACT AND THE SOUTH LINE OF SAID 4.7495 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. N51°50'44"E A DISTANCE OF 41.96 FEET TO A 1/2" IRON ROD FOUND;
2. N84°36'54"E A DISTANCE OF 427.19 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 4.7495 ACRE TRACT, BEING THE SOUTHWEST CORNER OF SAID 3.00 ACRE TRACT;

THENCE ALONG THE NORTH LINE OF SAID 113.71 ACRE TRACT AND THE SOUTH LINE OF SAID 3.00 ACRE TRACT, S82°35'17"E A DISTANCE OF 491.39 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 21.298 ACRES, MORE OR LESS.  
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.  
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.  
WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NO. R020260.

STATE OF TEXAS }  
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

THAT HUTTO DEVELOPMENT, LTD., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2018025432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS HIGHLANDS NORTH SECTION 4.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

HUTTO DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP

BY: HDL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY,  
ITS GENERAL PARTNER

BY: \_\_\_\_\_  
JOHN S. LLOYD, MANAGER  
6504 WEST COURTYARD DRIVE  
AUSTIN, TEXAS 78730

STATE OF TEXAS }  
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

BY: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF TEXAS }  
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

I, ISRAEL RAMIREZ, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 4th DAY OF January, 2021.

BY: Israel Ramirez 1-4-21  
ISRAEL RAMIREZ  
LICENSED PROFESSIONAL ENGINEER No. 114495  
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
2900 JAZZ STREET  
ROUND ROCK, TEXAS 78664  
PHONE (512) 836-4793  
FIRM NO. 9784

STATE OF TEXAS }  
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

I, STEPHEN R. LAWRENCE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6352, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 4th DAY OF January, 2021.

BY: Stephen R. Lawrence 1/4/2021  
STEPHEN R. LAWRENCE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352  
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.  
2900 JAZZ STREET  
ROUND ROCK, TEXAS 78664  
PHONE (512) 836-4793  
FIRM NO. 10015400

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_ A.D.

\_\_\_\_\_  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

FINAL PLAT OF  
**HIGHLANDS NORTH SECTION 4**  
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MIKE SNYDER, MAYOR PRO TEM DATE \_\_\_\_\_ HOLLY NAGY, CITY SECRETARY DATE \_\_\_\_\_

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR DATE \_\_\_\_\_

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

Received 1/5/2021



DATE: AUGUST 17, 2020

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
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F-10015400

SHEET 3 OF 3 SHEETS

City Council

## AGENDA ITEM REPORT



**To:** City Council  
**Subject:** Consideration and possible action on a resolution approving the Highlands North Section 5 Final Plat, 11.859 acres, more or less, of land, 43 residential lots, located on Milano River Road. (Ashley Lumpkin)  
**Meeting:** City Council - 18 Feb 2021  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

### BACKGROUND INFORMATION:

The Highlands North Section 5 Final Plat is located at the western boundary of Highlands North and at the southwest corner of CR 132 and CR 133. It includes 11.859 acres, 43 single-family lots, 1 open space lot, 1 landscape lot and 3 greenlink lots.

43 Single-Family Lots - 8.765 Acres  
1 Open Space Lot - 0.305 Acres  
1 Landscape Lot - 0.508 Acres  
3 Greenlink Lots - 0.159 Acres  
Right-of-Way - 2.122 Acres

This is final section of the subdivision.

### Staff Review:

The proposed Final Plat conforms to the UDC and the local government code.

### FINANCIAL IMPACT:

None applicable.

### POLICY IMPLICATIONS:

None applicable.

### RECOMMENDATION:

As the Planning and Zoning Commission recommended approval with conditions unanimously, Staff recommends approval of the Final Plat to City Council with the condition that the document number be added prior to recordation.

### ATTACHMENTS:

[\(Res\)HighlandsNorthSec5FP\(Full\)](#)



**RESOLUTION NO. R-2021-031**

**A RESOLUTION APPROVING THE PLAT KNOWN AS "HIGHLANDS NORTH SECTION 5 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.**

**WHEREAS**, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

**WHEREAS**, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

**WHEREAS**, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

**WHEREAS**, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:**

that the Hutto City Council hereby approves the resolution for the plat known as "Highlands North Section 5 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **18th** day of the month **February, 2021**.

**THE CITY OF HUTTO, TEXAS**

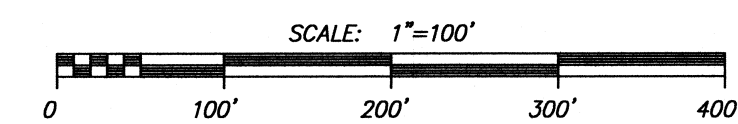
\_\_\_\_\_  
Mike Snyder, Mayor Pro Tem

**ATTEST:**

\_\_\_\_\_  
Holly Nagy, City Secretary



FINAL PLAT OF  
**HIGHLANDS NORTH SECTION 5**  
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS



STREET TABLE:

| STREETS           | LENGTH       | ACRES        |
|-------------------|--------------|--------------|
| FOGGIA COVE       | 600'         | 0.977        |
| MILANO RIVER ROAD | 164'         | 0.238        |
| BOSCO ROAD        | 694'         | 0.907        |
| <b>TOTAL</b>      | <b>1458'</b> | <b>2.122</b> |

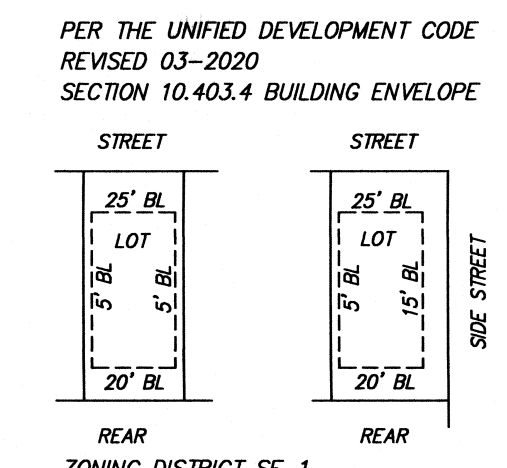
SITE DATA:  
SURVEY: JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97

AREA - PARCEL 1 6.734 ACRES  
AREA - PARCEL 2 5.125 ACRES  
TOTAL AREA - 11.859 ACRES

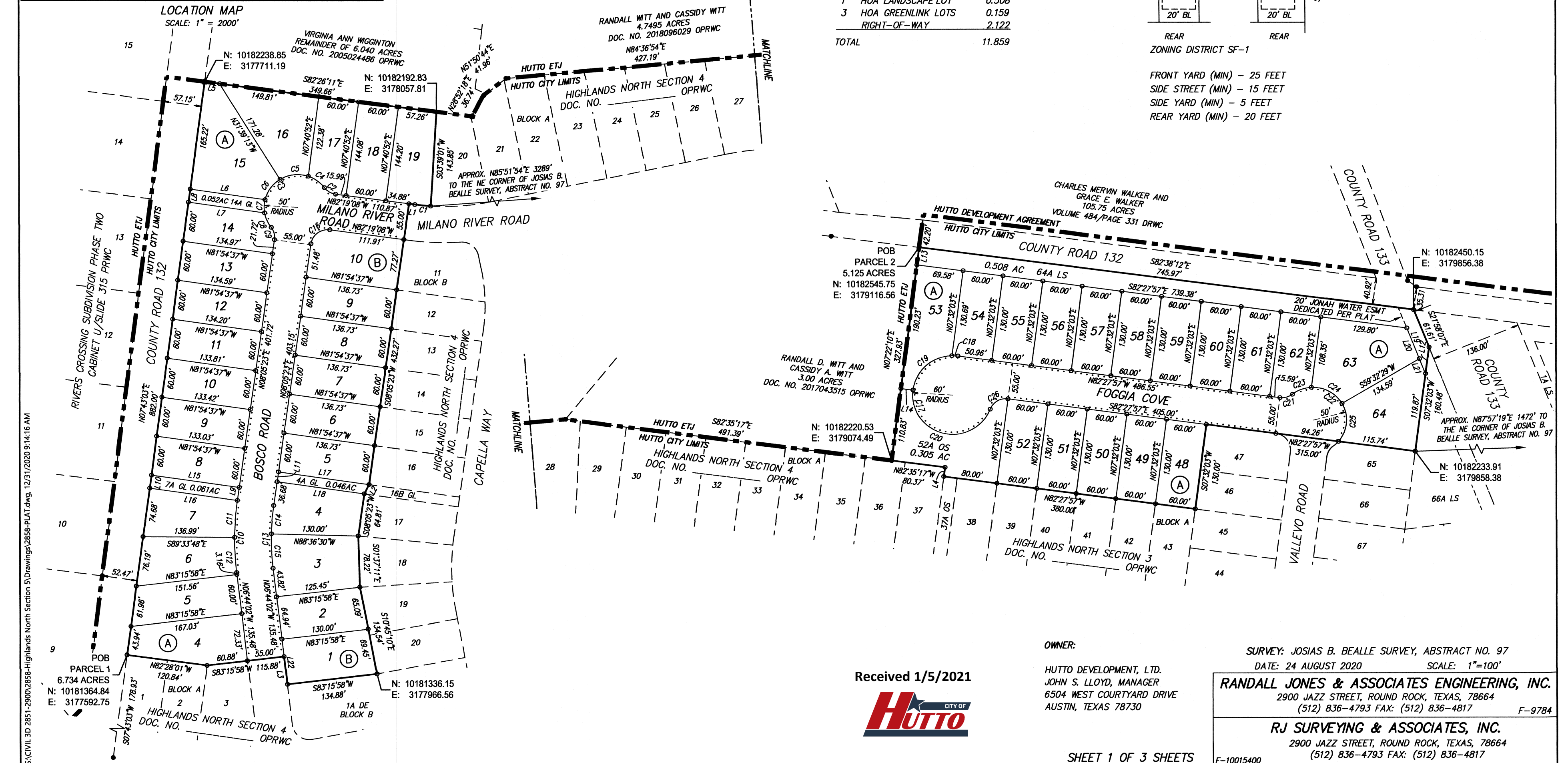
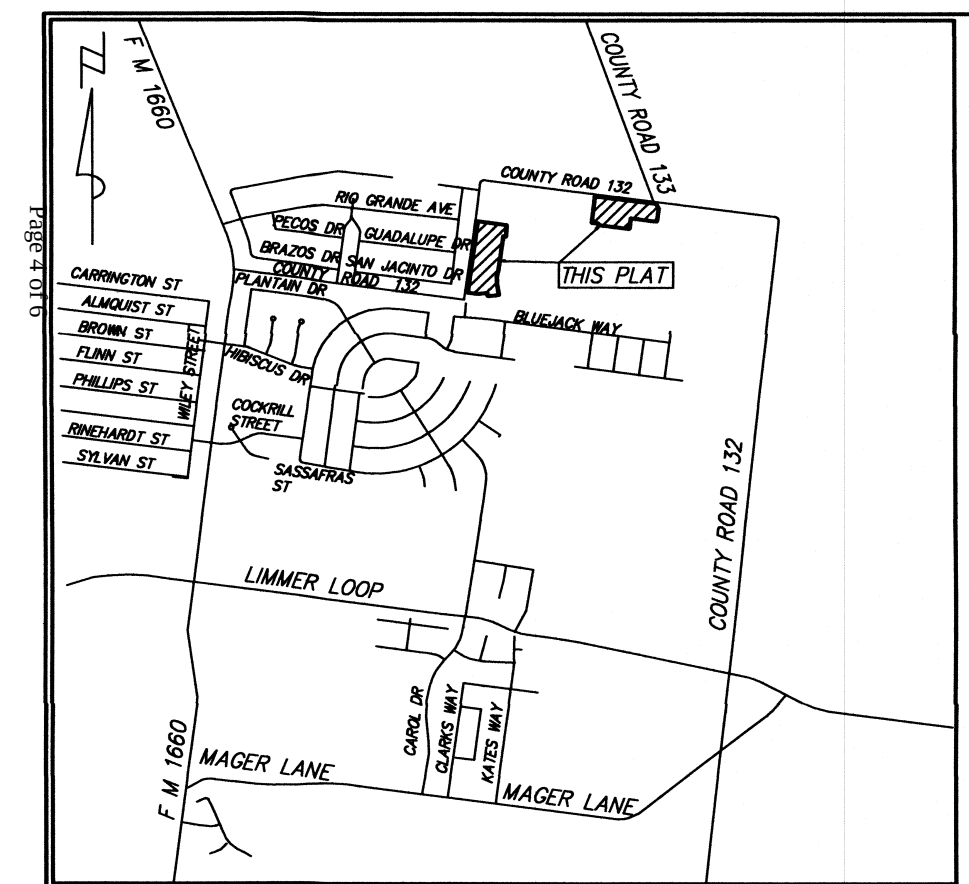
2 BLOCKS

| LAND USE             | ACRES         |
|----------------------|---------------|
| 43 RESIDENTIAL LOTS  | 8.765         |
| 1 HOA OPEN SPACE LOT | 0.305         |
| 1 HOA LANDSCAPE LOT  | 0.508         |
| 3 HOA GREENLINK LOTS | 0.159         |
| <b>RIGHT-OF-WAY</b>  | <b>2.122</b>  |
| <b>TOTAL</b>         | <b>11.859</b> |

LOT SETBACKS (TYPICAL):



PER THE UNIFIED DEVELOPMENT CODE  
REVISED 03-2020  
SECTION 10.403.4 BUILDING ENVELOPE  
ZONING DISTRICT SF-1  
FRONT YARD (MIN) - 25 FEET  
SIDE STREET (MIN) - 15 FEET  
SIDE YARD (MIN) - 5 FEET  
REAR YARD (MIN) - 20 FEET



Received 1/5/2021



OWNER:  
HUTTO DEVELOPMENT, LTD.  
JOHN S. LLOYD, MANAGER  
6504 WEST COURTYARD DRIVE  
AUSTIN, TEXAS 78730

SURVEY: JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97  
DATE: 24 AUGUST 2020 SCALE: 1"=100'  
**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
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(512) 836-4793 FAX: (512) 836-4817 F-10015400

SHEET 1 OF 3 SHEETS

S:\CIVIL 3D 2851-2900\03858-Highlands North Section 5\Drawings\2858-PLAT.dwg, 12/31/2020 9:14:16 AM



FINAL PLAT OF  
HIGHLANDS NORTH SECTION 5  
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

PLAT NOTES:

1. THIS PLAT LIES WITHIN CITY OF HUTTO FULL PURPOSE JURISDICTION.
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
6. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
8. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
9. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
10. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER CITY CODES AND REGULATIONS.
11. WATER AND WASTEWATER SERVICE WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO AND JONAH S.U.D. ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
13. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHOULD BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
14. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: JONAH S.U.D.; WASTEWATER: JONAH S.U.D.; ELECTRIC: ONCOR.
15. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
16. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
17. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
18. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
19. GREENLINK, OPEN SPACE AND PARKLAND LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
20. THIS SUBDIVISION WILL BE ZONED SFI.
21. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
22. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 55%.
23. PARKLAND AND GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.
24. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
25. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
26. FIRE LANE SIGNAGE SHALL BE POSTED ON ONE SIDE OF THE STREET MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.

| CURVE TABLE |         |         |            |             |           |
|-------------|---------|---------|------------|-------------|-----------|
| CURVE       | LENGTH  | RADIUS  | DELTA      | CH. BRNG.   | CH. DIST. |
| C1          | 23.52'  | 334.27' | 004°01'51" | N84°20'04"W | 23.51'    |
| C2          | 19.88'  | 25.00'  | 045°34'23" | S59°31'57"E | 19.36'    |
| C3          | 157.72' | 50.00'  | 180°44'14" | S52°53'07"W | 100.00'   |
| C4          | 30.16'  | 50.00'  | 034°33'46" | N54°01'38"W | 29.71'    |
| C5          | 43.93'  | 50.00'  | 050°20'42" | S83°31'08"W | 42.53'    |
| C6          | 39.13'  | 50.00'  | 044°50'30" | S35°55'32"W | 38.14'    |
| C7          | 20.26'  | 50.00'  | 023°12'40" | S01°53'58"W | 20.12'    |
| C8          | 24.24'  | 50.00'  | 027°46'37" | S23°35'41"E | 24.00'    |
| C9          | 19.88'  | 25.00'  | 045°34'23" | N14°41'48"W | 19.36'    |
| C10         | 110.26' | 426.18' | 014°49'25" | S00°40'41"W | 109.96'   |
| C11         | 56.60'  | 426.18' | 007°36'35" | S04°17'06"W | 56.56'    |
| C12         | 53.66'  | 426.18' | 007°12'50" | S03°07'37"E | 53.62'    |
| C13         | 96.03'  | 371.18' | 014°49'25" | S00°40'41"W | 95.76'    |
| C14         | 43.39'  | 371.18' | 006°41'53" | S04°44'27"W | 43.37'    |
| C15         | 52.64'  | 371.18' | 008°07'32" | S02°40'16"E | 52.60'    |
| C16         | 39.09'  | 25.00'  | 089°35'29" | S52°53'07"W | 35.23'    |
| C17         | 268.49' | 60.00'  | 256°23'28" | S30°39'41"E | 94.31'    |
| C18         | 9.08'   | 60.00'  | 008°40'01" | N86°47'57"W | 9.07'     |
| C19         | 85.34'  | 60.00'  | 081°29'52" | S48°07'06"W | 78.33'    |
| C20         | 174.07' | 60.00'  | 166°13'35" | S75°44'37"E | 119.13'   |
| C21         | 19.88'  | 25.00'  | 045°34'23" | N74°44'52"E | 19.36'    |
| C22         | 147.43' | 50.00'  | 168°56'24" | N43°34'08"W | 99.53'    |
| C23         | 30.56'  | 50.00'  | 035°01'22" | S69°28'21"W | 30.09'    |
| C24         | 54.59'  | 50.00'  | 062°33'27" | N61°44'14"W | 51.92'    |
| C25         | 62.27'  | 50.00'  | 071°21'35" | N05°13'17"E | 58.33'    |
| C26         | 33.33'  | 25.00'  | 076°23'28" | S59°20'19"W | 30.92'    |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | N82°19'08"W | 8.99'    |
| L2         | S26°48'12"W | 15.84'   |
| L3         | N06°44'02"W | 42.54'   |
| L4         | N07°32'03"E | 14.12'   |
| L5         | S82°26'11"E | 22.59'   |
| L6         | S81°54'37"E | 113.22'  |
| L7         | S81°54'37"E | 115.26'  |
| L8         | S07°43'03"W | 20.00'   |
| L9         | N08°05'23"E | 20.00'   |
| L10        | S07°43'03"W | 20.00'   |
| L11        | S08°05'23"W | 15.00'   |
| L12        | N07°32'03"E | 40.61'   |
| L13        | S07°22'10"W | 26.88'   |
| L14        | N82°37'50"W | 18.07'   |
| L15        | S81°54'37"E | 132.64'  |
| L16        | S81°54'37"E | 132.51'  |
| L17        | S81°54'37"E | 136.73'  |
| L18        | S81°54'37"E | 131.65'  |
| L19        | N21°58'07"W | 74.83'   |
| L20        | N21°58'07"W | 50.41'   |
| L21        | N21°58'07"W | 24.42'   |
| L22        | S06°44'02"E | 69.28'   |

Received 1/5/2021



DATE: 24 AUGUST 2020      SCALE: 1"=100'

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F-10015400



LEGAL DESCRIPTION:

PARCEL 1

THAT PART OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 113.71 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018125432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE EAST LINE OF COUNTY ROAD 132, SAME BEING ON THE WEST LINE OF SAID 113.71 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 113.71 ACRE TRACT BEARS S07°43'03"W A DISTANCE OF 178.93 FEET;

THENCE N07°43'03"E ALONG THE EAST LINE OF SAID COUNTY ROAD 132 AND THE WEST LINE OF SAID 113.71 ACRE TRACT A DISTANCE OF 882.00 FEET TO A TREATED FENCE POST FOUND AT THE SOUTHWEST CORNER OF THE REMAINDER OF THAT 6.040 ACRE TRACT OF LAND CONVEYED TO VIRGINIA ANN WIGGINTON BY DEED RECORDED IN DOCUMENT NO. 2005024486 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF SAID 113.71 ACRE TRACT;

THENCE S82°26'11"E ALONG THE SOUTH LINE OF SAID 6.040 ACRE TRACT AND THE NORTH LINE OF SAID 113.71 ACRE TRACT A DISTANCE OF 349.66 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 113.71 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES:

1. S03°39'01"W A DISTANCE OF 143.85 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE NORTHEAST CORNER OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 BEARS APPROXIMATELY N85°51'54"E A DISTANCE OF 3289 FEET;
2. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 23.52 FEET, HAVING A RADIUS OF 334.27 FEET, A CENTRAL ANGLE OF 04°01'51", AND A CHORD BEARING N84°20'04"W, 23.51 FEET TO A 1/2" IRON ROD SET;
3. N82°19'08"W A DISTANCE OF 8.99 FEET TO A 1/2" IRON ROD SET;
4. S08°05'23"W A DISTANCE OF 432.27 FEET TO A 1/2" IRON ROD SET;
5. S26°48'12"W A DISTANCE OF 15.84 FEET TO A 1/2" IRON ROD SET;
6. S08°05'23"W A DISTANCE OF 64.81 FEET TO A 1/2" IRON ROD SET;
7. S01°37'11"E A DISTANCE OF 78.22 FEET TO A 1/2" IRON ROD SET;
8. S10°45'10"E A DISTANCE OF 134.54 FEET TO A 1/2" IRON ROD SET;
9. S83°15'58"W A DISTANCE OF 134.88 FEET TO A 1/2" IRON ROD SET;
10. N06°44'02"W A DISTANCE OF 42.54 FEET TO A 1/2" IRON ROD SET;
11. S83°15'58"W A DISTANCE OF 115.88 FEET TO A 1/2" IRON ROD SET;
12. N82°28'01"W A DISTANCE OF 120.84 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 6.734 ACRES, MORE OR LESS.

PARCEL 2

THAT PART OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 113.71 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018125432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF COUNTY ROAD 132, SAME BEING AT THE NORTHEAST CORNER OF THAT 3.00 ACRE TRACT OF LAND CONVEYED TO RANDALL D. WITT AND CASSIDY A. WITT BY DEED RECORDED IN DOCUMENT NO. 2017043515 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING AN ANGLE POINT ON THE NORTH LINE OF SAID 113.71 ACRE TRACT;

THENCE S82°38'12"E ALONG THE SOUTH LINE OF SAID COUNTY ROAD 132 AND THE NORTH LINE OF SAID 113.71 ACRE TRACT A DISTANCE OF 745.97 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 113.71 ACRE TRACT THE FOLLOWING SEVEN (7) COURSES:

1. S21°58'07"E A DISTANCE OF 61.61 FEET TO A 1/2" IRON ROD SET;
2. S07°32'03"W A DISTANCE OF 160.48 FEET TO A 1/2" IRON ROD SET, FROM WHICH THE NORTHEAST CORNER OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 BEARS APPROXIMATELY N87°57'19"E A DISTANCE OF 1472 FEET;
3. N82°27'57"W A DISTANCE OF 315.00 FEET TO A 1/2" IRON ROD SET;
4. S07°32'03"W A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
5. N82°27'57"W A DISTANCE OF 380.00 FEET TO A 1/2" IRON ROD SET;
6. N07°32'03"E A DISTANCE OF 14.12 FEET TO A 1/2" IRON ROD SET;
7. N82°35'17"W A DISTANCE OF 80.37 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 3.00 ACRE TRACT, SAME BEING AN INSIDE ELL CORNER ON THE NORTH LINE OF SAID 113.71 ACRE TRACT;

THENCE N07°22'10"E ALONG THE EAST LINE OF SAID 3.00 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 113.71 ACRE TRACT A DISTANCE OF 327.93 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 5.125 ACRES, MORE OR LESS.

PARCEL 1 (6.734 ACRES) + PARCEL 2 (5.125 ACRES) = 11.859 ACRES TOTAL.  
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.  
ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.  
WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBER R020260.

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON {

THAT HUTTO DEVELOPMENT, LTD., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2018025432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS HIGHLANDS NORTH SECTION 5.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

HUTTO DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP

BY: HDL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY,  
ITS GENERAL PARTNER

BY: \_\_\_\_\_  
JOHN S. LLOYD, MANAGER  
6504 WEST COURTYARD DRIVE  
AUSTIN, TEXAS 78730

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

BY: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

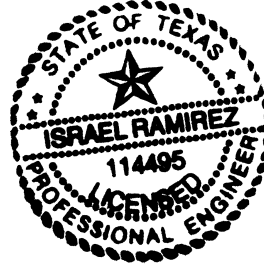
STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON {

I, ISRAEL RAMIREZ, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
ISRAEL RAMIREZ  
LICENSED PROFESSIONAL ENGINEER No. 114495  
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
2900 JAZZ STREET  
ROUND ROCK, TEXAS 78664  
PHONE (512) 836-4793  
FIRM NO. 9784



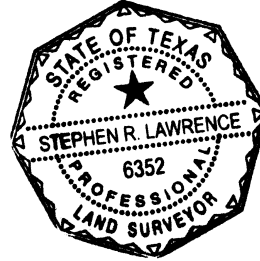
STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON {

I, STEPHEN R. LAWRENCE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6352, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
STEPHEN R. LAWRENCE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352  
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.  
2900 JAZZ STREET  
ROUND ROCK, TEXAS 78664  
PHONE (512) 836-4793  
FIRM NO. 10015400



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

FINAL PLAT OF  
HIGHLANDS NORTH SECTION 5  
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

MIKE SNYDER, MAYOR PRO TEM DATE \_\_\_\_\_ HOLLY NAGY, CITY SECRETARY DATE \_\_\_\_\_

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR DATE \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED THIS THE DAY OF \_\_\_\_\_, 20\_\_ A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

Received 1/5/2021



SHEET 3 OF 3 SHEETS

DATE: 24 AUGUST 2020

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-10015400

## CONSENT AGREEMENT

### [WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35]

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF WILLIAMSON   §

This **CONSENT AGREEMENT** (this “Agreement”) is between the **CITY OF HUTTO, TEXAS**, a home-rule city and municipal corporation located in Williamson County, Texas (the “City”) and **HARRIS & STRAUB, LLC**, a Texas limited liability company (“Developer”), effective as of \_\_\_\_\_, 2021 (the “Effective Date”). Upon confirmation of the creation of **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35**, a proposed municipal utility district to be created as contemplated by this Agreement (the “District”), by the voters within the District, the District will join in and agree to be bound by certain provisions of this Agreement.

## INTRODUCTION

A. Developer owns or controls the approximately 299.173 acres of land (the “Land”) located within the extraterritorial jurisdiction (the “ETJ”) of the City. The Land is more particularly described on **Exhibit “A”** attached hereto and incorporated herein.

B. Developer intends to develop the Land as a commercial, multi-family residential, and single-family residential development (the “Project”).

C. In order to facilitate and promote the orderly and efficient development and extension of City services to the Project, Developer has petitioned the City for, and the City has consented to, the creation of a municipal utility district over the Land to finance the construction of water and wastewater facilities, drainage improvements, and recreational facilities, serving the Land.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I. DEFINITIONS

**Section 1.01 Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms and phrases, when used in this Agreement, will have the meanings set out below:

Agreement: This Consent Agreement [Williamson County Municipal Utility District No. 35], as it may be amended from time to time.

Applicable Rules: The City’s rules and regulations applicable to the Land, subject to any variances or exceptions approved in or pursuant to this Agreement.

Bonds: Bonds, notes, and other indebtedness issued by the District under Article IV of this Agreement.

City Attorney: The City Attorney for the City of Hutto.

City Chief Financial Officer: The Chief Financial Officer for the City of Hutto.

City Council: The City Council of the City of Hutto.

City Manager: The City Manager of the City of Hutto.

Commission: The Texas Commission on Environmental Quality, or its successor agency.

Concept Plan: The concept plan for the Project attached as **Exhibit “B”** hereto and incorporated herein, which may be amended from time to time in accordance with this Agreement.

District: Williamson County Municipal Utility District No. 35 (or such other name as the Commission may require), to be created over the Land with the consent of the City.

District’s Board: The Board of Directors of the District.

District Creation Date: The date of the order issued by the Commission creating the District.

Gola Tract. The approximately 196.167 acres of land located adjacent to the east of the Land and comprising Williamson Central Appraisal District Tax Parcels R020596, R020597, R020598 and R392665.

Gola Tract Developer: The party that develops the Gola Tract and receives wastewater service from the City to the Gola Tract via the Wastewater Interceptor Line, the Wastewater Lift Station and the WWTP.

Land: The approximately 299.173 acres of land more particularly described on **Exhibit “A”** attached hereto and incorporated herein, together with any additional land which may in the future be added with the consent of the City.

Living Unit Equivalent or LUE: The capacity necessary to serve a single-family residential connection or its equivalent.

Petition: Developer’s request to the City for consent to creation of the District, a copy of which is attached as **Exhibit “C”**.

Strategic Partnership Agreement: The Strategic Partnership Agreement entered into by the City and any District hereafter, the form and substance of which is attached hereto as **Exhibit “D”**.

Unified Development Code or UDC: The City of Hutto Unified Development Code, as amended.

Wastewater Interceptor Line: That portion of the City’s wastewater system contemplated in this Agreement, being an approximately 3,500 linear foot portion of the Brushy Creek Interceptor, anticipated to be forty-two inches (42”) in diameter, that will connect the Project to the WWTP, as more particularly described and depicted as Segments #1, #2 and #3, and excluding Segment #4, on **Exhibit “E”** attached hereto and incorporated herein.

Wastewater Lift Station: That portion of the City's wastewater system contemplated in this Agreement, being an approximately 2,000 LUE wastewater lift station that will connect the Wastewater Interceptor Line to the WWTP and will be expandable to provide capacity for the full buildout capacity of the City's Brushy Creek Interceptor as specified in the City's Wastewater Master Plan and other subsequent wastewater planning efforts, as more particularly described and depicted on Exhibit "E" attached hereto and incorporated herein.

WWTP: The City's South wastewater treatment plant.

## **ARTICLE II. CREATION OF DISTRICT AND RELATED MATTERS**

**Section 2.01 Consent to Creation of District.** The City acknowledges receipt of the Petition, in accordance with Section 54.016, *Texas Water Code*, and Section 42.042, *Texas Local Government Code*, for creation of the District over the Land. The City has approved the resolution, attached as Exhibit "F" and incorporated herein for all purposes, consenting to the inclusion of the Land within the District (the "Consent Resolution"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District within the City's ETJ. No further consent will be required on the part of the City to evidence the City's consent to the creation of the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer's application to the Commission to create the District or any District bond sale. If the District desires to annex additional territory into its boundaries that is within the then ETJ of the City, such annexation will be subject to the City's review and approval by resolution or ordinance, which review and approval will not be unreasonably withheld, conditioned, or delayed.

**Section 2.02 Annexation and Dissolution of District.** The City agrees not to annex or dissolve the District, in whole or in part, until: (1) at least 90% by dollar amount of the total water, wastewater, drainage, and park and recreational facilities for which the District's Bonds have been authorized ("requisite percentage of District facilities") have been constructed; and (2) Developer has been fully reimbursed by the District for the requisite percentage of District facilities in accordance with the rules of the Commission. Upon the annexation and dissolution of the District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

**Section 2.03 Director Qualifying Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the sole purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

**Section 2.04 Execution of this Agreement.** At its organizational meeting, the District's Board must approve this Agreement, cause this Agreement to be signed by a duly authorized representative of the District's Board, and return a fully executed, certified copy of this Agreement to the City Manager within thirty (30) days after the date of the District's Board meeting.

**Section 2.05 Organizational Meeting.** The organizational meeting of the District Board must be held within ninety (90) days after the District Creation Date.

**Section 2.06 Limit on Authority.** Prior to the time that this Agreement is executed by the District and returned to the City Manager, (a) the District shall not issue Bonds and shall be prohibited from taking any affirmative act to issue Bonds, and (b) Developer shall not enter into



any agreements with the District or seek reimbursement from the District for development of the Land.

**Section 2.07 Effect of Failure to Timely Execute and Return Documents.** Notwithstanding anything in the Consent Resolution or this Agreement to the contrary, this Agreement shall be void and shall no further force or effect if this Agreement is not executed by Developer and returned to the City Manager within thirty (30) days after the City Council has approved same, or by the District and returned to the City Manager within the timeframes required by this Agreement.

**Section 2.08 Withdrawal of Consent.**

(a) The City's consent to the creation of the District shall be deemed withdrawn if: (i) an order approving creation of the District is not issued by the Commission within twenty-four (24) months after the date the Consent Resolution is approved by the City Council; or (ii) Developer fails to submit construction plans to the City for any portion of the Utility Facilities (as defined in this Agreement) within twenty four (24) months after the Effective Date of this Agreement or commence actual construction of such portion of the Utility Facilities within twelve (12) months after the City's formal, final approval of the construction plans and all other necessary permits or approvals to allow Developer to commence such construction.

(b) The City's consent to the creation of the District shall be deemed withdrawn and the District shall be dissolved if: (i) the District has not held a confirmation election within two (2) years after the District Creation Date; or (ii) upon the expiration of ten (10) years after the District Creation Date if the District has not performed any of the functions for which it was created and the District has no outstanding bonded indebtedness for five (5) consecutive years.

**Section 2.09 Required Submittals to the City.**

(a) Developer shall submit to the City a satisfactory review of Developer's financial position, certified by a third party financial analyst approved by City, within thirty (30) days after the Effective Date of this Agreement.

(b) At least ten (10) business days before the submission of the District creation application to the Commission, Developer agrees to submit to the City: (i) a draft of the application and all supporting documents, including evidence that the land to be included in the District is coterminous with the Land; and (2) the names, addresses, and a summary of qualifications for each individual designated as an initial director of the District. The City shall have said ten (10) business days to review and comment on the draft application and to request additional information about the application, including, without limitation, each individual designated as an initial director of the District.

**Section 2.10 No Other Districts or Jurisdiction.** In furtherance of the purposes of this Agreement, the District and Developer, on behalf of themselves and their respective successors and assignees, covenant and agree that, except upon written consent of the City Council, neither the District nor Developer shall initiate, seek, petition, sign, support, join in, associate with, consent to, or direct to be signed any petition or request seeking the creation of any other special taxing or assessment jurisdiction over the Land, other than with the City.

**Section 2.11 District Property.** The District shall not sell, convey, lease, mortgage, transfer, assign or otherwise alienate any of its water, reclaimed water, wastewater, or drainage improvements, or other District property, including any improvements or property deemed to be

surplus, to any third party other than the City without the prior approval of the City. The foregoing prohibition shall not apply to the District's disposal or replacement of equipment or material which has passed its useful life or the grant of easements necessary for the development of the Land, for which no approval shall be required.

**Section 2.12 Limit on Eminent Domain Powers.** The District shall not be authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of the District except (a) when necessary to construct the Utility Facilities, or (b) when such power is exercised with the express prior written consent of the City Council.

### **ARTICLE III. DEVELOPMENT MATTERS**

#### **Section 3.01 Water, Wastewater, and Drainage Facilities.**

(a) Developer or the District will construct or acquire capacity in all water, wastewater, and drainage facilities that are necessary to serve the Land ("Utility Facilities"). All Utility Facilities will be constructed within designated easements or rights-of-way and will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Neither Developer nor the District will be required to pay for or construct any improvements to the City's existing utility systems or other offsite improvements required to serve the Land, except as provided for herein. Further, except as provided herein, unless Developer's service requirements for the Land change or the parties otherwise agree, the City will not require that Developer or the District oversize, finance, or construct any Utility Facilities to serve property other than the Land.

(b) The Wastewater Interceptor Line and the Wastewater Lift Station are required for the WWTP to serve the Project and other properties. In accordance with the terms of and provisions of this Agreement and subject to partial reimbursement by the City as described in this subsection and/or cost-sharing by the Gola Tract Developer, Developer, on behalf of the District, will design, permit and construct the Wastewater Interceptor Line and the Wastewater Lift Station to serve the Project and other properties. Developer, on behalf of the District, will: (i) grant to the City a wastewater easement not to exceed sixty feet (60') wide, in, over and across the Land in the location of Segment #4 of the Brushy Creek Interceptor, as generally depicted on **Exhibit "E"**, for the City's future construction of Segment #4 of the Brushy Creek Interceptor, at no cost to Developer; (ii) grant to the City a wastewater easement not to exceed sixty feet (60') wide, in, over and across the Land in the location of Segment #1 of the Wastewater Interceptor Line, as generally depicted on **Exhibit "E"**; (iii) design, permit (including payment of third-party design review fees) and construct Segment #1 of the Wastewater Interceptor Line, at Developer's sole cost and expense; (iv) subject to acquiring all necessary easements, as set forth below, design, permit and construct Segments #2 and #3 of the Wastewater Interceptor Line and the Wastewater Lift Station, all as generally depicted on **Exhibit "E"**, subject to a right to receive reimbursement from the City for the documented third-party soft and hard costs incurred by Developer to: (y) oversize Segments #2 and #3 of the Wastewater Interceptor Line from a twelve inch (12") line to a forty-two inch (42") line; and (z) to oversize the capacity of the Wastewater Lift Station from a 1,500 LUE lift station to a 2,000 LUE lift station, as set forth below (collectively, items (y) and (z), the "Wastewater Infrastructure Cost-Sharing"). The City will pay the Wastewater Infrastructure Cost-Sharing to Developer by rebating to Developer all wastewater impact fees collected by the City for connections to the Wastewater Interceptor Line within the Project and the Gola Tract until such time as the Wastewater Infrastructure Cost-Sharing is paid in full (the "Wastewater Impact Fee Rebates"). The City will pay the Wastewater Impact Fee Rebates to Developer on or

before the 15<sup>th</sup> day of each April, July, October and January, which payments will be in an amount equal to the total amount of subject wastewater impact fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Prior to commencing final design, Developer shall provide a preliminary engineering study which shall include general location, size and depths of the wastewater infrastructure described in (iv) above for City review. Notwithstanding the foregoing, in the event that Developer and the Gola Tract Developer enter into a private cost-sharing agreement providing for the Gola Tract Developer's direct funding or reimbursement to Developer of funds for the same purposes as the Wastewater Infrastructure Cost-Sharing, then Developer will advise the City of such agreement, provide a true and correct copy of such agreement to the City, and upon Developer's receipt of any such funds from the Gola Tract Developer, the City will receive corresponding dollar-for-dollar credits against its obligation to pay the Wastewater Infrastructure Cost-Sharing to Developer hereunder.

(c) If requested by Developer or the District, due to the District's inability to use its powers of eminent domain for such purpose, the City may use its powers of eminent domain to assist Developer and/or the District in acquiring the land or easement rights necessary for the Wastewater Interceptor Line at the District's and/or Developer's sole cost and expense. If the City uses its powers of eminent domain to assist Developer and/or the District in acquiring the land or easement rights necessary for the Wastewater Interceptor Line, all costs and expenses associated with the eminent proceedings shall be reimbursed by the Developer and/or the District. In consideration of the design, permitting and construction of the Wastewater Interceptor Line and the Wastewater Lift Station, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 1,500 LUEs of capacity in the Wastewater Interceptor Line, the Wastewater Lift Station and the WWTP in accordance with the Applicable Rules. In consideration of the District's capacity interest, Developer may seek reimbursement from the District for the Wastewater Interceptor Line and the Wastewater Lift Station, as permitted by applicable law.

(d) Developer and the City agree that initial water service to the Project will be provided by Developer's connection to the City's existing sixteen inch (16") water line located within the FM 1660 right-of-way at a distance of approximately one hundred linear feet (100') from the northwestern corner of the Land, and anticipate looping of the City's water facilities serving the Project via connection to a to-be-constructed twelve inch (12") water line in an unspecified location along the western boundary of the Land. Developer will be responsible for connecting to the City's offsite water facilities to serve the Project, subject to Applicable Rules, whereupon the City agrees to serve the Project.

(e) Upon completion of construction of any Utility Facilities constructed by Developer on behalf of the District, (i) the City will accept such facilities for operation and maintenance in accordance with the Applicable Rules; and (b) Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, (ii) a reservation of all capacity in those facilities for the benefit of the District, and (iii) Developer's right, if any, to reimbursement from the District for the cost of those facilities in accordance with the rules of the Commission. Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the facilities have been constructed in accordance with all state and local codes and plans and specifications approved by the City. Upon any such conveyance and acceptance, the City agrees to operate and maintain such facilities in good condition and working order and to provide service to the District in accordance

with this Agreement. Conveyance will not affect Developer's right to reimbursement from the District for the cost of any facilities.

**Section 3.02 Retail Water and Wastewater Utility Services.** The City will be the sole provider of retail water and wastewater services within the District and will provide water and wastewater service to customers within the District in the same manner, at the same out-of-City rates, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, as the City provides service to similarly situated retail customers in the City's ETJ. All fees, rates, and charges for water and wastewater service within the District will be billed and collected by the City. The City agrees and commits to: (a) provide sufficient water and wastewater service for the full buildout of all of the Project on the Land; (b) provide written confirmation of the availability of service upon the District's request, if required in connection with any District bond sale; and (c) provide service as required for development within the Land, including water service at flow rates and pressures sufficient to meet the minimum requirements of the Commission and to provide sufficient domestic fire flows. In this regard, the City commits to, and reserves for the benefit of, the Land not less than 1,500 LUEs of water service and 1,500 LUEs of wastewater service.

**Section 3.03 Impact Fees.** Any impact fees payable to the City for development within the Land will be paid by or on behalf of Developer to the City as consideration for the City's agreement to provide, and make improvements necessary to provide, water supply and wastewater treatment and disposal services as required to serve development within the Land. In consideration of the payment impact fees, Developer will acquire on behalf of the District, the right to receive, and the City's commitment for, service from the City's water and wastewater system for the LUEs of service for which impact fees have been paid. Any impact fees adopted by the City will be consistent throughout the City's service area in which the Land is located. If any costs of the Wastewater Interceptor Line and/or Wastewater Lift Station are, now or in the future, included in the City's impact fees, Developer will receive a credit against the City's impact fees in an amount equal to the portion of the cost of the Wastewater Interceptor Line and/or Wastewater Lift Station, as applicable, included in the impact fees in accordance with the City's capital improvements plan and applicable law.

**Section 3.04 Concept Plan; Exceptions.** The City approves the Concept Plan. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The Developer intends to develop the Project as a large project that will be developed over a number of years. As such, the City agrees that Developer may implement the Project with minor changes to the Concept Plan without returning to the City for additional approval. The development of the Project shall be subject to the UDC and other regulations of the City that are applicable to the Land by virtue of its location within the City's ETJ; provided, however, to facilitate the development of the Project, the City agrees to provide variances to certain applicable development requirements set forth in the UDC, as amended, which variances are listed on **Exhibit "G"**. No other action will be required on the part of Developer to obtain such variances or initiate subdivision plat approvals that vary from the UDC or other applicable regulations of the City, to the extent such variance is in conformity with the Concept Plan.

**Section 3.05 Vesting of Rights.** The City acknowledges the importance to Developer of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several year period. Likewise, Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Developer shall have statutory authority to develop the Land in

accordance with the terms of this Agreement. This Agreement shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code. An accrued right under this Agreement shall not apply to these regulations as follows:

(a) uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the Code;

(b) ordinances and regulations for utility connections (other than with regard to utility capacity commitments described herein or in any wastewater service agreement for the Project);

(c) ordinances and regulations to prevent the imminent destruction of property or injury to persons;

(d) fees imposed in conjunction with development permits, This provision does not apply to impact fees, unless impact fees are updated or amended and are required to be assessed to the Property as required by Chapter 395 of the Texas Local Government Code;

(e) regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;

(f) construction standards for public works located on public lands or easements; and

(g) regulations to prevent the imminent destruction of property or injury to persons if the regulations do not affect landscaping or tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a project.

Permit applications subject to (a), through (g) above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Developer and the City may mutually agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

**Section 3.06 Traffic Impacts.** Developer will be responsible for dedicating right-of-way shown on the City's Mobility Master Plan as of the Effective Date of this Agreement. In addition to right-of-way dedication, Developer shall be responsible for improving one-half of the abutting County Road 163 in accordance with the Applicable Rules. Developer will be responsible for (i) dedicating right-of-way up to a maximum of one hundred ten feet (110') in width for the South East Loop project ("ROW Dedication Tract") and agrees to coordinate with Williamson County regarding the location and width of such ROW Dedication Tract, and (ii) refraining from constructing any buildings or other structures or final platting any lots within one hundred and twenty feet (120') on each side of the ROW Dedication Tract for a period of five (5) years after the Effective Date. Except as specified above, the Developer's sole traffic mitigation obligation with respect to the Project is to pay to the City a traffic mitigation fee in the amount of One Thousand and No/100 Dollars (\$1,000) per dwelling unit within the Project, which fee will be paid at the time of final plat recordation as to all dwelling units to be constructed within the portion of the Land being subdivided by such final plat.

**Section 3.07 Plat Approval.** Subdivision of the Land shall require approval of



preliminary and final plats by the City in accordance with the UDC. **IT SHALL BE A CONDITION TO ACCEPTANCE BY THE CITY, AS WELL AS A REQUIREMENT FOR COMPLETENESS, OF ANY APPLICATION FOR A PRELIMINARY PLAT OR FINAL PLAT OF ANY PORTION OF THE LAND THAT NO EVENT OF MATERIAL DEFAULT SHALL EXIST WITH REGARD TO THIS AGREEMENT, AS OF THE FILING DATES FOR SUCH APPLICATIONS.**

**Section 3.08 Utility Plan Review and Inspection Fee.** The Developer will to pay to the City a utility plan review and inspection fee in the amount of One Thousand and No/100 Dollars (\$1,000) per single-family residential lot, multifamily lot and commercial lot (expressly excluding all drainage, open space, parkland or other common area lots) within the Project, which fee will be paid at the time of final plat recordation as to all single-family residential lots, multifamily lots and commercial lots to be platted by such final plat.

#### **ARTICLE IV. BONDS AND FINANCIAL MATTERS**

**Section 4.01 Purposes.** The purposes for which the District may issue Bonds shall be restricted to the following: (a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, and capacity or contract rights, necessary or appropriate (i) to provide a water supply for municipal uses, domestic uses, and commercial purposes; (ii) to collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; and (iii) to gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (b) to pay expenses authorized by Section 49.155 of the Texas Water Code; (c) to develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, *et seq.*) of the Texas Water Code; and (d) to purchase committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to Commission rules and regulations. The District may also issue Bonds for refunding purposes. The District may reimburse Developer for expenditures authorized by Commission rules and regulations and this Agreement. The District may not issue bonds to design, acquire, construct, or finance road improvements as provided in Section 54.234 of the Texas Water Code.

**Section 4.02 Bond Requirements.** All Bonds issued by the District will be offered on terms and conditions generally accepted in the bond market for similar types of districts, at a net effective interest rate, taking into consideration any applicable discount or premium, not to exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly “20 Bond Index” during the one month period immediately preceding the date notice of the sale of the Bonds is given or a similar index if such index should cease to exist. Additionally, all Bonds issued by the District will comply with the following requirements: (a) the maximum maturity of the Bonds will not exceed 30 years from the date of issuance of any one series of Bonds; (b) the Bonds will expressly provide that the District will reserve the right to redeem the Bonds at any time not later than the 15<sup>th</sup> anniversary date of issuance, without premium; (c) no variable rate Bonds will be issued by the District; and (d) no Bonds will be issued having any issuance date more than 30 years from the date of the first issuance of Bonds by the District without the City’s approval, which will not be unreasonably withheld, delayed, or denied. Any refunding Bonds of the District must (i) provide for a minimum of three percent (3%) present value savings, and (ii) provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

**Section 4.03 Other Funds.** The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of its facilities, as well as to accomplish any purpose or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

**Section 4.04 Economic Feasibility.** Before any submission of an application for approval of issuance of Bonds to the Commission or to the Attorney General, whichever occurs first, the District's financial advisor shall certify in writing to the City Secretary, City Manager, and the City Chief Financial Officer, that the Bonds are being issued within the then-current economic feasibility guidelines established by the Commission for districts in Williamson County and in conformity with Article IV of this Agreement.

**Section 4.05 Notice of Bond Issues.** At least thirty (30) days before the submission of an application for approval of issuance of Bonds, except refunding Bonds, to the Commission or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary, City Manager, and Chief Financial Officer, the certification required by Section 4.07 of this Agreement, and notice containing (a) the amount of Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service and District tax rate after the issuance of the Bonds. If the District is not required to obtain Commission approval of the issuance of the Bonds, the District shall nonetheless deliver such certification and notice to the City Secretary, City Manager, and Chief Financial Officer at least sixty (60) days prior to the issuance of Bonds, except refunding Bonds, by the District.

**Section 4.06 Compliance with Agreement.** At least ten (10) business days before submission of an application for issuance of Bonds to the Commission or the Attorney General, whichever occurs first, the District shall certify in writing to the City Secretary, City Manager, and Chief Financial Officer that the District and Developer are not in breach of any material provision of this Agreement, as it may be amended from time to time.

**Section 4.07 Certifications.** With respect to any matter required by this Article IV to be certified in writing, the Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

**Section 4.08 Bond Objections.** The City shall have a period of thirty (30) days after receiving the last of the certifications and notices required by this Article IV within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the District or Developer is in default of a material provision of this Agreement. If the City objects to a proposed Bond issue ("City Objection"), such an objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the provision(s) in this Agreement, Developer is in material default. It shall not be a basis for a City Objection that the City disagrees with District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the Commission and the Attorney General. In the event a City Objection is timely given to the District with respect to a specific Bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived. Unless otherwise cured by written agreement of the Parties, a City Objection shall be deemed cured if (x) the District files

a petition seeking declaratory judgment in state district court, and (y) not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to, the City's right to intervene in, such a declaratory judgment action, and (z) the district court determines that the District or Developer is not in default with respect to any material provision of this Agreement, or alternatively, finds that if such a material default had previously occurred, the material default has been cured. A City Objection may be expressly waived by the City in writing at any time.

**Section 4.09 Filing of Budget and Audit Report.** The District will provide the City with a copy of its annual audit and approved budget for each fiscal year.

**Section 4.10 Official Statements.** Within 30 days after the District closes the sale of any series of Bonds, the District will provide a copy of the final official statement for such Bonds, if applicable, to the City.

**Section 4.11 Reimbursement Agreements.** The District agrees not to issue Bonds for purposes of reimbursing Developer for any costs or expenses paid by Developer after the thirtieth (30th) anniversary of the date of the first issuance of Bonds by the District, which costs and expenses would otherwise be eligible to be reimbursed to Developer by the District pursuant to the rules and regulation of the Commission or other applicable law, and Developer and the District expressly and irrevocably waive any claims against the City for repayment of such indebtedness. The District agrees that all reimbursement agreements that it enters into with Developer shall include the following provision relating to any sums payable by the City upon dissolution of the District under Section 43.0715, Texas Local Government Code:

"If, at the time of dissolution of the District, Developer has completed the construction of or financed any facilities or undivided interests in facilities on behalf of the District in accordance with the terms of this agreement, but the District has not issued bonds to reimburse Developer for the cost of the facilities or undivided interests in facilities, Developer agrees that it will convey the facilities or undivided interests in question to the City, free and clear of any liens, claims or encumbrances, subject to Developer's right to reimbursement under Section 43.0715, Texas Local Government Code, modified as provided in this section. Developer agrees that the amount payable by the City will be determined based on costs and expenses that are eligible for reimbursement under applicable statutes and Commission rules, without any waivers or variances."

## **ARTICLE V. TERM, TERMINATION, AMENDMENT**

**Section 5.01 Term.** The term of this Agreement will commence on the Effective Date and continue for forty-five (45) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City, the District and Developer.

**Section 5.02 Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written agreement of the City, Developer, and, after its creation, the District, or may be terminated or amended only as to a portion of the Land by the mutual written agreement of the City, the owners of a majority of the portion of the Land affected by the amendment or termination, and, after its creation, the District. After full build-out of the District, this Agreement may be amended by mutual written agreement of the District and the City, and the joinder of Developer will not be required.

## **ARTICLE VI. REMEDIES**

**Section 6.01 Notice and Opportunity to Cure.** If any party defaults in its obligations under this Agreement, a non-defaulting party must, prior to exercising a remedy available to that party due to the default, give written notice to the defaulting party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting party at least 30 days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

**Section 6.02 Remedies for Default.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 6.01 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Williamson County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

**Section 6.03 Attorneys' Fees.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

## **ARTICLE VII. REPORTING.**

**Section 7.01 District Information to be Provided to the City.** The District shall provide a copy of the following documents to the City Secretary in the manner provided in Section 8.01 of this Agreement pertaining to Notices within the timeframes specified below:

(a) Agendas: a copy of the agenda for each meeting of the District's Board concurrently with the posting of the agenda at the Williamson County Courthouse.

(b) Minutes: a copy of the minutes of all meetings of the District's Board and of any committees or subcommittees created by the District's Board within five (5) business days of the date of approval of such minutes by the District's Board, committee, or subcommittee, as applicable.

(c) Tax Rate: a copy of each order or other action setting an ad valorem tax rate to the within five (5) days after the District's Board adopts the rate.

(d) Budgets: a copy of the District's budget for each fiscal year within five (5) days after approval of each budget by the District's Board.

**Section 7.02 Financial Dormancy Affidavit, Financial Report or Audit.** The District shall file a copy of its annual financial dormancy affidavit, annual financial report or annual audit of its debt service and general fund accounts, whichever is required under the Texas Water Code, with the City Chief Financial Officer, within ten (10) days after approval of each financial dormancy affidavit, financial report or audit by the District's Board. Any audit must be prepared by an independent certified public accountant.

**Section 7.03 Other Documents.** The District shall provide copies of any other material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager, and City Chief Financial Officer within thirty (30) days after filing such notices with the applicable federal agency.

## **ARTICLE VIII. MISCELLANEOUS PROVISIONS**

**Section 8.01 Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

|                |                                                                                                                                                                       |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY:          | City of Hutto<br>Attn: Warren Hutmacher, City Manager<br>500 W. Live Oak Street<br>Hutto, Texas 78634                                                                 |
| CITY ATTORNEY: | Bojorquez Law Firm, PC<br>Attn: Alan Bojorquez<br>11675 Jollyville Road, Suite 300<br>Austin, Texas 78759                                                             |
| DEVELOPER:     | Harris & Straub, LLC<br>Attn: Joseph W. Straub<br>4408 Spicewood Springs Road<br>Austin, Texas 78759                                                                  |
| DISTRICT:      | Williamson County Municipal Utility District No. 35<br>c/o Armbrust & Brown, PLLC<br>Attn: Kevin M. Flahive<br>100 Congress Avenue, Suite 1300<br>Austin, Texas 78701 |

The parties may change their respective addresses or designate additional parties to receive copies of notices under this Agreement by giving at least five (5) days' written notice to the other parties.

**Section 8.02 Assignment.** This Agreement, and the rights of Developer hereunder, may be assigned by Developer, to a purchaser of all or a portion of the undeveloped portion of Land. Any



assignment will be in writing, specifically setting forth the assigned rights and obligations and be executed by the proposed assignee and a copy provided to the City. If Developer assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

**Section 8.03 Authority.** This Agreement is entered into under the statutory authority of Section 54.016 of the *Texas Water Code*. The parties intend that this Agreement guarantee the continuation of the extraterritorial status of the Land within the District; authorize certain general uses and development on the Land; provide for infrastructure for the Land; specify the uses and development of the Land after annexation; and provide other lawful terms and considerations relating to the Land.

**Section 8.04 Cooperation; Approvals.** The City, the District and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement. Whenever the term “approve” or “approval” is used in this Agreement, the party whose approval is required will not unreasonably withhold or delay it. Where approval is necessary, the party seeking approval may request approval in writing. If the party whose approval is requested fails to either approve the submittal or provide written comments specifically identifying the required changes within sixty (60) working days, the submittal, as submitted by the requesting party, will be deemed to have been approved by the party whose approval is requested.

**Section 8.05 Severability; Waiver.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 8.06 Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

**Section 8.07 Entire Agreement.** This Agreement contains the entire agreement of the parties regarding the subject matter hereof. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

**Section 8.08 Exhibits, Headings, Construction, and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for

convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

**Section 8.09 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 8.10 Force Majeure.** If, for any reason of force majeure, any party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then the party whose performance is so affected shall give notice of the reasons in writing to the other parties within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. The term “*force majeure*” as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, and any inability of a party to perform on account of any other cause not reasonably within the control of the party.

**Section 8.11 Notice to End Buyer.** At the time each prospective End Buyer contracts for the purchase of a lot or a home in the District, and at the time each End Buyer closes on the purchase of a lot or a home in the District, the seller shall give the End Buyer the disclosure notices required by Section 49.452 and 54.016(h)(4) of the *Texas Water Code* as well as the notice attached hereto as **Exhibit “H”**. For the purposes of this Agreement, the Parties agree that the term “End-Buyer” shall mean any owner, developer, tenant, user, or occupant of any part of the Land, regardless of proposed use, for which a City-approved final plat has been recorded in the plat records of Williamson County. This obligation of sellers of real property to give notice shall be a covenant and shall run with the land. A memorandum of agreement setting forth this obligation to give notice shall be filed of record in Williamson County, Texas.

**Section 8.12 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the Company Agreement of Developer.

**Section 8.13 Interested Parties.** Developer acknowledges that Texas Government Code Section 2252.908 (“*Section 2252.908*”) requires disclosure of certain matters by parties entering into a contract with a local government entity such as the City. Developer confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the

unique identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission (“*TEC*”); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the same time Developer executes and submits this Agreement to the City. Form 1295s are available on the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. This Agreement is not effective until the requirements listed above are satisfied and any approval of this Agreement by the City is expressly made contingent upon Developer’s compliance with these requirements. **The signed Form 1295 may be submitted to the City in an electronic format.**

**Section 8.14 Conflicts of Interest.** Developer acknowledges that Texas Local Government Code Chapter 176 (“*Chapter 176*”) requires the disclosure of certain matters by parties doing business with or proposing to do business with local government entities such as the City. Developer confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting this Agreement to the City or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

**Section 8.15 Verification Under Chapter 2270, Texas Government Code.** If required under Chapter 2270 of the Texas Government Code, Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycotts Israel” and “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer.

**Section 8.16 Verification Under Chapter 2252, Texas Government Code.** If required under Chapter 2252 of the Texas Government Code, Developer represents and warrants that, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, and posted on the following pages of the Texas Comptroller of Public Account’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Developer and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran or a foreign terrorist organization. Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Developer.

**Section 8.17 Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

|                           |   |                                         |
|---------------------------|---|-----------------------------------------|
| <b><u>Exhibit “A”</u></b> | - | Description of the Land                 |
| <b><u>Exhibit “B”</u></b> | - | Concept Plan                            |
| <b><u>Exhibit “C”</u></b> | - | Copy of the Petition                    |
| <b><u>Exhibit “D”</u></b> | - | Form of Strategic Partnership Agreement |
| <b><u>Exhibit “E”</u></b> | - | Wastewater Interceptor Line             |
| <b><u>Exhibit “F”</u></b> | - | Form of Consent Resolution              |
| <b><u>Exhibit “G”</u></b> | - | Variances                               |
| <b><u>Exhibit “H”</u></b> | - | Required District Notice                |

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date.



**COUNTERPART SIGNATURE PAGE TO**  
**CONSENT AGREEMENT**  
**[WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35]**

**DEVELOPER:**

**HARRIS & STRAUB, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
James R. Harris, Manager

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

By: \_\_\_\_\_  
Joseph. W. Straub, Manager

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

**STATE OF TEXAS**  
**COUNTY OF \_\_\_\_\_**

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021  
by, \_\_\_\_\_ of the Harris & Straub, LLC, on behalf of said limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Name printed or typed  
Commission Expires: \_\_\_\_\_



**COUNTERPART SIGNATURE PAGE TO**  
**CONSENT AGREEMENT**  
**[WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35]**

**DISTRICT:**

**WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 35**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President, Board of Directors  
Date: \_\_\_\_\_

**STATE OF TEXAS**  
  
**COUNTY OF \_\_\_\_\_**

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_  
by, \_\_\_\_\_, the \_\_\_\_\_ of Williamson County Municipal Utility  
District No. 35, on behalf of said district.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Name printed or typed  
Commission Expires: \_\_\_\_\_

## **EXHIBIT “A”**

### Land

All of that certain 299.173 acres of land, more or less, located in the James Hickman Survey Number 24, Abstract Number 291, and the William Gatlan Survey Number 23, Abstract Number 271, Williamson County, Texas, comprised of the 269.153 acre tract described by metes and bounds on Exhibit “A-1”, the 24.226 acre tract described by metes and bounds on Exhibit “A-2”, and the 5.794 acre tract described by metes and bounds on Exhibit “A-3”.

Exhibit "A-1"

Wallin Farm Tract  
271.214 ac ALTA/NSPS LTS  
7414-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 271.214 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, AND THE WILLIAM GATLAN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 99 ACRE TRACT OF LAND, (THIRD TRACT) ATTACHMENT "C" TO EXHIBIT "A", AND A CALLED 175 ACRE TRACT OF LAND (FIRST TRACT) ATTACHMENT "C" TO EXHIBIT "A", BOTH TRACTS AS CONVEYED IN AN INSTRUMENT TO WALLIN FARM & RANCH PARTNERSHIP, LTD RECORDED IN DOCUMENT NUMBER 2004043044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 271.215 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING FOR A POINT OF REFERENCE** at a Broken Texas Department of Transportation (TxDOT) Type I concrete right-of-way monument found on the east line of a called 15.01 acre tract of land conveyed unto the Hutto Independent School District in Document Number 2006015406 of the Official Public Records of Williamson County, Texas, at the northwest corner of the north terminus of County Road 163 (Apparent R.O.W. ~ Varies), no deed of record found, at a southwest corner of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, and Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Records of Williamson County, Texas, **THENCE**, S 82°35'02" E, over and across the right-of-way of said County Road 163, a distance of 42.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of the north terminus of said County Road 163, at the northwesterly corner of the remainder of said 99 acre tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, in an easterly direction, coincident with the common line of the remainder of said 99 acre tract and the south right-of-way line of F.M. 1661 the following three (3) courses;

- 1) S 82°35'02" E, a distance of 437.93 feet (Deed S 81°13' E) to a TxDOT Type I right-of-way monument found at the beginning of a non-tangent curve;
- 2) Curving to the left with a radius of 1,741.28 feet, an arc length 250.12 feet, a central angle of 08°13'48", a chord bearing of S 78°42'14" E, and a chord distance of 249.91 feet, to a Broken TxDOT Type I right-of-way monument found at the end of this curve;

Page 1 of 6

GATXC\PROJECTS\HARRIS\_STRAUB\7414-00\_WALLIN\_TRACT\_SURVEY\04\_FINALS\MIB271AC ALTA PRELIM.DOCX

{W0966513.16}

Exhibit "A-1"

- 3) S 82°49'08" E, a distance of 208.63 feet, (Deed S 81°13' E) to a 1/2-inch iron rod found at the common corner of the remainder of the 99 acre tract and a called 3.616 acre tract of land as conveyed unto Michael W. Maher II in Document Number 2019100608 of the Official Public Records of Williamson County Texas, a northerly corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the remainder of the 99 acre tract and said 3.616 acre tract, the following three (3) courses;

- 1) S 08°15'06" W, a distance of 780.51 feet, (Deed S 09°39'45" W, 780.07 feet) to a 1/2-inch iron rod found for a re-entrant corner of the herein described tract;
- 2) S 82°42'43" E, a distance of 316.94 feet, (Deed S 81°17' E, 316.27 feet) to a 1/2-inch iron rod found for a re-entrant corner of the herein described tract;
- 3) N 07°49'47" E, a distance of 754.15 feet, (Deed N 09°17'15" E) to a TxDOT Type III aluminum cap right-of-way monument found on the aforementioned curvilinear south right-of-way line of F.M. 1660, at the common corner of the remainder of the 99 acre tract and the 3.616 acre tract at the beginning of a non-tangent curve for a northerly corner of the herein described tract;

THENCE, in an easterly direction, coincident with the common line of the remainder of the 99 acre tract and the south right-of-way line of F.M. 1661 the following five (5) courses;

- 1) Curving to the left with a radius of 1040.00 feet, (Deed 1,040.00 feet) an arc length 128.94 feet, (129.38 feet) a central angle of 07°06'13" (Deed 07°07'41") a chord bearing of S 79°06'05" E, (Deed S 79°06'30" E) and a chord distance of 128.86 feet, (Deed 129.30 feet) to a TxDOT Type II right-of-way monument found at the end of this curve;
- 2) S 82°38'29" E, a distance of 217.94 feet, (Deed S 82°40' 21" E, 217.50 feet) to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at a re-entrant corner of the herein described tract corner;
- 3) N 07°44'07" E, a distance of 35.02 feet, (Deed N 07°41'37" E, 35.02 feet) to a TxDOT Type II right-of-way monument found, for a corner of the herein described tract;
- 4) S 82°37'22" E, a distance of 290.28 feet, (Deed S 81°13' E) to a 1/2-inch iron rod with a cap stamped "BGE, INC" set for an angle point of the herein described tract;

5) S 82°46'22" E, a distance of 618.46 feet, (Deed S 81°22' E, 617.7 feet) to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the common corner of the remainder of the 99 acre tract and the remainder of a 59 acre tract of land as conveyed unto Thomas A. Gola in Document Number 1998014517 of the Official Public Records of Williamson County, Texas for the northeast corner of the herein described tract;

THENCE, S 07°48'41" W, (Deed S 10° W) departing said common line, coincident with the common line of said remainder of the 59 acre tract, the remainder of the 99 acre tract and the aforementioned called 175 acre tract, passing at a distance of 5,789.93 feet a 2-inch iron pipe found on line and continuing a total distance of 5,849.02 feet to a calculated point in the center of Brushy Creek on the north line of Lot 132, The Lookout At Brushy Creek Subdivision as recorded in Cabinet Q, Slides 288-298 of the Plat Records of Williamson County, Texas, at the common corner of the remainder of the 59 acre tract and the 175 acre tract for the southeast corner of the herein described tract;

THENCE, in a northwesterly direction along the meanders of the centerline of Brushy Creek, coincident with the common line of the 175 acre tract and Lots 132, 133, & 134, said The Lookout At Brushy Creek, an area of unclear Title (old apparent R.O.W.), a called 23.4488 acre tract of land conveyed unto Ramswaroop R. Boddu A/K/A Ramswaroop Boddu and Spouse Resmi Surendran in Document Number 2008062891 of the Official Public Records of Williamson County, Texas, called 12.2254 acre tract of land conveyed unto Kelley R. Buchanan and Sammy D. Buchanan in Document Number 2011071560 of the Official Public Records of Williamson County, Texas and a called 10.286 acre tract of land conveyed unto Robert G. Vitek and Wife Vickie V. Vitek in Volume 812, Page 282 of the Deed Records of Williamson County, Texas the following eighteen (18) courses;

- 1) N 88°44'41" W, a distance of 93.69 feet to a calculated point for an angle point of the herein described tract;
- 2) N 74°40'50" W, a distance of 155.02 feet to a calculated point for an angle point of the herein described tract;
- 3) N 50°00'02" W, a distance of 106.55 feet to a calculated point for an angle point of the herein described tract;
- 4) N 08°17'00" E, a distance of 141.71 feet to a calculated point for an angle point of the herein described tract;

- 5) N 40°26'55" E, a distance of 212.66 feet to a calculated point for an angle point of the herein described tract for corner;
- 6) N 33°05'26" E, a distance of 126.52 feet to a calculated point for an angle point of the herein described tract;
- 7) N 22°46'03" W, a distance of 194.42 feet to a calculated point for an angle point of the herein described tract;
- 8) N 56°30'03" W, a distance of 365.50 feet to a calculated point for an angle point of the herein described tract;
- 9) N 69°48'10" W, a distance of 236.62 feet to a calculated point for an angle point of the herein described tract;
- 10) S 72°50'18" W, a distance of 218.77 feet to a calculated point for an angle point of the herein described tract;
- 11) N 74°42'49" W, a distance of 348.05 feet to a calculated point for an angle point of the herein described tract;
- 12) N 42°34'53" W, a distance of 207.72 feet to a calculated point for an angle point of the herein described tract;
- 13) N 39°39'54" W, a distance of 321.50 feet to a calculated point for an angle point of the herein described tract;
- 14) N 42°52'21" W, a distance of 276.61 feet to a calculated point for an angle point of the herein described tract;
- 15) N 27°16'46" W, a distance of 237.70 feet to a calculated point for an angle point of the herein described tract;
- 16) N 54°01'20" W, a distance of 140.37 feet to a calculated point for an angle point of the herein described tract;
- 17) N 75°48'19" W, a distance of 118.98 feet to a calculated point for an angle point of the herein described tract;



18) S 85°30'32" W, a distance of 105.35 feet to a calculated point at the southeast corner of the southern terminus of the aforementioned apparent right-of-way of County Road 163 at the southwest corner of the 175 acre tract for the southwest corner of the herein described tract;

THENCE, N 07°48'41" E, (Deed N 10° E ) coincident with the common line of the 175 acre tract, the remainder of the aforementioned 99 acre tract and the east apparent right-of-way line of said County Road 163, a distance of 4,236.51 feet, to the **POINT OF BEGINNING** and containing 271.214 acres of land, more or less

**Save & Except the Following:**

A 2.061 ACRE TRACT OF LAND IN THE WILLIAM GATLAN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS, OUT OF THE AFOREMENTIONED CALLED 175 ACRE TRACT OF LAND, AS DEDICATED AS THE SHILOH McCUTCHEON CEMETERY IN DOCUMENT NUMBER 2009031126 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.061 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING FOR A POINT OF REFERENCE** at a 1/2-inch iron rod with a cap stamped "BGE, INC" set on the aforementioned south right-of-way line F.M. 1660 at the northeast corner of the aforementioned remainder of a called 99 acre tract of land, THENCE, S 21°23'54" E, over and across the remainder of the 99 acre tract and the said 175 acre tract of land, a distance of 4,270.95 feet to a metal fence post found for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 18°16'19" W, a distance of 450.25 feet, (Deed S 22° W, 162 varas) to a metal fence post found for the southeast corner of the herein described tract;

THENCE, N 67°53'02" W, a distance of 207.17 feet, (Deed N 65° W, 72 varas) to a metal fence post found for the southwest corner of the herein described tract;

THENCE, N 19°52'19" E, a distance of 444.93 feet, (Deed N 22° E, 162 varas) to a metal fence post found for the northwest corner of the herein described tract;

Wallin Farm Tract  
271.214 ac ALTA/NSPS LTS  
7414-00

THENCE, S 69°15'19" E, a distance of 194.26 feet, (Deed S 65° E, 72 varas) to the **POINT OF BEGINNING** and containing 2.061 acres of land, more or less

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date





Dion P. Albertson RPLS Number 4963  
BGE, Inc.  
7330 San Pedro Ave, Suite 202  
San Antonio TX 78216  
Telephone: 210-581-3600  
TBPLS Licensed Surveying Firm Number 10194490

01/29/2020

Date

Date: January 29, 2020  
Project Number: 7414-00

Exhibit "A-2"

Wallin Farm Tract  
24.226 ac ALTA/NSPS LTS  
7414-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 24.226 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 41 ACRE TRACT OF LAND, (SECOND TRACT) ATTACHMENT "C" TO EXHIBIT "A", AS CONVEYED UNTO WALLIN FARM & RANCH PARTNERSHIP, LTD RECORDED IN DOCUMENT NUMBER 2004043044 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 24.226 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the west line of the remainder of a called 50.00 acre tract of land, (Tract A) as conveyed unto Claudia Ann Crislip in Document Number 2018083501 of the Official Public Records of Williamson County, Texas, at the easterly common corner of said remainder of the 41 acre tract and a called 1.54 acre tract of land, (Tract C) as conveyed unto Claudia Ann Crislip in said Document Number 2018083501, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 07°49'27" W, (Deed S 10° W), coincident with the common line of the remainder of the 41 acre tract and said remainder of the 50.00 acre tract, a distance of 806.91 feet to a 1/2-inch iron rod found at the northwest corner of called 1.50 tract of land conveyed unto James Lynn Crislip in Volume 2303, Page 898 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, S 07°16'17" W, coincident with the common line of the remainder of the 41 acre tract and said 1.50 acre tract, a distance of 169.67 feet to a 1/2-inch iron rod with a cap stamped "PBS&J" found at the easterly common corner of the remainder of the 41 acre tract and a called 0.178 of one acre tract of land conveyed unto Joyline Kovar in Document Number 2002015479 of the Official Public Records of Williamson County, Texas for a southeasterly corner of the herein described tract;

THENCE, N 81°57'09" W, coincident with the common line of the remainder of the 41 acre tract and said 0.178 of one acre tract, a distance of 122.52 feet, (Deed N 81°07'25" W 122.47 feet), to a 1/2-inch iron rod found at the westerly common corner of the remainder of the 41 acre tract and the 0.178 of one acre tract for a re-entrant corner of the herein described tract;

THENCE, S 07°36'03" W, (Deed S 09°03' 48" W), continuing coincident with said common line, a distance of 116.65 feet to a TxDOT Type II right-of-way monument found on the north right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Pages 602 & 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, and Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Public Records of Williamson County, Texas, at the most southerly corner of the remainder of the 41 acre tract and for the most southerly corner of the herein described tract;

THENCE, N 82°40'37" W, coincident with the common line of the remainder of the 41 acre tract and said north right-of-way line, a distance of 95.51 feet, (Deed N 82°40'21" W 95.39 feet), to a TxDOT Type II right-of-way monument found at the beginning of a non-tangent curve of the herein described tract;

THENCE, curving to the right, continuing coincident with said common line, with a radius of 890.00 feet, (Deed 890.00 feet), an arc length 48.20 feet, (Deed 48.15 feet), a central angle of 03°06'11", (Deed 03°06'00"), a chord bearing of N 81°06'38" W, (Deed N 81°07'21" W), and a chord distance of 48.19 feet, (Deed 48.15 feet), to a TxDOT Type III right-of-way monument found at the southerly common corner of the remainder of the 41 acre tract and a called 1.065 acre tract of land conveyed unto Patrick Marty and Katharine Robertson, husband and wife, in Document Number 2017104632 of the Official Public Records of Williamson County, Texas for end of this curve and a southerly corner of the herein described tract;

THENCE, N 05°46'08" E, departing said north right-of-way line, coincident with the common line of the remainder of the 41 acre tract and said 1.065 acre tract, a distance of 249.12 feet, (Deed N 07°09'45" W 243.71 feet), to a 1/2-inch iron rod with a cap stamped "HALFF & ASSOCIATES" found at the northerly common corner of the 1.065 acre tract and the remainder of the 41 acre tract for a re-entrant corner of the herein described tract;

THENCE, N 82°00'28" W, continuing coincident with said common line, a distance of 138.66 feet, (Deed N 79°54'06" W), to a 1/2-inch iron rod with a cap stamped "RPLS 4249" found at an easterly corner of the remainder of a called 1.0000 acre tract of land conveyed unto Wallin Farm & Ranch Partnership, LTD as described in Attachment "D" to Exhibit "A" in Document Number 2004043044 of the Official Public Records of Williamson County Texas, for corner of the remainder of the 41 acre tract and herein described tract;

THENCE, coincident with the common lines of the remainder of the 41 acre tract and said 1.0000 acre tract the following six (6) courses;

- 1) N 10°07'44" E, a distance of 149.60 feet, (Deed N 11°30'17" E 148.22 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for a re-entrant corner of the herein described tract;
- 2) N 81°57'05" W, a distance of 171.01 feet, (Deed N 80°33'25" W 171.02 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for a re-entrant corner of the herein described tract;
- 3) S 07°47'01" W, a distance of 79.62 feet, (Deed S 09°15'56" W 79.66 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for a corner of the herein described tract;
- 4) N 81°34'46" W, a distance of 49.96 feet, (Deed N 79°53'32" W 49.91 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for a re-entrant corner of the herein described tract;
- 5) S 19°22'07" E, a distance of 260.73 feet, (Deed S 17°55'43" E 260.71 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for an angle point of the herein described tract;
- 6) S 06°26'36" W, (Deed S 07°42'50" W), a distance of 43.28 feet to a 1/2-inch iron rod found on the aforementioned curvilinear north right-of-way line of F.M. 1660, at the southerly common corner of the remainder of the 41 acre tract and the 1.0000 acre tract at the beginning of a non-tangent curve for a southerly corner of the herein describe tract;

THENCE, coincident with the common lines of the remainder of the 41 acre tract and said right-of-way the following three (3) courses;

- 1) Curving to the right with a radius of 890.00 feet, (Deed 890.00 feet), an arc length 473.95 feet, (Deed 474.13 feet), a central angle of 30°30'42", (Deed 30°31'23" ), a chord bearing of N 48°23'02" W, (Deed N 48°23'53" W), and a chord distance of 468.37 feet, (Deed 468.54 feet to a TxDOT Type II right-of-way monument found for a point of tangency of the herein described tract;
- 2) N 33°08'26" W, a distance of 768.64 feet, (Deed N 33°08'11" W 768.64 feet), to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a westerly corner of the herein described tract;

- 3) N 07°42'09" E, a distance of 198.04 feet, (Deed N 07°42'09" E 198.08 feet), to a TxDOT Type III right-of-way monument found at the common corner of Lot 1, Block "F" and the southeast corner of the right-of-way of McCoy Lane ( R.O.W. ~ 50' ) both shown on the plat of Glenwood, Phase 4B, Final Plat, recorded in Document Number 2007051616 of the Official Public Records of Williamson County, Texas, at the northerly common corner of the remainder of the 41 acre tract and the right-of-way of F.M. 1660, for the northwest corner of the herein described tract;

THENCE, S 82°01'39" E, (Deed S 79°38'05" E), departing said common line, coincident with the common line of the remainder of the 41 acre tract and said Block "F", a distance of 243.54 feet, to a 1/2-inch iron rod with a cap stamped "McANGUS SURVEYING" found at the southerly common corner of Block "F" and the remainder of a called 367.15 acre tract of land (Exhibit "A") conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297 and 2003097298 of the Official Public Records of Williamson County, Texas for an angle point of the remainder of the 41 acre tract and the herein described tract;

THENCE, S 82°25'26" E, (Deed S 79°14'30" E), coincident with the common line of the remainder of the 41 acre tract and the remainder of said 367.15 acre tract, a distance of 222.64 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, S 82°40'21" E, continuing coincident with said common line, a distance of 882.65 feet, (Deed S 79°45'00" E 882.21 feet), to a 1/2-inch iron rod found at the southerly common corner of the remainder of the 367.15 acre tract and the aforementioned called 1.54 acre tract (Tract "C") at an angle point of the remainder of the 41 acre tract for an angle point of the herein described tract;

THENCE, S 82°45'51" E, coincident with the common line of the remainder of the 41 acre tract and said 1.54 acre tract, a distance of 51.21 feet, (Deed S 80°07'30" E 51.05 feet), to the **POINT OF BEGINNING** and containing 24.226 acres of land, more or less.



Wallin Farm Tract  
24.226 ac ALTA/NSPS LTS  
7414-00

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date

Dion P. Albertson RPLS Number 4963

01/29/2020

Date

BGE, Inc.

7330 San Pedro Ave, Suite 202

San Antonio TX 78216

Telephone: 210-581-3600

TBPLS Licensed Surveying Firm Number 10194490

Date: January 29, 2020

Project Number: 7414-00

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GATXC\PROJECTS\HARRIS\_STRAUB\7414-00\_WALLIN\_TRACT\_SURVEY\04\_FINALS\MB\TR 1-24-226\AC ALTA PRELIM\DOCX

{W0966513.16}

Exhibit "A-2"

Exhibit "A-3"

Wallin Farm Tract  
5.794 ac ALTA/NSPS LTS  
7414-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 5.794 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 41 ACRE TRACT OF LAND, (SECOND TRACT) ATTACHMENT "C" TO EXHIBIT "A", AS CONVEYED UNTO WALLIN FARM & RANCH PARTNERSHIP, LTD RECORDED IN DOCUMENT NUMBER 2004043044 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.794 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING FOR A POINT OF REFERENCE** at a 1/2-inch iron rod found on the south right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Pages 602 & 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Public Records of Williamson County, Texas, at the common corner of the remainder of a called 99 acre tract of land, (Third Tract), Attachment "C" to Exhibit "A", as conveyed unto Wallin Farm & Ranch Partnership, Ltd in Document Number 2004043044 of the Official Public Records of Williamson County, Texas and a called 3.616 acre tract of land as conveyed unto Michael W. Maher II in Document Number 2019100608 of the Official Public Records of Williamson County Texas, THENCE, N 16°20'47" W, crossing the southerly portion of said right-of-way, a distance of 88.36 feet to 1/2-inch iron rod with a cap stamped "BGE INC" set at the intersection of the interior right-of-way lines of said F.M. 1660, for the east corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with the common lines of the remainder of the 41 acre tract and said right-of-way the following six (6) courses;

- 1) N 83°07'32" W, a distance of 172.79 feet, to a 3/8-inch iron rod found in concrete for a point of curvature of the herein described tract;
- 2) Curving to the right, with a radius of 1,433.05 feet, an arc length of 233.27 feet, a central angle of 09°19'36", a chord bearing of N 78°27'44" W, and a chord distance of 233.01 feet to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found at the end of this curve and the beginning of another non-tangent curve;

- 3) Curving to the right, with a radius of 532.96 feet, (Deed 533.14 feet), an arc length of 621.45 feet, (Deed 623 feet), a central angle of  $66^{\circ}48'33''$  a chord bearing of  $N 37^{\circ}11'38'' W$ , and a chord distance of 586.84 feet to a broken TxDOT Type I right-of-way monument found at the end of this curve and the beginning of another non-tangent curve;
- 4) Curving to the right, with a radius of 1,642.70 feet, an arc length of 231.43 feet, a central angle of  $08^{\circ}04'20''$ , a chord bearing of  $N 04^{\circ}21'56'' E$ , and a chord distance of 231.24 feet to a TxDOT Type I right-of-way monument found for a point of tangency;
- 5)  $N 08^{\circ}24'06'' E$ , a distance of 9.46 feet, (Deed  $N 09^{\circ}45' E 9.20$  feet), to a TxDOT Type I right-of-way monument found for the beginning of a non-tangent curve;
- 6) Curving to the left, with a radius of 2,011.25 feet, an arc length of 182.11 feet, a central angle of  $05^{\circ}11'17''$ , a chord bearing of  $N 05^{\circ}48'27'' E$ , and a chord distance of 182.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for the north corner of the remainder of the 41 acre tract and of the herein described tract;

THENCE,  $S 33^{\circ}08'26'' E$ , coincident with the common line of the remainder of the 41 acre tract and said right-of-way line, a distance of 797.21 feet, (Deed  $S 33^{\circ}08'11'' E 797.21$  feet), to a TxDOT Type II right-of-way monument found for the beginning of a non-tangent curve;

THENCE, continuing coincident with said common line, curving to the left, with a radius of 1,040.00 feet, (Deed 1,040.00 feet), an arc length of 405.39 feet, (Deed 405.39 feet), a central angle of  $22^{\circ}20'02''$ , (Deed  $22^{\circ}20'02''$ ), a chord bearing of  $S 44^{\circ}18'16'' E$ , (Deed  $S 44^{\circ}18'12'' E$ ), and a chord distance of 402.83 feet (Deed 402.83 feet), to the **POINT OF BEGINNING** and containing 5.794 acres of land, more or less.

Wallin Farm Tract  
5.794 ac ALTA/NSPS LTS  
7414-00

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date

Dion P. Albertson RPLS Number 4963

BGE, Inc.

7330 San Pedro Ave, Suite 202

San Antonio TX 78216

Telephone: 210-581-3600

TBPLS Licensed Surveying Firm Number 10194490

01/29/2020

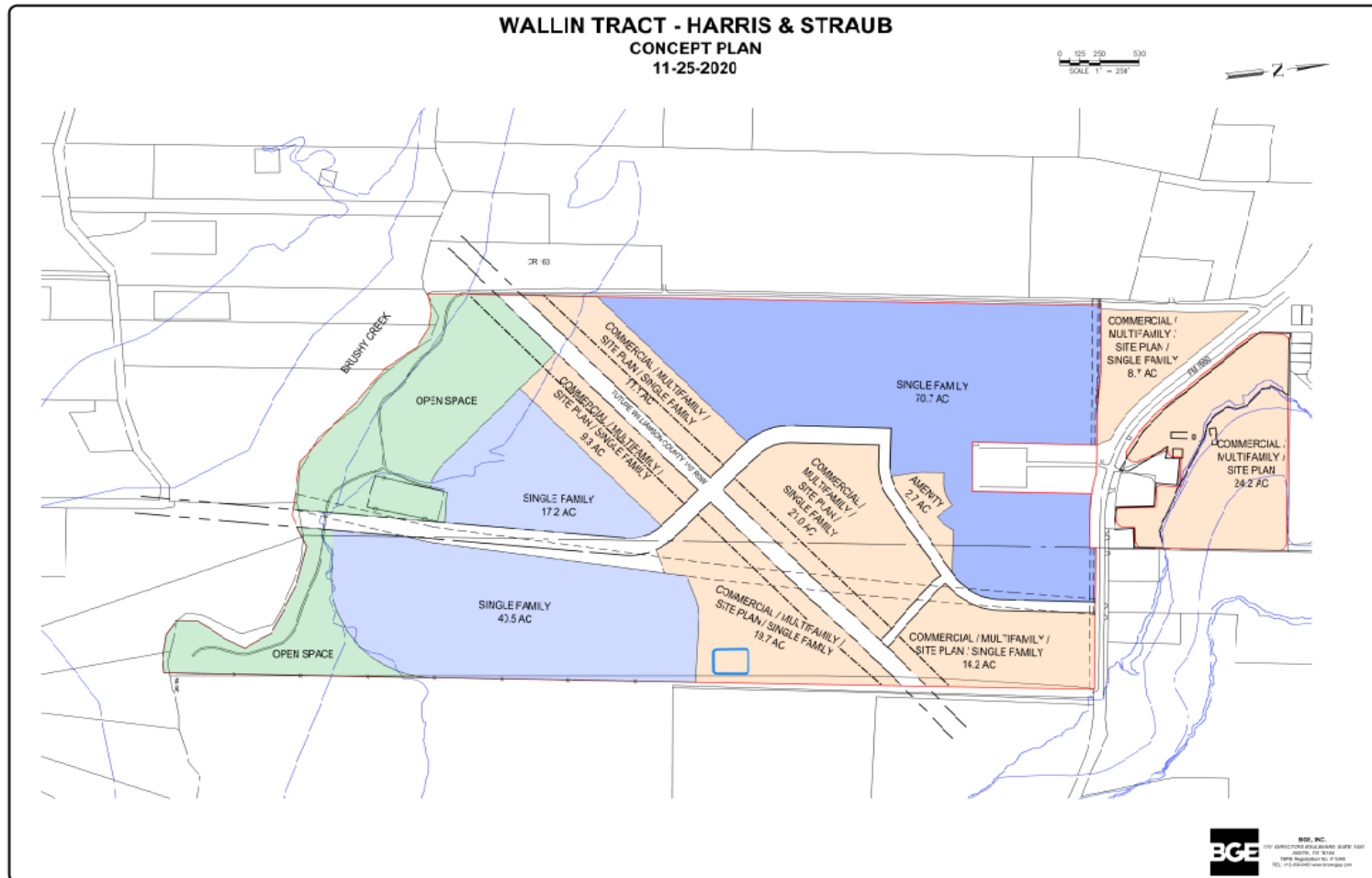
Date

Date: January 29, 2020

Project Number: 7414-00

# EXHIBIT "B"

## Concept Plan



{W0966513.16}

Exhibit "B"

## EXHIBIT "C"

Copy of Petition

### PETITION FOR CONSENT TO THE CREATION OF MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

The undersigned ("*Petitioner*"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Hutto, Texas (the "*City*"), for its written consent to the creation of a municipal utility district over the land described by metes and bounds on **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes (the "*Land*"), and, in support thereof, would show the following:

#### I.

The name of the proposed district is WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 (the "*District*").

#### II.

The District is proposed to be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code.

#### III.

The District will contain approximately 299.173 acres of land, more or less, situated in the City's extraterritorial jurisdiction in Williamson County, Texas. All of the Land proposed to be included may properly be included in the District.

#### IV.

Petitioner holds title to and is the owner of a majority in value of the Land, as indicated by the tax rolls of the Central Appraisal District of Williamson County, Texas. There are no lienholders upon the Land.

#### V.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes; the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District and to control, abate and amend local storm waters or other harmful excesses of waters; the design, acquisition, construction, financing, issuance of bonds for and conveyance of roads and improvements in aid of roads; the provision of and construction, acquisition, maintenance and operation of parks and recreational facilities and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with any or all of the purposes for which the District is created.

{W1012387.1}

{W0966513.16}

Exhibit "C"



VI.

There is a necessity for the above-described work, because there is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, roadway system or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and adjacent areas require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, roadway system, parks and recreational facilities and other facilities and systems. A public necessity, therefore, exists for the creation of the District in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, roadway system, parks and recreational facilities and other systems to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's project, and it is now estimated by Petitioner, from such information as it has available at this time, that such cost will be approximately \$90,000,000.

VIII.

Petitioner, by submission of this petition, requests the City's consent to the creation of the District and to the inclusion of the Land within the District.

WHEREFORE, Petitioner prays that this petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED to be effective as of November 12, 2020.

{W1012387.1}

2

{W0966513.16}

Exhibit "C"

PETITIONER:

WALLIN FARM & RANCH PARTNERSHIP, LTD.,  
a Texas limited partnership

By: WALLIN FARM & RANCH GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Joyline Wallin Kovar  
Joyline Wallin Kovar, Treasurer

THE STATE OF TEXAS

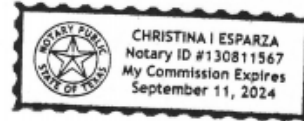
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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 16 day of November, 2020, by Joyline Wallin Kovar, Treasurer of Wallin Farm & Ranch GP, LLC, a Texas limited liability company, the General Partner of Wallin Farm & Ranch Partnership, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Christina I. Esparza  
Notary Public, State of Texas



{W1012387.1}

3

{W0966513.16}

Exhibit "C"

EXHIBIT "A"

Land

All of that certain 299.173 acres of land, more or less, located in the James Hickman Survey Number 24, Abstract Number 291, and the William Gatlan Survey Number 23, Abstract Number 271, Williamson County, Texas, comprised of the 269.153 acre tract described by metes and bounds on Exhibit "A-1", the 24.226 acre tract described by metes and bounds on Exhibit "A-2", and the 5.794 acre tract described by metes and bounds on Exhibit "A-3".

{W1012387.1}

Exhibit "A"

{W0966513.16}

Exhibit "C"

Exhibit "A-1"

Wallin Farm Tract  
271.214 ac ALTA/NSPS LTS  
7414-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 271.214 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, AND THE WILLIAM GATLAN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 99 ACRE TRACT OF LAND, (THIRD TRACT) ATTACHMENT "C" TO EXHIBIT "A", AND A CALLED 175 ACRE TRACT OF LAND (FIRST TRACT) ATTACHMENT "C" TO EXHIBIT "A", BOTH TRACTS AS CONVEYED IN AN INSTRUMENT TO WALLIN FARM & RANCH PARTNERSHIP, LTD. RECORDED IN DOCUMENT NUMBER 2004043044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 271.215 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING FOR A POINT OF REFERENCE** at a Broken Texas Department of Transportation (TxDOT) Type I concrete right-of-way monument found on the east line of a called 15.01 acre tract of land conveyed unto the Hutto Independent School District in Document Number 2006015406 of the Official Public Records of Williamson County, Texas, at the northwest corner of the north terminus of County Road 163 (Apparent R.O.W. ~ Varies), no deed of record found, at a southwest corner of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, and Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Records of Williamson County, Texas, **THENCE**, S 82°35'02" E, over and across the right-of-way of said County Road 163, a distance of 42.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of the north terminus of said County Road 163, at the northwesterly corner of the remainder of said 99 acre tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, in an easterly direction, coincident with the common line of the remainder of said 99 acre tract and the south right-of-way line of F.M. 1661 the following three (3) courses;

- 1) S 82°35'02" E, a distance of 437.93 feet (Deed S 81°13' E) to a TxDOT Type I right-of-way monument found at the beginning of a non-tangent curve;
- 2) Curving to the left with a radius of 1,741.28 feet, an arc length 250.12 feet, a central angle of 08°13'48", a chord bearing of S 78°42'14" E, and a chord distance of 249.91 feet, to a Broken TxDOT Type I right-of-way monument found at the end of this curve;

Page 1 of 6

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{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

- 3) S 82°49'08" E, a distance of 208.63 feet, (Deed S 81°13' E) to a 1/2-inch iron rod found at the common corner of the remainder of the 99 acre tract and a called 3.616 acre tract of land as conveyed unto Michael W. Maher II in Document Number 2019100608 of the Official Public Records of Williamson County Texas, a northerly corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the remainder of the 99 acre tract and said 3.616 acre tract, the following three (3) courses;

- 1) S 08°15'06" W, a distance of 780.51 feet, (Deed S 09°39'45" W, 780.07 feet) to a 1/2-inch iron rod found for a re-entrant corner of the herein described tract;
- 2) S 82°42'43" E, a distance of 316.94 feet, (Deed S 81°17' E, 316.27 feet) to a 1/2-inch iron rod found for a re-entrant corner of the herein described tract;
- 3) N 07°49'47" E, a distance of 754.15 feet, (Deed N 09°17'15" E) to a TxDOT Type III aluminum cap right-of-way monument found on the aforementioned curvilinear south right-of-way line of F.M. 1660, at the common corner of the remainder of the 99 acre tract and the 3.616 acre tract at the beginning of a non-tangent curve for a northerly corner of the herein described tract;

THENCE, in an easterly direction, coincident with the common line of the remainder of the 99 acre tract and the south right-of-way line of F.M. 1661 the following five (5) courses;

- 1) Curving to the left with a radius of 1040.00 feet, (Deed 1,040.00 feet) an arc length 128.94 feet, (129.38 feet) a central angle of 07°06'13" (Deed 07°07'41") a chord bearing of S 79°06'05" E, (Deed S 79°06'30" E) and a chord distance of 128.86 feet, (Deed 129.30 feet) to a TxDOT Type II right-of-way monument found at the end of this curve;
- 2) S 82°38'29" E, a distance of 217.94 feet, (Deed S 82°40' 21" E, 217.50 feet) to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at a re-entrant corner of the herein described tract corner;
- 3) N 07°44'07" E, a distance of 35.02 feet, (Deed N 07°41'37" E, 35.02 feet) to a TxDOT Type II right-of-way monument found, for a corner of the herein described tract;
- 4) S 82°37'22" E, a distance of 290.28 feet, (Deed S 81°13' E) to a 1/2-inch iron rod with a cap stamped "BGE, INC" set for an angle point of the herein described tract;

{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

5) S 82°46'22" E, a distance of 618.46 feet, (Deed S 81°22' E, 617.7 feet) to a 1/2-inch iron rod with a cap stamped "BGE, INC" set at the common corner of the remainder of the 99 acre tract and the remainder of a 59 acre tract of land as conveyed unto Thomas A. Gola in Document Number 1998014517 of the Official Public Records of Williamson County, Texas for the northeast corner of the herein described tract;

THENCE, S 07°48'41" W, (Deed S 10° W) departing said common line, coincident with the common line of said remainder of the 59 acre tract, the remainder of the 99 acre tract and the aforementioned called 175 acre tract, passing at a distance of 5,789.93 feet a 2-inch iron pipe found on line and continuing a total distance of 5,849.02 feet to a calculated point in the center of Brushy Creek on the north line of Lot 132, The Lookout At Brushy Creek Subdivision as recorded in Cabinet Q, Slides 288-298 of the Plat Records of Williamson County, Texas, at the common corner of the remainder of the 59 acre tract and the 175 acre tract for the southeast corner of the herein described tract;

THENCE, in a northwesterly direction along the meanders of the centerline of Brushy Creek, coincident with the common line of the 175 acre tract and Lots 132, 133, & 134, said The Lookout At Brushy Creek, an area of unclear Title (old apparent R.O.W.), a called 23.4488 acre tract of land conveyed unto Ramswaroop R. Boddu A/K/A Ramswaroop Boddu and Spouse Resmi Surendran in Document Number 2008062891 of the Official Public Records of Williamson County, Texas, called 12.2254 acre tract of land conveyed unto Kelley R. Buchanan and Sammy D. Buchanan in Document Number 2011071560 of the Official Public Records of Williamson County, Texas and a called 10.286 acre tract of land conveyed unto Robert G. Vitek and Wife Vickie V. Vitek in Volume 812, Page 282 of the Deed Records of Williamson County, Texas the following eighteen (18) courses;

- 1) N 88°44'41" W, a distance of 93.69 feet to a calculated point for an angle point of the herein described tract;
- 2) N 74°40'50" W, a distance of 155.02 feet to a calculated point for an angle point of the herein described tract;
- 3) N 50°00'02" W, a distance of 106.55 feet to a calculated point for an angle point of the herein described tract;
- 4) N 08°17'00" E, a distance of 141.71 feet to a calculated point for an angle point of the herein described tract;

{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"



- 5) N 40°26'55" E, a distance of 212.66 feet to a calculated point for an angle point of the herein described tract for corner;
- 6) N 33°05'26" E, a distance of 126.52 feet to a calculated point for an angle point of the herein described tract;
- 7) N 22°46'03" W, a distance of 194.42 feet to a calculated point for an angle point of the herein described tract;
- 8) N 56°30'03" W, a distance of 365.50 feet to a calculated point for an angle point of the herein described tract;
- 9) N 69°48'10" W, a distance of 236.62 feet to a calculated point for an angle point of the herein described tract;
- 10) S 72°50'18" W, a distance of 218.77 feet to a calculated point for an angle point of the herein described tract;
- 11) N 74°42'49" W, a distance of 348.05 feet to a calculated point for an angle point of the herein described tract;
- 12) N 42°34'53" W, a distance of 207.72 feet to a calculated point for an angle point of the herein described tract;
- 13) N 39°39'54" W, a distance of 321.50 feet to a calculated point for an angle point of the herein described tract;
- 14) N 42°52'21" W, a distance of 276.61 feet to a calculated point for an angle point of the herein described tract;
- 15) N 27°16'46" W, a distance of 237.70 feet to a calculated point for an angle point of the herein described tract;
- 16) N 54°01'20" W, a distance of 140.37 feet to a calculated point for an angle point of the herein described tract;
- 17) N 75°48'19" W, a distance of 118.98 feet to a calculated point for an angle point of the herein described tract;

{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

18) S 85°30'32" W, a distance of 105.35 feet to a calculated point at the southeast corner of the southern terminus of the aforementioned apparent right-of-way of County Road 163 at the southwest corner of the 175 acre tract for the southwest corner of the herein described tract;

THENCE, N 07°48'41" E, (Deed N 10° E ) coincident with the common line of the 175 acre tract, the remainder of the aforementioned 99 acre tract and the east apparent right-of-way line of said County Road 163, a distance of 4,236.51 feet, to the **POINT OF BEGINNING** and containing 271.214 acres of land, more or less

**Save & Except the Following:**

A 2.061 ACRE TRACT OF LAND IN THE WILLIAM GATLAN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS, OUT OF THE AFOREMENTIONED CALLED 175 ACRE TRACT OF LAND, AS DEDICATED AS THE SHILOH McCUTCHEON CEMETERY IN DOCUMENT NUMBER 2009031126 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.061 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING FOR A POINT OF REFERENCE** at a 1/2-inch iron rod with a cap stamped "BGE, INC" set on the aforementioned south right-of-way line F.M. 1660 at the northeast corner of the aforementioned remainder of a called 99 acre tract of land, THENCE, S 21°23'54" E, over and across the remainder of the 99 acre tract and the said 175 acre tract of land, a distance of 4,270.95 feet to a metal fence post found for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 18°16'19" W, a distance of 450.25 feet, (Deed S 22° W, 162 varas) to a metal fence post found for the southeast corner of the herein described tract;

THENCE, N 67°53'02" W, a distance of 207.17 feet, (Deed N 65° W, 72 varas) to a metal fence post found for the southwest corner of the herein described tract;

THENCE, N 19°52'19" E, a distance of 444.93 feet, (Deed N 22° E, 162 varas) to a metal fence post found for the northwest corner of the herein described tract;

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{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

Wallin Farm Tract  
271.214 ac ALTA/NSPS LTS  
7414-00

THENCE, S 69°15'19" E, a distance of 194.26 feet, (Deed S 65° E, 72 varas) to the **POINT OF BEGINNING** and containing 2.061 acres of land, more or less

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date





01/29/2020

Date

Dion P. Albertson RPLS Number 4963  
BGE, Inc.  
7330 San Pedro Ave, Suite 202  
San Antonio TX 78216  
Telephone: 210-581-3600  
TBPLS Licensed Surveying Firm Number 10194490

Date: January 29, 2020  
Project Number: 7414-00

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{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

Exhibit "A-2"

Wallin Farm Tract  
24.226 ac ALTA/NSPS LTS  
7414-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 24.226 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 41 ACRE TRACT OF LAND, (SECOND TRACT) ATTACHMENT "C" TO EXHIBIT "A", AS CONVEYED UNTO WALLIN FARM & RANCH PARTNERSHIP, LTD. RECORDED IN DOCUMENT NUMBER 2004043044 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 24.226 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the west line of the remainder of a called 50.00 acre tract of land, (Tract A) as conveyed unto Claudia Ann Crislip in Document Number 2018083501 of the Official Public Records of Williamson County, Texas, at the easterly common corner of said remainder of the 41 acre tract and a called 1.54 acre tract of land, (Tract C) as conveyed unto Claudia Ann Crislip in said Document Number 2018083501, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 07°49'27" W, (Deed S 10° W), coincident with the common line of the remainder of the 41 acre tract and said remainder of the 50.00 acre tract, a distance of 806.91 feet to a 1/2-inch iron rod found at the northwest corner of called 1.50 tract of land conveyed unto James Lynn Crislip in Volume 2303, Page 898 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, S 07°16'17" W, coincident with the common line of the remainder of the 41 acre tract and said 1.50 acre tract, a distance of 169.67 feet to a 1/2-inch iron rod with a cap stamped "PBS&J" found at the easterly common corner of the remainder of the 41 acre tract and a called 0.178 of one acre tract of land conveyed unto Joyline Kovar in Document Number 2002015479 of the Official Public Records of Williamson County, Texas for a southeasterly corner of the herein described tract;

THENCE, N 81°57'09" W, coincident with the common line of the remainder of the 41 acre tract and said 0.178 of one acre tract, a distance of 122.52 feet, (Deed N 81°07'25" W 122.47 feet), to a 1/2-inch iron rod found at the westerly common corner of the remainder of the 41 acre tract and the 0.178 of one acre tract for a re-entrant corner of the herein described tract;

Page 1 of 5

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{W1012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"

THENCE, S 07°36'03" W, (Deed S 09°03' 48" W), continuing coincident with said common line, a distance of 116.65 feet to a TxDOT Type II right-of-way monument found on the north right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Pages 602 & 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, and Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Public Records of Williamson County, Texas, at the most southerly corner of the remainder of the 41 acre tract and for the most southerly corner of the herein described tract;

THENCE, N 82°40'37" W, coincident with the common line of the remainder of the 41 acre tract and said north right-of-way line, a distance of 95.51 feet, (Deed N 82°40'21" W 95.39 feet), to a TxDOT Type II right-of-way monument found at the beginning of a non-tangent curve of the herein described tract;

THENCE, curving to the right, continuing coincident with said common line, with a radius of 890.00 feet, (Deed 890.00 feet), an arc length 48.20 feet, (Deed 48.15 feet), a central angle of 03°06'11", (Deed 03°06'00"), a chord bearing of N 81°06'38" W, (Deed N 81°07'21" W), and a chord distance of 48.19 feet, (Deed 48.15 feet), to a TxDOT Type III right-of-way monument found at the southerly common corner of the remainder of the 41 acre tract and a called 1.065 acre tract of land conveyed unto Patrick Marty and Katharine Robertson, husband and wife, in Document Number 2017104632 of the Official Public Records of Williamson County, Texas for end of this curve and a southerly corner of the herein described tract;

THENCE, N 05°46'08" E, departing said north right-of-way line, coincident with the common line of the remainder of the 41 acre tract and said 1.065 acre tract, a distance of 249.12 feet, (Deed N 07°09'45" W 243.71 feet), to a 1/2-inch iron rod with a cap stamped "HALFF & ASSOCIATES" found at the northerly common corner of the 1.065 acre tract and the remainder of the 41 acre tract for a re-entrant corner of the herein described tract;

THENCE, N 82°00'28" W, continuing coincident with said common line, a distance of 138.66 feet, (Deed N 79°54'06" W), to a 1/2-inch iron rod with a cap stamped "RPLS 4249" found at an easterly corner of the remainder of a called 1.0000 acre tract of land conveyed unto Wallin Farm & Ranch Partnership, LTD as described in Attachment "D" to Exhibit "A" in Document Number 2004043044 of the Official Public Records of Williamson County Texas, for corner of the remainder of the 41 acre tract and herein described tract;

THENCE, coincident with the common lines of the remainder of the 41 acre tract and said 1.0000 acre tract the following six (6) courses;

Page 2 of 5

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{W1012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"

- 1) N 10°07'44" E, a distance of 149.60 feet, (Deed N 11°30'17" E 148.22 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for a re-entrant corner of the herein described tract;
- 2) N 81°57'05" W, a distance of 171.01 feet, (Deed N 80°33'25" W 171.02 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for a re-entrant corner of the herein described tract;
- 3) S 07°47'01" W, a distance of 79.62 feet, (Deed S 09°15'56" W 79.66 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for a corner of the herein described tract;
- 4) N 81°34'46" W, a distance of 49.96 feet, (Deed N 79°53'32" W 49.91 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for a re-entrant corner of the herein described tract;
- 5) S 19°22'07" E, a distance of 260.73 feet, (Deed S 17°55'43" E 260.71 feet), to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found for an angle point of the herein described tract;
- 6) S 06°26'36" W, (Deed S 07°42'50" W), a distance of 43.28 feet to a 1/2-inch iron rod found on the aforementioned curvilinear north right-of-way line of F.M. 1660, at the southerly common corner of the remainder of the 41 acre tract and the 1.0000 acre tract at the beginning of a non-tangent curve for a southerly corner of the herein describe tract;

THENCE, coincident with the common lines of the remainder of the 41 acre tract and said right-of-way the following three (3) courses;

- 1) Curving to the right with a radius of 890.00 feet, (Deed 890.00 feet), an arc length 473.95 feet, (Deed 474.13 feet), a central angle of 30°30'42", (Deed 30°31'23" ), a chord bearing of N 48°23'02" W, (Deed N 48°23'53" W), and a chord distance of 468.37 feet, (Deed 468.54 feet to a TxDOT Type II right-of-way monument found for a point of tangency of the herein described tract;
- 2) N 33°08'26" W, a distance of 768.64 feet, (Deed N 33°08'11" W 768.64 feet), to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a westerly corner of the herein described tract;

{W1012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"



- 3) N 07°42'09" E, a distance of 198.04 feet, (Deed N 07°42'09" E 198.08 feet), to a TxDOT Type III right-of-way monument found at the common corner of Lot 1, Block "F" and the southeast corner of the right-of-way of McCoy Lane ( R.O.W. ~ 50' ) both shown on the plat of Glenwood, Phase 4B, Final Plat, recorded in Document Number 2007051616 of the Official Public Records of Williamson County, Texas, at the northerly common corner of the remainder of the 41 acre tract and the right-of-way of F.M. 1660, for the northwest corner of the herein described tract;

THENCE, S 82°01'39" E, (Deed S 79°38'05" E), departing said common line, coincident with the common line of the remainder of the 41 acre tract and said Block "F", a distance of 243.54 feet, to a 1/2-inch iron rod with a cap stamped "McANGUS SURVEYING" found at the southerly common corner of Block "F" and the remainder of a called 367.15 acre tract of land (Exhibit "A") conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297 and 2003097298 of the Official Public Records of Williamson County, Texas for an angle point of the remainder of the 41 acre tract and the herein described tract;

THENCE, S 82°25'26" E, (Deed S 79°14'30" E), coincident with the common line of the remainder of the 41 acre tract and the remainder of said 367.15 acre tract, a distance of 222.64 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, S 82°40'21" E, continuing coincident with said common line, a distance of 882.65 feet, (Deed S 79°45'00" E 882.21 feet), to a 1/2-inch iron rod found at the southerly common corner of the remainder of the 367.15 acre tract and the aforementioned called 1.54 acre tract (Tract "C") at an angle point of the remainder of the 41 acre tract for an angle point of the herein described tract;

THENCE, S 82°45'51" E, coincident with the common line of the remainder of the 41 acre tract and said 1.54 acre tract, a distance of 51.21 feet, (Deed S 80°07'30" E 51.05 feet), to the **POINT OF BEGINNING** and containing 24.226 acres of land, more or less.

{W1012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"

Wallin Farm Tract  
24.226 ac ALTA/NSPS LTS  
7414-00

I hereby certify that these notes were prepared from a survey made on the ground by employees  
BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited  
herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of  
survey with like job number and date

Dion P. Albertson RPLS Number 4963  
BGE, Inc.  
7330 San Pedro Ave, Suite 202  
San Antonio TX 78216  
Telephone: 210-581-3600  
TBPLS Licensed Surveying Firm Number 10194490

01/29/2020  
Date

Date: January 29, 2020  
Project Number: 7414-00

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{W1012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"

Exhibit "A-3"

Wallin Farm Tract  
5.794 ac ALTA/NSPS LTS  
7414-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 5.794 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 41 ACRE TRACT OF LAND, (SECOND TRACT) ATTACHMENT "C" TO EXHIBIT "A", AS CONVEYED UNTO WALLIN FARM & RANCH PARTNERSHIP, LTD RECORDED IN DOCUMENT NUMBER 2004043044 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.794 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING FOR A POINT OF REFERENCE** at a 1/2-inch iron rod found on the south right-of-way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Pages 602 & 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Public Records of Williamson County, Texas, at the common corner of the remainder of a called 99 acre tract of land, (Third Tract), Attachment "C" to Exhibit "A", as conveyed unto Wallin Farm & Ranch Partnership, Ltd in Document Number 2004043044 of the Official Public Records of Williamson County, Texas and a called 3.616 acre tract of land as conveyed unto Michael W. Maher II in Document Number 2019100608 of the Official Public Records of Williamson County Texas, THENCE, N 16°20'47" W, crossing the southerly portion of said right-of-way, a distance of 88.36 feet to ½-inch iron rod with a cap stamped "BGE INC" set at the intersection of the interior right-of-way lines of said F.M. 1660, for the east corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with the common lines of the remainder of the 41 acre tract and said right-of-way the following six (6) courses;

- 1) N 83°07'32" W, a distance of 172.79 feet, to a 3/8-inch iron rod found in concrete for a point of curvature of the herein described tract;
- 2) Curving to the right, with a radius of 1,433.05 feet, an arc length of 233.27 feet, a central angle of 09°19'36", a chord bearing of N 78°27'44" W, and a chord distance of 233.01 feet to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found at the end of this curve and the beginning of another non-tangent curve;

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{W1012387.1}

Exhibit "A-3"

{W0966513.16}

Exhibit "C"

- 3) Curving to the right, with a radius of 532.96 feet, (Deed 533.14 feet), an arc length of 621.45 feet, (Deed 623 feet), a central angle of 66°48'33" a chord bearing of N 37°11'38" W., and a chord distance of 586.84 feet to a broken TxDOT Type I right-of-way monument found at the end of this curve and the beginning of another non-tangent curve;
- 4) Curving to the right, with a radius of 1,642.70 feet, an arc length of 231.43 feet, a central angle of 08°04'20", a chord bearing of N 04°21'56" E, and a chord distance of 231.24 feet to a TxDOT Type I right-of-way monument found for a point of tangency;
- 5) N 08°24'06" E, a distance of 9.46 feet, (Deed N 09°45' E 9.20 feet), to a TxDOT Type I right-of-way monument found for the beginning of a non-tangent curve;
- 6) Curving to the left, with a radius of 2,011.25 feet, an arc length of 182.11 feet, a central angle of 05°11'17", a chord bearing of N 05°48'27" E, and a chord distance of 182.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for the north corner of the remainder of the 41 acre tract and of the herein described tract;

THENCE, S 33°08'26" E, coincident with the common line of the remainder of the 41 acre tract and said right-of-way line, a distance of 797.21 feet, (Deed S 33°08'11" E 797.21 feet), to a TxDOT Type II right-of-way monument found for the beginning of a non-tangent curve;

THENCE, continuing coincident with said common line, curving to the left, with a radius of 1,040.00 feet, (Deed 1,040.00 feet), an arc length of 405.39 feet, (Deed 405.39 feet), a central angle of 22°20'02", (Deed 22°20'02"), a chord bearing of S 44°18'16" E, (Deed S 44°18'12" E), and a chord distance of 402.83 feet (Deed 402.83 feet), to the **POINT OF BEGINNING** and containing 5.794 acres of land, more or less.

{W1012387.1}

Exhibit "A-3"

{W0966513.16}

Exhibit "C"

Wallin Farm Tract  
5.794 ac ALTA/NSPS LTS  
7414-00

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date

Dion P. Albertson RPLS Number 4963

01/29/2020

Date

BGE, Inc.

7330 San Pedro Ave, Suite 202

San Antonio TX 78216

Telephone: 210-581-3600

TBPLS Licensed Surveying Firm Number 10194490

Date: January 29, 2020

Project Number: 7414-00

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{W1012387.1}

Exhibit "A-3"

{W0966513.16}

Exhibit "C"

**EXHIBIT “D”**

Form of Strategic Partnership Agreement

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN  
THE CITY OF HUTTO, TEXAS AND  
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35**

THE STATE OF TEXAS                   §  
                                                  §  
COUNTY OF WILLIAMSON           §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this “*Agreement*”) is entered into by and between the City of Hutto, Texas (the “*City*”) and Williamson County Municipal Utility District No. 35 (the “*District*”).

**RECITALS**

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

**WHEREAS**, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

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

**WHEREAS**, Section 43.0751 of the Texas Local Government Code (the “*Act*”) authorizes the City and the District to negotiate and enter this Agreement; and

**WHEREAS**, the District encompasses approximately 299.173 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted on **Exhibit “A”** and more fully described on **Exhibit “B”** attached to this Agreement (the “*Development*”); and

**WHEREAS**, \_\_\_\_\_ (“*Owner*”) has represented to the City and the District that it owns or controls the Development; and

**WHEREAS**, certain areas within the Development may be developed for commercial uses; and

**WHEREAS**, the City desires to annex the commercial use areas of the Development for limited purposes, including imposing and collecting sales and use taxes within such areas; and

**WHEREAS**, subject to the terms and conditions of this Agreement, the District is willing to allow the City to annex commercial use areas of the Development for limited purposes, including imposing and collecting sales and use taxes within such areas; and

**WHEREAS**, to facilitate the limited purpose annexation by the City of the commercial use areas of the Development, Owner submitted to the City a petition requesting and consenting



to the limited purpose annexation of the portion of the Development depicted on **Exhibit “C”** and described on **Exhibit “D”** attached to this Agreement (the “*Original Limited Purpose Property*”); and

**WHEREAS**, pursuant to the Act and Owner’s petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the annexation by the City of the Original Limited Purpose Property for limited purposes, which include imposing and collecting sales and use taxes within the commercial use areas of the Original Limited Purpose Property; and

**WHEREAS**, the District provided notice of two public hearings in accordance with all applicable laws; and

**WHEREAS**, the board of directors of the District (the “*Board*”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

**WHEREAS**, the Board approved and adopted this Agreement on \_\_\_\_\_, 202\_, in open session at a meeting held in accordance with all applicable laws; and

**WHEREAS**, the City provided notice of two public hearings in accordance with all applicable laws; and

**WHEREAS**, the City Council of the City (the “*City Council*”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

**WHEREAS**, the City Council approved and adopted this Agreement on \_\_\_\_\_, 202\_, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

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

**WHEREAS**, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

**WHEREAS**, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits for the City and the District that are reasonable and equitable;

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

#### **ARTICLE I. RECITALS**

Section 1.1           The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

## **ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY**

Section 2.1        Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2        Effective Date. The effective date of this Agreement (the “*Effective Date*”) is the date it is approved and adopted by the City Council.

Section 2.3        Filing in Property Records. This Agreement shall be filed in the Real Property Records of Williamson County, Texas.

Section 2.4        Limited Purpose Annexation of Original Limited Purpose Property. The Parties agree that the City may annex the Original Limited Purpose Property for the limited purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the “*Tax Code*”) to be imposed by the City on sales consummated within the Original Limited Purpose Property. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Original Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Original Limited Purpose Property upon the Effective Date.

Section 2.5        Limited Purpose Annexation of Additional Commercial Property. If in the future any non-commercial land within the District as of the Effective Date is converted to any commercial use that contains eligible commercial activities for purposes of imposing sales and use taxes as allowed by the Tax Code, the Parties agree that the City may annex such additional commercial land (the “*Additional Limited Purpose Property*”) for the limited purpose of imposing sales and use taxes pursuant to this Agreement. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Additional Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance.

Section 2.6        Limited Purpose Annexation of Connecting Land. The Parties further agree that the City may limited purpose annex additional land within the District (up to a maximum width of 1,001 feet) as reasonably necessary to connect the Original Limited Purpose Property or any Additional Limited Purpose Property to the corporate or extraterritorial limits of the City (the “*Connecting Limited Purpose Property*”). The City may annex Connecting Limited Purpose Property for the limited purpose of imposing sales and use taxes pursuant to this Agreement. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Connecting Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance.

Section 2.7        Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, the Original Limited Purpose Property, any Additional Limited

Purpose Property, and any Connecting Limited Purpose Property shall collectively be referred to as the “Limited Purpose Property”; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the “Sales and Use Tax Revenues”).

Section 2.8        Library and Police Services. From and after the date of the limited purpose annexation, the City shall provide library and police services to the Limited Purpose Property to the same extent it provides such services to in-City properties. The Parties shall enter into an agreement for the provision of such services and for the payment of such services at a cost comparable to the costs incurred by the City for the provision of such services.

Section 2.9        Public Infrastructure. Subject to Sections 2.4 through 2.8 above and the terms and provisions of the Consent Agreement, the City’s limited purpose annexation of the Limited Purpose Property will not give rise to or be deemed an assumption of any additional obligations with respect to funding, maintenance, repair or ownership of any public infrastructure located within the Limited Purpose Property. Only upon the expiration of this Agreement resulting in full purpose annexation of the District, will the City acquire, operate and maintain such public infrastructure.

Section 2.10       Consent to Limited Purpose Annexation. The District on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Limited Purpose Property solely for the purposes provided in this Agreement. The District consents to such annexations, from time to time, and to the collection of sales and use tax revenues by the City within the Limited Purpose Property. Such consent shall bind the District and each Owner and future Owner of land within the District.

Section 2.11       Limited District. The District is not a limited district as defined in Subsection (a)(2) of the Act.

### **ARTICLE III. TAXATION**

Section 3.1        Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

Section 3.2        Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, after the City Council annexes the Limited Purpose Property for limited purposes.

### **ARTICLE IV. FULL PURPOSE ANNEXATION**

Section 4.1       Subsection C-1 Full Purpose Annexation. The Development is exempt from the municipal annexation plan requirements pursuant to Section 43.052 of the Texas Local Government Code. Consequently, the District consents, on its behalf and on behalf of all current and future owners of land included within the District, to the full purpose annexation of the Development in accordance with the procedures set forth in Chapter 43, Subchapter C-1, of the Texas Local Government Code.

Section 4.2 Conversion Date Full Purpose Annexation. Pursuant to Subsection (h) of the Act, the Limited Purpose Property shall be deemed to be within the full-purpose boundary limits of the City upon the Full Purpose Annexation Conversion Date without any further action by the City Council. For purposes of this Section 4.2, the Full Purpose Annexation Conversion Date is the date upon which the City Council adopts an ordinance that includes the Limited Purpose Property within the full-purpose boundary limits of the City. The Full Purpose Annexation Conversion Date may be altered only by mutual agreement of the District and the City.

Section 4.3 Conversion of Land to Full Purpose Annexation Status. The City may convert the Land within the District to full purpose annexation status at such time as it determines such conversion to be appropriate, subject to the terms of the Consent Agreement and this Agreement, but, except as otherwise provided in the Consent Agreement, in no event sooner than December 31, 2050. In accordance with Sections 43.0751(f)(5) and 43.0751(h), Texas Local Government Code, the District and the City agree that any land within the District which has not been previously annexed by the City for full purposes may be converted to full purpose annexation status on or after December 31, 2050, at the City's sole discretion. This full purpose annexation conversion may be effected by City Council adoption of an ordinance including the area of the District within the full purpose City limits. Except as set out in this Agreement, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

#### **ARTICLE V. TERM**

Section 5.1 This Agreement commences on the Effective Date and continues until the City annexes the Limited Purpose Property for full purposes or disannexes the Limited Purpose Property.

#### **ARTICLE VI. BREACH, NOTICE AND REMEDIES**

Section 6.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 6.2 Cure of Breach. The breaching Party shall commence curing the breach within 15 calendar days after receipt of the Notice of the breach and shall complete the cure within 30 days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such 30-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such 30-day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 6.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall

be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

## **ARTICLE VII. ADDITIONAL PROVISIONS**

Section 7.1            Voting: Municipal Office. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election. Pursuant to Section 43.130(b) of the Act, residents of the Property will not be eligible to be a candidate for or to be elected to a municipal office until and unless the Development is annexed into the City for full purposes.

Section 7.2            Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) 10 business days after the Notice is sent by facsimile or email with a confirming copy sent by United States mail within 48 hours after the facsimile or email is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

|               |                                                                                                                                                                       |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY:         | City of Hutto<br>Attn: Warren Hutmacher, City Manager<br>500 W. Live Oak Street<br>Hutto, Texas 78634                                                                 |
| With copy to: | Bojorquez Law Firm, PC<br>Attn: Alan Bojorquez<br>11675 Jollyville Road, Suite 300<br>Austin, Texas 78759                                                             |
| DISTRICT:     | Williamson County Municipal Utility District No. 35<br>c/o Armbrust & Brown, PLLC<br>Attn: Kevin M. Flahive<br>100 Congress Avenue, Suite 1300<br>Austin, Texas 78701 |

Section 7.3            No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing

signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.4        Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Williamson County, Texas and hereby submit to the jurisdiction of the courts of Williamson County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.5        Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 7.6        Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 7.7        Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 7.8        Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.9        Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 7.10       Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

Section 7.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 7.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 7.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 7.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 7.13 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

|             |                                                   |
|-------------|---------------------------------------------------|
| Exhibit "A" | Depiction of the Development                      |
| Exhibit "B" | Legal Description of the Development              |
| Exhibit "C" | Depiction of the Limited Purpose Property         |
| Exhibit "D" | Legal Description of the Limited Purpose Property |

Section 7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTTO ON \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
City Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Hutto, Texas, on behalf of the city.

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE WILLIAMSON  
COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 ON \_\_\_\_\_, 20\_\_.

**WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 35**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President, Board of Directors

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_, by  
\_\_\_\_\_, the President, Board of Directors of the Williamson County Municipal Utility  
District No. 35, on behalf of the district.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit “A”**

Depiction of the Development

{W0966513.16}

Exhibit “D”

**Exhibit “B”**

Legal Description of the Development

{W0966513.16}

Exhibit “D”

**Exhibit “C”**

Depiction of the Limited Purpose Property

{W0966513.16}

Exhibit “D”

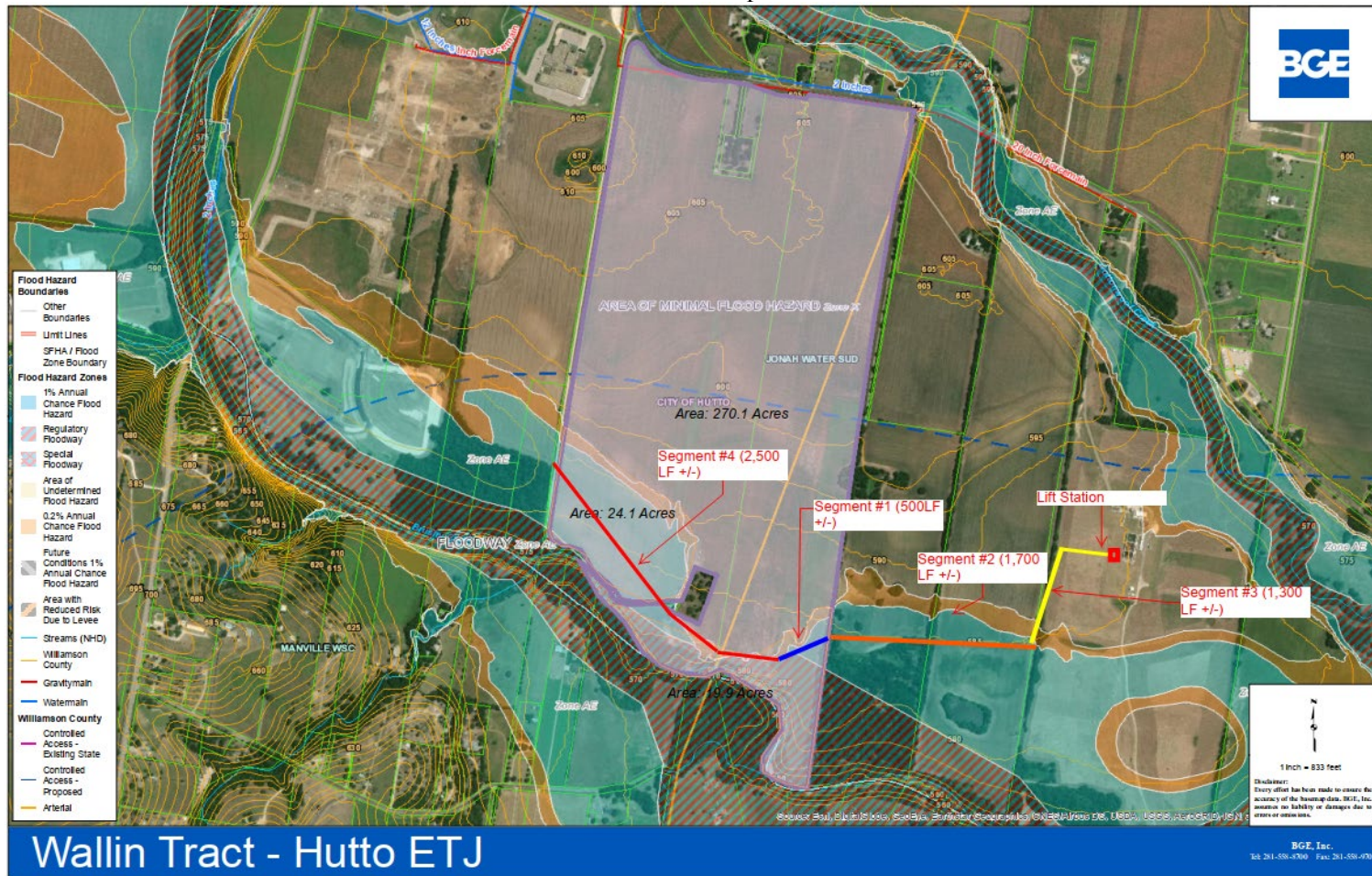
**Exhibit “D”**

Legal Description of the Limited Purpose Property

{W0966513.16}

Exhibit “D”

# **EXHIBIT "E"** **Wastewater Interceptor Line**



{W0966513.16}

Exhibit "E"



**EXHIBIT “F”**

Consent Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS,  
CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE  
KNOWN AS WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35**

WHEREAS, the City of Hutto (the “City”) has received a Petition for Consent to Include Land In A Municipal Utility District, dated \_\_\_\_\_, 2020, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the City wishes to evidence its support for the creation of Williamson County Municipal Utility District No. 35 (“District”) within its extraterritorial jurisdiction by order of the Texas Commission on Environmental Quality (the “TCEQ”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION 1. That the City Council of the City hereby grants its consent to and permission for the creation of the District by order of the TCEQ or through other means within its extraterritorial jurisdiction which is described more fully in the field notes attached to Exhibit “A”, and the Mayor Pro Tem and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

SECTION 2. That the City Council of the City further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction and that while the City consents to the creation of the District, it does not release the area within the District from its extraterritorial jurisdiction.

SECTION 3. That this resolution take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Hutto, Texas, on the \_\_\_\_ the day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mike Snyder, Mayor Pro Tem

ATTEST:

APPROVED:

\_\_\_\_\_  
Holy Nagy, City Secretary

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

*[Petition for Consent to be attached as exhibit to final Consent Resolution]*

## **EXHIBIT “G”**

### **Variances**

The City acknowledges and agrees that the Land is located within the City’s ETJ and the Project will be subject only to the portions of the City’s UDC and other ordinances that apply to subdivisions located within the City’s ETJ, which, as of the Effective Date, are Chapter 2 (Administration), Chapter 6 (Subdivision Standards), Chapter 8 (Stormwater & Drainage Standards), and Chapter 9 (Water & Wastewater Standards) of the City’s UDC (together, the “Applicable Ordinances”).

The City hereby grants the following variances from the Applicable Ordinances:

1. Chapter 6, Section 10.605.3, bullet point No. 4 (phase size) and No. 11 (minimum ETJ Lot size) shall not apply.
2. Chapter 6, Section 10.611.6. Bullet point No. 3 shall be revised as follows: Driveways shall be permitted no closer than 30 feet to a corner on local streets. In instances where the driveway is less than 50’ from the corner to the center of the driveway, no parking shall be permitted within 30’ of the corner.
3. Chapter 6, Section 10.611.12. Right-of-way widths shall be as shown on the Concept Plan.
4. Chapter 6, Section 10.613.3.3 shall not apply.
5. Chapter 6, Section 10.613.3.5.1 Maximum block length shall be no more than 1,500 lineal feet.
6. Chapter 6, Section 10.613.3.8 shall not apply.
7. Chapter 6, Section 10.615.4 shall not apply.
8. The City agrees that dedication of the open space shown on the Concept Plan shall fully satisfy the City’s parkland dedication requirements as described Chapter 6, section 10.609.
9. Chapter 8, Section 10.802.5.4 Low PI (<25) native material may be used for backfill, upon final review and approval by the City Engineer.
10. Chapter 9, Section 10.904.1 Minimum/maximum slopes and velocities shall follow City of Hutto Utility Design Criteria. TCEQ Design Criteria may be used as an alternative when achieving City of Hutto minimum/maximum velocities is not feasible.. Low PI (<25) native material may be used for trench backfill, upon final review and approval by the City Engineer.

Further, the City agrees that this Agreement, including all exhibits hereto, shall also serve as guidance for review and approval of any additional variances, waivers or other approvals not specifically provided in this Agreement, but necessary for construction of the Project as shown on the Concept Plan.

**EXHIBIT "H"**

Form of Required District Notice

**MEMORANDUM OF REQUIRED NOTICE TO END-BUYER**

THE STATE OF TEXAS           §  
                                             §  
COUNTY OF WILLIAMSON       §

Notice is hereby given that, pursuant to the terms of that certain Consent Agreement by and among The City of Hutto, Texas, Harris & Straub, LLC, and Williamson County Municipal Utility District No. 35 ("District"), dated effective \_\_\_\_\_, 202\_\_ (the "Consent Agreement"), the parties agreed that at the time each prospective "End-Buyer" (as defined below) contracts for the purchase of a lot or a home in the boundaries of the District, and at the time each End-Buyer closes on the purchase of a lot or a home in the District, the seller shall give the End-Buyer the disclosure notices required by Section 49.452 of the Texas Water Code and under the Consent Agreement. The term "End-Buyer" means any owner, developer, tenant, user, or occupant of any part of the land, regardless of proposed use, for which a City-approved final plat has been recorded in the plat records of Williamson County. This obligation of sellers of real property to give notice shall be a covenant and shall run with the following land:

That certain real property in Williamson County, Texas, which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference.

This instrument is executed solely for the purpose of complying with the terms of the Consent Agreement. This instrument does not alter, amend, or modify the Consent Agreement.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**DISTRICT:**

**WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 35**

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Board of Directors

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
Board of Directors

THE STATE OF TEXAS                   §  
                                                  §  
COUNTY OF \_\_\_\_\_ §

          This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, President of the Board of Directors of Williamson County Municipal Utility District No. 35, a political subdivision of the State of Texas, created and operating under Chapters 49 and 54 of the Texas Water Code, on behalf of said District.

(SEAL)

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

AFTER RECORDING RETURN TO:

Kevin M. Flahive  
Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

## CONSENT AGREEMENT

### [WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35]

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF WILLIAMSON   §

This **CONSENT AGREEMENT** (this “*Agreement*”) is between the **CITY OF HUTTO, TEXAS**, a home-rule city and municipal corporation located in Williamson County, Texas (the “*City*”) and **HARRIS & STRAUB, LLC**, a Texas limited liability company (“*Developer*”), effective as of                                           , ~~2020~~ 2021 (the “*Effective Date*”). Upon confirmation of the creation of **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35**, a proposed municipal utility district to be created as contemplated by this Agreement (the “*District*”), by the voters within the District, the District will join in and agree to be bound by certain provisions of this Agreement.

## INTRODUCTION

A. Developer owns or controls the approximately 299.173 acres of land (the “*Land*”) located within the extraterritorial jurisdiction (the “*ETJ*”) of the City. The Land is more particularly described on **Exhibit “A”** attached hereto and incorporated herein.

B. Developer intends to develop the Land as a commercial, multi-family residential, and single-family residential development (the “*Project*”).

C. In order to facilitate and promote the orderly and efficient development and extension of City services to the Project, Developer has petitioned the City for, and the City has consented to, the creation of a municipal utility district over the Land to finance the construction of water and wastewater facilities, drainage improvements, and recreational facilities, serving the Land.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I. DEFINITIONS

**Section 1.01 Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms and phrases, when used in this Agreement, will have the meanings set out below:

**Agreement:** This Consent Agreement [Williamson County Municipal Utility District No. 35], as it may be amended from time to time.

**Applicable Rules:** The City’s rules and regulations applicable to the Land, subject to any variances or exceptions approved in or pursuant to this Agreement.

**Bonds:** Bonds, notes, and other indebtedness issued by the District under Article IV of this Agreement.

City Attorney: The City Attorney for the City of Hutto.

City Chief Financial Officer: The Chief Financial Officer for the City of Hutto.

City Council: The City Council of the City of Hutto.

City Manager: The City Manager of the City of Hutto.

Commission: The Texas Commission on Environmental Quality, or its successor agency.

Concept Plan: The concept plan for the Project attached as **Exhibit “B”** hereto and incorporated herein, which may be amended from time to time in accordance with this Agreement.

District: Williamson County Municipal Utility District No. 35 (or such other name as the Commission may require), to be created over the Land with the consent of the City.

District’s Board: The Board of Directors of the District.

District Creation Date: The date of the order issued by the Commission creating the District.

Gola Tract. The approximately 196.167 acres of land located adjacent to the east of the Land and comprising Williamson Central Appraisal District Tax Parcels R020596, R020597, R020598 and R392665.

Gola Tract Developer: The party that develops the Gola Tract and receives wastewater service from the City to the Gola Tract via the Wastewater Interceptor Line, the Wastewater Lift Station and the WWTP.

Land: The approximately 299.173 acres of land more particularly described on **Exhibit “A”** attached hereto and incorporated herein, together with any additional land which may in the future be added with the consent of the City.

Living Unit Equivalent or LUE: The capacity necessary to serve a single-family residential connection or its equivalent.

Petition: Developer’s request to the City for consent to creation of the District, a copy of which is attached as **Exhibit “C”**.

Strategic Partnership Agreement: The Strategic Partnership Agreement entered into by the City and any District hereafter, the form and substance of which is attached hereto as **Exhibit “D”**.

Unified Development Code or UDC: The City of Hutto Unified Development Code, as amended.

Wastewater Interceptor Line: That portion of the City’s wastewater system contemplated in this Agreement, being an approximately 3,500 linear foot portion of the Brushy Creek Interceptor, anticipated to be forty-two inches (42”) in diameter, that will connect the Project to the WWTP, as more particularly described and depicted as Segments #1, #2 and #3, and excluding Segment #4, on **Exhibit “E”** attached hereto and incorporated herein.

Wastewater Lift Station: That portion of the City's wastewater system contemplated in this Agreement, being an approximately 2,000 LUE wastewater lift station that will connect the Wastewater Interceptor Line to the WWTP and will be expandable to provide capacity for the full buildout capacity of the City's Brushy Creek Interceptor as specified in the City's Wastewater Master Plan and other subsequent wastewater planning efforts, as more particularly described and depicted on Exhibit "E" attached hereto and incorporated herein.

WWTP: The City's South wastewater treatment plant.

## **ARTICLE II. CREATION OF DISTRICT AND RELATED MATTERS**

**Section 2.01 Consent to Creation of District.** The City acknowledges receipt of the Petition, in accordance with Section 54.016, *Texas Water Code*, and Section 42.042, *Texas Local Government Code*, for creation of the District over the Land. The City has approved the resolution, attached as Exhibit "F" and incorporated herein for all purposes, consenting to the inclusion of the Land within the District (the "Consent Resolution"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District within the City's ETJ. No further consent will be required on the part of the City to evidence the City's consent to the creation of the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer's application to the Commission to create the District or any District bond sale. If the District desires to annex additional territory into its boundaries that is within the then ETJ of the City, such annexation will be subject to the City's review and approval by resolution or ordinance, which review and approval will not be unreasonably withheld, conditioned, or delayed.

**Section 2.02 Annexation and Dissolution of District.** The City agrees not to annex or dissolve the District, in whole or in part, until: (1) at least 90% by dollar amount of the total water, wastewater, drainage, and park and recreational facilities for which the District's Bonds have been authorized ("requisite percentage of District facilities") have been constructed; and (2) Developer has been fully reimbursed by the District for the requisite percentage of District facilities in accordance with the rules of the Commission. Upon the annexation and dissolution of the District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

**Section 2.03 Director Qualifying Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the sole purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

**Section 2.04 Execution of this Agreement.** At its organizational meeting, the District's Board must approve this Agreement, cause this Agreement to be signed by a duly authorized representative of the District's Board, and return a fully executed, certified copy of this Agreement to the City Manager within thirty (30) days after the date of the District's Board meeting.

**Section 2.05 Organizational Meeting.** The organizational meeting of the District Board must be held within ninety (90) days after the District Creation Date.

**Section 2.06 Limit on Authority.** Prior to the time that this Agreement is executed by the District and returned to the City Manager, (a) the District shall not issue Bonds and shall be prohibited from taking any affirmative act to issue Bonds, and (b) Developer shall not enter into



any agreements with the District or seek reimbursement from the District for development of the Land.

**Section 2.07 Effect of Failure to Timely Execute and Return Documents.**

Notwithstanding anything in the Consent Resolution or this Agreement to the contrary, this Agreement shall be void and shall no further force or effect if this Agreement is not executed by Developer and returned to the City Manager within thirty (30) days after the City Council has approved same, or by the District and returned to the City Manager within the timeframes required by this Agreement.

**Section 2.08 Withdrawal of Consent.**

(a) The City's consent to the creation of the District shall be deemed withdrawn if: (i) an order approving creation of the District is not issued by the Commission within twenty-four (24) months after the date the Consent Resolution is approved by the City Council; or (ii) Developer fails to submit construction plans to the City for any portion of the Utility Facilities (as defined in this Agreement) within twenty four (24) months after the Effective Date of this Agreement or commence actual construction of such portion of the Utility Facilities within twelve (12) months after the City's formal, final approval of the construction plans and all other necessary permits or approvals to allow Developer to commence such construction.

(b) The City's consent to the creation of the District shall be deemed withdrawn and the District shall be dissolved if: (i) the District has not held a confirmation election within two (2) years after the District Creation Date; or (ii) upon the expiration of ten (10) years after the District Creation Date if the District has not performed any of the functions for which it was created and the District has no outstanding bonded indebtedness for five (5) consecutive years.

**Section 2.09 Required Submittals to the City.**

(a) Developer shall submit to the City a satisfactory review of Developer's financial position, certified by a third party financial analyst approved by City, within thirty (30) days after the Effective Date of this Agreement.

(b) At least ten (10) business days before the submission of the District creation application to the Commission, Developer agrees to submit to the City: (i) a draft of the application and all supporting documents, including evidence that the land to be included in the District is coterminous with the Land; and (2) the names, addresses, and a summary of qualifications for each individual designated as an initial director of the District. The City shall have said ten (10) business days to review and comment on the draft application and to request additional information about the application, including, without limitation, each individual designated as an initial director of the District.

**Section 2.10 No Other Districts or Jurisdiction.** In furtherance of the purposes of this Agreement, the District and Developer, on behalf of themselves and their respective successors and assignees, covenant and agree that, except upon written consent of the City Council, neither the District nor Developer shall initiate, seek, petition, sign, support, join in, associate with, consent to, or direct to be signed any petition or request seeking the creation of any other special taxing or assessment jurisdiction over the Land, other than with the City.

**Section 2.11 District Property.** The District shall not sell, convey, lease, mortgage, transfer, assign or otherwise alienate any of its water, reclaimed water, wastewater, or drainage improvements, or other District property, including any improvements or property deemed to be

surplus, to any third party other than the City without the prior approval of the City. The foregoing prohibition shall not apply to the District's disposal or replacement of equipment or material which has passed its useful life or the grant of easements necessary for the development of the Land, for which no approval shall be required.

**Section 2.12 Limit on Eminent Domain Powers.** The District shall not be authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of the District except (a) when necessary to construct the Utility Facilities, or (b) when such power is exercised with the express prior written consent of the City Council.

### ARTICLE III. DEVELOPMENT MATTERS

#### **Section 3.01 Water, Wastewater, and Drainage Facilities.**

(a) Developer or the District will construct or acquire capacity in all water, wastewater, and drainage facilities that are necessary to serve the Land ("Utility Facilities"). All Utility Facilities will be constructed within designated easements or rights-of-way and will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Neither Developer nor the District will be required to pay for or construct any improvements to the City's existing utility systems or other offsite improvements required to serve the Land, except as provided for herein. Further, except as provided herein, unless Developer's service requirements for the Land change or the parties otherwise agree, the City will not require that Developer or the District oversize, finance, or construct any Utility Facilities to serve property other than the Land.

(b) The Wastewater Interceptor Line and the Wastewater Lift Station are required for the WWTP to serve the Project and other properties. In accordance with the terms of and provisions of this Agreement and subject to partial reimbursement by the City as described in this subsection and/or cost-sharing by the Gola Tract Developer, Developer, on behalf of the District, will design, permit and construct the Wastewater Interceptor Line and the Wastewater Lift Station to serve the Project and other properties. Developer, on behalf of the District, will: (i) grant to the City a wastewater easement not to exceed sixty feet (60') wide, in, over and across the Land in the location of Segment #4 of the Brushy Creek Interceptor, as generally depicted on **Exhibit "E"**, for the City's future construction of Segment #4 of the Brushy Creek Interceptor, at no cost to Developer; (ii) grant to the City a wastewater easement not to exceed sixty feet (60') wide, in, over and across the Land in the location of Segment #1 of the Wastewater Interceptor Line, as generally depicted on **Exhibit "E"**; (iii) design, permit (including payment of third-party design review fees) and construct Segment #1 of the Wastewater Interceptor Line, at Developer's sole cost and expense; (iv) subject to acquiring all necessary easements, as set forth below, design, permit and construct Segments #2 and #3 of the Wastewater Interceptor Line and the Wastewater Lift Station, all as generally depicted on **Exhibit "E"**, subject to a right to receive reimbursement from the City for the documented third-party soft and hard costs incurred by Developer to: (y) oversize Segments #2 and #3 of the Wastewater Interceptor Line from a twelve inch (12") line to a forty-two inch (42") line; and (z) to oversize the capacity of the Wastewater Lift Station from a 1,500 LUE lift station to a 2,000 LUE lift station, as set forth below (collectively, items (y) and (z), the "Wastewater Infrastructure Cost-Sharing"). The City will pay the Wastewater Infrastructure Cost-Sharing to Developer by rebating to Developer all wastewater impact fees collected by the City for connections to the Wastewater Interceptor Line within the Project and the Gola Tract until such time as the Wastewater Infrastructure Cost-Sharing is paid in full (the "Wastewater Impact Fee Rebates"). The City will pay the Wastewater Impact Fee Rebates to Developer on or

before the 15<sup>th</sup> day of each April, July, October and January, which payments will be in an amount equal to the total amount of subject wastewater impact fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Prior to commencing final design, Developer shall provide a preliminary engineering study which shall include general location, size and depths of the wastewater infrastructure described in (iv) above for City review. Notwithstanding the foregoing, in the event that Developer and the Gola Tract Developer enter into a private cost-sharing agreement providing for the Gola Tract Developer's direct funding or reimbursement to Developer of funds for the same purposes as the Wastewater Infrastructure Cost-Sharing, then Developer will advise the City of such agreement, provide a true and correct copy of such agreement to the City, and upon Developer's receipt of any such funds from the Gola Tract Developer, the City will receive corresponding dollar-for-dollar credits against its obligation to pay the Wastewater Infrastructure Cost-Sharing to Developer hereunder.

(c) If requested by Developer or the District, due to the District's inability to use its powers of eminent domain for such purpose, the City may use its powers of eminent domain to assist Developer and/or the District in acquiring the land or easement rights necessary for the Wastewater Interceptor Line at the District's and/or Developer's sole cost and expense. If the City uses its powers of eminent domain to assist Developer and/or the District in acquiring the land or easement rights necessary for the Wastewater Interceptor Line, all costs and expenses associated with the eminent proceedings shall be reimbursed by the Developer and/or the District. In consideration of the design, permitting and construction of the Wastewater Interceptor Line and the Wastewater Lift Station, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 1,500 LUEs of capacity in the Wastewater Interceptor Line, the Wastewater Lift Station and the WWTP in accordance with the Applicable Rules. In consideration of the District's capacity interest, Developer may seek reimbursement from the District for the Wastewater Interceptor Line and the Wastewater Lift Station, as permitted by applicable law.

(d) Developer and the City agree that initial water service to the Project will be provided by Developer's connection to the City's existing sixteen inch (16") water line located within the FM 1660 right-of-way at a distance of approximately one hundred linear feet (100') from the northwestern corner of the Land, and anticipate looping of the City's water facilities serving the Project via connection to a to-be-constructed twelve inch (12") water line in an unspecified location along the western boundary of the Land. Developer will be responsible for connecting to the City's offsite water facilities to serve the Project, subject to Applicable Rules, whereupon the City agrees to serve the Project.

(e) Upon completion of construction of any Utility Facilities constructed by Developer on behalf of the District, (i) the City will accept such facilities for operation and maintenance in accordance with the Applicable Rules; and (b) Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, (ii) a reservation of all capacity in those facilities for the benefit of the District, and (iii) Developer's right, if any, to reimbursement from the District for the cost of those facilities in accordance with the rules of the Commission. Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the facilities have been constructed in accordance with all state and local codes and plans and specifications approved by the City. Upon any such conveyance and acceptance, the City agrees to operate and maintain such facilities in good condition and working order and to provide service to the District in accordance

with this Agreement. Conveyance will not affect Developer's right to reimbursement from the District for the cost of any facilities.

**Section 3.02 Retail Water and Wastewater Utility Services.** The City will be the sole provider of retail water and wastewater services within the District and will provide water and wastewater service to customers within the District in the same manner, at the same out-of-City rates, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, as the City provides service to similarly situated retail customers in the City's ETJ. All fees, rates, and charges for water and wastewater service within the District will be billed and collected by the City. The City agrees and commits to: (a) provide sufficient water and wastewater service for the full buildout of all of the Project on the Land; (b) provide written confirmation of the availability of service upon the District's request, if required in connection with any District bond sale; and (c) provide service as required for development within the Land, including water service at flow rates and pressures sufficient to meet the minimum requirements of the Commission and to provide sufficient domestic fire flows. In this regard, the City commits to, and reserves for the benefit of, the Land not less than 1,500 LUEs of water service and 1,500 LUEs of wastewater service.

**Section 3.03 Impact Fees.** Any impact fees payable to the City for development within the Land will be paid by or on behalf of Developer to the City as consideration for the City's agreement to provide, and make improvements necessary to provide, water supply and wastewater treatment and disposal services as required to serve development within the Land. In consideration of the payment impact fees, Developer will acquire on behalf of the District, the right to receive, and the City's commitment for, service from the City's water and wastewater system for the LUEs of service for which impact fees have been paid. Any impact fees adopted by the City will be consistent throughout the City's service area in which the Land is located. If any costs of the Wastewater Interceptor Line and/or Wastewater Lift Station are, now or in the future, included in the City's impact fees, Developer will receive a credit against the City's impact fees in an amount equal to the portion of the cost of the Wastewater Interceptor Line and/or Wastewater Lift Station, as applicable, included in the impact fees in accordance with the City's capital improvements plan and applicable law.

**Section 3.04 Concept Plan; Exceptions.** The City approves the Concept Plan. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The Developer intends to develop the Project as a large project that will be developed over a number of years. As such, the City agrees that Developer may implement the Project with minor changes to the Concept Plan without returning to the City for additional approval. The development of the Project shall be subject to the UDC and other regulations of the City that are applicable to the Land by virtue of its location within the City's ETJ; provided, however, to facilitate the development of the Project, the City agrees to provide variances to certain applicable development requirements set forth in the UDC, as amended, which variances are listed on **Exhibit "G"**. No other action will be required on the part of Developer to obtain such variances or initiate subdivision plat approvals that vary from the UDC or other applicable regulations of the City, to the extent such variance is in conformity with the Concept Plan.

**Section 3.05 Vesting of Rights.** The City acknowledges the importance to Developer of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several year period. Likewise, Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Developer shall have statutory authority to develop the Land in

accordance with the terms of this Agreement. This Agreement shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code. An accrued right under this Agreement shall not apply to these regulations as follows:

- (a) uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the Code;
- (b) ordinances and regulations for utility connections (other than with regard to utility capacity commitments described herein or in any wastewater service agreement for the Project);
- (c) ordinances and regulations to prevent the imminent destruction of property or injury to persons;
- (d) fees imposed in conjunction with development permits, This provision does not apply to impact fees, unless impact fees are updated or amended and are required to be assessed to the Property as required by Chapter 395 of the Texas Local Government Code;
- (e) regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;
- (f) construction standards for public works located on public lands or easements; and
- (g) regulations to prevent the imminent destruction of property or injury to persons if the regulations do not affect landscaping or tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a project.

Permit applications subject to (a), through (g) above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Developer and the City may mutually agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

**Section 3.06 Traffic Impacts.** Developer will be responsible for dedicating right-of-way shown on the City's Mobility Master Plan as of the Effective Date of this Agreement. In addition to right-of-way dedication, Developer shall be responsible for improving one-half of the abutting County Road 163 in accordance with the Applicable Rules. Developer will be responsible for (i) dedicating right-of-way up to a maximum of one hundred ten feet (110') in width for the South East Loop project ("ROW Dedication Tract") and agrees to coordinate with Williamson County regarding the location and width of such ROW Dedication Tract, and (ii) refraining from constructing any buildings or other structures or final platting any lots within one hundred and twenty feet (120') on each side of the ROW Dedication Tract for a period of five (5) years after the Effective Date. Except as specified above, the Developer's sole traffic mitigation obligation with respect to the Project is to pay to the City a traffic mitigation fee in the amount of One Thousand and No/100 Dollars (\$1,000) per dwelling unit within the Project, which fee will be paid at the time of final plat recordation as to all dwelling units to be constructed within the portion of the Land being subdivided by such final plat.

**Section 3.07 Plat Approval.** Subdivision of the Land shall require approval of

preliminary and final plats by the City in accordance with the UDC. **IT SHALL BE A CONDITION TO ACCEPTANCE BY THE CITY, AS WELL AS A REQUIREMENT FOR COMPLETENESS, OF ANY APPLICATION FOR A PRELIMINARY PLAT OR FINAL PLAT OF ANY PORTION OF THE LAND THAT NO EVENT OF MATERIAL DEFAULT SHALL EXIST WITH REGARD TO THIS AGREEMENT, AS OF THE FILING DATES FOR SUCH APPLICATIONS.**

~~**Section 3.08 — Infrastructure Fee.** Developer hereby agrees to pay to the City an Infrastructure Fee in the amount of One Thousand and No/100 Dollars (\$1,000.00) per commercial lot, multi-family unit, or residential lot within the Project, which fee shall be paid as Bonds are issued by the District and not later than seven (7) business days after the Bond closing.~~

**Section 3.08 Utility Plan Review and Inspection Fee.** The Developer will to pay to the City a utility plan review and inspection fee in the amount of One Thousand and No/100 Dollars (\$1,000) per single-family residential lot, multifamily lot and commercial lot (expressly excluding all drainage, open space, parkland or other common area lots) within the Project, which fee will be paid at the time of final plat recordation as to all single-family residential lots, multifamily lots and commercial lots to be platted by such final plat.

#### **ARTICLE IV. BONDS AND FINANCIAL MATTERS**

**Section 4.01 Purposes.** The purposes for which the District may issue Bonds shall be restricted to the following: (a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, and capacity or contract rights, necessary or appropriate (i) to provide a water supply for municipal uses, domestic uses, and commercial purposes; (ii) to collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; and (iii) to gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (b) to pay expenses authorized by Section 49.155 of the Texas Water Code; (c) to develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, *et seq.*) of the Texas Water Code; and (d) to purchase committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to Commission rules and regulations. The District may also issue Bonds for refunding purposes. The District may reimburse Developer for expenditures authorized by Commission rules and regulations and this Agreement. The District may not issue bonds to design, acquire, construct, or finance road improvements as provided in Section 54.234 of the Texas Water Code.

**Section 4.02 Bond Requirements.** All Bonds issued by the District will be offered on terms and conditions generally accepted in the bond market for similar types of districts, at a net effective interest rate, taking into consideration any applicable discount or premium, not to exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly “20 Bond Index” during the one month period immediately preceding the date notice of the sale of the Bonds is given or a similar index if such index should cease to exist. Additionally, all Bonds issued by the District will comply with the following requirements: (a) the maximum maturity of the Bonds will not exceed 30 years from the date of issuance of any one series of Bonds; (b) the Bonds will expressly provide that the District will reserve the right to redeem the Bonds at any time not later than the 15<sup>th</sup> anniversary date of issuance, without premium; (c) no variable rate Bonds will be issued by the District; and (d) no Bonds will be issued having any issuance date more than 30 years from the date of the first issuance of Bonds by the District without the City’s approval, which will not be unreasonably withheld, delayed, or denied. Any refunding Bonds of



the District must (i) provide for a minimum of three percent (3%) present value savings, and (ii) provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

**Section 4.03 Other Funds.** The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of its facilities, as well as to accomplish any purpose or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

**Section 4.04 Economic Feasibility.** Before any submission of an application for approval of issuance of Bonds to the Commission or to the Attorney General, whichever occurs first, the District's financial advisor shall certify in writing to the City Secretary, City Manager, and the City Chief Financial Officer, that the Bonds are being issued within the then-current economic feasibility guidelines established by the Commission for districts in Williamson County and in conformity with Article IV of this Agreement.

**Section 4.05 Notice of Bond Issues.** At least thirty (30) days before the submission of an application for approval of issuance of Bonds, except refunding Bonds, to the Commission or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary, City Manager, and Chief Financial Officer, the certification required by Section 4.07 of this Agreement, and notice containing (a) the amount of Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service and District tax rate after the issuance of the Bonds. If the District is not required to obtain Commission approval of the issuance of the Bonds, the District shall nonetheless deliver such certification and notice to the City Secretary, City Manager, and Chief Financial Officer at least sixty (60) days prior to the issuance of Bonds, except refunding Bonds, by the District.

**Section 4.06 Compliance with Agreement.** At least ten (10) business days before submission of an application for issuance of Bonds to the Commission or the Attorney General, whichever occurs first, the District shall certify in writing to the City Secretary, City Manager, and Chief Financial Officer that the District and Developer are not in breach of any material provision of this Agreement, as it may be amended from time to time.

**Section 4.07 Certifications.** With respect to any matter required by this Article IV to be certified in writing, the Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

**Section 4.08 Bond Objections.** The City shall have a period of thirty (30) days after receiving the last of the certifications and notices required by this Article IV within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the District or Developer is in default of a material provision of this Agreement. If the City objects to a proposed Bond issue ("City Objection"), such an objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the provision(s) in this Agreement, Developer is in material default. It shall not be a basis for a City Objection that the City disagrees with District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the Commission and the Attorney General. In the event a City Objection is timely given to the District



with respect to a specific Bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived. Unless otherwise cured by written agreement of the Parties, a City Objection shall be deemed cured if (x) the District files a petition seeking declaratory judgment in state district court, and (y) not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to, the City's right to intervene in, such a declaratory judgment action, and (z) the district court determines that the District or Developer is not in default with respect to any material provision of this Agreement, or alternatively, finds that if such a material default had previously occurred, the material default has been cured. A City Objection may be expressly waived by the City in writing at any time.

**Section 4.09 Filing of Budget and Audit Report.** The District will provide the City with a copy of its annual audit and approved budget for each fiscal year.

**Section 4.10 Official Statements.** Within 30 days after the District closes the sale of any series of Bonds, the District will provide a copy of the final official statement for such Bonds, if applicable, to the City.

**Section 4.11 Reimbursement Agreements.** The District agrees not to issue Bonds for purposes of reimbursing Developer for any costs or expenses paid by Developer after the thirtieth (30th) anniversary of the date of the first issuance of Bonds by the District, which costs and expenses would otherwise be eligible to be reimbursed to Developer by the District pursuant to the rules and regulation of the Commission or other applicable law, and Developer and the District expressly and irrevocably waive any claims against the City for repayment of such indebtedness. The District agrees that all reimbursement agreements that it enters into with Developer shall include the following provision relating to any sums payable by the City upon dissolution of the District under Section 43.0715, Texas Local Government Code:

“If, at the time of dissolution of the District, Developer has completed the construction of or financed any facilities or undivided interests in facilities on behalf of the District in accordance with the terms of this agreement, but the District has not issued bonds to reimburse Developer for the cost of the facilities or undivided interests in facilities, Developer agrees that it will convey the facilities or undivided interests in question to the City, free and clear of any liens, claims or encumbrances, subject to Developer's right to reimbursement under Section 43.0715, Texas Local Government Code, modified as provided in this section. Developer agrees that the amount payable by the City will be determined based on costs and expenses that are eligible for reimbursement under applicable statutes and Commission rules, without any waivers or variances.”

## **ARTICLE V. TERM, TERMINATION, AMENDMENT**

**Section 5.01 Term.** The term of this Agreement will commence on the Effective Date and continue for forty-five (45) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City, the District and Developer.

**Section 5.02 Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written agreement of the City, Developer, and, after its creation, the District, or may be terminated or amended only as to a portion of the Land by the mutual written agreement of the City, the owners of a majority of the

portion of the Land affected by the amendment or termination, and, after its creation, the District. After full build-out of the District, this Agreement may be amended by mutual written agreement of the District and the City, and the joinder of Developer will not be required.

## **ARTICLE VI. REMEDIES**

**Section 6.01 Notice and Opportunity to Cure.** If any party defaults in its obligations under this Agreement, a non-defaulting party must, prior to exercising a remedy available to that party due to the default, give written notice to the defaulting party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting party at least 30 days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

**Section 6.02 Remedies for Default.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 6.01 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Williamson County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

**Section 6.03 Attorneys' Fees.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

## **ARTICLE VII. REPORTING.**

**Section 7.01 District Information to be Provided to the City.** The District shall provide a copy of the following documents to the City Secretary in the manner provided in Section 8.01 of this Agreement pertaining to Notices within the timeframes specified below:

(a) Agendas: a copy of the agenda for each meeting of the District's Board concurrently with the posting of the agenda at the Williamson County Courthouse.

(b) Minutes: a copy of the minutes of all meetings of the District's Board and of any committees or subcommittees created by the District's Board within five (5) business days of the date of approval of such minutes by the District's Board, committee, or subcommittee, as applicable.

(c) Tax Rate: a copy of each order or other action setting an ad valorem tax rate to the within five (5) days after the District's Board adopts the rate.

(d) Budgets: a copy of the District's budget for each fiscal year within five (5) days after approval of each budget by the District's Board.

**Section 7.02 Financial Dormancy Affidavit, Financial Report or Audit.** The District shall file a copy of its annual financial dormancy affidavit, annual financial report or annual audit of its debt service and general fund accounts, whichever is required under the Texas Water Code, with the City Chief Financial Officer, within ten (10) days after approval of each financial dormancy affidavit, financial report or audit by the District's Board. Any audit must be prepared by an independent certified public accountant.

**Section 7.03 Other Documents.** The District shall provide copies of any other material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager, and City Chief Financial Officer within thirty (30) days after filing such notices with the applicable federal agency.

## **ARTICLE VIII. MISCELLANEOUS PROVISIONS**

**Section 8.01 Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

|       |                                                                                                       |
|-------|-------------------------------------------------------------------------------------------------------|
| CITY: | City of Hutto<br>Attn: Warren Hutmacher, City Manager<br>500 W. Live Oak Street<br>Hutto, Texas 78634 |
|-------|-------------------------------------------------------------------------------------------------------|

|                |                                                                                                           |
|----------------|-----------------------------------------------------------------------------------------------------------|
| CITY ATTORNEY: | Bojorquez Law Firm, PC<br>Attn: Alan Bojorquez<br>11675 Jollyville Road, Suite 300<br>Austin, Texas 78759 |
|----------------|-----------------------------------------------------------------------------------------------------------|

|            |                                                                                                      |
|------------|------------------------------------------------------------------------------------------------------|
| DEVELOPER: | Harris & Straub, LLC<br>Attn: Joseph W. Straub<br>4408 Spicewood Springs Road<br>Austin, Texas 78759 |
|------------|------------------------------------------------------------------------------------------------------|

DISTRICT: Williamson County Municipal Utility District No. 35  
c/o Armbrust & Brown, PLLC  
Attn: Kevin M. Flahive  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

The parties may change their respective addresses or designate additional parties to receive copies of notices under this Agreement by giving at least five (5) days' written notice to the other parties.

**Section 8.02 Assignment.** This Agreement, and the rights of Developer hereunder, may be assigned by Developer, to a purchaser of all or a portion of the undeveloped portion of Land. Any assignment will be in writing, specifically setting forth the assigned rights and obligations and be executed by the proposed assignee and a copy provided to the City. If Developer assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

**Section 8.03 Authority.** This Agreement is entered into under the statutory authority of Section 54.016 of the *Texas Water Code*. The parties intend that this Agreement guarantee the continuation of the extraterritorial status of the Land within the District; authorize certain general uses and development on the Land; provide for infrastructure for the Land; specify the uses and development of the Land after annexation; and provide other lawful terms and considerations relating to the Land.

**Section 8.04 Cooperation; Approvals.** The City, the District and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement. Whenever the term "approve" or "approval" is used in this Agreement, the party whose approval is required will not unreasonably withhold or delay it. Where approval is necessary, the party seeking approval may request approval in writing. If the party whose approval is requested fails to either approve the submittal or provide written comments specifically identifying the required changes within sixty (60) working days, the submittal, as submitted by the requesting party, will be deemed to have been approved by the party whose approval is requested.

**Section 8.05 Severability; Waiver.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 8.06 Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

**Section 8.07 Entire Agreement.** This Agreement contains the entire agreement of the parties regarding the subject matter hereof. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

**Section 8.08 Exhibits, Headings, Construction, and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

**Section 8.09 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 8.10 Force Majeure.** If, for any reason of force majeure, any party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then the party whose performance is so affected shall give notice of the reasons in writing to the other parties within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. The term “*force majeure*” as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, and any inability of a party to perform on account of any other cause not reasonably within the control of the party.

**Section 8.11 Notice to End Buyer.** At the time each prospective End Buyer contracts for the purchase of a lot or a home in the District, and at the time each End Buyer closes on the purchase of a lot or a home in the District, the seller shall give the End Buyer the disclosure notices required by Section 49.452 and 54.016(h)(4) of the *Texas Water Code* as well as the notice attached hereto as **Exhibit “H”**. For the purposes of this Agreement, the Parties agree that the term “End-Buyer” shall mean any owner, developer, tenant, user, or occupant of any part of the Land, regardless of proposed use, for which a City-approved final plat has been recorded in the plat records of Williamson County. This obligation of sellers of real property to give notice shall

be a covenant and shall run with the land. A memorandum of agreement setting forth this obligation to give notice shall be filed of record in Williamson County, Texas.

**Section 8.12 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the Company Agreement of Developer.

**Section 8.13 Interested Parties.** Developer acknowledges that Texas Government Code Section 2252.908 (“Section 2252.908”) requires disclosure of certain matters by parties entering into a contract with a local government entity such as the City. Developer confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission (“TEC”); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the same time Developer executes and submits this Agreement to the City. Form 1295s are available on the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. This Agreement is not effective until the requirements listed above are satisfied and any approval of this Agreement by the City is expressly made contingent upon Developer’s compliance with these requirements. **The signed Form 1295 may be submitted to the City in an electronic format.**

**Section 8.14 Conflicts of Interest.** Developer acknowledges that Texas Local Government Code Chapter 176 (“Chapter 176”) requires the disclosure of certain matters by parties doing business with or proposing to do business with local government entities such as the City. Developer confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting this Agreement to the City or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

**Section 8.15 Verification Under Chapter 2270, Texas Government Code.** If required under Chapter 2270 of the Texas Government Code, Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycotts Israel” and “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer.

**Section 8.16 Verification Under Chapter 2252, Texas Government Code.** If required under Chapter 2252 of the Texas Government Code, Developer represents and warrants that, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, and posted on the following pages of the Texas Comptroller of Public Account’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Developer and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran or a foreign terrorist organization. Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Developer.

**Section 8.17 Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

|                           |   |                                         |
|---------------------------|---|-----------------------------------------|
| <b><u>Exhibit “A”</u></b> | - | Description of the Land                 |
| <b><u>Exhibit “B”</u></b> | - | Concept Plan                            |
| <b><u>Exhibit “C”</u></b> | - | Copy of the Petition                    |
| <b><u>Exhibit “D”</u></b> | - | Form of Strategic Partnership Agreement |
| <b><u>Exhibit “E”</u></b> | - | Wastewater Interceptor Line             |
| <b><u>Exhibit “F”</u></b> | - | Form of Consent Resolution              |
| <b><u>Exhibit “G”</u></b> | - | Variances                               |
| <b><u>Exhibit “H”</u></b> | - | Required District Notice                |

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date.



**RESOLUTION NO. R-2020-148A**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS REPEALING RESOLUTION R-2020-148; APPROVING THE CONSENT AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS, AND HARRIS & STRAUB, LLC, CREATING WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on January 7, 2021, the City Council adopted Resolution R-2020-148 approving the Consent Agreement between the City of Hutto, Texas, and Harris & Straub, LLC creating Williamson County Municipal Utility District No. 35, and authorizing the City Manager to execute the Consent Agreement (the "Agreement"); and

**WHEREAS**, Harris & Straub, LLC, has requested some revisions to the Agreement; and

**WHEREAS**, the City Council desires to repeal Resolution R-2020-148 and authorize the City Manager to enter into a Consent Agreement with Harris & Straub, LLC, with the requested changes; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute the Consent Agreement, attached as Exhibit A;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS,**

**SECTION 1:** The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2:** That the Hutto City Council hereby repeals Resolution R-2020-148 and approves and authorizes the City Manager to execute the Consent Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

**SECTION 3:** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 25<sup>th</sup> day of February, 2021.

\_\_\_\_\_  
Mike Snyder, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Holly Nagy, City Secretary

**ORDINANCE NO. O-2021-006**

**AN ORDINANCE OF CITY OF HUTTO, TEXAS,  
CONFIRMING AND EXTENDING THE MAYOR'S  
DECLARATION OF LOCAL DISASTER DUE TO SEVERE  
WINTER WEATHER; AND PROVIDING AN EFFECTIVE  
DATE**

**WHEREAS**, the City of Hutto, Texas, is experiencing the occurrence and imminent threat of widespread and severe property damage, injury, and the potential loss of life due to prolonged freezing temperatures, heavy snow, and freezing rain; and

**WHEREAS**, on February 12, 2021, Texas Governor Greg Abbott certified that severe winter weather poses an imminent threat of widespread and severe property damage, injury, and loss of life due to prolonged freezing temperatures, snow, freezing rain, and ice; and

**WHEREAS**, Governor Abbott has declared a state of disaster for all 254 counties in the State of Texas; and

**WHEREAS**, on February 14, 2021, United States President Joe Biden enacted a Federal Emergency Declaration for the State of Texas; and

**WHEREAS**, on February 14, 2021, Williamson County Judge Bill Gravel, Jr. declared a local state of disaster for the county; and

**WHEREAS**, iced-over roads, and loss of electric, gas, telephone and water utility services caused by extreme winter weather and freezing conditions present an imminent threat of widespread or severe damage, injury, or loss of life and property resulting from extreme winter weather conditions and other public calamity resulting there from, which requires emergency action; and

**WHEREAS**, the City of Hutto, on the 18<sup>th</sup> day of February 2021, through the Mayor Pro Tem of the City of Hutto and pursuant to Government Code Chapter 418 (the Texas Disaster Act of 1975) declared a Local State of Disaster pending the imminent threat of widespread or severe damage, injury, and loss of life and property, resulting from the severe winter weather, and

**WHEREAS**, the declaration of a state of disaster includes the ability to take measures to promote the public health, safety and welfare.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:**

**SECTION I.**

That the findings set forth, above, are incorporated into the body of this Ordinance as if fully set forth, herein.

City of Hutto  
Ordinance Declaring Disaster

February 25, 2021  
Page 1 of 3

## **SECTION II.**

That the local state of disaster declared by Mayor Pro Tem Mike Snyder for the City of Hutto, Texas, on February 18, 2021, pursuant to Chapter 418 of the Texas Government Code is hereby confirmed and extended until 11:59 p.m. on March 14, 2021, unless terminated earlier by the City Council of the City of Hutto, Texas.

## **SECTION III.**

Pursuant to §418.108(c) of the Texas Government Code, this Ordinance extending the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

## **SECTION IV.**

Pursuant to §418.108(d) of the Texas Government Code, the Mayor's Order declaring a local state of disaster, as extended, activates the City's Emergency Management Plan and the Emergency Management Plan shall remain active throughout the duration of this disaster declaration.

## **SECTION V**

If any subsection, sentence, clause, phrase, or word of this Ordinance or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Ordinance and those provisions or applications shall remain in full force and effect.

## **SECTION VI**

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

## **SECTION VII**

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

## **SECTION VIII**

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

## **SECTION IX**

This ordinance shall take effect immediately upon its passage as allowed by law and remain in effect until 11:59 p.m. on March 14, 2021, subject to being extended, modified, amended, rescinded, or superseded by the City Council of the City of Hutto, Texas.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor Pro Tem

**ATTEST:**

\_\_\_\_\_  
Holly Nagy, City Secretary

(SEAL)

**READ** and **APPROVED** on first reading on the **25<sup>th</sup>** day of **February, 2021**, at a meeting of the City Council of the City of Hutto, Texas at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. seq., of the Texas Government Code and as allowed by **Sec. 3.14 Emergency Ordinances of the City Charter of the City of Hutto, Texas.**

**ORDINANCE NO. O-2021-007**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, WAIVING THE IMPOSITION OR COLLECTION OF LATE FEES FOR MUNICIPAL WATER UTILITY ACCOUNTS AND WAIVING THE DISCONNECTION OF SUCH SERVICES; PROVIDING THAT SUCH WAIVERS SHALL EXPIRE AFTER TWENTY-FIVE (25) DAYS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutto, Texas, is experiencing the occurrence and imminent threat of widespread and severe property damage, injury, and the potential loss of life due to prolonged freezing temperatures, heavy snow, and freezing rain; and

**WHEREAS**, on February 12, 2021, Texas Governor Greg Abbott certified that severe winter weather poses an imminent threat of widespread and severe property damage, injury, and loss of life due to prolonged freezing temperatures, snow, freezing rain, and ice; and

**WHEREAS**, Governor Abbott has declared a state of disaster for all 254 counties in the State of Texas; and

**WHEREAS**, on February 14, 2021, United States President Joe Biden enacted a Federal Emergency Declaration for the State of Texas; and

**WHEREAS**, on February 14, 2021, Williamson County Judge Bill Gravell, Jr. declared a local state of disaster for the county; and

**WHEREAS**, iced-over roads, and loss of electric, gas, telephone and water utility services caused by extreme winter weather and freezing conditions present an imminent threat of widespread or severe damage, injury, or loss of life and property resulting from extreme winter weather conditions and other public calamity resulting there from, which requires emergency action; and

**WHEREAS**, the City of Hutto, on the 18<sup>th</sup> day of February 2021, through the Mayor Pro Tem of the City of Hutto and pursuant to Government Code Chapter 418 (the Texas Disaster Act of 1975) declared a Local State of Disaster pending the imminent threat of widespread or severe damage, injury, and loss of life and property, resulting from the severe winter weather, and

**WHEREAS**, after due diligence and deliberation, the City Council of the City of Hutto has determined that it is within the public interest to waive the imposition or collection of late fees normally assessed users of the City's municipal water, water, sewer, garbage collection and drainage systems, and to waive the disconnection of such services, for a period of twenty-five (25) days.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:**

**SECTION I.**

City of Hutto  
Ordinance Waiving Utility Late Fee and Disconnects

February 25, 2021  
Page 1 of 3

#### **SECTION I.**

The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

#### **SECTION II.**

The City Council of the City of Hutto, Texas, hereby waives the imposition and the collection of late fees for users of the City of Hutto's municipal water, sewer, garbage collection and drainage systems and waives disconnection of such services for non-payment for a period of twenty-five (25) days, from February 18, 2021 to 11:59 p.m. on March 14, 2021.

#### **SECTION III.**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

#### **SECTION IV.**

All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

#### **SECTION V.**

This Ordinance shall be and become effective immediately upon passage.

#### **THE CITY OF HUTTO, TEXAS**

---

Mike Snyder, Mayor Pro Tem

Attest:

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Holly Nagy, City Secretary

**(SEAL)**

**READ** and **APPROVED** on first reading on the **25<sup>th</sup>** day of **February, 2021**, at a meeting of the City Council of the City of Hutto, Texas at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. seq., of the Texas Government Code as

City of Hutto  
Ordinance Waiving Utility Late Fee and Disconnects

February 25, 2021  
Page **2** of **3**

allowed by **Sec. 3.14 Emergency Ordinances of the City Charter of the City of Hutto, Texas.**



**ORDINANCE NO. O-2021-008**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AMENDING APPENDIX A, FEE SCHEDULE, ARTICLE A5.000, SECTION A5.004, OF THE HUTTO CODE OF ORDINANCES TO UPDATE THE FEE SCHEDULE WITH THE IMPACT FEES ADOPTED BY ORDINANCE NO. O-2021-003 FOR PLATS RECORDED AFTER FEBRUARY 4, 2021; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.**

**WHEREAS**, the City of Hutto, Texas (the “City”) is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its Home Rule Charter; and

**WHEREAS**, on February 4, 2021, the City Council of the City of Hutto adopted Ordinance No. O-2021-003, amending the City of Hutto Water and Wastewater Impact Fees; and

**WHEREAS**, the City Council desires to amend the City’s Fee Schedule to include the impact fees adopted by Ordinance No. O-2021-003 for plats recorded after February 4, 2021.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:**

**SECTION I.**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**SECTION II.**

Appendix A, Article A5.000, Section A5.004 of the Hutto Code of Ordinances is hereby amended to read in accordance with *Attachment “A”* which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in *Attachment “A”*.

**SECTION III.**

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

#### **SECTION IV.**

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

#### **SECTION V.**

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

#### **SECTION VI.**

This Ordinance shall be effective immediately upon passage.

#### **SECTION VII.**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the \_\_\_\_ day of \_\_\_\_\_, 2021, by a vote of \_\_\_\_ (*ayes*) to \_\_\_\_ (*nays*) to \_\_\_\_ (*abstentions*) of the City Council of Hutto, Texas.

**THE CITY OF HUTTO, TEXAS**

---

Mike Snyder, Mayor Pro Tem

Attest:

---

Holly Nagy, City Secretary

**(SEAL)**

***ATTACHMENT “A”***

**Appendix A Fee Schedule**

**ARTICLE A5.000 Utilities**

**Sec. A5.004 Impact fees**

- (a) For plats recorded prior to February ~~1, 2013.~~ 4, 2021.
  - (1) Water, per service unit equivalent: [~~\$4,363.00.~~] \$3,625.00.
  - (2) Wastewater, per service unit equivalent: [~~\$1,068.00.~~] \$2,128.00.
- (b) For plats recorded after February ~~1, 2013.~~ 4, 2021.
  - (1) Water, per service unit equivalent: [~~\$3,625.00.~~] \$8,832.00.
  - (2) Wastewater, per service unit equivalent: [~~\$2,128.00.~~] \$2,788.00.

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

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, SETTING THE PUBLIC HEARING ON THE CREATION OF THE COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HUTTO, TEXAS, PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE.**

**WHEREAS**, the City of Hutto, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within its extraterritorial jurisdiction and its corporate limits; and

**WHEREAS**, on October 23, 2020, Hutto 372, Ltd., a Texas limited partnership and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (collectively, the “Owner”), filed with the City Secretary of Hutto (the “City Secretary”) a petition (the “Petition”), requesting the establishment of a public improvement district for property within the corporate limits of the City; and

**WHEREAS**, on February 23, 2020, the Petitioner filed with the City Secretary an amended and restated petition (the “Amended and Restated Petition”), amending, restating, and replacing in full the Petition filed on October 23, 2020; and

**WHEREAS**, the Amended and Restated Petition has been examined, verified, and found to meet the requirements of Section 372.005 and is sufficient for consideration by the City Council of the City (the “City Council”); and

**WHEREAS**, the City Council will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the corporate limits of the City in accordance with the Amended and Restated Petition; and

**WHEREAS**, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality in which the proposed public improvement district will be located before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district, attached as Exhibit “B”; and

**WHEREAS**, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:**

**SECTION 1.** All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

**SECTION 2.** The Amended and Restated Petition was submitted to the City and was filed with the City Secretary and complies with the Act.

**SECTION 3.** That a public hearing is hereby called for March 18, 2021 at 7:00 p.m., to be held at City Hall, in the City Council Chambers, 500 W. Live Oak Street, Hutto TX, for the purpose of hearing public testimony with respect to the creation of the public improvement district, and that any interested person may appear and provide testimony and comment on the advisability of the creation of the public improvement district.

**SECTION 4.** That attached hereto as Exhibit A is the Amended and Restated Petition for the Creation of a Public Improvement District within the City of Hutto, Texas for the Cottonwood Creek Public Improvement District. Attached hereto as Exhibit B is a form of the Notice of Public Hearing (the "Notice"), the general form and substance of which is hereby adopted and approved.

**SECTION 5.** That the City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the municipality in which the proposed public improvement district will be located, and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide notice before the 15th day before date of the public hearing.

**SECTION 6.** That City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the March 18, 2021 meeting of the City Council.

**SECTION 7.** That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

**SECTION 8.** That the City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all in accordance with and as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

**SECTION 9.** That this Resolution shall take effect from and after its passage and it is accordingly so resolved.

**PASSED & APPROVED** by the **CITY COUNCIL** of the **CITY OF HUTTO** on the \_\_\_\_ day of \_\_\_\_\_, 2021 on vote of \_\_\_\_ AYES; \_\_\_\_ NAYS; \_\_\_\_ ABSTENTIONS.

\_\_\_\_\_  
**MIKE SNYDER**  
**MAYOR PRO TEM**  
**CITY OF HUTTO**

**ATTEST:**

\_\_\_\_\_  
**HOLY NAGY**  
**CITY SECRETARY**  
**CITY OF HUTTO**

**EXHIBIT A**  
**AMENDED AND RESTATED PETITION FOR CREATION OF THE PID**

[To Be Attached]



## **EXHIBIT B NOTICE OF PUBLIC HEARING**

### **NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Hutto, Texas (“City”), will hold a public hearing to accept public comments and discuss the amended and restated petition (the “Petition”), filed by Hutto 372, Ltd. and Lennar Homes of Texas Land and Construction, Ltd., (the “Owner”), requesting that the City create a public improvement district (the “District”) to include property owned by the Owner.

**Time and Place of the Hearing.** The public hearing will be held at Hutto City Council Chambers, 500 W. Live Oak St., Hutto, Texas at 7 p.m. on March 18, 2021.

**General Nature of the Proposed Public Improvements.** The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, parking facilities, sidewalks, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) - (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) - (vii) above, including costs of establishing, administering and operating the District.

**Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire and construct the Authorized Improvements is \$20,000,000.00 (including issuance and other financing costs).

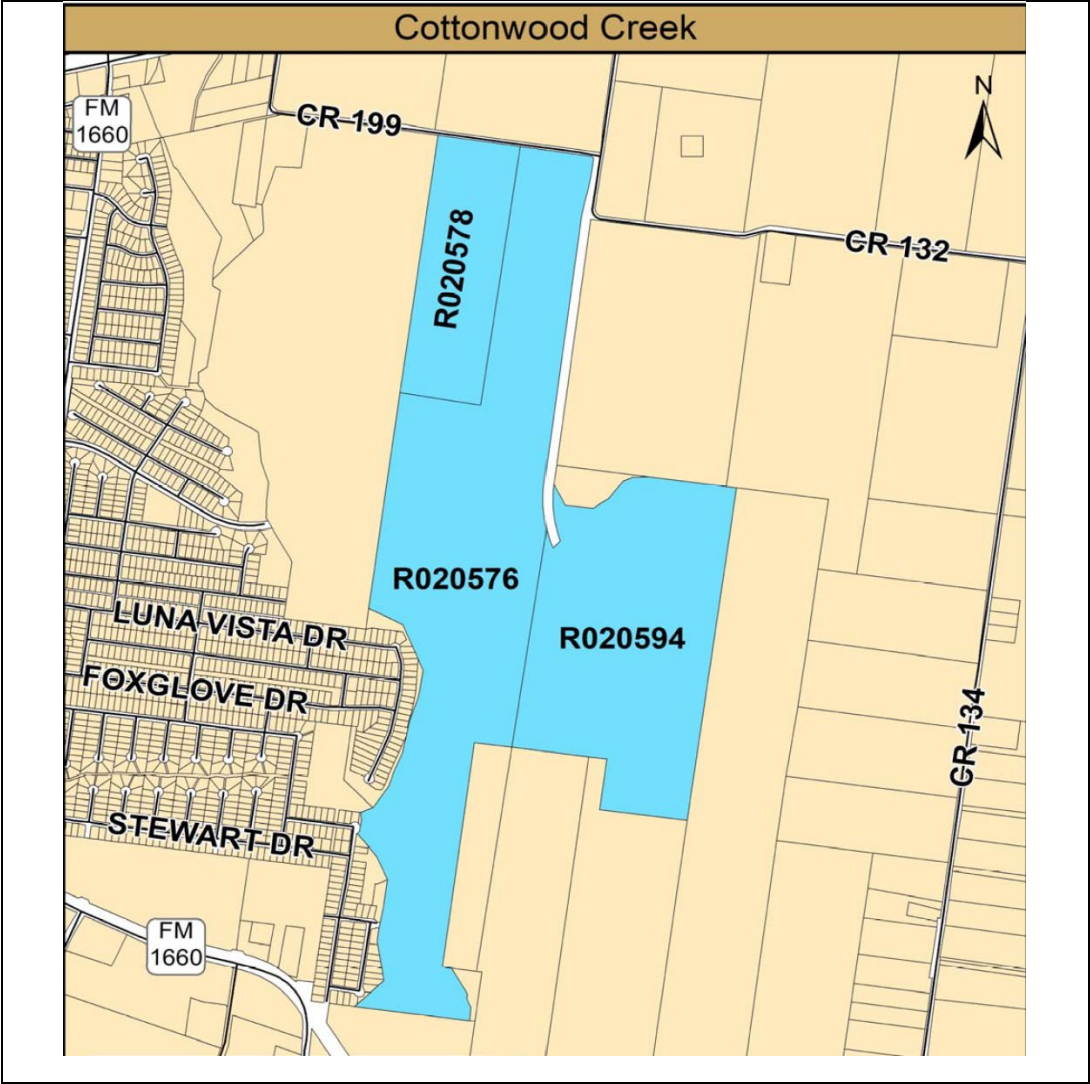
**Proposed District Boundaries.** The District is proposed to include approximately 370 acres of land generally located in Hutto, Williamson County, Texas, and being more fully described in Exhibit A attached hereto.

**Proposed Method of Assessment.** An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

**Proposed Apportionment of Cost between the District and the City.** Approval and creation of the District will not obligate the City to provide any funds to finance the Public Improvements. All of the costs of the Public Improvements will be paid from assessments levied on the property within the District and from other funds available to the Owner

EXHIBIT A



AMENDED AND RESTATED PETITION FOR THE CREATION OF A PUBLIC  
IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO COTTONWOOD CREEK  
DEVELOPMENT

THE STATE OF TEXAS     §  
                                          §  
CITY OF HUTTO           §

TO:   THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO

The undersigned petitioners (the “*Petitioners*”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “*Act*”), request that the City of Hutto create a public improvement district (the “*District*”) in the territory described in Exhibit A attached hereto (the “*Land*”) within the City of Hutto, Texas (the “*City*”), and in support of this amended and restated petition the Petitioners would present the following, amending and restating the “Petition for Creation of a Public Improvement District to Finance Improvements to Cottonwood Creek Development” submitted to the City on October 23, 2020 (the “*Original Petition*”):

Section 1.     Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Williamson County Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal. The Petitioners also include the intended successors in interest to certain owners of taxable real property within the area proposed for the District, and who will be responsible for the assessments against the property within the District.

Section 2.     General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) acquisition, construction, and improvement of water, wastewater and drainage facilities; (ii) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (iii) projects similar to those listed in subsections (i) – (iii) above; and (iv) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (iii) above, including costs of establishing, administering and operating the District, and public improvements located within a specific improvement area will provided special benefits only to land within that improvement area.

Section 3.     Estimated Cost and Terms of the Proposed Construction of the Public Improvements. The estimated cost of the proposed construction is \$20,000,000.00 (including issuance and other financing costs).

Section 4.     Boundaries. The proposed boundaries of the District are described on Exhibit A attached hereto. The proposed District is divided into three (3) separate tracts or improvement areas as shown on Exhibit A-1 attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements. Assessments will be limited to funding all or a portion of the cost of constructing or acquiring public improvements described in Section 2 above, and such assessments shall not be levied against an improvement area now owned by petitioner Hutto 372, Ltd., until petitioner Lennar Homes of Texas Land and Construction Ltd., or other person or entity, acquires title to land owned by petitioner Hutto 372, Ltd.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the PID will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory Board. An advisory board may be established by the City Council of the City (the "*City Council*") and recommend an improvement plan to the City Council.

Section 9. Consent to Assessment. The petitioners request that the City include language in the resolution creation the District that the City shall not levy any assessment on any property within the District without the express written consent of petitioner Hutto 372, Ltd., for so long as such petitioner owns any portion of land within the District.

Section 10. Amended and Restated Petition. This petition amends, restates, and replaces in full the Original Petition.

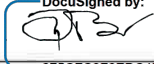
The signers of this petition request the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

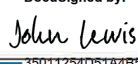
PETITIONER:

**Hutto 372, Ltd.**  
a Texas limited partnership

By: Austin Bay, Inc.  
a Texas corporation  
Its: General Partner

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Henry Branson  
Title: President

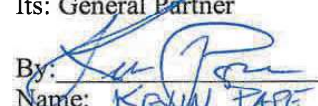
By: 501 W. 15<sup>th</sup>, Inc.  
a Texas corporation  
Its: General Partner

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: John Lewis  
Title: managing partner

**Lennar Homes of Texas Land and  
Construction, Ltd.**

a Texas limited partnership

By: Lennar Texas Holding  
Company  
a Texas corporation  
Its: General Partner

By:   
Name: KEVIN TATE  
Title: AUTHORIZED AGENT

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

EXHIBIT \_\_\_\_

Takedown 1- 9.487 Acre Tract  
Meadows at Cottonwood Creek, Phase One

LEGAL DESCRIPTION

FIELD NOTES FOR A 9.487 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; CONSISTING OF THE EXISTING RIGHT-OF-WAY OF BRANSON BOULEVARD (ROW ~ 90') AND LOT 1, BLOCK "A" AS SHOWN ON THE PLAT OF MEADOWS AT COTTONWOOD CREEK, PHASE ONE, AS RECORDED IN DOCUMENT NUMBER 2009067576 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 9.487 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BASELINE INC" found on the south right-of-way line of County Road 199 (R.O.W. ~ varies) no reference found, at the most northerly northeast corner of the remainder of 367.15 acre tract of land (Exhibit "A") as conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297, and 2003097298, all recorded in the Official Public Records of Williamson County, Texas, at the northwest corner of said Branson Boulevard, the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 82°20'52" E, coincident with the south right-of-way line of said County Road 199 and the north right-of-way line of said Branson Boulevard, a distance of 54.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west right-of-way line of County Road 132 (ROW ~ Varies), no reference found, at the northeast corner of the right-of-way of said Branson Boulevard, the northeast corner of the herein described tract;

THENCE, departing said south right-of-way line of County Road 199, coincident with said west right-of-way line of County Road 132, same being the east right-of-way line of said Branson Boulevard, the following three (3) courses:

- 1) S 07°35'33" W, a distance of 609.30 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) S 08°57'58" W, a distance of 29.75 feet to a 5/8-inch iron rod found, a re-entrant corner of the herein described tract;
- 3) S 81°13'49" E, a distance of 20.77 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northwest corner of a called 50 acre tract of land conveyed to Leshber Investment, LP in the Special Warranty Deed recorded in Document Number 2010007504 of the Official Public Records of Williamson County, Texas, an easterly corner of the herein described tract;

THENCE, S 07°57'27" W, coincident with the east right-of-way line of Branson Boulevard and the west line of said 50 acre tract, passing at a distance of 2,477.07 feet the southwest corner of said 50 acre tract, same being the northwest corner of a called 4.855 acre tract of land conveyed to Audrey Evans in Document Number 2010004677 of the Official Public Records of Williamson County, Texas, and continuing coincident with the east right-of-way line of Branson Boulevard and the west line of said 4.855 acre tract, a total distance of 2,675.76 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common westerly corner of the 4.855 acre tract and Lot 1, Block "A" as shown on the aforementioned subdivision plat of Meadows at Cottonwood Creek, Phase One, being a point of curvature of said right-of-way line and an angle point of the herein described tract;

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G:\TXC\PROJECTS\LENNAR\6104-00-COTTONWOOD\_PRELIM\06\_SURVEY\04\_FINAL\SM\B\6104-00 TAKEDOWN 1 -BRANSON BLVD ROW & LOT 1-M&B-  
PRELIM.DOCX



THENCE, in an easterly direction coincident with the common line of said Lot 1 and the 4.855 acre tract, the following three (3) courses;

- 1) S 26°27'39" E, a distance of 238.46 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) S 82°12'22" W, a distance of 270.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 52°49'21" E, a distance of 84.62 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found on the easterly line of the remainder of a called 5.57 acre tract of land (Exhibit "B") as described in Document Numbers 2003097296, 2003097297, and 2003097298 of the Official Public Records of Williamson County, Texas, at the most easterly corner of Lot 1, the most easterly corner of the herein described tract

THENCE, S 46°27'34" W, coincident with the common line of the remainder of said 5.57 acre tract and said Lot 1, passing at a distance of 76.59 feet the common corner of the remainder of the 5.57 acre tract and the remainder of the 367.15 acre tract and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Lot 1, passing at a distance of 532.25 feet the common corner of Lot 1 and the most easterly corner of the right-of-way line of said Branson Boulevard and continuing coincident with the common line of the remainder of the 367.15 acre tract and the terminal end of the right-of-way line of Branson Boulevard, a total distance of 631.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the south corner of said right-of-way line, the south corner of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and the west right-of-way line of Branson Boulevard the following eight (8) courses;

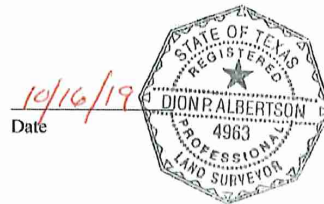
- 1) N 18°35'56" W, a distance of 57.25 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 2) Curving to the right, having a radius of 1,295.00 feet, an arc distance of 600.23 feet, a central angle of 26°33'23", a chord bearing of N 05°19'14" W, and a chord distance of 594.87 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 3) N 07°57'27" E, a distance of 2,675.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, a point of curvature of the herein described tract;
- 4) Curving to the right, having a radius of 1,545.00 feet, an arc distance of 173.21 feet, a central angle of 06°25'24", a chord bearing of N 11°10'09" E, and a chord distance of 173.12 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 5) N 14°22'51" E, a distance of 130.41 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;

- 6) Curving to the left, having a radius of 1,955.00 feet, an arc distance of 231.22 feet, a central angle of  $06^{\circ}46'35''$ , a chord bearing of  $N 10^{\circ}59'34'' E$ , and a chord distance of 231.08 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 7)  $N 07^{\circ}36'16'' E$ , a distance of 81.03 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found, a point of curvature of the herein described tract;
- 8) Curving to the left, having a radius of 25.00 feet, an arc distance of 39.25 feet, a central angle of  $89^{\circ}57'08''$ , a chord bearing of  $N 37^{\circ}22'18'' W$ , and a chord distance of 35.34 feet to the POINT OF BEGINNING and containing 9.487 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.



Dion P. Albertson RPLS No. 4963  
BGE, Inc.  
7330 San Pedro Ave, Suite 202  
San Antonio TX 78216  
Telephone: 210-581-3600  
TBPLS Licensed Surveying Firm No. 10194490



Client: Lennar  
Date: October 16, 2019  
Job No: 6104-00

EXHIBIT \_\_\_\_

Lennar-46.713 Acre Tract  
ALTA/NSPS Land Title Survey

LEGAL DESCRIPTION

FIELD NOTES FOR A 46.713 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS; BEING A CALLED 46.2 ACRE TRACT OF LAND WITH 17% INTEREST CONVEYED UNTO MYRON THOMAS JOHNSTON, II IN DOCUMENT NUMBER 2011057142 AND A CALLED 46.14 ACRE TRACT OF LAND WITH A 5/6 INTEREST CONVEYED UNTO LESCHBER INVESTMENTS, LP IN DOCUMENT NUMBER 2010007503, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 46.713 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of County Road 199 (R.O.W. Varies) no reference found, at the common corner of said 46.2 acre tract and a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas and the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 81°07'22" E, coincident with the common line of the 46.2 acre tract and said south right-of-way line, a distance of 781.88 feet (Record S 79°03'00" E, 764.04 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 46.2 acre tract and the remainder of a 367.15 acre tract of land (Exhibit "A") conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297 and 2003097298, all recorded in Official Public Records of Williamson County, Texas, the northeast corner of the 46.2 acre tract and the herein described tract, from which a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of said County Road 199, at the northwest end of the curve return from the west right-of-way line of Branson Boulevard as shown in Document Number 2009067576, Official Public Records of Williamson County, Texas bears S 82°20'52" E, a distance of 722.73 feet;

THENCE, S 07°42'37" W, departing said common line coincident with the common line of the 46.2 acre tract and the remainder of said 367.15 acre tract, a distance of 2603.60 feet (Record S 10°00'00" W, 2,598.44 feet) to a 1/2-inch iron rod (bent) found at the common corner of the 46.2 acre tract and the remainder of the 367.15 acre tract, the southeast corner of the herein described tract;

THENCE, N 80°26'51" W, continuing coincident with said common line, a distance of 784.53 feet (Record N 79°30'00" W, 781.39 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the east line of the aforementioned 167.461 acre tract at the common corner of the 46.2 acre tract and the remainder of the 367.15 acre, the southwest corner of the herein described tract, from which a 5/8"-inch iron rod found at an angle point in the east line of the 167.461 acre tract bears S 07°45'48" W, a distance of 1,563.00 feet;

THENCE, N 07°45'48" E, coincident with the common line of the 46.2 acre tract and said 167.461 acre tract, a distance of 2594.31 feet (Record N 10°23'00" E, 2,604.35 feet) to the POINT OF BEGINNING and containing 46.713 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.



Dion P. Albertson RPLS No. 4963  
BGE, Inc.  
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San Antonio TX 78216  
Telephone: 210-581-3600  
TBPLS Licensed Surveying Firm No. 10194490



Client: Lennar  
Date: August 29, 2019  
Job No: 6104-00

EXHIBIT \_\_\_\_

Lennar-314.112 Acre Tract  
ALTA/NSPS Land Title Survey

LEGAL DESCRIPTION

FIELD NOTES FOR A 314.112 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271 AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINING PORTION OF A CALLED 367.15 ACRE TRACT OF LAND (EXHIBIT "A") AND THE REMAINING PORTION OF A 5.57 ACRE TRACT OF LAND (EXHIBIT "B") AS CONVEYED UNTO HUTTO 372, LTD IN DOCUMENT NUMBERS 2003097296, 2003097297 AND 2003097298 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 314.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south line of a called 87.81 acre tract of land conveyed unto Larry W. Leschber in Volume 2430, Page 332, Official Public Records of Williamson County Texas at the northwest corner of a called 143.5 acre tract of land conveyed unto LPL Investments, LP in Document Number 2010007498, Official Public Records of Williamson County Texas, an easterly corner of the remainder of said 367.15 acre tract and the **POINT OF BEGINNING** of the herein described tract;

THENCE, S 07°51'01" W, coincident with the common line of said 143.5 acre tract and the remainder of the 367.15 acre tract, a distance of 3370.40 feet (Record S 10°48'00" W, 3,369.65 feet) to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the remainder of the 367.15 acre tract and a called 45.77 acre tract of land (Tract 2) conveyed unto Swindoll Investments, LP in Document Number 2008093458, Official Public Records of Williamson County Texas, an easterly corner of the herein described tract;

THENCE, N 82°47'03" W, coincident with the common line of the remainder of the 367.15 acre tract, said 45.77 acre tract and a 34.17 acre tract of land (Tract 3) conveyed unto Swindoll Investments, LP in said Document Number 2008093458, a distance of 848.98 feet (Record N 79°53' W, 848.80 feet) to a 5/8-inch iron rod found, a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°41'41" E, coincident with the common line of the 367.15 acre tract and said 34.17 acre tract, a distance of 516.58 feet (Record N 10°38' E, 516.45 feet) to a 5/8-inch iron rod found (disturbed) at the most northeasterly corner of the 34.17 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°32'58" W, continuing coincident with said common line a distance of 185.35 feet (Record N 79°37'30" W, 185.35 feet) to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the 34.17 acre tract and a called 28.435 acre tract of land (Tract B) conveyed unto Claudia Ann Crislip in Document Number 2018083501, Official Public Records of Williamson County Texas, and angle point of the remainder of the 367.15 acre tract and the herein described tract ;

THENCE, N 82°47'28" W, coincident with the common line of the remainder of the 367.15 acre tract and said 28.435 acre tract, a distance of 385.56 feet (Record N 79°52' W, 385.56 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 28.435 acre tract and the remainder of a called 50.00 acre tract of land (Tract A) as conveyed unto Claudia Ann Crislip in said Document Number 2018083501, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°44'28" W, coincident with the common line of the remainder of the 367.15 acre tract and the remainder of the 50.00 acre tract, a distance of 717.71 feet (Record N 79°49' W, 717.56 feet) to a 5/8-inch iron rod found (disturbed) at the northwest corner of the remainder of the said 50.00 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 07°38'02" W, coincident with the common line of the remainder of the 367.15 acre tract and the remainder of the 50.00 acre tract, a distance of 2,275.38 feet (Record S 10°33'30" W, 2,275.32 feet) to a 5/8-inch iron rod found at the southwest corner of the remainder of the 50.00 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 82°52'10" E, continuing coincident with said common line, a distance of 89.67 feet (Record S 79°20'30" E, 88.93 feet) to a 5/8-inch iron rod found at the northwest corner of a 1.54 acre tract of land (Tract C) conveyed unto Claudia Ann Crislip in said Document Number 2018083501, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, in a southeasterly direction, coincident with the common line of the remainder of the 367.15 acre tract and said 1.54 acre tract the following four (4) courses;

- 1) S 30°02'22" E, a distance of 303.35 feet (Record S 27°20' E, 303.05 feet) to a 5/8-inch iron rod found, an angle point of the herein described tract;
- 2) S 08°06'32" W, a distance of 47.67 feet (Record S 11°02' W, 47.67 feet) to a 5/8-inch iron rod found, an angle point of the herein described tract;
- 3) S 24°41'28" E, a distance of 97.74 feet (Record S 21°46' E, 97.74 feet) to a 5/8-inch iron rod found, an angle point of the herein described tract;
- 4) S 05°33'25" W, a distance of 132.75 feet (Record N 08°23' 30" W, 132.90 feet) to a 1/2-inch iron rod found on the north line of the remainder of a called 41 acre tract of land (Tract 3) as conveyed unto Wallin Farm and Ranch Partnership, LTD. in Document Number 2004043044, Official Public Records of Williamson County, Texas, the southwest corner of the 1.54 acre tract and the southeast corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°40'21" W, coincident with the common line of the remainder of the 367.15 acre tract and said remainder of the 41 acre tract, a distance of 882.65 feet (Record N 79°45'00" W, 882.21 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°25'26" W, continuing coincident with said line, a distance of 222.64 feet (Record N 79°14'30" W, 222.64 feet) to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" at the southeast corner of Glenwood, Phase 4B Final Plat as shown in Document Number 2007051616, Official Public Records of Williamson County Texas, the southwest corner of the 367.15 acre tract and the herein described tract;

THENCE, departing said common line, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood, Phase 4B Final Plat the following eight (8) courses;

- 1) N 47°40'09" E, passing at a distance of 215.64 feet a 1/2-inch iron rod found at the common corner of Lot 5 and Lot 6, said Glenwood, Phase 4B and continuing a total distance of 393.88 feet (Record N 50°08'25" E, 393.88 feet) to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEY", an angle point of the herein describe tract;
- 2) N 09°52'12" W, a distance of 402.95 feet (Record N 07°23'56" W, 402.86 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 08°21'28" E, passing a distance of 184.17 feet to a 1/2-inch iron rod found at the common corner of the right-of-way of Fishbaugh Lane ( R.O.W. ~ 60') as shown on said plat of Glenwood, Phase 4B and Lot 1A, Amending Plat of Lot 14, Block C, Glenwood, Phase 4A And Lot 1, Block C, Glenwood, Phase 4B as recorded in Document Number 2008041948, Official Public Records of Williamson County Texas, and continuing coincident with the common line of the 367.15 acre tract and said Amending Plat a total distance of 618.28 feet (Record N 10°49'44" E, 618.14 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) N 23°37'35" W, a distance of 253.00 feet (Record N 21°09'19" W, 252.94 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 5) N 37°47'11" W, passing at a distance of 130.91 feet a 1/2-inch iron rod with a cap (not readable) found at the common corner of said Amending Plat and said Glenwood, Phase 4B Final Plat and continuing coincident with the common of the remainder of the 367.15 acre tract and said Glenwood Phase 4 Final Plat, a total distance of 300.83 feet (Record N 35°18'55" W, 300.76 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 6) N 36°44'56" E, a distance of 33.82 feet (Record N 39°13'12" E, 33.81 feet) to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEYING" found (disturbed), an angle point of the herein described tract;
- 7) N 09°45'43" E, a distance of 105.17 feet (Record N 12°13'59" E, 105.15 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;

- 8) N 03°49'57" W, a distance of 80.55 feet (Record N 01°21'41" W, 80.12 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, at the common corner of said Glenwood, Phase 4B Final Plat and Glenwood Subdivision Phase 2A recorded in Document Number 2005009450, Official Public Records of Williamson County, Texas, an angle point of the herein described tract;

THENCE, N 68°36'49" E, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood Subdivision Phase 2A, passing at a distance of 130.56 feet a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found at the common corner of said Glenwood Subdivision Phase 2A and Final Subdivision Plat of Glenwood, Phase 5 recorded in Document Number 2015064417, Official Public Records of Williamson County, Texas and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5, a total distance of 131.68 feet (Record N 71°05'48" E, 131.68 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5 the following nine (9) courses;

- 1) N 35°27'01" E, a distance of 261.78 feet (Record N 37°56'07" E, 261.78 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) N 18°05'26" E, a distance of 168.87 feet (Record N 20°34'32" E, 168.87 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 23°30'07" E, a distance of 193.50 feet (Record N 25°59'13" E, 193.50 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) N 12°03'26" E, a distance of 351.52 feet (Record N 14°32'32" E, 351.52 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 5) N 20°06'10" E, a distance of 239.67 feet (Record N 22°35'16" E, 239.67 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 6) N 09°10'51" E, a distance of 262.53 feet (Record N 11°39'57" E, 262.53 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 7) N 23°02'13" W, passing at a distance of 131.52 feet a 1/2-inch iron rod with a cap (unreadable) found and continuing a total distance of 501.47 feet (Record N 20°33'07" W, 501.47 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 8) N 63°11'02" W, a distance of 263.49 feet (Record N 60°41'56" W, 263.49 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;



- 9) N 65°23'04" W, a distance of 103.10 feet (Record N 62°53'58" W, 103.10 feet) to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found on the east line of a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas, the most northerly corner of said Final Subdivision Plat of Glenwood, Phase 5, a westerly corner of the herein described tract;

THENCE, N 07°33'56" E, coincident with the common line of the 367.15 acre tract and said 167.461 acre tract a distance of 643.54 feet (Record N 07°33'56" E, 643.67 feet) to a 5/8-inch iron rod found, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°45'48" E, continuing coincident with said common line a distance of 1563.00 feet (Record N 10°38'30" E, 1,565.39 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southwest corner of a called 46.2 acre tract of land with 17% interest conveyed unto Myron Thomas Johnston, II in Document Number 2011057142 and a called 46.14 acre tract of land with a 5/6 interest conveyed unto Leschber Investments, LP in Document Number 2010007503, Official Public Records of Williamson County, Texas, a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 80°26'51" E, coincident with the common line of the remainder of the 367.15 acre tract and said 46.2 acre tract a distance of 784.53 feet (Record S 77°21'00" E, 785.62 feet) to a 1/2-inch iron rod found (bent) for the southeast corner of said 46.2 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°42'37" E, continuing coincident with said common line, a distance of 2603.60 feet (Record N 10°37'00" E, 2,602.65 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south right-of-way line of County Road 199 (R.O.W. Varies) no reference found, at the common corner of the remainder of the 367.15 acre tract and the 46.2 acre tract, the most northwesterly corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the northwest corner of the 46.2 acre tract bears N 81°07'22" W, a distance of 781.88 feet;

THENCE, S 82°20'52" E, coincident with the common line of the remainder of the 367.15 acre tract and said south right-of-way line a distance of 722.73 feet (Record S 79°31'00" E, 722.73 feet) to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the northwest end of the curve return from the west right-of-way line of Branson Boulevard as shown in Document Number 2009067576, Official Public Records of Williamson County, Texas, a point of curvature of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, curving to the right, coincident with said curve return, an arc distance of 39.25 feet, a radius of 25.00 feet, a central angle of 89°57'08" and a chord bearing of S 37°22'18" E, (Record S 37°22'37" E) and a chord distance of 35.34 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at a point of tangency of the remainder of the 367.15 acre tract and the herein described tract;

THENCE in a southerly direction, coincident with the common line of the remainder of the 367.15 acre tract and the west right-of-way line of said Branson Boulevard the following seven (7) courses;

- 1) S 07°36'16" W, a distance of 81.03 feet (Record S 07°35'57" W, 81.02 feet) to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 2) Curving to the right, an arc distance of 231.22 feet, a radius of 1955.00 feet, a central angle of 06°46'35", a chord bearing of S 10°59'34" W, (Record S 10°59'15" W) and a chord distance of 231.08 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 3) S 14°22'51" W, a distance of 130.41 feet (Record S 14°22'32" W, 130.41 feet) to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 4) Curving to the left, an arc distance of 173.21 feet, a radius of 1545.00 feet, a central angle of 06°25'24", a chord bearing of S 11°10'09" W, (Record S 11°09'50" W) and a chord distance of 173.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, a point of tangency of the herein described tract;
- 5) S 07°57'27" W, a distance of 2,675.72 feet (Record S 07°57'08" E, 2,675.72 feet) to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 6) Curving to the left, an arc distance of 600.23 feet, a radius of 1295.00 feet, a central angle of 26°33'23", a chord bearing of S 05°19'14" E, (Record S 05°19'44" E) a chord distance of 594.87 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 7) S 18°35'56" E, a distance of 57.25 feet (Record S 18°36'15" E, 57.25 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the south corner of said right-of-way, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 46°27'34" E, coincident with the common line of the remainder of the 367.15 acre tract, the southeast end of said right-of-way and Lot 1, Block A, Meadows At Cottonwood Creek Phase One as shown on Document Number 2009067576, Official Public Records of Williamson County, Texas, a distance of 631.51 feet (Record N 46°27'15" E, 631.51 feet) to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at angle point of a 4.855 acre tract of land conveyed unto Audrey Evans in Document Number 2010004677 and described in Document Number 2003097300 both recorded in the Official Public Records of Williamson County Texas, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, in a northeasterly direction, coincident with the common line of the remainder of the 367.15 acre tract and said 4.855 acre tract the following five (5) courses;

- 1) N 52°49'21" E, a distance of 19.89 feet (Record N 52°57'35" E, 20.26 feet) to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found, an angle point of the herein described tract;

- 2) N 49°15'10" E, a distance of 102.08 feet (Record N 48°41'59" E, 101.22 feet) to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found, an angle point of the herein described tract;
- 3) N 38°02'42" E, a distance of 96.62 feet (Record N 38°03'07" E, 96.62 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) N 37°41'23" E, a distance of 125.99 feet (Record N 37°41'48" E, 125.99 feet) to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found, an angle point of the herein described tract;
- 5) N 66°38'01" E, a distance of 102.61 feet (Record N 66°38'26" E, 102.61 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, on the south line of a called 50 acre tract (Third Tract) as conveyed unto Leschber Investments, LP in Document Number 2010007504, Official Public Records of Williamson County, Texas, an angle point of the herein described tract corner;

THENCE, S 82°13'58" E, coincident with the common line of the remainder of the 367.15 acre tract, said 50 acre tract, a called 43.34 acre tract of land conveyed unto Leschber Investments, LP in said Document Number 2010007504 and the aforementioned called 87.71 acre tract a distance of 1001.06 feet (Record S 79°15'00" E, 1,002.16 feet) to the **POINT OF BEGINNING** and containing 314.112 acres of land, more or less.

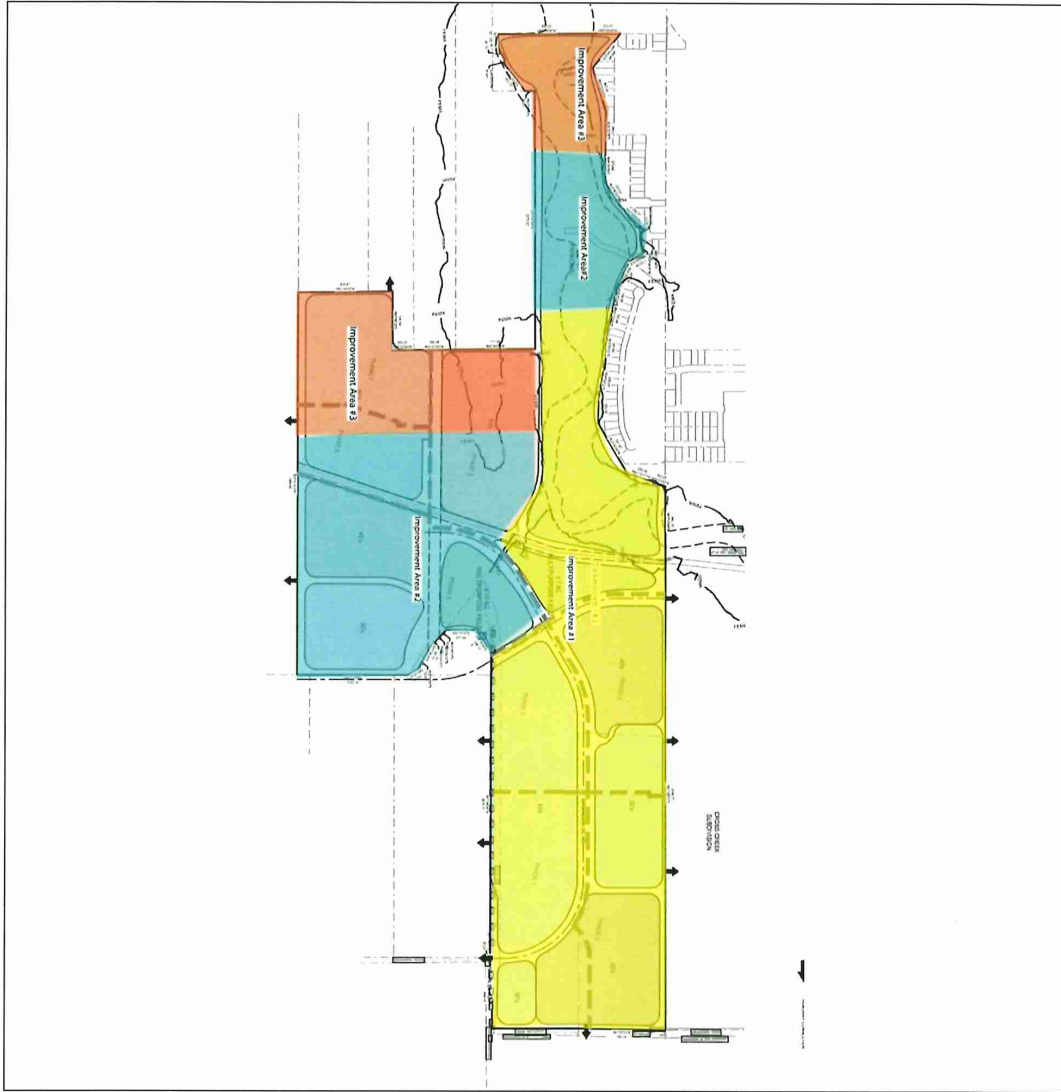
I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.

  
 Dion P. Albertson RPLS No. 4963  
 BGE, Inc.  
 7330 San Pedro Ave, Suite 202  
 San Antonio TX 78216  
 Telephone: 210-581-3600  
 TBPLS Licensed Surveying Firm No. 10194490



Client: Lennar  
 Date: August 29, 2019  
 Job No: 6104-00

Exhibit A-1



**Lennar  
Cottonwood Creek  
Table of Contents  
February 19, 2021**

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**Exhibit A**  
**Lennar**  
**Cottonwood Creek**  
**Summary**  
**February 19, 2021**

| Description                         |  | Value                |
|-------------------------------------|--|----------------------|
| PID Equivalent Tax Rate             |  | \$ 0.40              |
| Total Equivalent Tax Rate with PID  |  | \$ 3.08              |
| Assessed Value                      |  | \$ 278,567,266       |
| VTL Ratio                           |  | 3.13                 |
| Residential Units                   |  | 1,056                |
| Bond Term                           |  | 30 Years             |
| <i>Issuance Date:</i>               |  |                      |
| NIA 1 Bond                          |  | September-21         |
| NIA 2 Bond                          |  | September-23         |
| NIA 3 Bond                          |  | September-25         |
| <i>Bond Issuance Details:</i>       |  |                      |
| <b>Gross Bond Amounts</b>           |  |                      |
| NIA 1 Bond                          |  | \$ 8,125,000         |
| NIA 2 Bond                          |  | \$ 3,700,000         |
| NIA 3 Bond                          |  | \$ 4,175,000         |
| <b>Total Special Assessments</b>    |  | <b>\$ 16,000,000</b> |
| <b>Net Proceeds:</b>                |  |                      |
| NIA 1 Bond                          |  | \$ 6,841,250         |
| NIA 2 Bond                          |  | \$ 3,109,250         |
| NIA 3 Bond                          |  | \$ 3,510,250         |
| <b>Total Net Proceeds</b>           |  | <b>\$ 13,460,750</b> |
| Average Annual Installment Per Unit |  | \$ 1,064             |

**Exhibit B**  
**Lennar**  
**Cottonwood Creek**  
**PID Qualified Costs**  
**February 19, 2021**

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| Qualified Improvements [a]          | NIA 1                | NIA 2               | NIA 3               | Total Costs          |
|-------------------------------------|----------------------|---------------------|---------------------|----------------------|
| <b>Hard Costs</b>                   |                      |                     |                     |                      |
| Wastewater                          | \$ 1,979,137         | \$ 854,260          | \$ 535,567          | \$ 3,368,964         |
| Water                               | \$ 2,248,090         | \$ 1,094,808        | \$ 784,630          | \$ 4,127,528         |
| Streets                             | \$ 6,076,442         | \$ 2,873,385        | \$ 2,276,159        | \$ 11,225,986        |
| <b>Total Qualified Improvements</b> | <b>\$ 10,303,669</b> | <b>\$ 4,822,453</b> | <b>\$ 3,596,355</b> | <b>\$ 18,722,477</b> |

Footnotes:

[a] Per the budget provided on 6/8/20.

**Exhibit C**  
**Lennar**  
**Cottonwood Creek**  
**AV Assessment Spread**  
**February 19, 2021**

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| Lot Type [a]                           | Units [a]    | Average Improved Lot Value [b] | Improved Land Value  | Projected AV per Unit[c][d] | Projected Assessed Value | Total Assessment     | Average Annual Installment | Assessment Per Unit | Annual Installment per Unit | Average Equivalent Tax Rate (per \$100/AV) |
|----------------------------------------|--------------|--------------------------------|----------------------|-----------------------------|--------------------------|----------------------|----------------------------|---------------------|-----------------------------|--------------------------------------------|
| <b>Neighborhood Improvement Area 1</b> |              |                                |                      |                             |                          |                      |                            |                     |                             |                                            |
| Townhome                               | 8            | \$ 37,945                      | \$ 303,563           | \$ 189,727                  | \$ 1,517,816             | \$ 91,118            | \$ 6,124                   | \$ 11,390           | \$ 765                      | \$ 0.40                                    |
| 40'                                    | 236          | \$ 43,394                      | \$ 10,241,031        | \$ 216,971                  | \$ 51,205,156            | \$ 3,073,947         | \$ 206,588                 | \$ 13,025           | \$ 875                      | \$ 0.40                                    |
| 50'                                    | 306          | \$ 54,001                      | \$ 16,524,306        | \$ 270,005                  | \$ 82,621,530            | \$ 4,959,935         | \$ 333,338                 | \$ 16,209           | \$ 1,089                    | \$ 0.40                                    |
| <b>NIA 1 Total</b>                     | <b>550</b>   | <b>\$ 49,216</b>               | <b>\$ 27,068,900</b> | <b>\$ 246,081</b>           | <b>\$ 135,344,502</b>    | <b>\$ 8,125,000</b>  | <b>\$ 546,050</b>          | <b>\$ 14,773</b>    | <b>\$ 993</b>               | <b>\$ 0.40</b>                             |
| <b>Neighborhood Improvement Area 2</b> |              |                                |                      |                             |                          |                      |                            |                     |                             |                                            |
| Townhome                               | 138          | \$ 39,478                      | \$ 5,448,018         | \$ 197,392                  | \$ 27,240,092            | \$ 1,483,577         | \$ 110,035                 | \$ 10,751           | \$ 797                      | \$ 0.40                                    |
| 45'                                    | 77           | \$ 50,980                      | \$ 3,925,493         | \$ 254,902                  | \$ 19,627,466            | \$ 1,068,970         | \$ 79,284                  | \$ 13,883           | \$ 1,030                    | \$ 0.40                                    |
| 50'                                    | 75           | \$ 56,183                      | \$ 4,213,698         | \$ 280,913                  | \$ 21,068,490            | \$ 1,147,453         | \$ 85,105                  | \$ 15,299           | \$ 1,135                    | \$ 0.40                                    |
| <b>NIA 2 Total</b>                     | <b>290</b>   | <b>\$ 46,852</b>               | <b>\$ 13,587,210</b> | <b>\$ 234,262</b>           | <b>\$ 67,936,049</b>     | <b>\$ 3,700,000</b>  | <b>\$ 274,425</b>          | <b>\$ 12,759</b>    | <b>\$ 946</b>               | <b>\$ 0.40</b>                             |
| <b>Neighborhood Improvement Area 3</b> |              |                                |                      |                             |                          |                      |                            |                     |                             |                                            |
| 50'                                    | 112          | \$ 58,452                      | \$ 6,546,671         | \$ 292,262                  | \$ 32,733,355            | \$ 1,815,217         | \$ 131,939                 | \$ 16,207           | \$ 1,178                    | \$ 0.40                                    |
| 70'                                    | 104          | \$ 81,833                      | \$ 8,510,672         | \$ 409,167                  | \$ 42,553,361            | \$ 2,359,783         | \$ 171,520                 | \$ 22,690           | \$ 1,649                    | \$ 0.40                                    |
| <b>NIA 3 Total</b>                     | <b>216</b>   | <b>\$ 69,710</b>               | <b>\$ 15,057,343</b> | <b>\$ 348,550</b>           | <b>\$ 75,286,716</b>     | <b>\$ 4,175,000</b>  | <b>\$ 303,459</b>          | <b>\$ 19,329</b>    | <b>\$ 1,405</b>             | <b>\$ 0.40</b>                             |
| <b>Grand Total</b>                     | <b>1,056</b> | <b>\$ 52,759</b>               | <b>\$ 55,713,453</b> | <b>\$ 263,795</b>           | <b>\$ 278,567,266</b>    | <b>\$ 16,000,000</b> | <b>\$ 1,123,934</b>        | <b>\$ 15,152</b>    | <b>\$ 1,064</b>             | <b>\$ 0.40</b>                             |

## Footnotes

[a] Per information provided on 6/8/20.

[b] For illustration purposes, improved lot value is derived as 20% of the projected assessed value per unit.

[c] Per email discussion with client 1/9/20.

[d] Home price inflated 2.00% per year.



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**Exhibit D**  
**Lennar**  
**Cottonwood Creek**  
**Ad Valorem Tax Revenues**  
**February 19, 2021**

| <b>Tax Entity</b>             | <b>2020 Ad Valorem Rate<br/>per \$100 AV</b> | <b>Annual<br/>Revenues Upon<br/>Project Buildout</b> |
|-------------------------------|----------------------------------------------|------------------------------------------------------|
| A. Projected AV Upon Buildout |                                              | <b>\$ 278,567,266</b>                                |
| B. Ad Valorem Taxes [a]       |                                              |                                                      |
| City of Hutto                 | \$ 0.6000                                    | \$ 1,671,404                                         |
| Hutto ISD                     | \$ 1.4665                                    | \$ 4,085,189                                         |
| Williamson County             | \$ 0.4187                                    | \$ 1,166,414                                         |
| Williamson County ESD #3      | \$ 0.1000                                    | \$ 278,567                                           |
| EWC Higher Education Center   | \$ 0.0484                                    | \$ 134,938                                           |
| Williamson County FM/Rd       | \$ 0.0400                                    | \$ 111,427                                           |
| <b>Total Ad Valorem</b>       | <b>\$ 2.6737</b>                             | <b>\$ 7,447,939</b>                                  |

## Footnotes:

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[a] 2020 rates per the Williamson Central Appraisal District.

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**Exhibit E  
Lennar  
Cottonwood Creek  
Competitive Tax Rates  
February 19, 2021**

|                                          |              |                             |              |                             |              |
|------------------------------------------|--------------|-----------------------------|--------------|-----------------------------|--------------|
| <b>Competitive Tax Rate Rankings [a]</b> |              | <b>Cottonwood Creek</b>     |              | <b>Cross Creek</b>          |              |
| Mustang Creek                            | 3.204        | City of Hutto               | 0.600        | City of Hutto               | 0.600        |
| Emory Crossing                           | 3.100        | EWC Higher Education Center | 0.048        | Williamson County           | 0.419        |
| <b>Cottonwood Creek</b>                  | <b>3.077</b> | Hutto ISD                   | 1.467        | Williamson County ESD #3    | 0.100        |
| Siena                                    | 3.044        | Williamson County           | 0.419        | EWC Higher Education Center | 0.048        |
| Cross Creek                              | 3.023        | Williamson County ESD #3    | 0.100        | Hutto ISD                   | 1.467        |
| Park at Bushy Creek                      | 2.694        | Williamson County FM/Rd     | 0.040        | Williamson County FM/Rd     | 0.040        |
| Riverwalk                                | 2.694        | Subtotal                    | 2.674        | Cross Creek PID             | 0.349        |
| Emory Farms                              | 2.694        | Plus: Proposed PID          | 0.403        | <b>Total</b>                | <b>3.023</b> |
| Carmel Creek                             | 2.694        | <b>Total</b>                | <b>3.077</b> |                             |              |
| Hutto Highlands                          | 2.674        |                             |              |                             |              |
| <b>Market Average</b>                    | <b>2.869</b> |                             |              |                             |              |

|                             |              |                             |              |                             |              |
|-----------------------------|--------------|-----------------------------|--------------|-----------------------------|--------------|
| <b>Hutto Highlands</b>      |              | <b>Carmel Creek</b>         |              | <b>Emory Farms</b>          |              |
| Williamson County           | 0.419        | Williamson County           | 0.419        | Williamson County           | 0.419        |
| City of Hutto               | 0.600        | Williamson County ESD #3    | 0.100        | City of Hutto               | 0.600        |
| Williamson County ESD #3    | 0.100        | Hutto ISD                   | 1.467        | Williamson County ESD #3    | 0.100        |
| Hutto ISD                   | 1.467        | EWC Higher Education Center | 0.048        | Hutto ISD                   | 1.467        |
| EWC Higher Education Center | 0.048        | Upper Brushy Creek WCID     | 0.020        | EWC Higher Education Center | 0.048        |
| Williamson County FM/Rd     | 0.040        | City of Hutto               | 0.600        | Upper Brushy Creek WCID     | 0.020        |
|                             |              | Williamson County FM/Rd     | 0.040        | Williamson County FM/Rd     | 0.040        |
| <b>Total</b>                | <b>2.674</b> | <b>Total</b>                | <b>2.694</b> | <b>Total</b>                | <b>2.694</b> |

|                             |              |                             |              |                             |              |
|-----------------------------|--------------|-----------------------------|--------------|-----------------------------|--------------|
| <b>Park at Bushy Creek</b>  |              | <b>Riverwalk</b>            |              | <b>Siena</b>                |              |
| Williamson County           | 0.419        | Williamson County           | 0.419        | Williamson County           | 0.419        |
| City of Hutto               | 0.600        | City of Hutto               | 0.600        | Williamson County ESD #3    | 0.100        |
| Williamson County ESD #3    | 0.100        | Williamson County ESD #3    | 0.100        | Hutto ISD                   | 1.467        |
| Hutto ISD                   | 1.467        | Hutto ISD                   | 1.467        | EWC Higher Education Center | 0.048        |
| EWC Higher Education Center | 0.048        | EWC Higher Education Center | 0.048        | Siena MUD                   | 0.950        |
| Upper Brushy Creek WCID     | 0.020        | Upper Brushy Creek WCID     | 0.020        | Upper Brushy Creek WCID     | 0.020        |
| Williamson County FM/Rd     | 0.040        | Williamson County FM/Rd     | 0.040        | Williamson County FM/Rd     | 0.040        |
| <b>Total</b>                | <b>2.694</b> | <b>Total</b>                | <b>2.694</b> | <b>Total</b>                | <b>3.044</b> |

|                             |              |                             |              |
|-----------------------------|--------------|-----------------------------|--------------|
| <b>Emory Crossing</b>       |              | <b>Mustang Creek</b>        |              |
| Williamson County           | 0.419        | Williamson County           | 0.419        |
| City of Hutto               | 0.600        | City of Hutto               | 0.600        |
| Williamson County ESD #3    | 0.100        | Williamson County ESD #3    | 0.100        |
| Hutto ISD                   | 1.467        | Hutto ISD                   | 1.467        |
| Upper Brushy Creek WCID     | 0.020        | EWC Higher Education Center | 0.048        |
| EWC Higher Education Center | 0.048        | Williamson County FM/Rd     | 0.040        |
| Williamson County FM/Rd     | 0.040        | Mustang Creek PID           | 0.530        |
| Emory Crossing PID          | 0.406        |                             |              |
| <b>Total</b>                | <b>3.100</b> | <b>Total</b>                | <b>3.204</b> |

## Footnotes:

[a] 2020 rates per the Williamson Central Appraisal District.

**Exhibit F**  
**Lennar**  
**Cottonwood Creek**  
**Value to Lien Analysis**  
**February 19, 2021**

| Description                                   | NIA 1 Bond             | NIA 2 Bond            | NIA 3 Bond            | Total                  |
|-----------------------------------------------|------------------------|-----------------------|-----------------------|------------------------|
| Developer Phases                              | 1-4                    | 5-6                   | 7-8                   |                        |
| Bond Issuance Date                            | 9/1/2021               | 9/1/2023              | 9/1/2025              |                        |
| Interest Rate                                 | 4.50%                  | 4.50%                 | 4.50%                 |                        |
| Term                                          | 30                     | 30                    | 30                    |                        |
| Capitalized Interest (Months)                 | 0                      | 0                     | 0                     |                        |
| Projected Assessed Value                      | \$ 135,344,502         | \$ 67,936,049         | \$ 75,286,716         | \$ 278,567,266         |
| Entitled Land Value                           |                        |                       |                       |                        |
| Improved Land Value                           | \$ 27,068,900          | \$ 13,587,210         | \$ 15,057,343         |                        |
| Less Prior Bond Issues                        | \$ -                   | \$ -                  | \$ -                  |                        |
| Less: Appraisal Discount (10%)                | \$ (2,706,890)         | \$ (1,358,721)        | \$ (1,505,734)        |                        |
| Plus: Improvements Funded                     |                        |                       |                       |                        |
| <b>Estimated Net Value</b>                    | <b>\$ 24,362,010</b>   | <b>\$ 12,228,489</b>  | <b>\$ 13,551,609</b>  | <b>\$ 50,142,108</b>   |
| <b>Projected PID Gross Bond Amount</b>        | <b>\$ 8,125,000</b>    | <b>\$ 3,700,000</b>   | <b>\$ 4,175,000</b>   | <b>\$ 16,000,000</b>   |
| <b>Less:</b>                                  |                        |                       |                       |                        |
| Reserve Fund                                  | \$ (511,875)           | \$ (239,250)          | \$ (268,125)          | \$ (1,019,250)         |
| Capitalized Interest [a]                      | \$ -                   | \$ -                  | \$ -                  | \$ -                   |
| Underwriter Discount/Underwriter Counsel (3%) | \$ (243,750)           | \$ (111,000)          | \$ (125,250)          | \$ (480,000)           |
| Cost of Issuance (6.5%)                       | \$ (528,125)           | \$ (240,500)          | \$ (271,375)          | \$ (1,040,000)         |
| <b>Net Bond Proceeds</b>                      | <b>\$ 6,841,250</b>    | <b>\$ 3,109,250</b>   | <b>\$ 3,510,250</b>   | <b>\$ 13,460,750</b>   |
| <b>VTL Ratio</b>                              | <b>3.00</b>            | <b>3.30</b>           | <b>3.25</b>           | <b>3.13</b>            |
| <b>Net Construction Proceeds</b>              | <b>\$ 6,841,250</b>    | <b>\$ 3,109,250</b>   | <b>\$ 3,510,250</b>   | <b>\$ 13,460,750</b>   |
| <b>Construction Costs</b>                     | <b>\$ (10,303,669)</b> | <b>\$ (4,822,453)</b> | <b>\$ (3,596,355)</b> | <b>\$ (18,722,477)</b> |
| <b>Net Equity Investment by Developer</b>     | <b>\$ (3,462,419)</b>  | <b>\$ (1,713,203)</b> | <b>\$ (86,105)</b>    | <b>\$ (5,261,727)</b>  |

Footnotes:

[a] Assumes 0 months of capitalized interested for the Improvement Areas.

**Exhibit G**  
**Lennar**  
**Cottonwood Creek**  
**Sources and Uses of Funds**  
**February 19, 2021**

| <b>Sources of Funds</b>     | <b>NIA 1</b>         | <b>NIA 2</b>        | <b>NIA 3</b>        | <b>Total</b>                |
|-----------------------------|----------------------|---------------------|---------------------|-----------------------------|
| Special Assessment          | \$ 8,125,000         | \$ 3,700,000        | \$ 4,175,000        | \$ <b>16,000,000</b>        |
| Owner Contribution          | \$ 2,178,669         | \$ 1,122,453        | \$ (578,645)        | \$ <b>2,722,477</b>         |
|                             | <u>\$ 10,303,669</u> | <u>\$ 4,822,453</u> | <u>\$ 3,596,355</u> | <u>\$ <b>18,722,477</b></u> |
| <b>Uses of Funds</b>        |                      |                     |                     |                             |
| Authorized Improvements [a] | <u>\$ 10,303,669</u> | <u>\$ 4,822,453</u> | <u>\$ 3,596,355</u> | <u>\$ <b>18,722,477</b></u> |

Footnotes:

[a] See Exhibit B for details of the authorized improvements.



**Exhibit H**  
**Lennar**  
**Cottonwood Creek**  
**Bond Sizing Analysis - NIA 1**  
**February 19, 2021**

Sources:

Gross Assessment Amount (4.50% Interest Rate) \$ 8,125,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 511,875  
 Capitalized Interest (0 months) -  
 Underwriter Discount/Underwriter Counsel Fee (3%) 243,750  
 Costs of Issuance (6.5%) 528,125  
 Net Revenues Available for Infrastructure 6,841,250

Equivalent Tax Rate \$ 0.4035  
 Average Annual Installment 546,050  
 Debt Coverage Ratio 1.00

| Financing Date          | September 1                  | 2021              |                     |                      |                         |                                       |                          |                          |                       |                            |
|-------------------------|------------------------------|-------------------|---------------------|----------------------|-------------------------|---------------------------------------|--------------------------|--------------------------|-----------------------|----------------------------|
| Year Ending September 1 | Principal Maturing Sept. 1st | Interest Rate [e] | Annual Interest Due | Principal + Interest | City Admin Expenses [a] | Additional Interest Reserve [b] 0.00% | P & I + Admin + Reserves | Capitalized Interest [c] | Reserve Fund Releases | Annual PID Installment [d] |
| 2022                    | 125,000                      | 4.50%             | 365,625             | 490,625              | 35,000                  | \$ -                                  | 525,625                  | -                        | -                     | 525,625                    |
| 2023                    | 150,000                      | 4.50%             | 360,000             | 510,000              | 35,700                  | -                                     | 545,700                  | -                        | -                     | 545,700                    |
| 2024                    | 150,000                      | 4.50%             | 353,250             | 503,250              | 36,414                  | -                                     | 539,664                  | -                        | -                     | 539,664                    |
| 2025                    | 150,000                      | 4.50%             | 346,500             | 496,500              | 37,142                  | -                                     | 533,642                  | -                        | -                     | 533,642                    |
| 2026                    | 150,000                      | 4.50%             | 339,750             | 489,750              | 37,885                  | -                                     | 527,635                  | -                        | -                     | 527,635                    |
| 2027                    | 175,000                      | 4.50%             | 333,000             | 508,000              | 38,643                  | -                                     | 546,643                  | -                        | -                     | 546,643                    |
| 2028                    | 175,000                      | 4.50%             | 325,125             | 500,125              | 39,416                  | -                                     | 539,541                  | -                        | -                     | 539,541                    |
| 2029                    | 175,000                      | 4.50%             | 317,250             | 492,250              | 40,204                  | -                                     | 532,454                  | -                        | -                     | 532,454                    |
| 2030                    | 200,000                      | 4.50%             | 309,375             | 509,375              | 41,008                  | -                                     | 550,383                  | -                        | -                     | 550,383                    |
| 2031                    | 200,000                      | 4.50%             | 300,375             | 500,375              | 41,828                  | -                                     | 542,203                  | -                        | -                     | 542,203                    |
| 2032                    | 200,000                      | 4.50%             | 291,375             | 491,375              | 42,665                  | -                                     | 534,040                  | -                        | -                     | 534,040                    |
| 2033                    | 225,000                      | 4.50%             | 282,375             | 507,375              | 43,518                  | -                                     | 550,893                  | -                        | -                     | 550,893                    |
| 2034                    | 225,000                      | 4.50%             | 272,250             | 497,250              | 44,388                  | -                                     | 541,638                  | -                        | -                     | 541,638                    |
| 2035                    | 225,000                      | 4.50%             | 262,125             | 487,125              | 45,276                  | -                                     | 532,401                  | -                        | -                     | 532,401                    |
| 2036                    | 250,000                      | 4.50%             | 252,000             | 502,000              | 46,182                  | -                                     | 548,182                  | -                        | -                     | 548,182                    |
| 2037                    | 250,000                      | 4.50%             | 240,750             | 490,750              | 47,105                  | -                                     | 537,855                  | -                        | -                     | 537,855                    |
| 2038                    | 275,000                      | 4.50%             | 229,500             | 504,500              | 48,047                  | -                                     | 552,547                  | -                        | -                     | 552,548                    |
| 2039                    | 275,000                      | 4.50%             | 217,125             | 492,125              | 49,008                  | -                                     | 541,133                  | -                        | -                     | 541,133                    |
| 2040                    | 300,000                      | 4.50%             | 204,750             | 504,750              | 49,989                  | -                                     | 554,739                  | -                        | -                     | 554,739                    |
| 2041                    | 300,000                      | 4.50%             | 191,250             | 491,250              | 50,988                  | -                                     | 542,238                  | -                        | -                     | 542,238                    |
| 2042                    | 325,000                      | 4.50%             | 177,750             | 502,750              | 52,008                  | -                                     | 554,758                  | -                        | -                     | 554,758                    |
| 2043                    | 325,000                      | 4.50%             | 163,125             | 488,125              | 53,048                  | -                                     | 541,173                  | -                        | -                     | 541,173                    |
| 2044                    | 350,000                      | 4.50%             | 148,500             | 498,500              | 54,109                  | -                                     | 552,609                  | -                        | -                     | 552,609                    |
| 2045                    | 375,000                      | 4.50%             | 132,750             | 507,750              | 55,191                  | -                                     | 562,941                  | -                        | -                     | 562,941                    |
| 2046                    | 375,000                      | 4.50%             | 115,875             | 490,875              | 56,295                  | -                                     | 547,170                  | -                        | -                     | 547,170                    |
| 2047                    | 400,000                      | 4.50%             | 99,000              | 499,000              | 57,421                  | -                                     | 556,421                  | -                        | -                     | 556,421                    |
| 2048                    | 425,000                      | 4.50%             | 81,000              | 506,000              | 58,570                  | -                                     | 564,570                  | -                        | -                     | 564,570                    |
| 2049                    | 450,000                      | 4.50%             | 61,875              | 511,875              | 59,741                  | -                                     | 571,616                  | -                        | -                     | 571,616                    |
| 2050                    | 450,000                      | 4.50%             | 41,625              | 491,625              | 60,936                  | -                                     | 552,561                  | -                        | -                     | 552,561                    |
| 2051                    | 475,000                      | 4.50%             | 21,375              | 496,375              | 62,155                  | -                                     | 558,530                  | -                        | -                     | 558,530                    |
| <b>Totals</b>           | \$ 8,125,000                 | 4.50%             | \$ 6,836,625        | \$ 14,961,625        | \$ 1,419,883            | \$ -                                  | \$ 16,381,508            | \$ -                     | \$ -                  | \$ 16,381,508              |

[a] Preliminary estimate. Assumes City administrative expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.00% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. The delinquency and prepayment reserve is capped at 5.50% of the principal amount of the outstanding PID Bonds. Unused funds will be applied to the final year's debt service payment and/or credited back to landowners.

[c] Assumes 0 months capitalized interest.

[d] Net of capitalized interest, reserve fund interest earnings, and reserve fund releases.

[e] Per Section 372.023 (e) of the LGC, interest rate may not exceed, for a period of not more than five years, five percent above the highest average index rate for tax-exempt bonds, and 2% for the remaining years.



**Exhibit I**  
**Lennar**  
**Cottonwood Creek**  
**Bond Sizing Analysis - NIA 2**  
**February 19, 2021**

**Sources:**

Gross Assessment Amount (4.50% Interest Rate) \$ 3,700,000

**Uses:**

|                                                   |                  |
|---------------------------------------------------|------------------|
| Reserve Fund (Maximum Annual Debt Service)        | 239,250          |
| Capitalized Interest (0 months)                   | -                |
| Underwriter Discount/Underwriter Counsel Fee (3%) | 111,000          |
| Costs of Issuance (6.5%)                          | 240,500          |
| <b>Net Revenues Available for Infrastructure</b>  | <b>3,109,250</b> |

|                            |         |
|----------------------------|---------|
| Equivalent Tax Rate \$     | 0.4039  |
| Average Annual Installment | 274,425 |
| Debt Coverage Ratio        | 1.00    |

| Financing Date                |                                    | September 1 2023     |                           |                            |                            |                                             |                                |                             |                          |                                  |  |
|-------------------------------|------------------------------------|----------------------|---------------------------|----------------------------|----------------------------|---------------------------------------------|--------------------------------|-----------------------------|--------------------------|----------------------------------|--|
| Year<br>Ending<br>September 1 | Principal<br>Maturing<br>Sept. 1st | Interest<br>Rate [e] | Annual<br>Interest<br>Due | Principal<br>+<br>Interest | City Admin<br>Expenses [a] | Additional<br>Interest Reserve [b]<br>0.00% | P & I<br>+ Admin<br>+ Reserves | Capitalized<br>Interest [c] | Reserve Fund<br>Releases | Annual<br>PID<br>Installment [d] |  |
| 2024                          | 50,000                             | 4.50%                | 166,500                   | 216,500                    | 35,000                     | \$ -                                        | 251,500                        | -                           | -                        | 251,500                          |  |
| 2025                          | 75,000                             | 4.50%                | 164,250                   | 239,250                    | 35,700                     | -                                           | 274,950                        | -                           | -                        | 274,950                          |  |
| 2026                          | 75,000                             | 4.50%                | 160,875                   | 235,875                    | 36,414                     | -                                           | 272,289                        | -                           | -                        | 272,289                          |  |
| 2027                          | 75,000                             | 4.50%                | 157,500                   | 232,500                    | 37,142                     | -                                           | 269,642                        | -                           | -                        | 269,642                          |  |
| 2028                          | 75,000                             | 4.50%                | 154,125                   | 229,125                    | 37,885                     | -                                           | 267,010                        | -                           | -                        | 267,010                          |  |
| 2029                          | 75,000                             | 4.50%                | 150,750                   | 225,750                    | 38,643                     | -                                           | 264,393                        | -                           | -                        | 264,393                          |  |
| 2030                          | 75,000                             | 4.50%                | 147,375                   | 222,375                    | 39,416                     | -                                           | 261,791                        | -                           | -                        | 261,791                          |  |
| 2031                          | 75,000                             | 4.50%                | 144,000                   | 219,000                    | 40,204                     | -                                           | 259,204                        | -                           | -                        | 259,204                          |  |
| 2032                          | 75,000                             | 4.50%                | 140,625                   | 215,625                    | 41,008                     | -                                           | 256,633                        | -                           | -                        | 256,633                          |  |
| 2033                          | 100,000                            | 4.50%                | 137,250                   | 237,250                    | 41,828                     | -                                           | 279,078                        | -                           | -                        | 279,078                          |  |
| 2034                          | 100,000                            | 4.50%                | 132,750                   | 232,750                    | 42,665                     | -                                           | 275,415                        | -                           | -                        | 275,415                          |  |
| 2035                          | 100,000                            | 4.50%                | 128,250                   | 228,250                    | 43,518                     | -                                           | 271,768                        | -                           | -                        | 271,768                          |  |
| 2036                          | 100,000                            | 4.50%                | 123,750                   | 223,750                    | 44,388                     | -                                           | 268,138                        | -                           | -                        | 268,138                          |  |
| 2037                          | 100,000                            | 4.50%                | 119,250                   | 219,250                    | 45,276                     | -                                           | 264,526                        | -                           | -                        | 264,526                          |  |
| 2038                          | 100,000                            | 4.50%                | 114,750                   | 214,750                    | 46,182                     | -                                           | 260,932                        | -                           | -                        | 260,932                          |  |
| 2039                          | 125,000                            | 4.50%                | 110,250                   | 235,250                    | 47,105                     | -                                           | 282,355                        | -                           | -                        | 282,355                          |  |
| 2040                          | 125,000                            | 4.50%                | 104,625                   | 229,625                    | 48,047                     | -                                           | 277,672                        | -                           | -                        | 277,673                          |  |
| 2041                          | 125,000                            | 4.50%                | 99,000                    | 224,000                    | 49,008                     | -                                           | 273,008                        | -                           | -                        | 273,008                          |  |
| 2042                          | 125,000                            | 4.50%                | 93,375                    | 218,375                    | 49,989                     | -                                           | 268,364                        | -                           | -                        | 268,364                          |  |
| 2043                          | 150,000                            | 4.50%                | 87,750                    | 237,750                    | 50,988                     | -                                           | 288,738                        | -                           | -                        | 288,738                          |  |
| 2044                          | 150,000                            | 4.50%                | 81,000                    | 231,000                    | 52,008                     | -                                           | 283,008                        | -                           | -                        | 283,008                          |  |
| 2045                          | 150,000                            | 4.50%                | 74,250                    | 224,250                    | 53,048                     | -                                           | 277,298                        | -                           | -                        | 277,298                          |  |
| 2046                          | 150,000                            | 4.50%                | 67,500                    | 217,500                    | 54,109                     | -                                           | 271,609                        | -                           | -                        | 271,609                          |  |
| 2047                          | 175,000                            | 4.50%                | 60,750                    | 235,750                    | 55,191                     | -                                           | 290,941                        | -                           | -                        | 290,941                          |  |
| 2048                          | 175,000                            | 4.50%                | 52,875                    | 227,875                    | 56,295                     | -                                           | 284,170                        | -                           | -                        | 284,170                          |  |
| 2049                          | 175,000                            | 4.50%                | 45,000                    | 220,000                    | 57,421                     | -                                           | 277,421                        | -                           | -                        | 277,421                          |  |
| 2050                          | 200,000                            | 4.50%                | 37,125                    | 237,125                    | 58,570                     | -                                           | 295,695                        | -                           | -                        | 295,695                          |  |
| 2051                          | 200,000                            | 4.50%                | 28,125                    | 228,125                    | 59,741                     | -                                           | 287,866                        | -                           | -                        | 287,866                          |  |
| 2052                          | 200,000                            | 4.50%                | 19,125                    | 219,125                    | 60,936                     | -                                           | 280,061                        | -                           | -                        | 280,061                          |  |
| 2053                          | 225,000                            | 4.50%                | 10,125                    | 235,125                    | 62,155                     | -                                           | 297,280                        | -                           | -                        | 297,280                          |  |
| Totals                        | \$ 3,700,000                       | 4.50%                | \$ 3,112,875              | \$ 6,812,875               | \$ 1,419,883               | \$ -                                        | \$ 8,232,758                   | \$ -                        | \$ -                     | \$ 8,232,758                     |  |

[a] Preliminary estimate. Assumes City administrative expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.00% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. The delinquency and prepayment reserve is capped at 5.50% of the principal amount of the outstanding PID Bonds. Unused funds will be applied to the final year's debt service payment and/or credited back to landowners.

[c] Assumes 0 months capitalized interest.

[d] Net of capitalized interest, reserve fund interest earnings, and reserve fund releases.

[e] Per Section 372.023 (e) of the LGC, interest rate may not exceed, for a period of not more than five years, five percent above the highest average index rate for tax-exempt bonds, and 2% for the remaining years.



**Exhibit J**  
**Lennar**  
**Cottonwood Creek**  
**Bond Sizing Analysis - NIA 3**  
**February 19, 2021**

**Sources:**

Gross Assessment Amount (4.50% Interest Rate) \$ 4,175,000

**Uses:**

Reserve Fund (Maximum Annual Debt Service) 268,125  
 Capitalized Interest (0 months) -  
 Underwriter Discount/Underwriter Counsel Fee (3%) 125,250  
 Costs of Issuance (6.5%) 271,375  
 Net Revenues Available for Infrastructure 3,510,250

Equivalent Tax Rate \$ 0.4031  
 Average Annual Installment 303,459  
 Debt Coverage Ratio 1.00

| Financing Date          | September 1                  | 2025              |                     |                      |                         |                                 |                          |                          |                       |                            |  |  |
|-------------------------|------------------------------|-------------------|---------------------|----------------------|-------------------------|---------------------------------|--------------------------|--------------------------|-----------------------|----------------------------|--|--|
| Year Ending September 1 | Principal Maturing Sept. 1st | Interest Rate [e] | Annual Interest Due | Principal + Interest | City Admin Expenses [a] | Additional Interest Reserve [b] | P & I + Admin + Reserves | Capitalized Interest [c] | Reserve Fund Releases | Annual PID Installment [d] |  |  |
| 2026                    | 75,000                       | 4.50%             | 187,875             | 262,875              | 35,000                  | \$ -                            | 297,875                  | -                        | -                     | 297,875                    |  |  |
| 2027                    | 75,000                       | 4.50%             | 184,500             | 259,500              | 35,700                  | -                               | 295,200                  | -                        | -                     | 295,200                    |  |  |
| 2028                    | 75,000                       | 4.50%             | 181,125             | 256,125              | 36,414                  | -                               | 292,539                  | -                        | -                     | 292,539                    |  |  |
| 2029                    | 75,000                       | 4.50%             | 177,750             | 252,750              | 37,142                  | -                               | 289,892                  | -                        | -                     | 289,892                    |  |  |
| 2030                    | 75,000                       | 4.50%             | 174,375             | 249,375              | 37,885                  | -                               | 287,260                  | -                        | -                     | 287,260                    |  |  |
| 2031                    | 75,000                       | 4.50%             | 171,000             | 246,000              | 38,643                  | -                               | 284,643                  | -                        | -                     | 284,643                    |  |  |
| 2032                    | 100,000                      | 4.50%             | 167,625             | 267,625              | 39,416                  | -                               | 307,041                  | -                        | -                     | 307,041                    |  |  |
| 2033                    | 100,000                      | 4.50%             | 163,125             | 263,125              | 40,204                  | -                               | 303,329                  | -                        | -                     | 303,329                    |  |  |
| 2034                    | 100,000                      | 4.50%             | 158,625             | 258,625              | 41,008                  | -                               | 299,633                  | -                        | -                     | 299,633                    |  |  |
| 2035                    | 100,000                      | 4.50%             | 154,125             | 254,125              | 41,828                  | -                               | 295,953                  | -                        | -                     | 295,953                    |  |  |
| 2036                    | 100,000                      | 4.50%             | 149,625             | 249,625              | 42,665                  | -                               | 292,290                  | -                        | -                     | 292,290                    |  |  |
| 2037                    | 100,000                      | 4.50%             | 145,125             | 245,125              | 43,518                  | -                               | 288,643                  | -                        | -                     | 288,643                    |  |  |
| 2038                    | 125,000                      | 4.50%             | 140,625             | 265,625              | 44,388                  | -                               | 310,013                  | -                        | -                     | 310,013                    |  |  |
| 2039                    | 125,000                      | 4.50%             | 135,000             | 260,000              | 45,276                  | -                               | 305,276                  | -                        | -                     | 305,276                    |  |  |
| 2040                    | 125,000                      | 4.50%             | 129,375             | 254,375              | 46,182                  | -                               | 300,557                  | -                        | -                     | 300,557                    |  |  |
| 2041                    | 125,000                      | 4.50%             | 123,750             | 248,750              | 47,105                  | -                               | 295,855                  | -                        | -                     | 295,855                    |  |  |
| 2042                    | 150,000                      | 4.50%             | 118,125             | 268,125              | 48,047                  | -                               | 316,172                  | -                        | -                     | 316,173                    |  |  |
| 2043                    | 150,000                      | 4.50%             | 111,375             | 261,375              | 49,008                  | -                               | 310,383                  | -                        | -                     | 310,383                    |  |  |
| 2044                    | 150,000                      | 4.50%             | 104,625             | 254,625              | 49,989                  | -                               | 304,614                  | -                        | -                     | 304,614                    |  |  |
| 2045                    | 150,000                      | 4.50%             | 97,875              | 247,875              | 50,988                  | -                               | 298,863                  | -                        | -                     | 298,863                    |  |  |
| 2046                    | 175,000                      | 4.50%             | 91,125              | 266,125              | 52,008                  | -                               | 318,133                  | -                        | -                     | 318,133                    |  |  |
| 2047                    | 175,000                      | 4.50%             | 83,250              | 258,250              | 53,048                  | -                               | 311,298                  | -                        | -                     | 311,298                    |  |  |
| 2048                    | 175,000                      | 4.50%             | 75,375              | 250,375              | 54,109                  | -                               | 304,484                  | -                        | -                     | 304,484                    |  |  |
| 2049                    | 175,000                      | 4.50%             | 67,500              | 242,500              | 55,191                  | -                               | 297,691                  | -                        | -                     | 297,691                    |  |  |
| 2050                    | 200,000                      | 4.50%             | 59,625              | 259,625              | 56,295                  | -                               | 315,920                  | -                        | -                     | 315,920                    |  |  |
| 2051                    | 200,000                      | 4.50%             | 50,625              | 250,625              | 57,421                  | -                               | 308,046                  | -                        | -                     | 308,046                    |  |  |
| 2052                    | 225,000                      | 4.50%             | 41,625              | 266,625              | 58,570                  | -                               | 325,195                  | -                        | -                     | 325,195                    |  |  |
| 2053                    | 225,000                      | 4.50%             | 31,500              | 256,500              | 59,741                  | -                               | 316,241                  | -                        | -                     | 316,241                    |  |  |
| 2054                    | 225,000                      | 4.50%             | 21,375              | 246,375              | 60,936                  | -                               | 307,311                  | -                        | -                     | 307,311                    |  |  |
| 2055                    | 250,000                      | 4.50%             | 11,250              | 261,250              | 62,155                  | -                               | 323,405                  | -                        | -                     | 323,405                    |  |  |
| <b>Totals</b>           | \$ 4,175,000                 | 4.50%             | \$ 3,508,875        | \$ 7,683,875         | \$ 1,419,883            | \$ -                            | \$ 9,103,758             | \$ -                     | \$ -                  | \$ 9,103,758               |  |  |

[a] Preliminary estimate. Assumes City administrative expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.00% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. The delinquency and prepayment reserve is capped at 5.50% of the principal amount of the outstanding PID Bonds. Unused funds will be applied to the final year's debt service payment and/or credited back to landowners.

[c] Assumes 0 months capitalized interest.

[d] Net of capitalized interest, reserve fund interest earnings, and reserve fund releases.

[e] Per Section 372.023 (e) of the LGC, interest rate may not exceed, for a period of not more than five years, five percent above the highest average index rate for tax-exempt bonds, and 2% for the remaining years.

**Exhibit K**  
**Lennar**  
**Cottonwood Creek**  
**Assumptions**  
**February 19, 2021**

DRAFT

| Item                                             | Assumptions | Source |
|--------------------------------------------------|-------------|--------|
| Date of Analysis                                 | 2/19/2021   |        |
| Lot Type - Townhome                              | 146         | Lennar |
| Lot Type - 40'                                   | 236         | Lennar |
| Lot Type - 45'                                   | 77          | Lennar |
| Lot Type - 50'                                   | 493         | Lennar |
| Lot Type - 70'                                   | 104         | Lennar |
| Townhome AV per Lot                              | \$ 189,727  | Lennar |
| 40' AV per Lot                                   | \$ 216,971  | Lennar |
| 45' AV per Lot                                   | \$ 245,004  | Lennar |
| 50' AV per Lot                                   | \$ 270,005  | Lennar |
| 70' AV per Lot                                   | \$ 378,007  | Lennar |
| Home Price Inflation per Year                    | 2.00%       | DPFG   |
| Appraisal Discount                               | 10.00%      | DPFG   |
| Improved Lot Price Factor                        | 20.00%      | DPFG   |
| NIA Bond Interest Rate                           | 4.50%       | DPFG   |
| Bond Term (Years)                                | 30          | DPFG   |
| NIA 1 Bond Issuance Date                         | 9/1/2021    | DPFG   |
| NIA 2 Bond Issuance Date                         | 9/1/2023    | DPFG   |
| NIA 3 Bond Issuance Date                         | 9/1/2025    | DPFG   |
| Capitalized Interest (Years)                     | -           | DPFG   |
| Contingency                                      | 15%         | Lennar |
| Project Management Fee                           | 4%          | DPFG   |
| Underwriter Discount/Underwriter Counsel         | 3.00%       | DPFG   |
| Non-Underwriter Costs of Issuance per Bond Issue | 6.50%       | DPFG   |
| Initial IA Administrative Costs per Bond Issue   | \$ 35,000   | DPFG   |
| Prepayment And Delinquency Reserve %             | 0.00%       | DPFG   |
| Delinquency Reserve Cap as % of Par Amount       | 5.50%       | DPFG   |
| Minimum Bond Denomination                        | \$ 25,000   | DPFG   |



**RESOLUTION NO. R-2020-141A**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE ESTABLISHMENT OF A SECTION 505.158 PROJECT FOR THE KTONIC, LLC PROJECT AFTER TWO SEPARATE READINGS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Hutto Economic Development Corporation, Type B dba the Hutto Community Development Corporation (the “HCDC”) is a Type B Economic Development Corporation organized and operated pursuant to Texas Local Government Code Chapters 501, 502, 504 and 505 (the “Act”); and

**WHEREAS**, Section 505.158 of the Act defines an authorized “project” for a Type B Economic Development Corporation created by a municipality with a population of 20,000 or less to include . . . expenditures found by the corporation’s board of directors to promote new or expanded business development; and

**WHEREAS**, the City Council of the City of Hutto, Texas is the governing body who must adopt a resolution authorizing a project under Section 505.158 after giving the resolution at least two readings; and

**WHEREAS**, the HCDC held a public hearing regarding establishing a project for the KTonics, LLC Project on December 7, 2020; and

**WHEREAS**, the HCDC adopted a resolution on December 7, 2020 establishing a project under Section 505.158 for the funding of incentives under the KTonic project subject to certain performance measures being achieved; and

**WHEREAS**, the City may have one or both of the required readings on January 7, 2021.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hutto, Texas that:

**Section 1.** The items described in the recitals above are found to be true and correct.

**Section 2.** The City Council of the City of Hutto, Texas approves of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the “HCDC”) establishing a Project under Section 505.158 of the Act for the KTonic, LLC Project.

**Section 3.** The City Council hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter

hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**CONSIDERED AND RESOLVED** by the City Council of the City of Hutto on this 18th day of February 2021.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Holly Nagy, City Secretary

## **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

This “Economic Development Performance Agreement” (the “Agreement”) is made and entered into by and between the Hutto Economic Development Corporation, Type B dba the Hutto Community Development Corporation (“HCDC”) and KTONIC, LLC (“Company”), and is effective on the last date signed by both parties. HCDC and Company may be referred to either as a “Party” or as the “Parties”.

**WHEREAS**, the HCDC is a Type B economic development corporation organized and operated pursuant to Texas Local Government Code, Chapter 501, 502, 504, and 505 (the “Act”); and

**WHEREAS**, Company is desirous of establishing a headquarters in the City of Hutto, Texas; and,

**WHEREAS**, the HCDC board finds that a Project, as defined herein, is suitable for the development, retention, or expansion of manufacturing and industrial facilities and as such is a permissible Project as provided for by the Act; and

**WHEREAS**, the HCDC finds that the Company Project meets the requirements of the Act.

**NOW THEREFORE**, the Parties agree as follows:

1. Grant.
  - a. Relocation and Construction: Subject to the provisions herein, the HCDC shall provide a grant to the Company in a total amount not to exceed one hundred and twenty thousand dollars (\$120,000), to be distributed over a two (2) year period during the 2021 and 2022 calendar years. Subject to Section 2, HCDC shall distribute ninety thousand dollars (\$90,000) available during the first year of the Agreement within sixty (60) days after company commences construction; and, an additional thirty thousand dollars (\$30,000) available during the second year of the Agreement, after completion of construction as evidenced by a “certificate of occupancy” issued by the City of Hutto. The total grant of one hundred and twenty thousand (\$120,000) is to provide compensation to the Company for actual moving, construction and equipment costs associated with locating its business in the City of Hutto, and other associated pre-approved HCDC eligible costs. The Project must be completed by the end of calendar year 2022. Company will provide paid construction and equipment invoices to the HCDC as confirmation of building construction.
  - b. \$10,000 Hutto Employee Grant: For every successful employee who is hired and retained by Company for a period of one-year, and who also lives in the City of Hutto for that same time period, HCDC shall provide a one thousand dollars (\$1,000) grant to Company, provided that at least fifty percent (50%) of that grant is awarded to the employee in recognition of the employee’s achievements as a manufacturing employee in the City of Hutto, Texas. This grant shall be independent from other compensation the employee receives from the Company. This grant shall expire when the stated funds have been expended. Documentation for eligibility will be payroll and residency records for the eligible employee.
2. Rights and Obligations of Company. In consideration of HCDC’s grant provided as an incentive under this Agreement, Company agrees as follows:
  - a. Purchase of Property. Company shall purchase the Property, construct a manufacturing building, and operate a manufacturing company on the Property located within the North Town

Commons industrial development in Hutto, Texas (the “Property”) by December 31, 2022, and cumulatively, over the ten (10) year term of this Agreement, achieve the total FTEs and estimated cumulative salary projections set forth in Exhibit A.

b. Provide Jobs.

i. With the initiation of manufacturing processes, the Company shall make its best efforts to hire its skilled workforce locally using various means, including but not limited to local area workforce solutions, to meet the full-time employee equivalent (FTEE) schedule attached hereto as Exhibit A. The Company shall document its efforts to hire locally in its annual submission to the HCDC. The Parties agree that the “initiation of the manufacturing process”, and hence the annual calculation of added FTEEs, will not begin until Company has received all the required permits related to health and safety necessary to begin manufacturing its’ product line.

ii. Company agrees to provide HCDC no later than April 15th of the year after completion of construction, and each year thereafter, an affidavit with supporting payroll and other documentation establishing the number of FTEE it had for the previous calendar year. Company shall deliver this affidavit to the HCDC at 500 West Live Oak St., Hutto, TX 78634. In the event Company does not meet the employment requirement for any grant year, HCDC shall not be required to pay Company the annual grant payment. However, HCDC may allow the grant payment to roll over to the following year within the term of the Agreement.

iii. Company shall employ a minimum of nineteen (19) FTEs with a combined salary of over eight hundred sixty-eight thousand eight hundred thirty-five dollars (\$868,835.00) by December 31, 2027. In the event Company achieves the nineteen (19) FTE objective prior to December 31, 2027 and maintains the 19 FTEs through the term of this Agreement at the agreed upon aggregate salary amount or greater, the Company will have fulfilled the HCDC grant conditions.

c. Compliance with Developmental Regulations and Other Ordinances. Company shall comply with the City’s approval process and shall improve the Property consistent with City building and development ordinances, City development regulations, and any other City requirements.

d. Company Accounting. Company shall maintain complete books and records showing that it has complied with its obligations herein, which books and records shall be deemed complete of kept in accordance with generally acceptable accounting principles. Such books and records shall be available for examination by the duly authorized officers or agents of HCDC during normal business hours upon request made not less than ten (10) business days prior to the date of such examination.

e. Company Development Covenants. In consideration of HCDC’s agreement to enter into this Agreement, in addition to Company other covenants and representations, Company represents that it is required to purchase property and build a manufacturing center for the purpose of manufacturing, warehousing, and selling its Kombucha product (the “Facilities”) in the City, and

Company acknowledges that HCDC's obligations hereunder are conditioned upon Company continues operation of the Facilities throughout the term of this Agreement.

f. Marketing. Company shall label its products as "Made in Hutto" when shipping its product throughout the United States.

3. Use of Funds. The Company agrees that, during the term of this Agreement, the Company will not (1) sell or transfer the Property and Equipment or any interest therein to any other than an entity that agrees to be bound by the terms of this Agreement and not without the prior written consent of HCDC and the City, which may be withheld by HCDC and the City, in either's discretion; and (2) fail to pay all taxes due on the Property and Equipment located on the Property.

4. Term of Agreement. The term of this Agreement shall be for approximately ten (10) years, from the Effective Date through December 31, 2031.

5. No Assignment Permitted. This Agreement is not assignable, either in whole or in part, by Company without the written consent of HCDC, and any such assignment without HCDC's consent shall be void and of no force or effect. Notwithstanding, HCDC may assign this Agreement at any time, and the terms of this Agreement may be enforced by HCDC or any of its agents or assignees.

6. No Partnership, Joint Venture. The Parties agree that there is not, by reason of this Agreement or any transaction contemplated hereby, any joint venture or partnership between HCDC and the Company. Nothing herein shall in any way be construed as a commitment to any financial support of the Company by HCDC beyond the conditional grant stated herein. In performing their duties detailed herein, no officer, agent or employee of the Company shall be an officer, agent or employee of HCDC and HCDC shall have no duties to any officer, agent or employee of the Company.

7. Good Faith; Normal Business Operations. The Parties agree that this Agreement has been entered into in good faith and that each Party shall act in good faith in complying with its provisions. The Parties further agree to transact all their business under and that relates to this Agreement in accordance with their normal business operations.

8. Authority. Subject to the City's approval, if necessary, HCDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of HCDC, in the event the Company proceeds with the improvement and occupancy of the Property anticipated in this Agreement. HCDC acknowledges that the Company is acting in reliance upon HCDC's performance of its obligations under this Agreement in making its decisions to commit substantial resources and money to improve and occupy the anticipated Property.

9. Miscellaneous.

a. Repayment. In accordance with §501.158 of the Act, the Company shall repay a proportionate share of the grant to HCDC as provided pursuant to this Agreement within thirty (30) days of demand if the HCDC determines at the end of the Term of the Agreement that the Company did not completely meet the performance obligations contained herein or any other statutory mandates or requirements. Any repayment due to HCDC from the Company shall incur interest at the highest rater per annum allowed by the applicable law of the State of Texas from the date such refund is due until paid. If the Company does not achieve the total number of FTEs shown in Exhibit A, it shall refund the same percentage of the grant equal to the Company's non-compliance. For instance, if the Company misses its FTE measure by ten percent (10%) in the aggregate, then ten percent of the grant shall be repaid. However, any repayment by Company to the HCDC, due to

the provisions contained herein, shall be subject to the HCDC's option to renegotiate in HCDC's sole discretion, an extension of this Agreement with Company.

b. Time of Repayment. The Company agrees to comply with the following conditions and shall repay all or a portion of the conditional grant to HCDC as provided pursuant to this Agreement within thirty (30) days of an Occurrence of Default which shall be a breach of any material provision of this Agreement, or any statutory mandates or requirements, specifically but not limited to, any of the following:

- i. The Company ceases operations in Hutto, Texas prior to December 31, 2031;
- ii. Failure to achieve the workforce projections contained in Exhibit A; or
- iii. Failure to improve the Property in a manner to achieve the improvements required herein.

c. Occurrence of Default. If either HCDC or the Company default in the performance of any obligations of this Agreement, the other Party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If HCDC remains in default after notice and opportunity to cure, the Company shall have the right to pursue any remedy in law or equity for HCDC's breach. If the Company remains in default after notice and opportunity to cure, HCDC shall have the right to pursue any remedy at law or in equity for the Company's breach.

d. Attorney's Fees. In the event any legal action or proceeding is commenced by a Party to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable and necessary attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

e. Entire Agreement. This Agreement contains the entire understanding between the Parties.

f. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

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

h. Termination. In the even the Company elects not to proceed with the Project as contemplated by this Agreement, prior to any grant payment, the Company shall notify HCDC in writing of such election, and this Agreement and the obligations on the part of both Parties shall thereafter be deemed terminated and of no further force or effect. Notwithstanding the above, in the event the Company does not substantially complete the improvements of the Project and open the business in the City by December 31, 2022 (subject to delays caused by an event of force majeure), HCDC may terminate this Agreement by giving the Company notice thereof prior to the date the Project is opened for business without any other action required. In this event Company will repay all grant funding advanced by the HCDC in accordance with provisions contained in Section 9 a. and 9 b. of this Agreement.

i. Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, electronic delivery with date & time stamp or delivered on the third day after depositing the same in the United States mail, certified and return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

**HCDC:**

Steven Harris, Chairman  
Hutto Community Development Corporation  
500 W. Live Oak Street  
Hutto, TX 78634

**KTonic, LLC:**

Greg Goodman  
P.O. Box 10315  
Austin, TX 78766

with a copy to:

George E. Hyde, General Counsel  
Russell Rodriguez Hyde Bullock LLP  
1633 Williams Drive  
Bldg. 2, Suite 200  
Georgetown, TX 78626

with a copy to:

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- j. **Interpretation.** The Parties acknowledge that the Parties and their legal counsel have had the opportunity to review and revise this Agreement and that the normal rules of construction to the effect of any ambiguities are to be resolved as though both Parties were responsible for the drafting of this Agreement.
- k. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement.
- l. **Applicable Law.** This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in state district court in Williamson County, Texas.
- m. **Severability.** In the event any provision of this Agreement is illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement, which is legal, valid and enforceable and is similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- n. **Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- o. **No Third-Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- p. **Force majeure.** Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "event of force majeure"). An event of force majeure for the purposes of this Agreement shall include, but not be limited to, acts of God, fire, epidemic, explosion, vandalism, storm or similar circumstances, orders or acts of military or civil authority, national emergencies or insurrections, riots, acts of terrorism.

EXECUTED to be effective as of the \_\_\_\_ day of February 2021.

**Hutto Community Development Corp.:**

**KTonic, LLC:**

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

Steven R. Harris, Chairman

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

Greg Goodman, CEO

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

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



**RESOLUTION NO. R-2020-141A**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE ESTABLISHMENT OF A SECTION 505.158 PROJECT FOR THE KTONIC, LLC PROJECT AFTER TWO SEPARATE READINGS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Hutto Economic Development Corporation, Type B dba the Hutto Community Development Corporation (the “HCDC”) is a Type B Economic Development Corporation organized and operated pursuant to Texas Local Government Code Chapters 501, 502, 504 and 505 (the “Act”); and

**WHEREAS**, Section 505.158 of the Act defines an authorized “project” for a Type B Economic Development Corporation created by a municipality with a population of 20,000 or less to include . . . expenditures found by the corporation’s board of directors to promote new or expanded business development; and

**WHEREAS**, the City Council of the City of Hutto, Texas is the governing body who must adopt a resolution authorizing a project under Section 505.158 after giving the resolution at least two readings; and

**WHEREAS**, the HCDC held a public hearing regarding establishing a project for the KTonics, LLC Project on December 7, 2020; and

**WHEREAS**, the HCDC adopted a resolution on December 7, 2020 establishing a project under Section 505.158 for the funding of incentives under the KTonic project subject to certain performance measures being achieved; and

**WHEREAS**, the City may have one or both of the required readings on January 7, 2021.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hutto, Texas that:

**Section 1.** The items described in the recitals above are found to be true and correct.

**Section 2.** The City Council of the City of Hutto, Texas approves of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the “HCDC”) establishing a Project under Section 505.158 of the Act for the KTonic, LLC Project.

**Section 3.** The City Council hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter

hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**CONSIDERED AND RESOLVED** by the City Council of the City of Hutto on this 18th day of February 2021.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Mike Snyder, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Holly Nagy, City Secretary

## **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

This “Economic Development Performance Agreement” (the “Agreement”) is made and entered into by and between the Hutto Economic Development Corporation, Type B dba the Hutto Community Development Corporation (“HCDC”) and KTONIC, LLC (“Company”), and is effective on the last date signed by both parties. HCDC and Company may be referred to either as a “Party” or as the “Parties”.

**WHEREAS**, the HCDC is a Type B economic development corporation organized and operated pursuant to Texas Local Government Code, Chapter 501, 502, 504, and 505 (the “Act”); and

**WHEREAS**, Company is desirous of establishing a headquarters in the City of Hutto, Texas; and,

**WHEREAS**, the HCDC board finds that a Project, as defined herein, is suitable for the development, retention, or expansion of manufacturing and industrial facilities and as such is a permissible Project as provided for by the Act; and

**WHEREAS**, the HCDC finds that the Company Project meets the requirements of the Act.

**NOW THEREFORE**, the Parties agree as follows:

1. Grant.
  - a. Relocation and Construction: Subject to the provisions herein, the HCDC shall provide a grant to the Company in a total amount not to exceed one hundred and twenty thousand dollars (\$120,000), to be distributed over a two (2) year period during the 2021 and 2022 calendar years. Subject to Section 2, HCDC shall distribute ninety thousand dollars (\$90,000) available during the first year of the Agreement within sixty (60) days after company commences construction; and, an additional thirty thousand dollars (\$30,000) available during the second year of the Agreement, after completion of construction as evidenced by a “certificate of occupancy” issued by the City of Hutto. The total grant of one hundred and twenty thousand (\$120,000) is to provide compensation to the Company for actual moving, construction and equipment costs associated with locating its business in the City of Hutto, and other associated pre-approved HCDC eligible costs. The Project must be completed by the end of calendar year 2022. Company will provide paid construction and equipment invoices to the HCDC as confirmation of building construction.
  - b. \$10,000 Hutto Employee Grant: For every successful employee who is hired and retained by Company for a period of one-year, and who also lives in the City of Hutto for that same time period, HCDC shall provide a one thousand dollars (\$1,000) grant to Company, provided that at least fifty percent (50%) of that grant is awarded to the employee in recognition of the employee’s achievements as a manufacturing employee in the City of Hutto, Texas. This grant shall be independent from other compensation the employee receives from the Company. This grant shall expire when the stated funds have been expended. Documentation for eligibility will be payroll and residency records for the eligible employee.
2. Rights and Obligations of Company. In consideration of HCDC’s grant provided as an incentive under this Agreement, Company agrees as follows:
  - a. Purchase of Property. Company shall purchase the Property, construct a manufacturing building, and operate a manufacturing company on the Property located within the North Town

Commons industrial development in Hutto, Texas (the “Property”) by December 31, 2022, and cumulatively, over the ten (10) year term of this Agreement, achieve the total FTEs and estimated cumulative salary projections set forth in Exhibit A.

b. Provide Jobs.

i. With the initiation of manufacturing processes, the Company shall make its best efforts to hire its skilled workforce locally using various means, including but not limited to local area workforce solutions, to meet the full-time employee equivalent (FTEE) schedule attached hereto as Exhibit A. The Company shall document its efforts to hire locally in its annual submission to the HCDC. The Parties agree that the “initiation of the manufacturing process”, and hence the annual calculation of added FTEEs, will not begin until Company has received all the required permits related to health and safety necessary to begin manufacturing its’ product line.

ii. Company agrees to provide HCDC no later than April 15th of the year after completion of construction, and each year thereafter, an affidavit with supporting payroll and other documentation establishing the number of FTEE it had for the previous calendar year. Company shall deliver this affidavit to the HCDC at 500 West Live Oak St., Hutto, TX 78634. In the event Company does not meet the employment requirement for any grant year, HCDC shall not be required to pay Company the annual grant payment. However, HCDC may allow the grant payment to roll over to the following year within the term of the Agreement.

iii. Company shall employ a minimum of nineteen (19) FTEs with a combined salary of over eight hundred sixty-eight thousand eight hundred thirty-five dollars (\$868,835.00) by December 31, 2027. In the event Company achieves the nineteen (19) FTE objective prior to December 31, 2027 and maintains the 19 FTEs through the term of this Agreement at the agreed upon aggregate salary amount or greater, the Company will have fulfilled the HCDC grant conditions.

c. Compliance with Developmental Regulations and Other Ordinances. Company shall comply with the City’s approval process and shall improve the Property consistent with City building and development ordinances, City development regulations, and any other City requirements.

d. Company Accounting. Company shall maintain complete books and records showing that it has complied with its obligations herein, which books and records shall be deemed complete of kept in accordance with generally acceptable accounting principles. Such books and records shall be available for examination by the duly authorized officers or agents of HCDC during normal business hours upon request made not less than ten (10) business days prior to the date of such examination.

e. Company Development Covenants. In consideration of HCDC’s agreement to enter into this Agreement, in addition to Company other covenants and representations, Company represents that it is required to purchase property and build a manufacturing center for the purpose of manufacturing, warehousing, and selling its Kombucha product (the “Facilities”) in the City, and

Company acknowledges that HCDC's obligations hereunder are conditioned upon Company continues operation of the Facilities throughout the term of this Agreement.

f. Marketing. Company shall label its products as "Made in Hutto" when shipping its product throughout the United States.

3. Use of Funds. The Company agrees that, during the term of this Agreement, the Company will not (1) sell or transfer the Property and Equipment or any interest therein to any other than an entity that agrees to be bound by the terms of this Agreement and not without the prior written consent of HCDC and the City, which may be withheld by HCDC and the City, in either's discretion; and (2) fail to pay all taxes due on the Property and Equipment located on the Property.

4. Term of Agreement. The term of this Agreement shall be for approximately ten (10) years, from the Effective Date through December 31, 2031.

5. No Assignment Permitted. This Agreement is not assignable, either in whole or in part, by Company without the written consent of HCDC, and any such assignment without HCDC's consent shall be void and of no force or effect. Notwithstanding, HCDC may assign this Agreement at any time, and the terms of this Agreement may be enforced by HCDC or any of its agents or assignees.

6. No Partnership, Joint Venture. The Parties agree that there is not, by reason of this Agreement or any transaction contemplated hereby, any joint venture or partnership between HCDC and the Company. Nothing herein shall in any way be construed as a commitment to any financial support of the Company by HCDC beyond the conditional grant stated herein. In performing their duties detailed herein, no officer, agent or employee of the Company shall be an officer, agent or employee of HCDC and HCDC shall have no duties to any officer, agent or employee of the Company.

7. Good Faith; Normal Business Operations. The Parties agree that this Agreement has been entered into in good faith and that each Party shall act in good faith in complying with its provisions. The Parties further agree to transact all their business under and that relates to this Agreement in accordance with their normal business operations.

8. Authority. Subject to the City's approval, if necessary, HCDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of HCDC, in the event the Company proceeds with the improvement and occupancy of the Property anticipated in this Agreement. HCDC acknowledges that the Company is acting in reliance upon HCDC's performance of its obligations under this Agreement in making its decisions to commit substantial resources and money to improve and occupy the anticipated Property.

9. Miscellaneous.

a. Repayment. In accordance with §501.158 of the Act, the Company shall repay a proportionate share of the grant to HCDC as provided pursuant to this Agreement within thirty (30) days of demand if the HCDC determines at the end of the Term of the Agreement that the Company did not completely meet the performance obligations contained herein or any other statutory mandates or requirements. Any repayment due to HCDC from the Company shall incur interest at the highest rater per annum allowed by the applicable law of the State of Texas from the date such refund is due until paid. If the Company does not achieve the total number of FTEs shown in Exhibit A, it shall refund the same percentage of the grant equal to the Company's non-compliance. For instance, if the Company misses its FTE measure by ten percent (10%) in the aggregate, then ten percent of the grant shall be repaid. However, any repayment by Company to the HCDC, due to

the provisions contained herein, shall be subject to the HCDC's option to renegotiate in HCDC's sole discretion, an extension of this Agreement with Company.

b. Time of Repayment. The Company agrees to comply with the following conditions and shall repay all or a portion of the conditional grant to HCDC as provided pursuant to this Agreement within thirty (30) days of an Occurrence of Default which shall be a breach of any material provision of this Agreement, or any statutory mandates or requirements, specifically but not limited to, any of the following:

- i. The Company ceases operations in Hutto, Texas prior to December 31, 2031;
- ii. Failure to achieve the workforce projections contained in Exhibit A; or
- iii. Failure to improve the Property in a manner to achieve the improvements required herein.

c. Occurrence of Default. If either HCDC or the Company default in the performance of any obligations of this Agreement, the other Party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If HCDC remains in default after notice and opportunity to cure, the Company shall have the right to pursue any remedy in law or equity for HCDC's breach. If the Company remains in default after notice and opportunity to cure, HCDC shall have the right to pursue any remedy at law or in equity for the Company's breach.

d. Attorney's Fees. In the event any legal action or proceeding is commenced by a Party to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable and necessary attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

e. Entire Agreement. This Agreement contains the entire understanding between the Parties.

f. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

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

h. Termination. In the even the Company elects not to proceed with the Project as contemplated by this Agreement, prior to any grant payment, the Company shall notify HCDC in writing of such election, and this Agreement and the obligations on the part of both Parties shall thereafter be deemed terminated and of no further force or effect. Notwithstanding the above, in the event the Company does not substantially complete the improvements of the Project and open the business in the City by December 31, 2022 (subject to delays caused by an event of force majeure), HCDC may terminate this Agreement by giving the Company notice thereof prior to the date the Project is opened for business without any other action required. In this event Company will repay all grant funding advanced by the HCDC in accordance with provisions contained in Section 9 a. and 9 b. of this Agreement.

i. Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, electronic delivery with date & time stamp or delivered on the third day after depositing the same in the United States mail, certified and return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

**HCDC:**

Steven Harris, Chairman  
Hutto Community Development Corporation  
500 W. Live Oak Street  
Hutto, TX 78634

**KTonic, LLC:**

Greg Goodman  
P.O. Box 10315  
Austin, TX 78766

with a copy to:

George E. Hyde, General Counsel  
Russell Rodriguez Hyde Bullock LLP  
1633 Williams Drive  
Bldg. 2, Suite 200  
Georgetown, TX 78626

with a copy to:

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- j. **Interpretation.** The Parties acknowledge that the Parties and their legal counsel have had the opportunity to review and revise this Agreement and that the normal rules of construction to the effect of any ambiguities are to be resolved as though both Parties were responsible for the drafting of this Agreement.
- k. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement.
- l. **Applicable Law.** This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in state district court in Williamson County, Texas.
- m. **Severability.** In the event any provision of this Agreement is illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement, which is legal, valid and enforceable and is similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- n. **Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- o. **No Third-Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- p. **Force majeure.** Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "event of force majeure"). An event of force majeure for the purposes of this Agreement shall include, but not be limited to, acts of God, fire, epidemic, explosion, vandalism, storm or similar circumstances, orders or acts of military or civil authority, national emergencies or insurrections, riots, acts of terrorism.

EXECUTED to be effective as of the \_\_\_\_ day of February 2021.

**Hutto Community Development Corp.:**

**KTonic, LLC:**

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

Steven R. Harris, Chairman

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

Greg Goodman, CEO

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

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



**RESOLUTION NO. R-2021-032**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS  
APPROVING THE AMENDED AND RESTATED HUTTO-  
KOKEFEST AGREEMENT BETWEEN THE CITY OF  
HUTTO AND GAR BROADCASTING, LLC;  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
PUBLIC AGREEMENT; AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, the City Council desires to enter into an Amended and Restated Hutto-KOKEFEST Agreement between the City of Hutto and GAR Broadcasting, LLC; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute the Amended and Restated Hutto-KOKEFEST Agreement between the City of Hutto and GAR Broadcasting, LLC, attached as Exhibit A;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS,**

**SECTION 1:** The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2:** That the Hutto City Council hereby approves and authorizes the City Manager to execute the Amended and Restated Hutto-KOKEFEST Agreement between the City of Hutto and GAR Broadcasting, LLC, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

**SECTION 3:** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 25th day of February, 2021.

\_\_\_\_\_  
Mike Snyder, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Holly Nagy, City Secretary

| BOARDS AND COMMISSIONS MASTER LIST as of 2/11/21                        |           |                |                  |                  |                  |
|-------------------------------------------------------------------------|-----------|----------------|------------------|------------------|------------------|
|                                                                         |           |                | <b>Term Ends</b> |                  |                  |
| Council Member Place 1                                                  |           | Robin Sutton   | May-23           |                  |                  |
| Council Member Place 2                                                  |           | Dan Thornton   | May-21           |                  |                  |
| Council Member Place 3                                                  |           | Mike Snyder    | May-22           |                  |                  |
| Council Member Place 4                                                  |           | Peter Gordon   | May-23           |                  |                  |
| Council Member Place 5                                                  |           | Patti Martinez | May-21           |                  |                  |
| Council Member Place 6                                                  |           | Tanner Rose    | May-22           |                  |                  |
| Mayor                                                                   |           | Vacant         | May-22           |                  |                  |
| <b>Planning &amp; Zoning Commission</b>                                 |           |                |                  |                  |                  |
| Meets: 1st Tuesday @ 7:00 p.m. of each month in City Council Chambers   |           |                |                  |                  |                  |
| 2 year terms per Charter                                                |           |                |                  |                  |                  |
| Staff Liaison: Ashley Lumpkin                                           |           |                |                  |                  |                  |
| Council Liaison: Peter Gordon                                           |           |                |                  |                  |                  |
|                                                                         |           |                |                  | <b>Appointed</b> | <b>Term Ends</b> |
| Place 1                                                                 | Jericka   | Lawyer         | Commissioner     | 2-Jul-20         | 30-Jun-22        |
| Place 2                                                                 | Randal    | Clark          | Commissioner     | 18-Jun-20        | 30-Jun-22        |
| Place 3                                                                 | John      | Klein          | Commissioner     | 4-Feb-20         | 30-Jun-22        |
| Place 4                                                                 | Tony      | Wertz          | Chair            | 3-Jul-19         | 30-Jun-21        |
| Place 5                                                                 | Richard   | Hudson         | Vice Chair       | 18-Jun-20        | 30-Jun-22        |
| Place 6                                                                 | James     | Weaver         | Commissioner     | 20-Aug-20        | 30-Jun-21        |
| Place 7                                                                 | Susanna   | Boyer          | Commissioner     | 1-Aug-19         | 30-Jun-21        |
| <b>Parks Advisory Board</b>                                             |           |                |                  |                  |                  |
| Meets: 2nd Wednesday @ 7:00 p.m. of each month in City Council Chambers |           |                |                  |                  |                  |
| 3 year terms                                                            |           |                |                  |                  |                  |
| Staff Liaison: Tony Host                                                |           |                |                  |                  |                  |
| Council Liaison: Patti Martinez                                         |           |                |                  |                  |                  |
|                                                                         |           |                |                  | <b>Appointed</b> | <b>Term Ends</b> |
| Place 1                                                                 | Katie     | Weiss          | Vice Chair       | 30-Sep-18        | 20-Jun-21        |
| Place 2                                                                 | Wendel    | Teltow         | Member           | 23-Jan-20        | 30-Jun-23        |
| Place 3                                                                 | David     | Meyer          | Member           | 17-Sep-20        | 30-Jun-21        |
| Place 4                                                                 | Kevin     | Grimm          | Member           | 2-Jul-20         | 30-Jun-22        |
| Place 5                                                                 | Christina | Bastos         | Member           | 15-Nov-20        | 30-Jun-22        |
| Place 6                                                                 | Rose      | McMillin       | Member           | 20-Jun-19        | 30-Jun-22        |
| Place 7                                                                 | Perry     | Savard         | Chair            | 20-Jun-19        | 30-Jun-22        |
|                                                                         |           |                |                  |                  |                  |
|                                                                         |           |                |                  |                  |                  |
|                                                                         |           |                |                  |                  |                  |

|                                                                       |           |           |              |                  |                  |  |
|-----------------------------------------------------------------------|-----------|-----------|--------------|------------------|------------------|--|
| <b>Library Advisory Board</b>                                         |           |           |              |                  |                  |  |
| Meets: Quarterly @ 6:00 p.m. in City Council Chambers                 |           |           |              |                  |                  |  |
| 3 year terms                                                          |           |           |              |                  |                  |  |
| Staff Liasion: Kristi Robich                                          |           |           |              |                  |                  |  |
| Council Liasion: Tanner Rose                                          |           |           |              |                  |                  |  |
|                                                                       |           |           |              | <b>Appointed</b> | <b>Term Ends</b> |  |
| Place 1                                                               | Christina | Garza     | Member       | 16-May-19        | 30-Jun-22        |  |
| Place 2                                                               | Dwight    | Baker     | Chair        | 20-Sep-18        | 30-Jun-21        |  |
| Place 3                                                               | Tara      | Chappell  | Vice Chair   | 3-Jul-19         | 30-Jun-22        |  |
| Place 4                                                               | Scott     | Rose      | Member       | 17-Sep-20        | 30-Jun-22        |  |
| Place 5                                                               | Havala    | Merit     | Member       | 16-May-19        | 30-Jun-22        |  |
| Place 6                                                               | David     | Westbrook | Member       | 7-Nov-19         | 30-Jun-22        |  |
| Place 7                                                               | Brian     | Thompson  | Member       | 27-Feb-20        | 30-Jun-23        |  |
| <b>Zoning Board of Adjustment</b>                                     |           |           |              |                  |                  |  |
| Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers    |           |           |              |                  |                  |  |
| 3 year terms                                                          |           |           |              |                  |                  |  |
| Staff Liasion: Ashby Grundman                                         |           |           |              |                  |                  |  |
| Council Liasion:                                                      |           |           |              |                  |                  |  |
|                                                                       |           |           |              | <b>Appointed</b> | <b>Term Ends</b> |  |
| Place 1                                                               | Vacant    |           | Member       |                  | 30-Jun-22        |  |
| Place 2                                                               | Vacant    |           | Member       |                  | 30-Jun-21        |  |
| Place 3                                                               | David     | Meyer     | Member       | 17-Sep-20        | 30-Jun-22        |  |
| Place 4                                                               | Wendell   | Teltow    | Member       | 20-Jun-19        | 30-Jun-22        |  |
| Place 5                                                               | Vacant    |           | Member       |                  | 30-Jun-21        |  |
| Place 6                                                               | Maureen   | Rooker    | Member       | 20-Jun-19        | 30-Jun-22        |  |
| Place 7                                                               | Randal    | Clark     | Member       | 19-Sep-19        | 30-Jun-22        |  |
| <b>Historic Preservation Commission</b>                               |           |           |              |                  |                  |  |
| Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers |           |           |              |                  |                  |  |
| 3 year terms                                                          |           |           |              |                  |                  |  |
| Staff Liasion:                                                        |           |           |              |                  |                  |  |
| Council Liasion: Robin Sutton                                         |           |           |              |                  |                  |  |
|                                                                       |           |           |              | <b>Appointed</b> | <b>Term Ends</b> |  |
| Place 1                                                               | DeAnne    | Worley    | Commissioner | 3-Jul-19         | 30-Jun-22        |  |
| Place 2                                                               | Vacant    |           | Commissioner |                  | 30-Jun-21        |  |
| Place 3                                                               | Curtis    | Orton     | Commissioner | 20-Sep-18        | 30-Jun-22        |  |
| Place 4                                                               | Robert    | Lykins    | Commissioner | 20-Sep-18        | 30-Jun-22        |  |
| Place 5                                                               | Vacant    |           | Commissioner |                  |                  |  |
| Place 6                                                               | Travis    | Allen     | Commissioner | 20-Jun-19        | 30-Jun-22        |  |
| Place 7                                                               | Vacant    |           | Commissioner |                  |                  |  |
|                                                                       |           |           |              |                  |                  |  |
|                                                                       |           |           |              |                  |                  |  |

|                                                                       |           |              |              |                  |                  |
|-----------------------------------------------------------------------|-----------|--------------|--------------|------------------|------------------|
| <b>Building and Standards Commission</b>                              |           |              |              |                  |                  |
| Meets: As Needed in City Council Chambers (at least once a year)      |           |              |              |                  |                  |
| 3 year terms                                                          |           |              |              |                  |                  |
| Staff Liasion: Ashley Lumpkin                                         |           |              |              |                  |                  |
| Council Liasion: None                                                 |           |              |              |                  |                  |
|                                                                       |           |              |              | <b>Appointed</b> | <b>Term Ends</b> |
| Place 1                                                               | Troy      | Manella      | Commissioner | 3-Jan-19         | 30-Jun-22        |
| Place 2                                                               | Vacant    |              | Commissioner | 20-Sep-18        | 30-Jun-21        |
| Place 3                                                               | Kendrick  | Whittington  | Commissioner | 2-Aug-18         | 30-Jun-21        |
| Place 4                                                               | Bryan     | Dempsey      | Commissioner | 20-Jun-19        | 30-Jun-22        |
| Place 5                                                               | Tom       | Brown        | Commissioner | 20-Sep-18        | 30-Jun-21        |
| Place 6                                                               | Maureen   | Rooker       | Commissioner | 20-Jun-19        | 30-Jun-22        |
| Place 7                                                               | Richard   | Hudson       | Commissioner | 20-Jun-19        | 30-Jun-22        |
| <b>Ethics Review Commission</b>                                       |           |              |              |                  |                  |
| Meets: As needed in City Council Chambers (at least once a year)      |           |              |              |                  |                  |
| 3 year terms                                                          |           |              |              |                  |                  |
| Staff Liasion: City Secretary                                         |           |              |              |                  |                  |
| Council Liasion: None                                                 |           |              |              |                  |                  |
|                                                                       |           |              |              | <b>Appointed</b> | <b>Term Ends</b> |
| Place 1                                                               | Jane      | Wrinkle      | Member       | 4-Feb-21         | 30-Jun-21        |
| Place 2                                                               | Lori      | Brown-Duncan | Vice Chair   | 20-Sep-18        | 30-Jun-21        |
| Place 3                                                               | Bill      | Kohl         | Member       | 11-Jul-19        | 30-Jun-22        |
| Place 4                                                               | Christina | Garza        | Member       | 17-Dec-20        | 30-Jun-22        |
| Place 5                                                               | Abel      | Landin       | Member       | 19-Sep-19        | 30-Jun-22        |
| Place 6                                                               | April     | Willis       | Member       | 15-Aug-19        | 30-Jun-22        |
| Place 7                                                               | Krystal   | Kinsey       | Member       | 21-Nov-19        | 30-Jun-22        |
| <b>APPLICATIONS IN FOLDER</b>                                         |           |              |              |                  |                  |
| <b>Economic Development Corporation</b>                               |           |              |              |                  |                  |
| Meets: 1st Monday at 6:30 p.m. of each month in City Council Chambers |           |              |              |                  |                  |
| Staff Liasion: Stacy Schmitt                                          |           |              |              |                  |                  |
| Council Liasion: Mike Snyder                                          |           |              |              |                  |                  |
|                                                                       |           |              |              | <b>Appointed</b> | <b>Term Ends</b> |
| Place 1                                                               | Vacant    |              | Member       |                  | 30-Jun-21        |
| Place 2                                                               | Mike      | Arismendez   | Member       | 17-Sep-20        | 30-Jun-21        |
| Place 3                                                               | Shawn     | Lucas        | Member       | 17-Sep-20        | 30-Jun-21        |
| Place 4                                                               | Don       | Carlson      | Vice Chair   | 3-Jul-19         | 30-Jun-21        |
| Removal 2/4/21                                                        | Place 5   | Kevin        | LaFrance     | Treasurer        | 4-Feb-21         |
| Resigned 2/10/21                                                      | Place 6   | Henry        | Gideon       | Member           | 20-Jun-19        |
|                                                                       | Place 7   | Steven       | Harris       | Chair            | 20-Jun-19        |
|                                                                       |           |              |              |                  |                  |
| <b>APPLICATIONS IN FOLDER</b>                                         |           |              |              |                  |                  |

| Communications/Technology Task Force               |             |              |        |           |           |
|----------------------------------------------------|-------------|--------------|--------|-----------|-----------|
| Meets once a month.                                |             |              |        |           |           |
| 1 year term- appts in Feb.                         |             |              |        |           |           |
| Council Liasion: Peter Gordon                      |             |              |        |           |           |
|                                                    |             |              |        |           |           |
| Resigned Place 1                                   | Laurie      | Stockman     | Member | 6-Feb-20  | 6-Feb-21  |
| Place 2                                            | Jane        | Wrinkle      | Member | 4-Feb-21  | 4-Feb-22  |
| Resigned Place 3                                   | Ida         | Weaver       | Member | 16-Jul-20 |           |
| Place 4                                            | Andrew      | Ingrassia    | Member | 27-Aug-20 | 1-Feb-21  |
| Place 5                                            | Ross        | Barber       | Member | 27-Aug-20 | 1-Feb-21  |
| Place 6                                            | Jerica      | Lawyer       | Member | 6-Feb-20  | 6-Feb-21  |
| Place 7                                            | Dana        | Wilcott      | Member | 27-Aug-20 | 1-Feb-21  |
|                                                    |             |              |        |           |           |
| ADA/Electronic and Information Resource Task Force |             |              |        |           |           |
| Meets once a month                                 |             |              |        |           |           |
| 1 year term-Appts in Feb                           |             |              |        |           |           |
| Council Liasion: Dan Thornton                      |             |              |        |           |           |
|                                                    |             |              |        |           |           |
| Place 1                                            | Vacant      |              | Member |           |           |
| Place 2                                            | Jane        | Wrinkle      | Member | 4-Feb-21  | 4-Feb-22  |
| Place 3                                            | Vacant      |              | Member |           |           |
| Place 4                                            | Laurie      | Stockman     | Member | 26-Feb-20 | 6-Feb-21  |
| Place 5                                            | Vacant      |              | Member |           |           |
| Place 6                                            | Vacant      |              | Member |           |           |
| Place 7                                            | Vacant      |              | Member |           |           |
|                                                    |             |              |        |           |           |
| Diversity and Inclusion Commission                 |             |              |        |           |           |
| Meets monthly                                      |             |              |        |           |           |
| 3 yr terms                                         |             |              |        |           |           |
| Council Liasion: Patti Martinez                    |             |              |        |           |           |
| Place 1                                            | Ana         | Gonzales     | Member |           | 30-Jun-23 |
| Place 2                                            | Tara        | Spoons       | Member | 17-Sep-20 | 30-Jun-23 |
| Place 3                                            | Vanessa     | Henry        | Member | 5-Nov-20  | 30-Jun-23 |
| Place 4                                            | Brian       | Thompson     | Member | 27-Aug-20 | 30-Jun-23 |
| Place 5                                            | Onnesha     | Williams     | Member | 20-Aug-20 | 30-Jun-23 |
| Place 6                                            | Beatriz     | Rodriguez    | Member | 5-Nov-20  | 30-Jun-23 |
| Place 7                                            | Nakeenya    | Wilson       | Member | 19-Nov-20 | 30-Jun-23 |
| Tax Increment Reinvestment Zone (TIRZ) #1          |             |              |        |           |           |
| 3 appts from City                                  |             |              |        |           |           |
| 2 appts from County *                              |             |              |        |           |           |
| 2 yr terms                                         |             |              |        |           |           |
|                                                    | Russ        | Boles *      | Member | 14-Feb-20 | 14-Feb-22 |
| Reappt needed                                      | Scott       | Heselmeyer * | Member | 04-Jan-18 | 4-Jan-20  |
|                                                    | VACANT      |              | Chair  |           | 1-Feb-22  |
|                                                    | Rick Hudson |              | Member | 10-Feb-20 | 10-Feb-22 |
|                                                    | VACANT      |              | Member |           | 1-Feb-22  |
|                                                    |             |              |        |           |           |

**ORDINANCE NO. O-18-07-05-8B**

**AN ORDINANCE ALTERING THE TERM OF CERTAIN MEMBERS OF  
BOARDS AND COMMISSIONS AND DIRECTORS OF CORPORATIONS  
APPOINTED BY THE CITY COUNCIL; ALTERING THE  
APPOINTMENT PROCESS, CHANGING THE NUMBER OF MEMBERS  
OF CERTAIN BOARDS AND COMMISSIONS, ASSIGNING PLACE  
NUMBERS TO EACH BOARD AND COMMISSION MEMBER AND  
CORPORATION DIRECTORS AND PROVIDING FOR APPOINTMENT  
OF BOARD AND COMMISSION MEMBERS AND CORPORATION  
DIRECTORS**

**WHEREAS**, the City Council of the City of Hutto (the "City"), in order to increase participation by citizens and boards, commissions and corporation appointed by the City Council and to improve the appointment process; and

**WHEREAS**, terms and appointments to boards, commissions and corporations should be realigned to match terms of City Council member places; and

**WHEREAS**, it is necessary to restate and modify City ordinances in order to accomplish these purposes; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY  
OF HUTTO, TEXAS:**

The code of ordinances for the City of Hutto are amended as follows:

1. Article 2.02, Section 2.02.002, is restated to read as follows:

(a) Any member of a city board or commission or the board of directors of the Hutto Economic Development Corporation who is absent for 25 percent or more of the meetings of such board, commission, or corporation within a 12-month period may become eligible to be removed from said board, commission, or corporation board.

(b) A written notice shall be sent to the member, and city council when it appears that an individual has violated the attendance policy. The council will review each case and decide on removal or other action. If a member is removed from a board, commission, or corporation board, that position shall be considered vacant and a new member shall be appointed by the city council.

2. Article 2.02, Section 2.02.003(a), is deleted and restated as follows:

(a) The City Council shall make annual appointments to the boards, commissions and corporation boards as terms expire of each year. If vacancies occur other than by expiration of a term, the City Council shall appoint a member to fill the remainder of the vacated term. When a vacancy occurs, the Council member occupying a City Council place corresponding to the place number for a board, commission or corporation board shall review applications for appointment and recommend an individual for City Council approval. Each member currently

occupying a board, commission or corporation board position shall be assigned a place number pursuant to the chart attached as Exhibit A to this Ordinance. For boards and commission where the number members is increased pursuant to this Ordinance the new positions shall be assigned a place number. Terms of board and commission members and corporation directors shall be altered and established pursuant to the notation on the attached Exhibit A. Certain terms expiring in 2019 are reduced and will expire June 30, 2019.

3. Article 2.02, Section 2.02.121, is deleted and restated to read as follows:

The zoning board of adjustment members shall consist of seven members that serve three-year terms.

4. Article 2.02, Section 2.02.151(a), is deleted and restated to read as follows:

(a) The Historic Preservation Commission members shall consist of seven members that serve three-year terms.

5. Article 2.02, Section 2.02.182, is deleted and restated to read as follows:

The commission shall consist of seven members that serve three-year terms. To the extent possible, the city council shall appoint members to the commission who have experience or expertise in the building trades.

6. Article 2.05, Section 2.05.006, parts (a), (b), (c) and (f), are amended by deletion and replacement with the following:

(a) An ethics review commission (commission) is hereby established, to be composed of seven members, all of whom shall reside in the city.

(b) Each commission member shall be appointed by the city council and shall occupy a position on the commission, such positions being numbered 1 through 7.

(c) The commission members shall be appointed to three-year terms.

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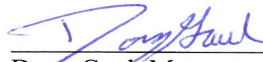
(f) Deleted.

7. Article 2.05, Section 2.05.006(g), (h), (i), and (j) are renumbered as (f), (g), (h) and (i), respectively.

8. All members of boards and commissions and corporate boards are reappointed to terms set out on Exhibit A. All members shall be assigned to place number set out by Exhibit A. Certain members listed on Exhibit A are appointed to terms of less than three years in order to transition to terms equating to terms of City Council members. Certain members' terms shall be altered and shall expire on the dates set out on Exhibit A. Terms shall expire on June 30th of the last year of the member's appointment. The City Council will attempt to make appointments to boards and commissions and corporate directors during June of each year.

9. Repeal and Confirmation of Prior Actions: All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict. All actions by boards and commissions and corporation boards prior to the effective date of this Ordinance are confirmed.
10. Effective: This Ordinance shall be published and become effective in accordance with the laws of the State of Texas.

**READ, CONSIDERED, PASSED, AND APPROVED ON FIRST READING** by the City Council of the City of Hutto at a regular meeting on the **21<sup>st</sup>** day of **June, 2018**, and a second reading at the **5<sup>th</sup>** day of **July, 2018**, regular meeting with a quorum present at each meeting and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.

  
\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Lisa L. Brown, City Secretary



EXHIBIT A

## **Boards and Commissions Realignment and Appointment process**

**Objective:** Increase participation in Boards and Commissions and improve the Appointment process

Boards, Commissions, and EDC Corporation terms and appointments will be realigned to match council places and terms.

Beginning with July 1, 2018 new terms expire on June 30, of the corresponding Council Member Term.

For Example, Parks and Advisory place 1 term will expire June 30, 2020.

Transition to new terms, current boards and commission members can be reappointed to the new terms based on the new expiration terms, or new appointments can be recommended during a council meeting in July. See spreadsheet for new alignment to Places

- 1) All current boards and commission members have been assigned Place numbers to coincide with existing council members
- 2) Each Council member should contact the corresponding member for each member and confirm they are willing to serve the new terms.
  - a. If current member does not choose to accept the new terms, Council member should recommend a new appointment

### **Board Members and Terms changes**

- 1) Planning and Zoning - None
- 2) Parks Advisory - None
- 3) Library Advisory – None
- 4) Zoning Board of Adjustments – Change term to three years
- 5) Historical Preservation Commission – Change members to Seven and Term to three years
- 6) Building and standards Commission - Change members to Seven and Term to three years
- 7) Ethics Board - Change members to Seven and Term to three years
- 8) Economic Development Corporation – Change term to three years
  - a. EDC will need to update their bylaws

### **Action Steps:**

- 1) Approve ordinance changes
- 2) Open application process and communicate to citizens to apply
- 3) Approve appointments and new terms at meeting in July

## Boards and Commissions Master Transition

|                        |               |        |
|------------------------|---------------|--------|
| Council Member Place 1 | Scott Rose    | May-20 |
| Council Member Place 2 | Tom Hines     | May-21 |
| Council Member Place 3 | Nate Killough | May-19 |
| Council Member Place 4 | Tim Jordan    | May-20 |
| Council Member Place 5 | Patti Turner  | May-21 |
| Council Member Place 6 | Terri Grimm   | May-19 |
| Mayor (Place 7)        | Doug Gaul     | May-19 |

*All Boards and Commissions terms Realigned for appointment in June*

**Terms Run 7/1 to 6/30 unless otherwise indicated**

Terms Run 7/1 to 6/30 unless otherwise indicated

| Planning & Zoning Commission                                            |         |            |              |              |               |  |
|-------------------------------------------------------------------------|---------|------------|--------------|--------------|---------------|--|
| Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber |         |            |              |              |               |  |
| 2 yr Terms Per Charter                                                  |         |            |              |              |               |  |
|                                                                         |         |            |              | Current Term | Proposed Term |  |
| Place 1                                                                 | Davey   | Robinson   | Vice-Chair   | Dec-19       | June-20       |  |
| Place 2                                                                 | Kristen | Harrington | Commissioner | Dec-18       | June-20       |  |
| Place 3                                                                 | Jessica | Romigh     | Chair        | Dec-19       | June-19       |  |
| Place 4                                                                 | Michael | Orman      | Commissioner | Dec-18       | June-20       |  |
| Place 5                                                                 | Steven  | Harris     | Commissioner | Dec-18       | June-20       |  |
| Place 6                                                                 | Tony    | Wertz      | Commissioner | Dec-19       | June-19       |  |
| Place 7                                                                 | Lori    | Ortiz      | Commissioner | Dec-18       | June-19       |  |

| Parks Advisory Board                                                  |         |          |            |              |               |  |
|-----------------------------------------------------------------------|---------|----------|------------|--------------|---------------|--|
| Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber |         |          |            |              |               |  |
|                                                                       |         |          |            | Current Term | Proposed Term |  |
| Place 1                                                               | Katie   | Weiss    | Member     | Dec-18       | June-20       |  |
| Place 2                                                               | Michael | Orman    | Member     | Dec-20       | June-21       |  |
| Place 3                                                               | Dana    | Lively   | Member     | Dec-20       | June-19       |  |
| Place 4                                                               | Troy    | McMillin | Chair      | Dec-19       | June-20       |  |
| Place 5                                                               | Kelly   | Gaydos   | Chair      | Dec-20       | June-21       |  |
| Place 6                                                               | Rose    | McMillin | Member     | Dec-20       | June-19       |  |
| Place 7                                                               | Perry   | Savard   | Vice Chair | Dec-19       | June-19       |  |

| Library Advisory Board                                              |          |           |            |              |               |  |
|---------------------------------------------------------------------|----------|-----------|------------|--------------|---------------|--|
| Meets: Quarterly @ 7:00pm of each month in the City Council Chamber |          |           |            |              |               |  |
|                                                                     |          |           |            | Current Term | Proposed Term |  |
| Place 1                                                             | David    | Westbrook | Member     | Dec-20       | June-20       |  |
| Place 2                                                             | Dwight   | Baker     | Chair      | Dec-20       | June-21       |  |
| Place 3                                                             | Tara     | Chappell  | Vice Chair | Dec-20       | June-19       |  |
| Place 4                                                             | Kathi    | Shilling  | Member     | Dec-20       | June-20       |  |
| Place 5                                                             | Camille  | Baptiste  | Member     | Dec-18       | June-21       |  |
| Place 6                                                             | Patricia | Elssaser  | Member     | Dec-20       | June-19       |  |
| Place 7                                                             |          |           |            |              | June-19       |  |

| Zoning Board of Adjustments                                             |         |         |           |              |               |  |
|-------------------------------------------------------------------------|---------|---------|-----------|--------------|---------------|--|
| Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber |         |         |           |              |               |  |
|                                                                         |         |         |           | Current Term | Proposed Term |  |
| Place 1                                                                 | Pedro   | Perez   | Chairman  | Dec-18       | June-20       |  |
| Place 2                                                                 | Thomas  | McGowan | Member    | Dec-20       | June-21       |  |
| Place 3                                                                 | Randal  | Clark   | Member    | Dec-20       | June-19       |  |
| Place 4                                                                 | Rick    | Hudson  | Member    | Dec-20       | June-20       |  |
| Place 5                                                                 |         |         | Alternate | Dec-20       | June-21       |  |
| Place 6                                                                 | Maureen | Rooker  | Alternate | Dec-19       | June-19       |  |
| Place 7                                                                 | Dana    | Lively  | Member    |              | June-19       |  |



| Historic Preservation Commission                                      |          |              |              |  |              |               |
|-----------------------------------------------------------------------|----------|--------------|--------------|--|--------------|---------------|
| Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber |          |              |              |  |              |               |
|                                                                       |          |              |              |  | Current Term | Proposed Term |
| Place 1                                                               | Nicholas | Linzenmeyer  | Commissioner |  | Dec-18       | June-20       |
| Place 2                                                               |          |              | Commissioner |  | Dec-18       | June-21       |
| Place 3                                                               | Curtis   | Orton        | Commissioner |  | Dec-18       | June-19       |
| Place 4                                                               | Robert   | Lykins       | Commissioner |  | Dec-19       | June-20       |
| Place 5                                                               |          |              | Commissioner |  | Dec-19       | June-21       |
| Place 6                                                               |          |              | Commissioner |  |              | June-19       |
| Place 7                                                               |          |              | Commissioner |  |              | June-19       |
| Building and Standards Commission                                     |          |              |              |  |              |               |
| Meets: As Needed in the City Council Chamber                          |          |              |              |  |              |               |
|                                                                       |          |              |              |  | Current Term | Proposed Term |
| Place 1                                                               | Hope     | Brown        | Chair        |  | Dec-19       | June-20       |
| Place 2                                                               | Olinda   | Ramirez      | Commissioner |  | Dec-19       | June-21       |
| Place 3                                                               | Rick     | Hudson       | Commissioner |  | Dec-19       | June-19       |
| Place 4                                                               | Troy     | McMillin     | Vice Chair   |  | Dec-18       | June-20       |
| Place 5                                                               | Tom      | Brown        | Commissioner |  | Dec-18       | June-21       |
| Place 6                                                               | Open     |              | Commissioner |  |              | June-19       |
| Place 7                                                               | Open     |              | Commissioner |  |              | June-19       |
| Ethics Review Commission                                              |          |              |              |  |              |               |
| Meets: As Needed in the City Council Chamber (at least once a year)   |          |              |              |  |              |               |
|                                                                       |          |              |              |  | Current Term | Proposed Term |
| Place 1                                                               | Craig    | Cargill      | Member       |  | Dec-19       | June-20       |
| Place 2                                                               | Lori     | Brown-Duncan | Member       |  | Dec-19       | June-21       |
| Place 3                                                               | Larry    | Straughn     | Member       |  | Dec-19       | June-19       |
| Place 4                                                               | Russell  | Daniel       | Member       |  | Dec-19       | June-20       |
| Place 5                                                               | Dana     | Lively       | Member       |  | Dec-19       | June-21       |
| Place 6                                                               |          |              |              |  |              | June-19       |
| Place 7                                                               |          |              |              |  |              | June-19       |
| Economic Development Corporation                                      |          |              |              |  |              |               |
| Meets: 1st Monday @ 6:00pm of each month in the City Council Chamber  |          |              |              |  |              |               |
|                                                                       |          |              |              |  | Current Term | Proposed Term |
| Place 1                                                               | Nelson   | Nagle        | Treasurer    |  | Oct-19       | June-20       |
| Place 2                                                               | Bill     | Gravell      | Chair        |  | Oct-19       | June-21       |
| Place 3                                                               | Dan      | Thornton     | Member       |  | Oct-19       | June-19       |
| Place 4                                                               | Jason    | Wirth        | Member       |  | Oct-19       | June-20       |
| Place 5                                                               | Scott    | Feller       | Member       |  | Oct-19       | June-21       |
| Place 6                                                               | Chris    | Carey        | Member       |  | Oct-19       | June-19       |
| Place 7                                                               |          |              |              |  | Oct-19       | June-19       |

## CHAPTER 2

### ADMINISTRATION AND PERSONNEL

#### ARTICLE 2.01 GENERAL PROVISIONS

(Reserved)

#### ARTICLE 2.02 BOARDS, COMMISSIONS AND AUTHORITIES\*

##### Division 1. Generally

##### Sec. 2.02.001 Qualifications of members

(a) Each candidate for an appointment as a member of any board or commission shall meet the following requirements:

- (1) Be a registered voter of the city;
- (2) Shall reside within the corporate limits of the city including territory annexed prior to appointments and individuals appointed; and
- (3) Provided however, the members of the Hutto Economic Development Board of Directors shall reside within the county.

(b) Current city councilmembers, that are currently serving on the Hutto Economic Development Corporation Board of Directors are not required to resign from the Hutto Economic Development Corporation Board of Directors when running for re-election.

(Ordinance O-17-07-20-8C adopted 7/20/17)

##### Sec. 2.02.002 Attendance

(a) Any member of a city board, commission, and the board of directors of the Hutto Economic Development Corporation who is absent for ~~two (2) or more consecutive meetings~~ or 25 percent or more of the meetings of such board, commission, or corporation within a 12-month period ~~shall~~ *MAY* become eligible to be removed from said board, commission, or corporation.

(b) A written notice shall be sent to <sup>THE</sup> a member, <sup>AND</sup> the board, commission, or corporation staff liaison, city manager, and city council when it appears that an individual has violated the attendance policy. The designated council committee will review each case and make a recommendation, to the city council. If a member is removed from a board, commission, or corporation, that position shall be considered vacant and a new member shall be appointed by the city council.

(Ordinance O-15-02-19-10C adopted 2/19/15)

##### Sec. 2.02.003 Appointments; vacancies

Sec 2.02.0002

- (a) The city council shall make annual appointments to the boards, commissions, or corporations that have terms expiring on June 30<sup>th</sup> of each year. The city council , if interim vacancies occur shall appoint a successor for the remainder of the term
  - a. The corresponding council member for a place expiring is responsible to review applications and recommend an individual for council approval.

~~DELETE  
REPLACE~~ (a) The city council or designated city council committee shall make annual appointments to the boards, commissions, or corporations that have terms expiring on December 31st of each year. The city council, if interim vacancies occur, may appoint a successor for the remainder of such term.

(b) The chair and vice-chair for each city board, commission, or corporation shall be elected from the membership of the board or commission by an affirmative majority vote of the members. The city council will appoint the chair and/or vice-chair if:

(1) The board or commission cannot agree by majority vote amongst themselves by the end of the 2nd regularly scheduled meeting of the board or commission; or

(2) The chair or vice-chair is removed from the board or commission and a successor is not appointed at the next regularly scheduled meeting of the board of commission.

(c) Terms for each board or commission shall consist of staggered terms.

(Ordinance O-16-11-17-8B adopted 11/17/16)

#### **Sec. 2.02.004 Meetings**

Each board, commission, or corporation must hold regular meetings at a predefined time. Special called meetings may be made at the request of the chair or notice from city staff for consideration of business.

(1) Meetings must be posted in accordance to the Open Meetings Act and open to the public.

(2) A quorum shall consist of a majority of the membership of the board.

(3) Any issue to be voted on shall be resolved by a majority of those present.

(4) Written records of meetings must be kept and made available to the public, showing its action on each case.

#### **Secs. 2.02.005–2.02.030 Reserved**

### **Division 2. Planning and Zoning Commission\***

#### **Sec. 2.02.031 Creation**

There is hereby created by the city an advisory commission to be known as the planning and zoning commission of the city.

#### **Sec. 2.02.032 Composition; terms of members**

There shall be a city planning and zoning commission, which shall consist of seven members that serve a two-year term.

#### **Sec. 2.02.033 Powers and duties**

The commission shall have the power and be required to:

(1) Be responsible to act as an advisory body to the city council;



- (2) Recommend to the council for its action an official zoning map and recommend any changes to the map zoning change requests;
- (3) Study plats and plans of proposed subdivision and insure that all plats and plans conform to the city's subdivision and development ordinances;
- (4) Annually recommend an annexation plan to the city council;
- (5) Annually review the general (master) plan for the city and recommend to the city council any change;
- (6) Perform such other functions as may be duly delegated to them from time to time by the city council; and
- (7) Make an annual report to the city council showing the activities of the commission for the current year.

**Secs. 2.02.034–2.02.060    Reserved**

### **Division 3. Parks Advisory Board**

#### **Sec. 2.02.061    Creation**

The city parks advisory board shall make recommendations to the city council concerning planning, development and operations of parks and trails, assist in preparing grants, and meet with other interested persons with park development knowledge. It shall also hold meetings to receive public input.

#### **Sec. 2.02.062    Composition; terms of members**

The board shall consist of seven members that serve a three-year term.

#### **Sec. 2.02.063    Powers and duties**

The board shall have the following powers, duties and responsibilities:

- (1) Make recommendations to the city council regarding policies, rules and regulations relating to the administration of public parks, trails, recreation facilities, and programs.
- (2) Review budget recommendations developed by staff.
- (3) Receive information and comments from citizens pertaining to the city's parks and recreation facilities.
- (4) Make recommendations with staff regarding the dedication of parkland by developers during the concept plan phase, the acquisition of park sites and the availability of grants to the city council.
- (5) Cooperate with the public schools, citizens and city staff in the development of parks and recreational facilities and programs.
- (6) Recommend changes in parks and recreation related ordinances to the city council.
- (7) Supply reports to the city council regarding the status of any park, trail, recreational facility and/or programs as deemed appropriate by the city council.



(8) Participate in fundraising activities, including but not limited to the acquisition of grant funding, in-kind third-party donations to the city for the benefit of park acquisition and development and/or recreational activities.

(9) Develop, manage and maintain guidelines for operating the board, which may not be in conflict with the city charter and must be approved by the city council for adoption.

(10) Make an annual report to the city council showing the activities of the commission for the current year.

**Secs. 2.02.064–2.02.090 Reserved**

#### **Division 4. Library Advisory Board**

##### **Sec. 2.02.091 Creation**

The city library advisory board shall make recommendations to the city council concerning planning, development and operations of the city library, assist in preparing grants, and meet with other interested persons with library development knowledge. It shall also hold meetings to receive public input.

(Ordinance O-15-01-22-7C adopted 1/22/15)

##### **Sec. 2.02.092 Composition; terms of members**

The board shall consist of seven members that serve a three-year term. (Ordinance O-18-04-19-8B adopted 4/19/18)

##### **Sec. 2.02.093 Powers and duties**

The board shall have the following powers, duties and responsibilities:

- (1) To make recommendations to the city council regarding policies, rules and regulations relating to the administration of the public library system, its facilities and programs.
- (2) To review budget recommendations developed by staff.
- (3) To receive information and comments from citizens pertaining to the city's library and its related facilities and programs.
- (4) To make recommendations with staff regarding the planning of facilities during the concept plan phase, and the availability of grants to the city council.
- (5) To cooperate with the public schools, citizens and city staff in the development of library facilities and programs.
- (6) To supply reports to the city council regarding the status of any library facility and/or programs as deemed appropriate by the city council.
- (7) To participate in fundraising activities, including but not limited to the acquisition of grant funding and in-kind third-party donations to the city for the benefit of library development.

- (8) Make an annual report to the city council showing the activities of the commission for the current year.

**Secs. 2.02.094–2.02.120 Reserved**

#### **Division 5. Zoning Board of Adjustment**

##### **Sec. 2.02.121 Composition, terms of members**

The zoning board of adjustment members shall consist of five regular members and two alternate members that serve a ~~two-year term~~.

*THREE YR TERM*

(Ordinance O-15-01-22-7C adopted 1/22/15)

##### **Sec. 2.02.122 Powers and duties**

The zoning board of adjustment will:

- (1) Consider numerical variance requests for: use, site design, subdivision, form based and special exceptions, subject to variance approval criteria, recommendation of development services staff, and state law. (Ordinance O-18-04-19-8C adopted 4/19/18)
- (2) Consider administrative appeals that allege error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the city development codes.
- (3) Consider special exceptions to the terms of the city development codes.
- (4) Consider, in specific cases, a variance from the terms of the city development codes if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the city development codes would result in unnecessary hardship, and so that the spirit of the city development codes are observed and substantial justice is done.
- (5) Consider appeals to development services staff's interpretation of the city development codes.
- (6) Consider other matters, as authorized by the city development codes.

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##### **Sec. 2.02.123 Initiation of requests**

Development services staff, the city manager, city council, and the planning and zoning commission may make a request requiring zoning board of adjustment consideration.

##### **Sec. 2.02.124 Appeals**

The zoning board of adjustment is a quasi-judicial body. The applicant or city may appeal decisions to the district court.

**Secs. 2.02.125–2.02.150 Reserved**

#### **Division 6. Historic Preservation Commission**

**Sec. 2.02.151 Creation**

(a) The historic preservation commission members shall consist of ~~five~~<sup>SEVEN</sup> members that serve a ~~two~~<sup>THREE</sup> year [term].

(b) The city will designate a member of development services staff to act as liaison of the historic preservation commission. The liaison may in an advisory capacity participate in discussions, but has no right to vote. The liaison of the historic preservation commission will also serve as the local preservation officer and fulfill all duties as may be required under any certified local government agreement with the state historical commission.

(c) Historic preservation commission members should, to the extent reasonably possible, have a demonstrated outstanding interest in the historic traditions of the city and have experience in the preservation of the historic character of the city. City council will try, to the extent reasonably possible, to appoint members from the following categories:

- (1) Architect, planner or design professional; historian.
- (2) Licensed real estate broker/appraiser; attorney at law.
- (3) Archaeologist or member of a related scholarly discipline.
- (4) Member of chamber of commerce (either the chamber president or a member designated by the chamber president).

(d) Texas Secretary of the Interior Standards for Rehabilitating Historic Buildings, approved by the state historical commission, serves as a guideline for decisions made by the historic preservation commission.

**Sec. 2.02.152 Powers and duties**

The historic preservation commission will:

- (1) Adopt rules and procedures for its governance.
- (2) Establish committees as needed.
- (3) Consider and recommend designation of a historic district or historic landmark.
- (4) Consider and render decisions on certificates of appropriateness and demolition requests in designated historic districts.
- (5) Conduct and administer historic resource surveys.
- (6) Develop public outreach/education/awareness programs.
- (7) Recommend acquisition of endangered historic resources to city council when necessary.
- (8) Recommend acceptance of donations of preservation easements.
- (9) Submit an annual report to city council and the mayor on the status of preservation in the community and on the work of the historic preservation commission.
- (10) Recommend tax or other financial incentives to encourage preservation of historic resources.



- (11) Prepare and promote design guidelines for historic landmark districts.
- (12) Make an annual report to the city council showing the activities of the commission for the current year.

**Sec. 2.02.153 Initiation of requests**

Development services staff, the city manager, city council, and the planning and zoning commission may make a request requiring historic preservation commission consideration.

**Sec. 2.02.154 Appeals**

The historic preservation commission is an administrative body. The applicant or city may appeal decisions to city council.

**Secs. 2.02.155–2.02.180 Reserved**

**Division 7. Building and Standards Commission**

**Sec. 2.02.181 Creation**

The city hereby implements chapter 54, subchapter C of the Texas Local Government Code (V.T.C.A., Local Government Code section 54.031 et. seq.). Pursuant to such subchapter, the city council shall provide for the appointment of a building and standards commission, and the regulations and restrictions adopted shall be pursuant to the provisions of applicable statutory requirements for a building standards commission under state law.

**Sec. 2.02.182 Composition; terms of members**

The commission shall consist of ~~five~~<sup>SEVEN</sup> members that serve a ~~two-year~~<sup>THREE</sup> term. To the extent possible, the city council shall appoint members to the commission who have experience or expertise in the building trade.

**Sec. 2.02.183 Powers and duties**

(a) The commission shall have the powers and duties as set forth in chapter 54, subchapter C of the Texas Local Government Code (V.T.C.A., Local Government Code section 54.031 et. seq.) to hear and determine cases concerning alleged violations of ordinances.

(b) The commission has the power to hear appeals and render decisions upon rulings and refusals of ruling by the building official when requests for a modification or a variation from the provisions of this division have been made. Whenever the building official rejects or refuses to approve the mode or manner of work proposed to be followed or materials to be used in the proposed construction, or when it is claimed that the provisions of this code do not apply, or that any equally good or more desirable form of installation can be employed in any specific case, or when it is claimed that the true intent and meaning of this code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent, may appeal the decision of the building official to the commission. Notice of the appeal shall be in writing and filed within 30 days after the decision is rendered by the building official.

(c) The commission shall have the power and duty to act as the fire code board of appeals as set forth in chapter 54, subchapter C of the Texas Local Government Code (V.T.C.A., Local Government Code section 54.032(2)).

Sec. 2.05.006 Ethics review commission

- (a) An ethics review commission (commission) is hereby established, to be composed of ~~five (5)~~ <sup>SEVEN</sup> members, all of whom shall reside in the city.
- (b) Each commission member shall be appointed by the city council and shall occupy a position on the commission, such positions being numbered 1 through ~~5~~ <sup>7</sup>.
- (c) The commission members shall be appointed to ~~two-year~~ <sup>THREE</sup> staggered terms. ~~Positions 1, 3, and 5 shall expire on July 31, 2008, with successive two-year terms, and positions 2 and 4 shall expire on July 31, 2009, with successive two-year terms.~~
- (d) All vacancies shall be filled for the unexpired term. A member shall hold office until his successor has been appointed by the city council.
- (e) The commission shall elect a chairman and a vice-chairman to one-year terms. The vice-chairman shall act as chairman in the absence of the chairman.
- (f) ~~Three (3) or more members of the commission shall constitute a quorum, but no action of the commission shall be of any force or effect unless it is adopted by the favorable vote of four (4) or more members.~~
- (g) The commission shall meet at least once a year to review this article and may make recommendations to the city council for amendments thereto.
- (h) The commission shall render advisory opinions on potential conflicts of interest or violation of this article at the request of a city official subject to the terms of this article. Such advisory opinion shall be rendered within a reasonable time, but in no event later than thirty (30) days after a request therefor is received by the commission.
- (i) It shall be a defense to an alleged violation of this article that the person accused previously requested an advisory opinion of the commission and acted on such opinion in good faith, unless material facts were omitted or misstated by the person requesting the opinion. Such advisory opinion shall also be binding on the commission in any subsequent charges concerning the person requesting the opinion.
- (j) Independent legal counsel shall be utilized to advise the commission and participate in hearings. The city council shall annually designate and retain independent counsel, who shall be a duly licensed attorney in the state.
- (2007 Code, sec. 9.02.006)