



**CITY OF HUTTO, TEXAS  
REGULAR CITY COUNCIL MEETING  
Thursday, November 21, 2019 AT 7:00 PM  
CITY HALL - CITY COUNCIL CHAMBERS  
500 WEST LIVE OAK**

**CITY COUNCIL**

Doug Gaul, Mayor  
Tom Hines, Place 2, Mayor Pro-tem  
Scott Rose, Place 1  
Mike Snyder, Place 3  
Peter Gordon, Place 4  
Patti Martinez, Place 5  
Tanner Rose, Place 6

**AMENDED AGENDA**

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **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.*

6. **PUBLIC COMMENT**

*Any citizen wishing to speak during public comment may do so after completing the required registration form. In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council. No formal action, discussion, deliberation, or comment will be made by the City Council. Comments must be courteous and respectful. Accordingly, concerns, complaints, and assertions of character regarding specific individuals, including any citizens, staff member, City Board or Commission member or City Council member shall not be raised in a public forum; but should be addressed separately and privately with the City Manager or individual member of the City Council. Any person who violates these rules will have their speaking time ended*

*inappropriate or disruptive manner may be asked to leave the City Council Chambers. Each person providing public comment will be limited to 3 minutes.*

7. **CITY MANAGER COMMENTS**

- 7.A. Presentation of the City Financials for the Month of October as required by the fiscal and budgetary policy. (Michel Sorrell)

8. **CONSENT AGENDA ITEMS**

- 8.A. Consideration and possible action on a resolution approving the subdivision plat approval extension request for the Brooklands Section Three Final Plat, 38.698 acres, more or less, of land, 152 residential lots, located on CR 137 south of FM 1660 South. (Ashley Lumpkin)
- 8.B. Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of Cottonwood Creek, 46.68 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on CR 199. (Ashley Lumpkin)
- 8.C. Consideration and possible action on a resolution approving the proposed Mager Meadows Phase 2 Amended Plat, 22.441 acres, more or less, of land, 95 residential lots, located north of Mager Lane and Groves Lane. (Ashley Lumpkin)
- 8.D. Consideration and possible action on a resolution approving the proposed Star Ranch Section 7 Phase 8 Final Plat, 28.348 acres, more or less, of land, 116 residential lots, located within the extraterritorial jurisdiction (ETJ) of Hutto on Winterfield Drive at Star Ranch Boulevard. (Ashley Lumpkin)
- 8.E. Consideration and possible action on a resolution approving the proposed Co-Op District Resubdivision of Lots 4A, 4B, 5A and 6A Amended Plat, 6.0039 acres, more or less, of land, 10 commercial lots, located on Co Op Boulevard at US 79 West. (Ashley Lumpkin)
- 8.F. Consideration and possible action to approve the November 7, 2019 City Council meeting minutes. (Lacie Hale)

9. **ORDINANCES**

- 9.A. Consideration of a public hearing and possible action on the first reading of an ordinance approving a specific use permit for the property located at 103 East Live Oak Street, 0.29 acres, more or less, of land, Lots 9 of the McGee's 2nd Addition Subdivision, allowing live-work within the OT-3 (Residential) Transect Zone. (Ashley Lumpkin)
- 9.B. Consideration of a public hearing and possible action on the first reading of an ordinance approving the proposed Cottonwood Creek Planned Unit Development (PUD) Amendment, 370.36 acres, more or less, of land, located on CR 199. (Ashley Lumpkin)
- 9.C. Consideration of a public hearing and possible action on the first and final reading of an ordinance approving the proposed annexation of 10700 FM 1660 South, 156.136 acres, more or less, of land, and to establish base zoning for the existing City of Hutto South Wastewater Treatment Plant (155.136 acres) as LI (Light Industrial) and the Saul House (1.0 acres) as REC (Recreational). (Ashley Lumpkin)



- 9.D. Public hearing, discussion, and possible consideration and approval of the second reading of an Ordinance to create Reinvestment Zone No. Two, City of Hutto, Texas, for the purpose of promoting redevelopment within the corporate limits of the City of Hutto. (Jessica Geray)
- 9.E. Approve first reading of an ordinance amending the City of Hutto Code of Ordinances (2014 Edition) Chapter 2 (Administration and Personnel) regarding financial disclosures.
- 9.F. Consideration and possible action on an Resolution relating to the approval of the City of Hutto Economic Development Corporation Type B dedication of a portion of sales tax collected by the Corporation to the City of Hutto Sports, Health and Entertainment District. (Jessica Geray)

10. **RESOLUTIONS**

- 10.A. Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with Vortex International for the purchase and installation of a new splash pad at Fritz Park for an amount not to exceed \$298,990.10 (Jeff White).
- 10.B. Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with Restroom Facilities LTD for the purchase and installation of a new restroom at Fritz Park for an amount not to exceed \$388,456.
- 10.C. Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with We Build Fun for the purchase and installation of a new playground at Fritz Park for an amount not to exceed \$365,282.42 (Jeff White).
- 10.D. Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with USA Shade for the purchase and installation of shade structures at Fritz Park for an amount not to exceed \$408,579.40.
- 10.E. Consideration and possible action on a resolution approving the proposed Cottonwood Creek Preliminary Plat, 370.33 acres, more or less, of land, 987 residential lots, two amenity lots and 22 open space lots, located on CR 199. (Ashley Lumpkin)
- 10.F. Consideration and possible action for a Resolution approving certain actions by the City Manager and certain actions by the Cottonwood Development Corporation. (Jessica Geray)
- 10.G. Consideration and possible action authorizing for a Resolution for an Interlocal Agreement with the Cottonwood Development Corporation and containing other matters related thereto. (Jessica Geray)
- 10.H. Public hearing, consideration and possible action for a Resolution authorizing and creating a Sports, Health, and Entertainment District public improvement district. (Jessica Geray)
- 10.I. Consideration and possible action for a Resolution to request participation from Williamson County by way of economic development incentives for the Sports, Health, and Entertainment District. (Jessica Geray)

- 10.J. Consideration and possible action for a Resolution to authorize the City Manager to enter into an amendment to the Williamson County Emergency Services District No. 3 related to the Sports, Health, and Entertainment District. (Jessica Geray)

11. **OTHER BUSINESS**

- 11.A. Consideration of and possible appointments to City Boards and Commissions. (Lacie Hale)
- 11.B. Discussion and possible action on prioritization of upcoming street reconstruction projects related to the Old Town Street Reconstruction Bond Program.(Samuel Ray)

12. **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].

- 12.A. Executive Session, as authorized by Texas Government Code, Section 551.071, consultation with Attorney, Section 551.074 deliberations regarding personnel matters, regarding city manager.

13. **ACTION RELATIVE TO EXECUTIVE SESSION**

- 13.A. Consideration and possible action(s) on personnel matters regarding city manager.

14. **ADJOURNMENT**

**CERTIFICATION**

I certify that this notice of the November 21, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on November 18, 2019 at 5:45 pm

  
Lacie Hale, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or [lacie.hale@huttotx.gov](mailto:lacie.hale@huttotx.gov) for assistance.

Regular City Council  
**AGENDA ITEM**  
**8.A.**



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**To:** City Council  
**Subject:** Consideration and possible action on a resolution approving the subdivision plat approval extension request for the Brooklands Section Three Final Plat, 38.698 acres, more or less, of land, 152 residential lots, located on CR 137 south of FM 1660 South.(Ashley Lumpkin)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

**BACKGROUND INFORMATION:**

To avoid expiration, the applicant requests a one year extension request for this final plat. Construction is expected to be completed within the requested extension period. The current expiration date is December 6, 2019.

**RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**ATTACHMENTS:**

[\(Res\)BrooklandsSecThreeFP-ExtensionRequest\(complete\)](#)

**RESOLUTION NO.**

**A RESOLUTION APPROVING THE SUBDIVISION APPROVAL EXTENSION FOR THE FINAL PLAT KNOWN AS "BROOKLANDS SECTION THREE FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.**

**WHEREAS**, the City of Hutto Unified Development Code Section 10.204.2 states that unless recorded, fiscal surety has been posted, and/or an extension has been granted, final plat approval expires one (1) year from the date of City Council approval, and;

**WHEREAS**, an applicant may request, in writing, an extension of final plat approval prior to the end of the one (1) year period, and the City Council may grant an extension not to exceed one (1) year, and;

**WHEREAS**, the City Council granted final plat approval of said plat on December 6, 2018, with Resolution No. R-18-12-06-8B, and;

**WHEREAS**, the Development Services Department has reviewed the subdivision approval extension request for compliance with City regulations, and;

**WHEREAS**, if the subdivision approval extension request is approved by City Council, the expiration date of said extension will be effective on the date of adoption and will expire twelve (12) months from that date, 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 subdivision extension request for the final plat known as "Brooklands Section Three Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **21st** day of the month **November, 2019**.

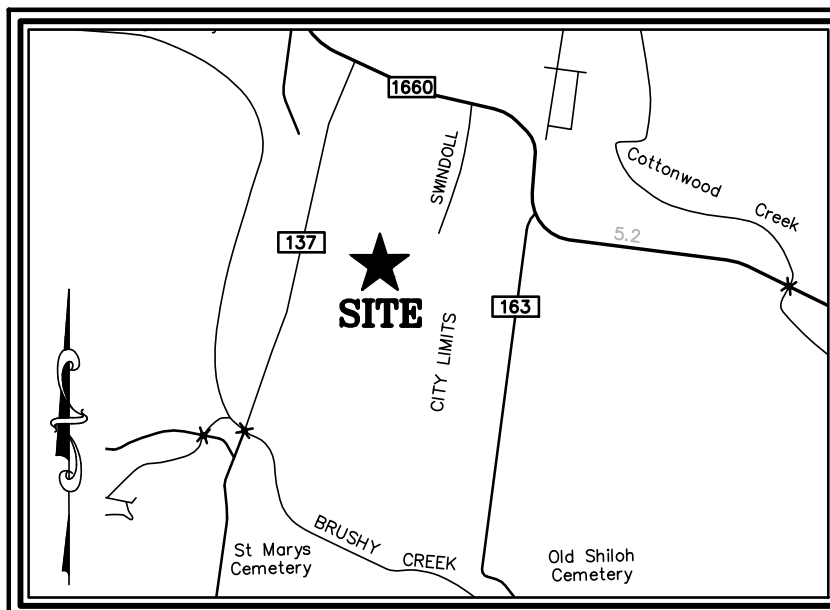
**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

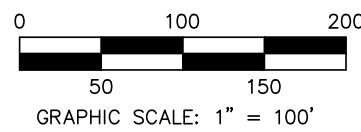
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Lacie Hale, City Secretary





**LEGEND**

- PROPERTY LINE
- EXISTING PROPERTY LINES
- IRON ROD WITH "LENZ & ASSOCIATES" CAP FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
- 1/2" IRON PIPE FOUND
- CALCULATED POINT
- SURVEY CONTROL POINT
- DOC. NO.
- R.O.W.
- O.P.R.W.C.T.
- RIGHT-OF-WAY
- OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS
- RECORD INFORMATION PER DOC. NO. 2017023768
- RECORD INFORMATION PER DOC. NO. 2003059205
- RECORD INFORMATION PER DOC. NO. 2004034196
- RECORD INFORMATION PER DOC. NO. 2018007709



CALLED 35.00 ACRES  
BIL, INC  
DOC. NO. 2008033089  
O.P.R.W.C.T.

CALLED 6.078 ACRES  
(TRACT 1)  
CHRISTOPHER G. CAGLE  
DOC. NO. 2014006158  
O.P.R.W.C.T.

COUNTY ROAD 137  
(80' R.O.W.)  
DOC. NO. 2003059205, 2004034196  
O.P.R.W.C.T.

CALLLED 48.64 ACRES  
(TRACT 1)  
CITY OF HUTTO  
DOC. NO. 2018007709  
O.P.R.W.C.T.

FROM WHICH A 1/2" IRON ROD WITH "LENZ & ASSOCIATES" CAP FOUND BEARS S54°06'11"E, 0.43'

**WILLIAM GATLIN  
SURVEY NO. 23  
ABSTRACT NO. 271**

REMAINDER OF A  
CALLED 52.7 ACRES  
BROOKLANDS PARTNERS, LTD.  
DOC. NO. 2017023768  
O.P.R.W.C.T.

BLOCK "MM"

**BROOKLANDS BOULEVARD (R.O.W. VARIES)**

**ROAMING DRIVE (R.O.W. VARIES)**

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BLOCK "HH"

BLOCK "GG"

BLOCK "FF"

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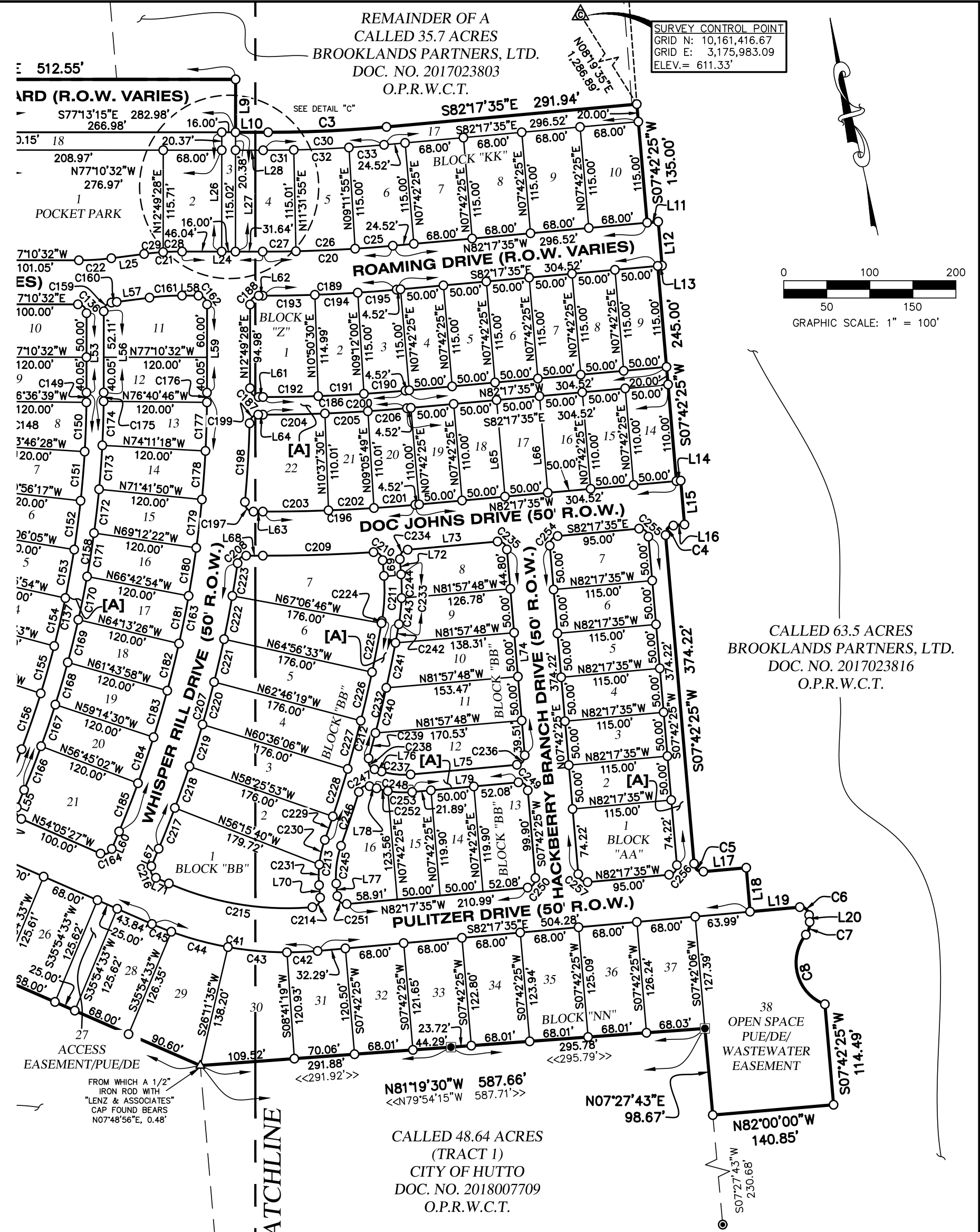
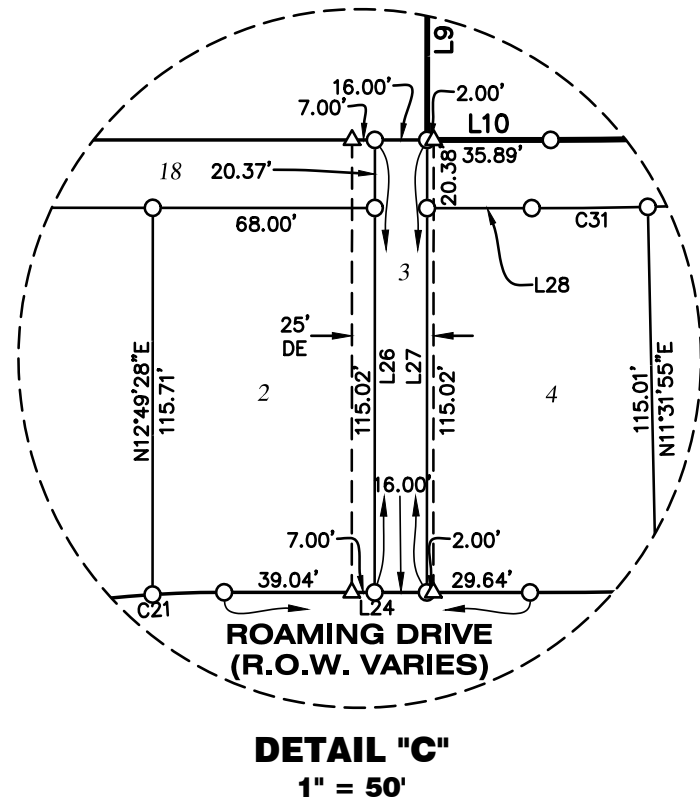
BLOCK "BB"



| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | S67°54'56"E | 25.00'  |
| L2         | N84°01'45"E | 75.35'  |
| L3         | N12°49'28"E | 6.00'   |
| L4         | S12°46'45"W | 3.50'   |
| L5         | S77°13'15"E | 50.00'  |
| L6         | N12°46'45"E | 3.22'   |
| L7         | S77°13'15"E | 36.05'  |
| L8         | S83°56'52"E | 34.15'  |
| L9         | S12°49'28"W | 60.00'  |
| L10        | S77°13'15"E | 37.89'  |
| L11        | S82°17'35"E | 13.00'  |
| L12        | S07°42'25"W | 50.00'  |
| L13        | N82°17'35"W | 5.00'   |
| L14        | S82°17'35"E | 5.00'   |
| L15        | S07°42'25"W | 50.00'  |
| L16        | N82°17'35"W | 13.00'  |
| L17        | S82°17'35"E | 50.00'  |
| L18        | S07°42'25"W | 50.00'  |
| L19        | S82°17'35"E | 58.00'  |
| L20        | S07°42'25"W | 7.79'   |
| L21        | N70°23'11"W | 43.07'  |
| L22        | N77°10'32"W | 46.70'  |
| L23        | S77°10'32"E | 77.33'  |
| L24        | N77°10'32"W | 93.68'  |
| L25        | N84°24'24"W | 38.37'  |
| L26        | N12°49'28"E | 135.39' |
| L27        | N12°49'28"E | 135.40' |
| L28        | S77°10'32"E | 32.09'  |
| L29        | S12°46'45"W | 108.13' |
| L30        | S12°46'45"W | 99.25'  |
| L31        | S35°54'29"W | 22.14'  |
| L32        | N35°54'29"E | 22.14'  |
| L33        | N12°46'45"E | 99.20'  |
| L34        | S77°10'32"E | 46.65'  |
| L35        | S70°23'11"E | 17.27'  |
| L36        | S12°49'28"W | 95.87'  |
| L37        | S35°54'33"W | 21.55'  |
| L38        | N35°54'33"E | 21.55'  |
| L39        | N12°49'28"E | 91.37'  |
| L40        | S77°10'32"E | 67.69'  |

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L41        | S12°49'28"W | 90.05'  |
| L42        | S35°54'33"W | 21.55'  |
| L43        | N35°54'33"E | 21.55'  |
| L44        | N12°49'28"E | 90.05'  |
| L45        | S12°49'28"W | 90.05'  |
| L46        | S35°54'33"W | 21.55'  |
| L47        | N35°54'33"E | 21.55'  |
| L48        | N12°49'28"E | 90.05'  |
| L49        | S12°49'28"W | 90.05'  |
| L50        | S35°54'33"W | 21.55'  |
| L51        | N35°54'33"E | 21.55'  |
| L52        | N12°49'28"E | 90.05'  |
| L53        | S12°49'28"W | 90.05'  |
| L54        | S35°54'33"W | 21.55'  |
| L55        | N35°54'33"E | 21.55'  |
| L56        | N12°49'28"E | 92.16'  |
| L57        | S84°24'24"E | 38.37'  |
| L58        | S77°10'32"E | 19.07'  |
| L59        | S12°49'28"W | 100.05' |
| L60        | S35°54'33"W | 21.55'  |
| L61        | N77°10'32"W | 5.06'   |
| L62        | S77°10'32"E | 4.62'   |
| L63        | N77°10'32"W | 10.94'  |
| L64        | S77°10'32"E | 5.52'   |
| L65        | N07°42'25"E | 110.00' |
| L66        | N07°42'25"E | 110.00' |
| L67        | N35°54'33"E | 21.55'  |
| L68        | S77°10'32"E | 19.42'  |
| L69        | S08°02'12"W | 17.80'  |
| L70        | S07°42'25"W | 14.17'  |
| L71        | N54°05'27"W | 16.34'  |
| L72        | N08°02'12"E | 17.33'  |
| L73        | S82°17'35"E | 104.88' |
| L74        | S07°42'25"W | 234.31' |
| L75        | N82°17'35"W | 123.97' |
| L76        | N60°32'39"W | 8.62'   |
| L77        | N07°42'25"E | 14.17'  |
| L78        | S60°32'39"E | 8.62'   |
| L79        | S82°17'35"E | 123.97' |
| L80        | N78°20'33"W | 31.04'  |

| CURVE TABLE |         |           |            |             |          |
|-------------|---------|-----------|------------|-------------|----------|
| CURVE #     | LENGTH  | RADIUS    | DELTA      | BEARING     | DISTANCE |
| C1          | 11.20'  | 10.00'    | 64°09'29"  | S19°18'00"E | 10.62'   |
| C2          | 11.90'  | 10.00'    | 68°10'22"  | N46°51'56"E | 11.21'   |
| C3          | 137.66' | 1,555.00' | 5°04'20"   | S79°45'25"E | 137.61'  |
| C4          | 15.71'  | 10.00'    | 90°00'00"  | S52°42'25"W | 14.14'   |
| C5          | 15.71'  | 10.00'    | 90°00'00"  | S37°17'35"E | 14.14'   |
| C6          | 15.71'  | 10.00'    | 90°00'00"  | S37°17'35"E | 14.14'   |
| C7          | 15.50'  | 20.00'    | 44°24'55"  | S29°54'53"W | 15.12'   |
| C8          | 95.95'  | 50.00'    | 109°56'50" | S02°51'05"E | 81.89'   |
| C9          | 15.72'  | 10.00'    | 90°02'43"  | S32°11'53"E | 14.15'   |
| C10         | 15.71'  | 10.00'    | 90°00'00"  | S57°49'28"W | 14.14'   |
| C11         | 39.69'  | 335.00'   | 6°47'20"   | N73°46'51"W | 39.67'   |
| C12         | 43.25'  | 365.00'   | 6°47'20"   | N73°46'51"W | 43.22'   |
| C13         | 15.70'  | 10.00'    | 89°57'17"  | N32°11'53"W | 14.14'   |
| C14         | 20.33'  | 335.00'   | 3°28'35"   | N75°26'14"W | 20.32'   |
| C15         | 19.36'  | 335.00'   | 3°18'41"   | N72°02'35"W | 19.36'   |
| C16         | 22.03'  | 365.00'   | 3°27'30"   | N72°06'56"W | 22.03'   |
| C17         | 21.22'  | 365.00'   | 3°19'50"   | N75°30'36"W | 21.22'   |
| C18         | 3.69'   | 10.00'    | 21°08'38"  | N23°21'04"E | 3.67'    |
| C19         | 8.21'   | 10.00'    | 47°01'44"  | N57°26'15"E | 7.98'    |
| C20         | 151.40' | 1,695.00' | 5°07'03"   | N79°44'03"W | 151.35'  |
| C21         | 44.17'  | 350.00'   | 7°13'53"   | N80°47'28"W | 44.14'   |
| C22         | 37.86'  | 300.00'   | 7°13'53"   | N80°47'28"W | 37.84'   |
| C23         | 15.71'  | 10.00'    | 90°00'00"  | N32°10'32"W | 14.14'   |
| C24         | 15.70'  | 10.00'    | 89°57'17"  | N57°48'07"E | 14.14'   |
| C25         | 44.00'  | 1,695.00' | 1°29'15"   | N81°32'58"W | 44.00'   |
| C26         | 68.83'  | 1,695.00' | 2°19'36"   | N79°38'33"W | 68.82'   |
| C27         | 38.57'  | 1,695.00' | 1°18'13"   | N77°49'38"W | 38.57'   |
| C28         | 21.97'  | 350.00'   | 3°35'50"   | N78°58'26"W | 21.97'   |
| C29         | 22.20'  | 350.00'   | 3°38'03"   | N82°35'23"W | 22.20'   |
| C30         | 140.68' | 1,575.00' | 5°07'03"   | S79°44'03"E | 140.63'  |
| C31         | 35.53'  | 1,575.00' | 1°17'34"   | S77°49'18"E | 35.53'   |
| C32         | 64.14'  | 1,575.00' | 2°19'59"   | S79°38'05"E | 64.13'   |
| C33         | 41.01'  | 1,575.00' | 1°29'31"   | S81°32'50"E | 41.01'   |
| C34         | 15.72'  | 10.00'    | 90°02'43"  | S57°48'07"W | 14.15'   |
| C35         | 15.50'  | 20.00'    | 44°24'55"  | N54°58'04"W | 15.12'   |
| C36         | 148.03' | 50.00'    | 169°37'59" | S62°25'24"W | 99.59'   |
| C37         | 15.50'  | 20.00'    | 44°24'55"  | S00°11'08"E | 15.12'   |
| C38         | 15.50'  | 20.00'    | 44°24'55"  | S44°13'47"W | 15.12'   |
| C39         | 143.94' | 50.00'    | 164°56'37" | S16°02'04"E | 99.14'   |
| C40         | 15.50'  | 20.00'    | 44°24'55"  | S76°17'55"E | 15.12'   |
| C41         | 196.89' | 400.00'   | 28°12'08"  | S68°11'31"E | 194.91'  |
| C42         | 35.74'  | 400.00'   | 5°07'08"   | S79°44'01"E | 35.72'   |
| C43         | 68.90'  | 400.00'   | 9°52'09"   | S72°14'23"E | 68.81'   |
| C44         | 68.08'  | 400.00'   | 9°45'07"   | S62°25'44"E | 68.00'   |
| C45         | 24.17'  | 400.00'   | 3°27'43"   | S55°49'19"E | 24.17'   |
| C47         | 71.57'  | 50.00'    | 82°00'48"  | S02°18'22"E | 65.61'   |
| C48         | 24.20'  | 50.00'    | 27°44'13"  | S52°34'08"W | 23.97'   |
| C49         | 45.90'  | 50.00'    | 52°35'52"  | S03°54'20"W | 44.31'   |
| C50         | 47.87'  | 50.00'    | 54°51'33"  | S57°38'03"W | 46.07'   |
| C51         | 54.26'  | 50.00'    | 62°10'34"  | N63°50'53"W | 51.64'   |
| C52         | 10.83'  | 20.00'    | 31°01'46"  | N48°16'29"W | 10.70'   |
| C53         | 4.67'   | 20.00'    | 13°23'09"  | N70°28'57"W | 4.66'    |
| C54         | 14.10'  | 10.00'    | 80°48'09"  | N62°25'24"E | 12.96'   |
| C55         | 15.70'  | 10.00'    | 89°57'17"  | S32°11'53"E | 14.14'   |
| C56         | 137.25' | 340.00'   | 23°07'44"  | S24°20'37"W | 136.32'  |
| C57         | 15.71'  | 10.00'    | 90°00'04"  | S80°54'31"W | 14.14'   |
| C58         | 13.28'  | 10.00'    | 76°06'47"  | N16°02'04"W | 12.33'   |
| C60         | 10.76'  | 340.00'   | 1°48'46"   | S13°41'08"W | 10.76'   |
| C61         | 126.49' | 340.00'   | 21°18'58"  | S25°15'00"W | 125.76'  |
| C62         | 157.43' | 390.00'   | 23°07'44"  | N24°20'37"E | 156.37'  |



## BROOKLANDS SECTION THREE

### City of Hutto, Williamson County, Texas

Received 11/6/18



PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

|              |            |
|--------------|------------|
| Date:        | 10/29/2018 |
| Project:     | 00569      |
| Scale:       | 1" = 100'  |
| Reviewer:    | PRB        |
| Tech:        | FM         |
| Field Crew:  | TF/SR      |
| Survey Date: | FEB. 2017  |
| Sheet:       | 2 OF 4     |

P:\00569\Draw\00569\_Plot\_Sec 3-rev.dwg



| CURVE TABLE |         |         |           |             |          |
|-------------|---------|---------|-----------|-------------|----------|
| CURVE #     | LENGTH  | RADIUS  | DELTA     | BEARING     | DISTANCE |
| C63         | 15.72'  | 10.00'  | 90°02'43" | N57°48'07"E | 14.15'   |
| C64         | 37.32'  | 315.00' | 6°47'20"  | S73°46'51"E | 37.30'   |
| C65         | 14.52'  | 10.00'  | 83°12'40" | S28°46'51"E | 13.28'   |
| C66         | 205.48' | 510.00' | 23°05'04" | S24°22'01"W | 204.09'  |
| C67         | 15.71'  | 10.00'  | 90°00'00" | S80°54'33"W | 14.14'   |
| C68         | 15.71'  | 10.00'  | 89°59'56" | N09°05'29"W | 14.14'   |
| C69         | 52.60'  | 390.00' | 7°43'38"  | N32°02'40"E | 52.56'   |
| C70         | 50.01'  | 390.00' | 7°20'52"  | N24°30'25"E | 49.98'   |
| C71         | 50.02'  | 390.00' | 7°20'57"  | N17°09'30"E | 49.99'   |
| C72         | 4.80'   | 390.00' | 0°42'17"  | N13°07'53"E | 4.80'    |
| C73         | 5.18'   | 510.00' | 0°34'54"  | S13°06'53"W | 5.18'    |
| C74         | 65.38'  | 510.00' | 7°20'44"  | S17°04'42"W | 65.34'   |
| C75         | 65.38'  | 510.00' | 7°20'44"  | S24°25'26"W | 65.34'   |
| C76         | 69.54'  | 510.00' | 7°48'45"  | S32°00'10"W | 69.49'   |
| C77         | 213.54' | 530.00' | 23°05'04" | N24°22'01"E | 212.10'  |
| C78         | 16.53'  | 10.00'  | 94°41'33" | N60°10'15"E | 14.71'   |
| C79         | 31.53'  | 385.00' | 4°41'33"  | S74°49'45"E | 31.52'   |
| C80         | 15.71'  | 10.00'  | 90°00'00" | S32°10'32"E | 14.14'   |
| C81         | 261.89' | 650.00' | 23°05'04" | S24°22'01"W | 260.12'  |
| C82         | 15.71'  | 10.00'  | 90°00'00" | S80°54'33"W | 14.14'   |
| C83         | 15.71'  | 10.00'  | 90°00'00" | N09°05'27"W | 14.14'   |
| C84         | 53.58'  | 530.00' | 5°47'34"  | N33°00'46"E | 53.56'   |
| C85         | 50.00'  | 530.00' | 5°24'19"  | N27°24'50"E | 49.98'   |
| C86         | 49.75'  | 530.00' | 5°22'43"  | N22°01'19"E | 49.74'   |
| C87         | 50.00'  | 530.00' | 5°24'19"  | N16°37'48"E | 49.98'   |
| C88         | 10.21'  | 530.00' | 1°06'12"  | N13°22'32"E | 10.21'   |
| C89         | 12.51'  | 650.00' | 1°06'10"  | S13°22'33"W | 12.51'   |
| C90         | 61.32'  | 650.00' | 5°24'19"  | S16°37'48"W | 61.30'   |
| C91         | 61.02'  | 650.00' | 5°22'43"  | S22°01'19"W | 61.00'   |
| C92         | 61.32'  | 650.00' | 5°24'19"  | S27°24'50"W | 61.30'   |
| C93         | 65.72'  | 650.00' | 5°47'34"  | S33°00'46"W | 65.69'   |
| C94         | 282.03' | 700.00' | 23°05'04" | N24°22'01"E | 280.13'  |
| C95         | 15.71'  | 10.00'  | 90°00'00" | N57°49'28"E | 14.14'   |
| C96         | 15.71'  | 10.00'  | 90°00'00" | S32°10'32"E | 14.14'   |
| C97         | 330.38' | 820.00' | 23°05'04" | S24°22'01"W | 328.15'  |
| C98         | 15.71'  | 10.00'  | 90°00'00" | S80°54'33"W | 14.14'   |
| C99         | 15.71'  | 10.00'  | 90°00'00" | N09°05'27"W | 14.14'   |
| C100        | 52.08'  | 700.00' | 4°15'45"  | N33°46'40"E | 52.06'   |
| C101        | 54.00'  | 700.00' | 4°25'12"  | N29°26'12"E | 53.99'   |
| C102        | 54.00'  | 700.00' | 4°25'12"  | N25°01'00"E | 53.99'   |
| C103        | 54.00'  | 700.00' | 4°25'12"  | N20°35'48"E | 53.99'   |
| C104        | 54.00'  | 700.00' | 4°25'12"  | N16°10'36"E | 53.99'   |
| C105        | 13.95'  | 700.00' | 1°08'32"  | N13°23'44"E | 13.95'   |
| C106        | 16.34'  | 820.00' | 1°08'31"  | S13°23'45"W | 16.34'   |
| C107        | 63.26'  | 820.00' | 4°25'12"  | S16°10'36"W | 63.24'   |
| C108        | 63.26'  | 820.00' | 4°25'12"  | S20°35'48"W | 63.24'   |
| C109        | 63.26'  | 820.00' | 4°25'12"  | S25°01'00"W | 63.24'   |
| C110        | 63.26'  | 820.00' | 4°25'12"  | S29°26'12"W | 63.24'   |
| C111        | 61.00'  | 820.00' | 4°15'45"  | S33°46'40"W | 60.99'   |
| C112        | 338.44' | 840.00' | 23°05'04" | N24°22'01"E | 336.15'  |
| C113        | 15.71'  | 10.00'  | 90°00'00" | N57°49'28"E | 14.14'   |
| C114        | 15.71'  | 10.00'  | 90°00'00" | S32°10'32"E | 14.14'   |
| C115        | 386.79' | 960.00' | 23°05'04" | S24°22'01"W | 384.17'  |
| C116        | 15.71'  | 10.00'  | 90°00'00" | S80°54'33"W | 14.14'   |
| C117        | 15.71'  | 10.00'  | 90°00'00" | N09°05'27"W | 14.14'   |
| C118        | 28.45'  | 840.00' | 1°56'25"  | N34°56'20"E | 28.45'   |
| C119        | 50.00'  | 840.00' | 3°24'38"  | N32°15'49"E | 49.99'   |
| C120        | 50.00'  | 840.00' | 3°24'38"  | N28°51'11"E | 49.99'   |
| C121        | 50.00'  | 840.00' | 3°24'38"  | N25°26'33"E | 49.99'   |
| C122        | 50.00'  | 840.00' | 3°24'38"  | N22°01'56"E | 49.99'   |

| CURVE TABLE |         |           |           |             |          |
|-------------|---------|-----------|-----------|-------------|----------|
| CURVE #     | LENGTH  | RADIUS    | DELTA     | BEARING     | DISTANCE |
| C123        | 50.00'  | 840.00'   | 3°24'38"  | N18°37'18"E | 49.99'   |
| C124        | 50.00'  | 840.00'   | 3°24'38"  | N15°12'40"E | 49.99'   |
| C125        | 9.99'   | 840.00'   | 0°40'53"  | N13°09'55"E | 9.99'    |
| C126        | 11.43'  | 960.00'   | 0°40'55"  | S13°09'54"W | 11.43'   |
| C127        | 57.14'  | 960.00'   | 3°24'38"  | S15°12'40"W | 57.13'   |
| C128        | 57.14'  | 960.00'   | 3°24'38"  | S18°37'18"W | 57.13'   |
| C129        | 57.14'  | 960.00'   | 3°24'38"  | S22°01'56"W | 57.13'   |
| C130        | 57.14'  | 960.00'   | 3°24'38"  | S25°26'33"W | 57.13'   |
| C131        | 57.14'  | 960.00'   | 3°24'38"  | S28°51'11"W | 57.13'   |
| C132        | 57.14'  | 960.00'   | 3°24'38"  | S32°15'49"W | 57.13'   |
| C133        | 32.52'  | 960.00'   | 1°56'28"  | S34°56'21"W | 32.52'   |
| C134        | 406.93' | 1,010.00' | 23°05'04" | N24°22'01"E | 404.18'  |
| C135        | 15.71'  | 10.00'    | 90°00'00" | N57°49'28"E | 14.14'   |
| C136        | 15.71'  | 10.00'    | 90°00'00" | S32°10'32"E | 14.14'   |
| C137        | 455.28' | 1,130.00' | 23°05'04" | S24°22'01"W | 452.21'  |
| C138        | 15.71'  | 10.00'    | 90°00'00" | S80°54'33"W | 14.14'   |
| C139        | 15.71'  | 10.00'    | 90°00'00" | N09°05'27"W | 14.14'   |
| C140        | 36.98'  | 1,010.00' | 2°05'51"  | N34°51'37"E | 36.97'   |
| C141        | 60.00'  | 1,010.00' | 3°24'13"  | N32°06'35"E | 59.99'   |
| C142        | 50.00'  | 1,010.00' | 2°50'11"  | N28°59'22"E | 49.99'   |
| C143        | 50.00'  | 1,010.00' | 2°50'11"  | N26°09'11"E | 49.99'   |
| C144        | 50.00'  | 1,010.00' | 2°50'11"  | N23°19'00"E | 49.99'   |
| C145        | 50.00'  | 1,010.00' | 2°50'11"  | N20°28'49"E | 49.99'   |
| C146        | 50.00'  | 1,010.00' | 2°50'11"  | N17°38'38"E | 49.99'   |
| C147        | 50.00'  | 1,010.00' | 2°50'11"  | N14°48'27"E | 49.99'   |
| C148        | 9.95'   | 1,010.00' | 0°33'53"  | N13°06'25"E | 9.95'    |
| C149        | 11.14'  | 1,130.00' | 0°33'53"  | S13°06'25"W | 11.14'   |
| C150        | 55.94'  | 1,130.00' | 2°50'11"  | S14°48'27"W | 55.93'   |
| C151        | 55.94'  | 1,130.00' | 2°50'11"  | S17°38'38"W | 55.93'   |
| C152        | 55.94'  | 1,130.00' | 2°50'11"  | S20°28'49"W | 55.93'   |
| C153        | 55.94'  | 1,130.00' | 2°50'11"  | S23°19'00"W | 55.93'   |
| C154        | 55.94'  | 1,130.00' | 2°50'11"  | S26°09'11"W | 55.93'   |
| C155        | 55.94'  | 1,130.00' | 2°50'11"  | S28°59'22"W | 55.93'   |
| C156        | 67.13'  | 1,130.00' | 3°24'13"  | S32°06'35"W | 67.12'   |
| C157        | 41.37'  | 1,130.00' | 2°05'51"  | S34°51'37"W | 41.37'   |
| C158        | 463.34' | 1,150.00' | 23°05'04" | N24°22'01"E | 460.21'  |
| C159        | 14.62'  | 10.00'    | 83°47'17" | N54°43'07"E | 13.36'   |
| C160        | 6.23'   | 350.00'   | 1°01'10"  | S83°53'49"E | 6.23'    |
| C161        | 37.86'  | 300.00'   | 7°13'53"  | S80°47'28"E | 37.84'   |
| C162        | 15.71'  | 10.00'    | 90°00'00" | S32°10'32"E | 14.14'   |
| C163        | 511.68' | 1,270.00' | 23°05'04" | S24°22'01"W | 508.23'  |
| C164        | 15.71'  | 10.00'    | 90°00'00" | S80°54'33"W | 14.14'   |
| C165        | 15.71'  | 10.00'    | 90°00'00" | N09°05'27"W | 14.14'   |
| C166        | 53.38'  | 1,150.00' | 2°39'35"  | N34°34'45"E | 53.38'   |
| C167        | 50.00'  | 1,150.00' | 2°29'28"  | N32°00'14"E | 50.00'   |
| C168        | 50.00'  | 1,150.00' | 2°29'28"  | N29°30'46"E | 50.00'   |
| C169        | 50.00'  | 1,150.00' | 2°29'28"  | N27°01'18"E | 50.00'   |
| C170        | 50.00'  | 1,150.00' | 2°29'28"  | N24°31'50"E | 50.00'   |
| C171        | 50.00'  | 1,150.00' | 2°29'28"  | N22°02'22"E | 50.00'   |
| C172        | 50.00'  | 1,150.00' | 2°29'28"  | N19°32'54"E | 50.00'   |
| C173        | 50.00'  | 1,150.00' | 2°29'28"  | N17°03'26"E | 50.00'   |
| C174        | 50.00'  | 1,150.00' | 2°29'28"  | N14°33'58"E | 50.00'   |
| C175        | 9.96'   | 1,150.00' | 0°29'47"  | N13°04'20"E | 9.96'    |
| C176        | 10.98'  | 1,270.00' | 0°29'44"  | S13°04'22"W | 10.98'   |
| C177        | 55.22'  | 1,270.00' | 2°29'28"  | S14°33'58"W | 55.21'   |
| C178        | 55.22'  | 1,270.00' | 2°29'28"  | S17°03'26"W | 55.21'   |
| C179        | 55.22'  | 1,270.00' | 2°29'28"  | S19°32'54"W | 55.21'   |
| C180        | 55.22'  | 1,270.00' | 2°29'28"  | S22°02'22"W | 55.21'   |
| C181        | 55.22'  | 1,270.00' | 2°29'28"  | S24°31'50"W | 55.21'   |
| C182        | 55.22'  | 1,270.00' | 2°29'28"  | S27°01'18"W | 55.21'   |

| CURVE TABLE |         |           |           |             |          |
|-------------|---------|-----------|-----------|-------------|----------|
| CURVE #     | LENGTH  | RADIUS    | DELTA     | BEARING     | DISTANCE |
| C183        | 55.22'  | 1,270.00' | 2°29'28"  | S29°30'46"W | 55.21'   |
| C184        | 55.22'  | 1,270.00' | 2°29'28"  | S32°00'14"W | 55.21'   |
| C185        | 58.94'  | 1,270.00' | 2°39'33"  | S34°34'45"W | 58.94'   |
| C186        | 165.69' | 1,855.00' | 5°07'03"  | N79°44'03"W | 165.63'  |
| C187        | 15.71'  | 10.00'    | 90°00'00" | N32°10'32"W | 14.14'   |
| C188        | 15.71'  | 10.00'    | 90°00'00" | N57°49'28"E | 14.14'   |
| C189        | 155.86' | 1,745.00' | 5°07'03"  | S79°44'03"E | 155.81'  |
| C190        | 48.34'  | 1,855.00' | 1°29'35"  | N81°32'47"W | 48.34'   |
| C191        | 53.15'  | 1,855.00' | 1°38'30"  | N79°58'45"W | 53.15'   |
| C192        | 64.20'  | 1,855.00' | 1°58'58"  | N78°10'01"W | 64.19'   |
| C193        | 60.67'  | 1,745.00' | 1°59'32"  | N78°10'16"W | 60.67'   |
| C194        | 49.85'  | 1,745.00' | 1°38'13"  | N79°59'09"W | 49.85'   |
| C195        | 45.34'  | 1,745.00' | 1°29'20"  | N81°32'55"W | 45.34'   |
| C196        | 177.30' | 1,985.00' | 5°07'04"  | N79°44'33"W | 177.24'  |
| C197        | 16.65'  | 10.00'    | 95°23'28" | N29°28'48"W | 14.79'   |
| C198        | 89.53'  | 1,320.00' | 3°53'10"  | N16°16'22"E | 89.51'   |
| C199        | 15.45'  | 10.00'    | 88°29'42" | N58°34'38"E | 13.96'   |
| C200        | 167.47' | 1,875.00' | 5°07'03"  | S79°44'04"E | 167.41'  |
| C201        | 48.15'  | 1,985.00' | 1°23'24"  | N81°36'23"W | 48.15'   |
| C202        | 52.94'  | 1,985.00' | 1°31'41"  | N80°08'50"W | 52.94'   |
| C203        | 76.21'  | 1,985.00' | 2°11'59"  | N78°17'00"W | 76.20'   |
| C204        | 71.98'  | 1,875.00' | 2°11'58"  | S78°16'31"E | 71.98'   |
| C205        | 50.01'  | 1,875.00' | 1°31'41"  | S80°08'21"E | 50.00'   |
| C206        | 45.48'  | 1,875.00' | 1°23'24"  | S81°35'53"E | 45.48'   |
| C207        | 337.66' | 1,320.00' | 14°39'23" | N28°34'51"E | 336.74'  |
| C208        | 14.24'  | 10.00'    | 81°34'19" | N62°02'19"E | 13.06'   |
| C209        | 128.66' | 2,035.00' | 3°37'21"  | S78°59'12"E | 128.64'  |
| C210        | 15.50'  | 10.00'    | 88°50'04" | S36°22'50"E | 14.00'   |
| C211        | 51.52'  | 200.00'   | 14°45'35" | S15°25'03"W | 51.38'   |
| C212        | 257.20' | 1,496.00' | 9°51'02"  | S27°43'22"W | 256.88'  |
| C213        | 52.24'  | 120.00'   | 24°56'27" | S20°10'39"W | 51.82'   |
| C214        | 15.76'  | 10.00'    | 90°17'16" | S52°51'03"W | 14.18'   |
| C215        | 170.52' | 350.00'   | 27°54'52" | N68°02'53"W | 168.84'  |
| C216        | 15.71'  | 10.00'    | 90°00'00" | N09°05'27"W | 14.14'   |
| C217        | 50.00'  | 1,320.00' | 2°10'13"  | N34°49'26"E | 50.00'   |
| C218        | 50.00'  | 1,320.00' | 2°10'13"  | N32°39'13"E | 50.00'   |
| C219        | 50.00'  | 1,320.00' | 2°10'13"  | N30°29'00"E | 50.00'   |
| C220        | 50.00'  | 1,320.00' | 2°10'13"  | N28°18'47"E | 50.00'   |
| C221        | 50.00'  | 1,320.00' | 2°10'13"  | N26°08'34"E | 50.00'   |
| C222        | 50.00'  | 1,320.00' | 2°10'13"  | N23°58'21"E | 50.00'   |
| C223        | 37.66'  | 1,320.00' | 1°38'05"  | N22°04'12"E | 37.66'   |
| C224        | 2.34'   | 1,496.00' | 0°05'22"  | S22°50'33"W | 2.34'    |
| C225        | 56.67'  | 1,496.00' | 2°10'13"  | S23°58'21"W | 56.66'   |
| C226        | 56.67'  | 1,496.00' | 2°10'13"  | S26°08'34"W | 56.66'   |
| C227        | 56.67'  | 1,496.00' | 2°10'13"  | S28°18'47"W | 56.66'   |
| C228        | 56.67'  | 1,496.00' | 2°10'13"  | S30°29'00"W | 56.66'   |
| C229        | 28.18'  | 1,496.00' | 1°04'46"  | S32°06'30"W | 28.18'   |
| C230        | 28.83'  | 120.00'   | 13°45'54" | S25°45'55"W | 28.76'   |
| C231        | 23.41'  | 120.00'   | 11°10'34" | S13°17'42"W | 23.37'   |
| C232        | 156.31' | 1,516.00' | 5°54'27"  | N25°45'04"E | 156.24'  |
| C233        | 56.68'  | 220.00'   | 14°45'39" | N15°25'01"E | 56.52'   |
| C234        | 15.65'  | 10.00'    | 89°40'13" | N52°52'18"E | 14.10'   |
| C235        | 15.71'  | 10.00'    | 90°00'00" | S37°17'35"E | 14.14'   |
| C236        | 15.71'  | 10.00'    | 90°00'00" | S52°42'25"W | 14.14'   |
| C237        | 34.16'  | 90.00'    | 21°44'57" | N71°25'06"W | 33.96'   |
| C238        | 15.58'  | 10.00'    | 89°14'57" | N15°55'10"W | 14.05'   |
| C239        | 29.90'  | 1,516.00' | 1°07'48"  | N28°08'24"E | 29.90'   |
| C240        | 52.74'  | 1,516.00' | 1°59'36"  | N26°34'42"E | 52.74'   |
| C241        | 52.17'  | 1,516.00' | 1°58'18"  | N24°35'46"E | 52.16'   |
| C242        | 21.50'  | 1,516.00' | 0°46'45"  | N32°12'14"E | 21.50'   |



STATE OF TEXAS {  
COUNTY OF \_\_\_\_\_ {

KNOW ALL MEN BY THESE PRESENTS

THAT MARIANNE PLANCKE, MANAGER OF INTERMANDECO GP, LLC, GENERAL PARTNER OF BROOKLANDS PARTNERS, LTD, BEING THE OWNER OF 88.40 ACRES OF LAND OUT OF THE WILLIAM GATLIN SURVEY NO. 23, ABSTRACT NO. 271, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 52.7 ACRE AND A CALLED 35.7 ACRE TRACT, BOTH CONVEYED TO BROOKLANDS PARTNERS, LTD., IN DOCUMENT NOS. 2017023768 AND 2017023803 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT LAND, AND DO HEREBY SUBDIVIDE 38.6976 ACRES OUT OF THE SAID 88.40 AS SHOWN HEREON, TO BE KNOWN AS

"BROOKLANDS SECTION THREE"

AND DO CONSENT TO ALL PLAT REQUIREMENTS SHOWN HEREON, AND HEREBY DEDICATE TO THE PUBLIC THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
BROOKLANDS PARTNERS, LTD  
BY: INTERMANDECO GP, LLC, ITS GENERAL PARTNER  
BY: MARIANNE PLANCKE, MANAGER  
P.O. BOX 670649  
DALLAS, TEXAS 75367

STATE OF TEXAS {  
COUNTY OF \_\_\_\_\_ {

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY, MARIANNE PLANCKE, MANAGER OF INTERMANDECO GP, LLC, GENERAL PARTNER OF BROOKLANDS PARTNERS, LTD., WITNESS MY

HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, THE STATE OF TEXAS

\_\_\_\_\_  
PRINTED NAME MY COMMISSION EXPIRES

STATE OF TEXAS {  
COUNTY OF WILLIAMSON {

I, STEVEN M. DUARTE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF HUTTO, TEXAS SUBDIVISION ORDINANCE, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. LOT CORNERS WILL BE SET AFTER THE PLAT IS RECORDED AND SITE GRADING IS COMPLETE.

PRELIMINARY FOR REVIEW ONLY  
THIS DOCUMENT SHALL NOT BE RECORDED  
FOR ANY PURPOSE10/29/2018

STEVEN M. DUARTE R.P.L.S. NO. 5940  
4WARD LAND SURVEYING  
2201 WOODWARD STREET, SUITE 2201  
AUSTIN, TEXAS 78744  
512-537-2384

STATE OF TEXAS {  
COUNTY OF WILLIAMSON {

THAT I NICHOLAS LESCHKE, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION IS LOCATED WITHIN ZONE 'X', AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO.48491C 0520E, WILLIAMSON COUNTY, TEXAS DATED SEPTEMBER 26, 2008.

I NICHOLAS LESCHKE, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

NICHOLAS LESCHKE, P.E. DATE  
REGISTERED PROFESSIONAL ENGINEER NO. 130255  
9500 AMBERGLEN BLVD., BLDG. F, SUITE 125  
AUSTIN, TEXAS 78728-1102

STREET NAMES APPROVED

WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.

2. BUILDING SETBACK LINES SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN ARTICLE 6, TABLE 14 OF THE SMARTCODE.

3. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.

4. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET SIDE PROPERTY LINES.

5. A ONE (1) FOOT SIDEWALK EASEMENT IS HEREBY DEDICATED ON EACH SIDE OF ALL FRONT LOT LINES AND SIDE STREET YARD LOT LINES.

6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

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 UDC SEC. 10.505.9.

9. SIDEWALKS AND STREET TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION IN ACCORDANCE WITH THE APPROVED SMARTCODE REGULATING PLAN (0-16-10-20-6A).

10. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

11. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

12. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:  
WATER: CITY OF HUTTO  
WASTEWATER: CITY OF HUTTO  
ELECTRIC: ONCOR  
GAS (NATURAL OR PROPANE): ATMOS ENERGY/TEXAS COMMUNITY PROPANE  
PHONE/CABLE: TIME WARNER CABLE/CENTURY LINK

13. THERE ARE NO AREAS OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER NO.48491C 0520E, DATED SEPTEMBER 26, 2008.

14. THE FOLLOWING LOTS ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE BROOKLANDS ASSOCIATION OF HOMEOWNERS INC.:  
  
LOTS 1A, 14A, 27, & 38, BLOCK NN  
LOT 9, BLOCK JJ  
LOTS 1, 3, 17, & 18, BLOCK KK

15. SHARED USE PATH LOTS SHALL BE DEVELOPED IN ACCORDANCE WITH THE APPROVED SMARTCODE REGULATING PLAN (0-16-10-20-6A)

16. THIS SUBDIVISION WILL BE ZONED: SMARTCODE

17. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE-FAMILY USE, UNLESS OTHERWISE SPECIFIED.

18. ALL STREET TREES NOT FRONTING OR SIDING A RESIDENTIAL OR COMMERCIAL LOT WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

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

DOUG GAUL, MAYOR DATE LISA L. BROWN, CITY SECRETARY DATE

STATE OF TEXAS {  
COUNTY OF WILLIAMSON {

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF WILLIAMSON 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., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. \_\_\_\_\_

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

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

\_\_\_\_\_  
DATE

ACREAGE: 38.6976

PATENT SURVEY: WILLIAM GATLIN SURVEY 23, ABSTRACT 271

NUMBER OF BLOCKS: 10

NUMBER OF LOTS: 160

SINGLE FAMILY/RESIDENTIAL LOTS: 156

SINGLE FAMILY/RESIDENTIAL LOTS (TOTAL ACREAGE): 26.9143

ACCESS EASEMENT LOT: 1

OPEN SPACE/LANDSCAPE LOTS: 2

POCKET PARK LOTS: 1

LINEAR FEET OF NEW STREET: 11,022.55'

OWNER:  
BROOKLANDS PARTNERS, LTD.  
P.O. BOX 670649  
DALLAS, TEXAS 75367

ENGINEER:  
HALFF ASSOCIATES, INC.  
9500 AMBERGLEN BLVD,  
BLDG. F, SUITE 125  
AUSTIN, TEXAS 78729-1102

SURVEYOR:  
4WARD LAND SURVEYING  
2201 WOODWARD STREET  
AUSTIN, TEXAS 78745

BEARING BASIS:  
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000111448862.

SURVEY CONTROL:  
STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS (NAVD88) SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS (PROCESSED BY O.P.U.S.), ON DATE FEBRUARY 16, 2017, 4WARD CONTROL POINT WAS CHECKED TO LCRA MON 4845, HAVING A PUBLISHED GRID COORDINATE & NAVD 88, ELEVATION OF N 10,161,482.63, E 3,179,254.828, ELEV. 598.3088'.

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 38.6976 ACRES (1,685,669 SQUARE FEET) OUT OF THE WILLIAM GATLIN SURVEY NO. 23, ABSTRACT NO. 271 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 52.7 ACRE AND A CALLED 35.7 ACRE TRACT, BOTH CONVEYED TO BROOKLANDS PARTNERS, LTD., IN DOCUMENT NOS. 2017023768 AND 2017023803 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING A PORTION OF A CALLED 63.5 ACRE TRACT CONVEYED TO BROOKLANDS PARTNERS, LTD IN DOCUMENT NO. 2017023816 OF THE (O.P.R.W.C.T.), SAID 38.6976 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CALCULATED POINT (FROM WHICH A 1/2-INCH IRON ROD WITH "LENZ & ASSOCIATES" CAP FOUND BEARS S54°06'11"E, A DISTANCE OF 0.43 FEET) FOR THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 137 (80' RIGHT-OF-WAY, PARTIALLY DEDICATED IN DOCUMENT NOS. 2003059925 AND 2004034196 (O.P.R.W.C.T.)), BEING THE SOUTHWEST CORNER OF SAID BROOKLANDS PARTNERS 52.7 ACRE TRACT, AND BEING THE NORTHWEST CORNER OF A CALLED 17.26 ACRE TRACT (TRACT 2) AND THE MOST WESTERLY NORTHWEST CORNER OF A CALLED 48.64 ACRE TRACT (TRACT 1) BOTH CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2018007709 OF THE (O.P.R.W.C.T.);

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 137 AND THE WEST LINE OF SAID BROOKLANDS 52.7 ACRE TRACT, N22°05'04"E, A DISTANCE OF 435.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR THE NORTHWEST CORNER HEREOF, FROM WHICH A CALCULATED POINT (FROM WHICH A DISTURBED 1/2-INCH IRON ROD FOUND BEARS, S41°16'09"W, A DISTANCE OF 0.63 FEET) FOR A POINT OF CURVATURE IN THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 137 AND BEING IN THE WEST LINE OF SAID BROOKLANDS PARTNERS 52.7 ACRE TRACT BEARS, N22°05'04"E, A DISTANCE OF 159.97 FEET;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 137, OVER AND ACROSS SAID BROOKLANDS 52.7 ACRE TRACT, SAID BROOKLANDS 35.7 ACRE TRACT AND SAID BROOKLANDS 63.5 ACRE TRACT THE FOLLOWING THIRTY-EIGHT (38) COURSES AND DISTANCES:

1)S67°54'56"E, A DISTANCE OF 25.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

2)N84°01'45"E, A DISTANCE OF 75.35 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

3)N12°49'28"E, A DISTANCE OF 6.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

4)S77°13'15"E, A DISTANCE OF 307.39 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF;

5)ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 11.20 FEET AND WHOSE CHORD BEARS S1918°00"E, A DISTANCE OF 10.62 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;

6)S12°46'45"W, A DISTANCE OF 3.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

7)S77°13'15"E, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

8)N12°46'45"E, A DISTANCE OF 3.22 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF;

9)ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 11.90 FEET AND WHOSE CHORD BEARS N46°51'56"E, A DISTANCE OF 11.21 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

10)S77°13'15"E, A DISTANCE OF 36.05 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

11)S83°56'52"E, A DISTANCE OF 34.15 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

12)S77°13'15"E, A DISTANCE OF 324.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

13)N12°49'28"E, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

14)S77°13'15"E, A DISTANCE OF 512.55 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

15)S12°49'28"W, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

16)S77°13'15"E, A DISTANCE OF 37.89 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF;

17)ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 1555.00 FEET, WHOSE ARC LENGTH IS 137.66 FEET AND WHOSE CHORD BEARS S79°45'25"E, A DISTANCE OF 137.61 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;

18)S82°17'35"E, A DISTANCE OF 291.94 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR THE NORTHEAST CORNER HEREOF;

19)S07°42'25"W, A DISTANCE OF 135.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

20)S82°17'35"E, A DISTANCE OF 13.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

21)S07°42'25"W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

22)N82°17'35"W, A DISTANCE OF 5.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

23)S07°42'25"W, A DISTANCE OF 245.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

24)S82°17'35"E, A DISTANCE OF 5.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

25)S07°42'25"W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

26)N82°17'35"W, A DISTANCE OF 13.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF;

27)ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.71 FEET AND WHOSE CHORD BEARS S52°42'25"W, A DISTANCE OF 14.14 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;

28)S07°42'25"W, A DISTANCE OF 374.22 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF;

29)ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.71 FEET AND WHOSE CHORD BEARS S37°17'35"E, A DISTANCE OF 14.14 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;

30)S82°17'35"E, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

31)S07°42'25"W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

32)S82°17'35"E, A DISTANCE OF 58.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF;

33)ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.71 FEET AND WHOSE CHORD BEARS S37°17'35"E, A DISTANCE OF 14.14 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;

34)S07°42'25"W, A DISTANCE OF 7.79 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF CURVATURE HEREOF;

35)ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 15.50 FEET AND WHOSE CHORD BEARS S29°54'53"W, A DISTANCE OF 15.12 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF;

36)ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 95.95 FEET AND WHOSE CHORD BEARS S02°51'05"E, A DISTANCE OF 81.89 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;

37)S07°42'25"W, A DISTANCE OF 114.49 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR THE SOUTHEAST CORNER HEREOF;

38)N82°00'00"W, A DISTANCE OF 140.85 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, BEING IN THE WEST LINE OF SAID BROOKLANDS 63.5 ACRE TRACT AND THE EAST LINE OF SAID CITY OF HUTTO 48.64 ACRE TRACT, FROM WHICH A 1/2-INCH IRON PIPE BEARS S07°27'43"W, A DISTANCE OF 230.68 FEET;

THENCE, WITH THE WEST LINE OF SAID BROOKLANDS 63.5 ACRE TRACT AND THE EAST LINE OF SAID CITY OF HUTTO 48.64 ACRE TRACT, N07°27'43"E, A DISTANCE OF 98.67 FEET TO AN IRON ROD WITH "LENZ & ASSOCIATES" CAP FOUND FOR THE NORTHEAST CORNER OF SAID CITY OF HUTTO 48.64 ACRE TRACT BEING THE SOUTHEAST CORNER OF SAID BROOKLANDS 52.7 ACRE TRACT;

THENCE, WITH THE NORTH LINE OF SAID CITY OF HUTTO 48.64 ACRE TRACT AND THE SOUTH LINE OF SAID BROOKLANDS 52.7 ACRE TRACT N81°19'30"W, A DISTANCE OF 587.66 FEET TO A CALCULATED POINT (FROM WHICH A 1/2-INCH IRON ROD WITH "LENZ & ASSOCIATES" CAP FOUND BEARS, N07°48'56"E, A DISTANCE OF 0.48 FEET) FOR THE MOST EASTERLY NORTHWEST CORNER OF SAID CITY OF HUTTO 48.64 ACRE TRACT, BEING THE NORTHEAST CORNER OF SAID CITY OF HUTTO 17.26 ACRE TRACT;

THENCE, WITH THE NORTH LINE OF SAID CITY OF HUTTO 17.26 ACRE TRACT AND THE SOUTH LINE OF SAID BROOKLANDS 52.7 ACRE TRACT N54°05'13"W, A DISTANCE OF 1,524.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.6976 ACRES (1,685,669 SQUARE FEET) OF LAND, MORE OR LESS.

STREET TABLE

| STREET NAME            | DESIGN SPEED | LENGTH OF STREET |
|------------------------|--------------|------------------|
| BROOKLANDS BOULEVARD   | 35           | 512.55'          |
| ROAMING DRIVE          | 30           | 1,938.88'        |
| PULITZER DRIVE         | 30           | 1,964.77'        |
| PINKERTON DRIVE        | 30           | 481.86'          |
| ENGLENOOK DRIVE        | 30           | 453.56'          |
| OLDBRIDGE DRIVE        | 30           | 778.60'          |
| WHISPER RILL DRIVE     | 30           | 713.36'          |
| DOC JOHNS DRIVE        | 30           | 539.03'          |
| HACKBERRY BRANCH DRIVE | 30           | 444.22'          |
| ALLEYS (COMBINED)      | 15           | 3,195.72'        |

BENCHMARK NOTE:  
TBM #1- SQUARE CUT ON TOP OF CONCRETE CURB ON THE EAST SIDE OF SWINDOLL LANE, BEING ±21' FROM THE APPROXIMATE CENTER SWINDOLL LANE, ALSO BEING ±118' FROM THE TERMINUS OF SWINDOLL LANE AND ±23' SOUTH OF THE SOUTH END OF A CONCRETE HEADWALL.  
ELEVATION = 611.39'.

Received 11/6/18



CITY OF  
**Hutto**  
www.hutto.tx.gov

BROOKLANDS SECTION THREE

City of Hutto,  
Williamson County, Texas



**4WARD**  
Land Surveying  
A Limited Liability Company

PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

Date: 10/29/2018  
Project: 00569  
Scale: 1" = 100'  
Reviewer: PRB  
Tech: FM  
Field Crew: TF/SR  
Survey Date: FEB. 2017  
Sheet: 4 OF 4

P:\00569\Draw\00569\_Plat\_Sec\_3-rev.dwg

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## Intermandeco

P.O. Box 670649  
Dallas, TX 75367-0649

972-964-9050

Fax 972-964-0131

October 18, 2019

Ashby Grundman, Director of Planning  
City of Hutto  
500 W. Live Oak Street  
Hutto, TX 78634

RE: Brooklands Section 3 – Final Plat Extension Request

Dear Mr. Grundman

The final plat for Brooklands Section 3 is set to reach it's one (1) year expiration date on 12/6/19.

Delays in commencement of construction have pushed the completion/acceptance of infrastructure and final plat recording beyond the allotted one-year time frame. Construction on the project is now well underway and we fully expect construction of infrastructure to be completed well within the requested extension period.

Per Section 10.204.2 of the City of Hutto UDC, we are requesting a one (1) year extension to the Brooklands Section 3 final plat to allow time for our construction to be completed. We appreciate your consideration.

Sincerely,

**Brett Corwin**  
Project Manager  
Brooklands Partners, Ltd.



Regular City Council  
**AGENDA ITEM**  
**8.B.**



**To:** City Council  
**Subject:** Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of Cottonwood Creek, 46.68 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on CR 199. (Ashley Lumpkin)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

**BACKGROUND INFORMATION:**

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on October 17, 2019.

Upon completion of the second reading of the annexation ordinance the annexation process is complete.

All properties, upon annexation, and zoned in conformance with the Future Land Use Map. This tract will be zoned SF-1 - Single Household Medium Density in conformance with the Residential land use designation. If the property was not annexed and remained in the ETJ, the property could develop without development review from the City of Hutto, thus annexing and zoning property allows the City of Hutto to guide development and execute its adopted long-range plans.

Specifically, SF-1 District is defined as:

single household residential development of a medium density suburban or village character, with support facilities and services that are compatible with single household residences. Density must range from four to eight dwelling units per acre net density, depending on the context of the development.

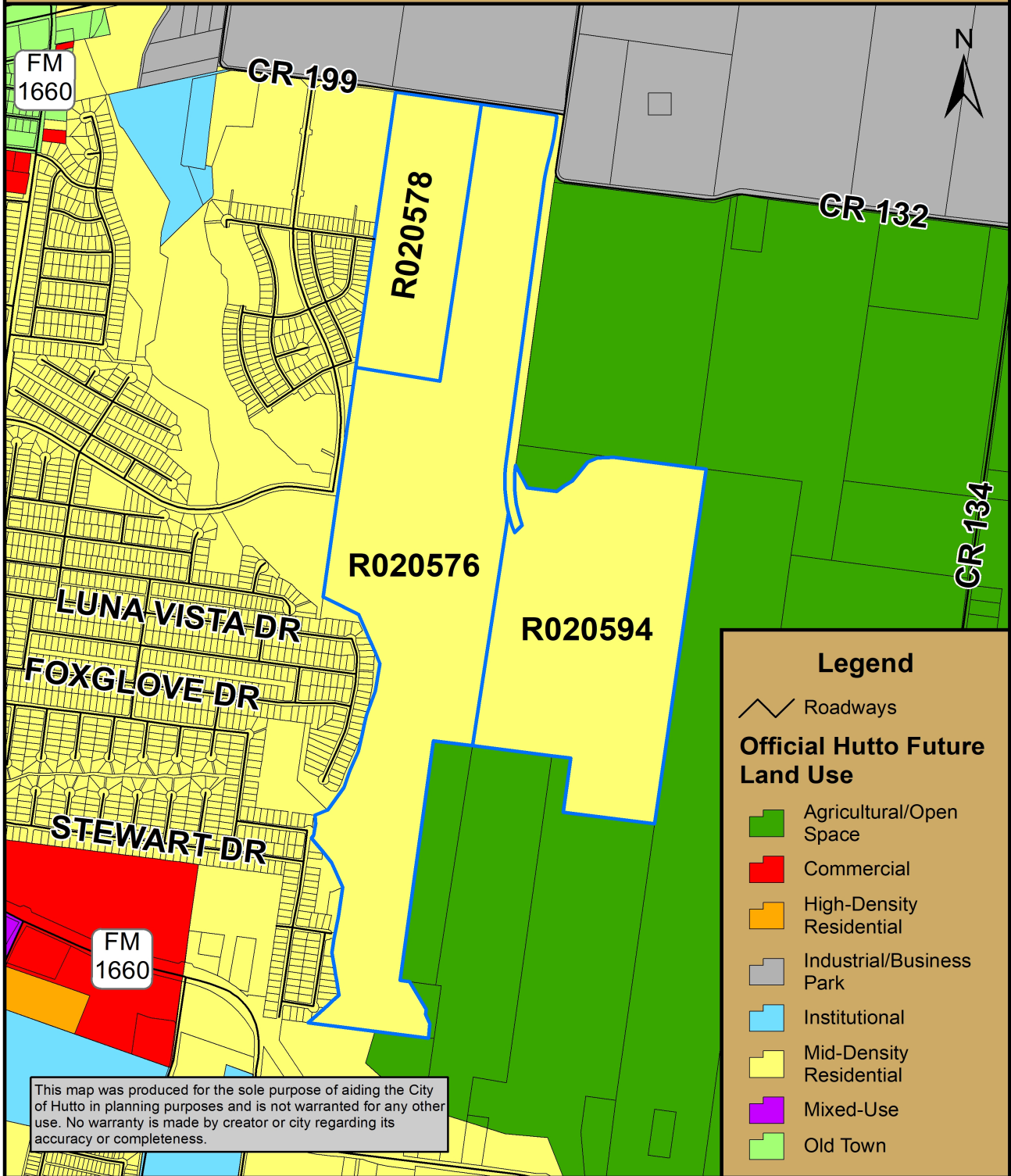
**RECOMMENDATION:**

Staff recommends that the Council approve the second and final reading of the ordinance.

**ATTACHMENTS:**

[Cottonwood Creek Future Land Use Map](#)  
[\(Ord\)CottonwoodCreekAnnex-46.68ac\(Ord\)Complete](#)

# Cottonwood Creek

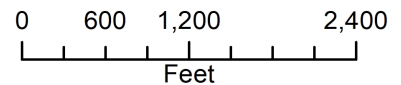


Map Document: (K:\SITE LOCATION MAPS\2019 Site Location

Maps\CR\_199\Cottonwood\_Creek\_Future\_Land\_Use\_Map.mxd)

10/31/2019 -- 9:09:04 AM

Page 2 of 10



## ORDINANCE NO.

**AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 46.68 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS**, the City of Hutto, Texas (the "City") is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

**WHEREAS**, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 46.68 acres, more or less, of land, being out of the William Gatlin Survey, Abstract No. 271 in Williamson County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

**WHEREAS**, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

**WHEREAS**, the City Council of the City of Hutto by resolution directed the City's Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit "B"** attached hereto and made part hereof by reference for all purposes, and;

**WHEREAS**, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

**WHEREAS**, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

**WHEREAS**, and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with, and;

**WHEREAS**, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit "A"** should become annexed.



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

**SECTION I.**

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

**SECTION II.**

That the Property described in the attached **Exhibit “A”**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as SF-1 (Single Family Residential) Zoning District.

**SECTION III.**

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

**SECTION IV.**

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

**SECTION V.**

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

**SECTION VI.**

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.

## **SECTION VII.**

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

## **SECTION VIII.**

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. That 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 matter thereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

## **SECTION IX.**

This ordinance shall take effect and be in force from and after its passage.

**READ** and **APPROVED** on first reading on this the **17th** day of **October, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**READ, PASSED** and **ADOPTED** on second and final reading of the ordinance this **21st** day of **November, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**CITY OF HUTTO, TEXAS**

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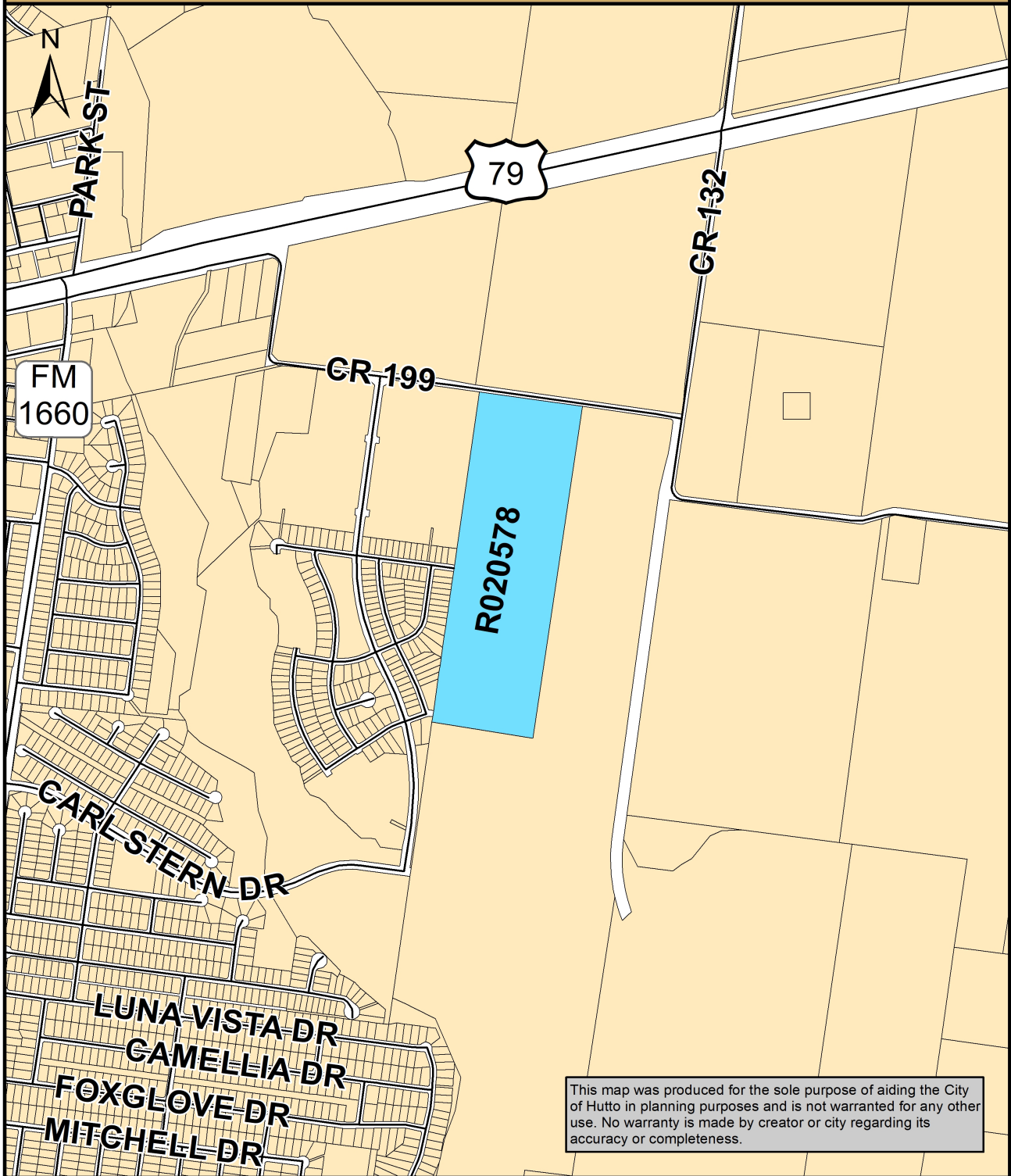
Doug Gaul, Mayor

**ATTEST:**

---

Lacie Hale, City Secretary

# Cottonwood Creek



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document: (K:\SITE LOCATION MAPS\2019 Site  
Location Maps\Annexation\_Maps\Cottonwood\_Creek.mxd)  
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0 500 1,000 2,000  
Feet





**CITY OF HUTTO  
MUNICIPAL SERVICE PLAN  
FOR PROPOSED ANNEXATION OF**

**EXHIBIT “B”**

**46.68 acres, more or less, of land, out of the  
William Gatlin Survey, Abstract No. 271, in Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

**FIRE**

*Existing Services:* Williamson County Emergency Service District #3

*Services to be Provided:*

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

**POLICE**

*Existing Services:* Williamson County Sheriff's Department

*Services to be Provided:*

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

**BUILDING INSPECTION**

*Existing Services:* None

*Services to be Provided:*

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

**PLANNING AND ZONING**

*Existing Services:* Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

*Services to be Provided:*

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

**LIBRARY**

*Existing Services:* None

*Services to be Provided:*

City Library privileges will be available to future residents in this area.

#### **HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE**

*Existing Services:* Williamson Cities and County Health District

*Services to be Provided:*

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

#### **STREET MAINTENANCE**

*Existing Services:* Williamson County

*Services to be Provided:*

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

#### **STORM WATER MANAGEMENT**

*Existing Services:* Williamson County Flood Plain Administrator

*Services to be Provided*

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

#### **STREET LIGHTING**

*Existing Services:* Oncor Electric Delivery

*Services to be Provided:*

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

#### **TRAFFIC ENGINEERING**

*Existing Services:* None

*Services to be Provided:*

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

#### **WATER SERVICE**

*Existing Services:* None

*Services to be Provided:*

Water service to the properties will be provided by Manville W.S.C.

#### **SANITARY SEWER SERVICE**

*Existing Services:* None

*Services to be Provided:*

Sanitary sewer service to the properties will be provided by City of Hutto.



**SOLID WASTE SERVICES**

*Existing Services:* None

*Services to be Provided:*

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

**PARKS AND TRAILS**

*Existing Service:* None

*Services to be Provided:*

All City operated parks and trail systems will be available to the residents of this area upon annexation.

**MISCELLANEOUS**

*Existing Services:* None

*Services to be Provided:*

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

**NOTE:**

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council  
**AGENDA ITEM**  
**8.C.**



**To:** City Council  
**Subject:** Consideration and possible action on a resolution approving the proposed Mager Meadows Phase 2 Amended Plat, 22.441 acres, more or less, of land, 95 residential lots, located north of Mager Lane and Groves Lane. (Ashley Lumpkin)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

**BACKGROUND INFORMATION:**

**Summary of Request**

The proposed Amended Plat seeks to reduce the internal utility easements from 5 feet to 3 feet. Below is the summary information from the final plat when it was originally approved:

The Mager Meadows Phase 2 Final Plat is proposing a 22.441 acre subdivision consisting of 102 total lots, of which 95 are single-family residential lots. The proposed subdivision is located north on Mager Lane, west of Carol Drive. The main access to this phase will be from Mager Lane. Secondary access for this phase will be from Lincoln Street. Roadway rights-of-way are 55 feet in width.

The proposed subdivision is the second phase of an approved 3-phase preliminary plan. The phase line between phases 1 and 2 has moved as a result of construction requirements; as a result the greenlink between Groves Street and Craft Street is split between the two phases. The City Engineer required that the open space identified on the preliminary plan at Groves Lane and Mager Lane, part of which is identified as a drainage easement through filed records, be included as a whole in the drainage plans for the subdivision. The labels on these lots were changed on the final plat to reflect the City Engineer's comments, and to comply with the construction plans.

**RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**ATTACHMENTS:**

[\(Res\)MagerMeadowsPh2AP\(Res\)Complete](#)

**RESOLUTION NO.**

**A RESOLUTION APPROVING THE PLAT KNOWN AS “MAGER MEADOWS PHASE 2 AMENDED 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 “Mager Meadows Phase 2 Amended Plat”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

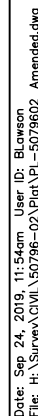
**CONSIDERED and RESOLVED** on this the **21st** day of the month **November, 2019**.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary





FIELD NOTES  
FOR

A 22.441 ACRE, OR 977,526 SQUARE FEET TRACT OF MAGER MEADOWS, PHASE 2, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 2019014345 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, AND IN THE WILLIAM J. BROWN SURVEY, SECTION NO. 22, ABSTRACT NO. 105, IN WILLIAMSON COUNTY, TEXAS, SAID 22.441 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM 1983 (NAD2011) EPOCH 201000, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

**BEGINNING** at a ½" iron rod with yellow cap marked "Pape-Dawson" found for a northwest corner of Mager Meadows, Phase 1, a subdivision according to the plat recorded in Document No. 2018020539 of the Official Public Records of Williamson County, Texas, same being a point in the south boundary line of a called 7.32 acre tract recorded in Document No. 2007092382 of the Official Public Records of Williamson County, Texas for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the south boundary line of said 7.32 acre tract, with the west boundary line of said Mager Meadows, Phase 1, same being the east boundary line of said Mager Meadows, Phase 2, the following eighteen (18) courses and distances,

- S 07°35'00" W**, a distance of **139.12 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature,
- along the arc of a curve to the left, having a **radius of 327.50 feet**, a **central angle of 00°22'28"**, a **chord bearing and distance of N 89°23'26" W, 2.14 feet**, an **arc length of 2.14 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency,
- N 89°34'40" W**, a distance of **27.66 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 00°25'20" W**, a distance of **55.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 89°34'40" E**, a distance of **27.68 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature,
- along the arc of a curve to the right, having a **radius of 272.50 feet**, a **central angle of 07°13'43"**, a **chord bearing and distance of S 85°57'32" E, 34.36 feet**, an **arc length of 34.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency,
- S 82°20'40" E**, a distance of **64.12 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 07°39'45" W**, a distance of **60.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 89°34'40" W**, a distance of **60.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 82°20'40" E**, a distance of **315.01 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 07°39'07" W**, a distance of **338.85 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 02°28'51" W**, a distance of **82.37 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 83°26'23" W**, a distance of **1.15 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 06°33'37" E**, a distance of **50.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 89°26'23" E**, a distance of **70.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 06°33'37" E**, a distance of **185.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 83°26'23" W**, a distance of **10.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 06°33'37" E**, a distance of **130.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, and
- S 83°26'23" W**, a distance of **285.68 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point in the east boundary line of Lot 2 of Pinnelli-Mayberry Subdivision, according to the plat recorded in Document No. 2016009512 of the Official Public Records of Williamson County, Texas, same being a point in the west boundary line of the aforementioned Mager Meadows, Phase 1 and a southeast corner hereof;

THENCE **N 07°09'40" E**, departing the west boundary line of said Mager Meadows, Phase 1, with the east boundary line of said Lot 2 of Pinnelli-Mayberry Subdivision, same being a west boundary line of said Mager Meadows, Phase 2, a distance of **1.64 feet** to a ½" iron rod found for a south corner hereof;

THENCE **N 82°50'20" W**, departing the east boundary line of said Lot 2 of Pinnelli-Mayberry Subdivision, with the north boundary line of said Lot 2, and in part being the north boundary line of Lot 1 of Pinnelli-Mayberry Subdivision, a distance of **556.74 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a northwest corner of said Lot 1 of Pinnelli-Mayberry Subdivision, same being a south corner of said 22.441 acre tract;

THENCE **S 07°11'05" W**, departing the north boundary line of said Lot 1 of Pinnelli-Mayberry Subdivision, with the west boundary line of said Lot 1, same being a south boundary line of said Mager Meadows, Phase 2, a distance of **261.66 feet** to a ½" iron rod found in the west line of said Lot 1, same being a southeast corner of said Mager Meadows, Phase 2, also being the northeast corner of a called 9.862 acre tract conveyed to Herbert and Connie Prewitt recorded in Volume 876, Page 655 of the Deed Records of Williamson County, Texas for the southernmost southeast corner hereof;

THENCE **N 82°16'00" W**, with the north line of said 9.862 acre tract, same being the south line of said Mager Meadows, Phase 2, a distance of **488.14 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for the southeast corner of said 72.025 acre tract, same being the southwest corner hereof;

THENCE, with the east boundary line of the remnant portion of said 72.025 acre tract, same being the west boundary line of said 2Mager Meadows, Phase 2, the following sixteen (16) courses and distance:

- N 83°26'23" E**, a distance of **421.34 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 06°33'37" W**, a distance of **130.40 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 81°33'15" E**, a distance of **6.81 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 08°26'45" W**, a distance of **55.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 06°33'37" W**, a distance of **129.40 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 83°26'23" W**, a distance of **70.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 06°09'07" W**, a distance of **50.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 04°06'25" W**, a distance of **57.19 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 01°50'07" W**, a distance of **54.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 00°22'49" E**, a distance of **54.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 02°35'45" E**, a distance of **54.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 04°48'41" E**, a distance of **54.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- N 06°57'53" E**, a distance of **53.48 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,

- N 07°39'43" E**, a distance of **347.45 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found,
- S 82°20'40" E**, a distance of **21.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, and
- N 07°39'20" E**, a distance of **233.32 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a northeast corner of the remnant portion of said 72.025 acre tract, same being a point in the south boundary line of said 7.32 acre tract, for a northwest corner hereof;

THENCE **S 82°10'07" E**, departing the east boundary line of the remnant portion of said 72.025 acre tract, with the south boundary line of said 7.32 acre tract, a distance of **505.18 feet** to the **POINT OF BEGINNING**, and containing 22.441 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground under Job No. 50796-02, prepared by Pape Dawson Engineers, Inc.

PLAT NOTES

- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL CONFORM TO UNIFIED DEVELOPMENT CODE REQUIREMENTS. SEE DETAIL ON SHEET 1 OF THIS PLAT.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH UNIFIED DEVELOPMENT CODE REQUIREMENTS.
- SIDEWALKS AND STREET TREES SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION. SIDEWALKS SHALL BE 5' IN WIDTH.
- WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:  
  
WATER: CITY OF HUTTO  
WASTEWATER: CITY OF HUTTO  
ELECTRIC: ONCOR ELECTRIC DELIVERY COMPANY, LLC
- THERE IS NO PORTION WITHIN THE BOUNDARIES OF THIS SUBDIVISION PHASE THAT IS WITHIN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491 C0520E DATED SEPTEMBER 26, 2008.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-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 10 FEET.
- THE MAXIMUM IMPERVIOUS COVERAGE ALLOWED ON EACH LOT IS 50%.
- DRAINAGE LOTS, OPEN SPACE LOTS AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UNIFIED DEVELOPMENT CODE.
- ALL CURB RETURN RADII ARE 25' UNLESS OTHERWISE NOTED.
- THIS PLAT IS SUBJECT TO THE APPROVED TRAFFIC IMPACT ANALYSIS APPROVED ON MARCH 28, 2017.
- ALL STREET TREES WITHIN AND BOUNDING THE SUBDIVISION WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ALL STREETS WILL BE PAVED WITH STANDARD 30' FACE OF CURB TO FACE OF CURB PAVEMENT SECTION AS PER CITY OF HUTTO RESIDENTIAL LOCAL CROSS SECTION DETAIL S-07.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- COVENANTS AND DEED RESTRICTIONS APPLIED TO THE ORIGINAL PLAT CONVEY TO THE AMENDED PLAT.

| BLOCK F |                |  |
|---------|----------------|--|
| LOT #   | AREA (SQ. FT.) |  |
| 1       | 8,480          |  |
| 2       | 6,554          |  |
| 3       | 6,538          |  |
| 4       | 6,538          |  |
| 5       | 6,538          |  |
| 6       | 6,538          |  |
| 7       | 6,538          |  |
| 8       | GREENLINK LOT  |  |
| 9       | 7,644          |  |
| 10      | 8,288          |  |
| 11      | 9,370          |  |
| 12      | 6,510          |  |
| 13      | 7,766          |  |

| BLOCK F |                |  |
|---------|----------------|--|
| LOT #   | AREA (SQ. FT.) |  |
| 14      | 9,100          |  |
| 15      | 9,100          |  |
| 16      | 7,766          |  |
| 17      | 6,492          |  |
| 18      | 7,237          |  |
| 19      | 6,961          |  |
| 20      | 6,823          |  |
| 21      | 6,644          |  |
| 22      | 6,637          |  |
| 23      | 6,637          |  |
| 24      | 6,637          |  |
| 25      | 6,637          |  |
| 26      | 6,637          |  |

| BLOCK G |                |  |
|---------|----------------|--|
| LOT #   | AREA (SQ. FT.) |  |
| 2       | 6,501          |  |
| 3       | 6,501          |  |
| 4       | 6,502          |  |
| 5       | 6,502          |  |
| 6       | 6,502          |  |
| 7       | 6,503          |  |
| 8A      | GREENLINK LOT  |  |
| 9       | 8,456          |  |
| 10      | 7,577          |  |
| 11      | 6,492          |  |
| 12      | 7,766          |  |
| 13      | 9,100          |  |
| 14      | 9,100          |  |

| BLOCK K |                |  |
|---------|----------------|--|
| LOT #   | AREA (SQ. FT.) |  |
| 1       | OPEN SPACE LOT |  |
| 2       | 6,451          |  |
| 3       | 6,500          |  |
| 4       | 6,500          |  |
| 5       | 6,500          |  |
| 6       | 6,500          |  |
| 7       | 6,500          |  |

Received 9/30/19



AMENDED PLAT  
OF  
**MAGER MEADOWS, PHASE 2**

A 22.441 ACRE, OR 977,526 SQUARE FEET TRACT OF LAND BEING ALL OF MAGER MEADOWS, PHASE 2, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 2019014345 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, AND IN THE WILLIAM J. BROWN SURVEY, SECTION NO. 22, ABSTRACT NO. 105, IN WILLIAMSON COUNTY, TEXAS.

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | BEARING     | LENGTH  |
| L1         | N89°34'40"W | 27.66'  |
| L2         | S00°25'20"W | 55.00'  |
| L3         | S89°34'40"E | 27.68'  |
| L4         | S82°20'40"E | 64.12'  |
| L5         | S07°39'45"W | 60.00'  |
| L6         | S02°28'51"W | 82.37'  |
| L7         | S83°26'23"W | 1.15'   |
| L8         | S06°33'37"E | 50.00'  |
| L9         | N83°26'23"E | 70.00'  |
| L10        | S83°26'23"W | 10.00'  |
| L11        | S06°33'37"E | 130.00' |
| L12        | N07°09'40"E | 1.64'   |
| L13        | N81°33'15"E | 6.81'   |
| L14        | N08°26'45"W | 55.00'  |
| L15        | N06°33'37"W | 129.40' |
| L16        | S83°26'23"W | 70.00'  |
| L17        | N06°09'07"W | 50.00'  |
| L18        | N04°06'25"W | 57.19'  |
| L19        | N01°50'07"W | 54.42'  |
| L20        | N00°22'49"E | 54.42'  |
| L21        | N02°35'45"E | 54.42'  |
| L22        | N04°48'41"E | 54.42'  |
| L23        | N06°57'53"E | 53.48'  |
| L24        | S82°20'40"E | 21.42'  |
| L25        | N00°25'20"E | 26.03'  |
| L26        | S85°00'40"W | 138.62' |
| L27        | S81°33'15"W | 98.88'  |
| L28        | N81°33'15"E | 47.94'  |
| L29        | N82°20'40"W | 96.08'  |
| L30        | S82°20'40"E | 15.15'  |
| L31        | S00°25'20"W | 26.03'  |
| L32        | N83°26'23"E | 97.88'  |
| L33        | S85°00'40"W | 130.04' |
| L34        | N07°11'05"E | 0.39'   |
| L35        | S06°03'15"E | 50.00'  |
| L36        | S03°21'37"E | 59.44'  |
| L37        | S00°19'15"E | 55.87'  |
| L38        | S02°37'27"W | 55.87'  |
| L39        | S05°33'02"W | 57.11'  |
| L40        | S82°20'15"E | 260.01' |
| L41        | S82°20'15"E | 260.00' |
| L42        | S82°20'15"E | 260.00' |
| L43        | S82°20'15"E | 260.00' |
| L44        | S07°39'45"W | 44.86'  |
| L45        | S02°39'19"W | 10.81'  |
| L46        | S02°39'19"W | 58.64'  |
| L47        | S01°53'16"E | 63.86'  |
| L48        | S05°50'43"E | 50.00'  |
| L49        | S07°39'45"W | 4.61'   |
| L50        | N89°34'40"W | 55.00'  |
| L51        | S83°26'23"W | 50.00'  |

| CURVE TABLE |          |            |               |         |         |
|-------------|----------|------------|---------------|---------|---------|
| CURVE #     | RADIUS   | DELTA      | CHORD BEARING | CHORD   | LENGTH  |
| C1          | 327.50'  | 000°22'28" | N89°23'26"W   | 2.14'   | 2.14'   |
| C2          | 272.50'  | 007°13'43" | S85°57'32"E   | 34.36'  | 34.38'  |
| C3          | 12.50'   | 090°00'00" | N45°25'20"E   | 17.68'  | 19.63'  |
| C4          | 427.50'  | 007°14'25" | N04°02'32"E   | 53.99'  | 54.02'  |
| C5          | 902.50'  | 014°13'22" | N00°33'04"E   | 223.46' | 224.03' |
| C6          | 12.50'   | 090°00'00" | N51°33'37"W   | 17.68'  | 19.63'  |
| C7          | 12.50'   | 090°00'00" | S38°26'23"W   | 17.68'  | 19.63'  |
| C8          | 642.50'  | 014°13'22" | S00°33'04"W   | 159.08' | 159.49' |
| C9          | 587.50'  | 014°13'22" | S00°33'04"W   | 145.46' | 145.84' |
| C10         | 12.50'   | 090°00'00" | S51°33'37"E   | 17.68'  | 19.63'  |
| C11         | 327.50'  | 001°34'17" | N84°13'31"E   | 8.98'   | 8.98'   |
| C12         | 272.50'  | 003°27'24" | S83°16'58"W   | 16.44'  | 16.44'  |
| C13         | 12.50'   | 088°06'52" | N37°29'49"E   | 17.38'  | 19.22'  |
| C14         | 1277.50' | 014°13'22" | N00°33'04"E   | 316.30' | 317.12' |
| C15         | 12.50'   | 090°00'25" | N37°20'28"W   | 17.68'  | 19.64'  |
| C16         | 275.00'  | 007°14'00" | S85°57'40"E   | 34.69'  | 34.72'  |
| C17         | 330.00'  | 007°14'00" | S85°57'40"E   | 41.63'  | 41.66'  |
| C18         | 12.50'   | 090°00'00" | S44°34'40"E   | 17.68'  | 19.63'  |
| C19         | 372.50'  | 007°14'25" | S04°02'32"W   | 47.04'  | 47.07'  |
| C20         | 957.00'  | 014°13'22" | S00°33'04"W   | 236.95' | 237.56' |
| C21         | 12.50'   | 090°00'10" | N38°26'23"E   | 17.68'  | 19.63'  |
| C22         | 272.50'  | 001°34'16" | S84°13'31"W   | 7.47'   | 7.47'   |
| C23         | 12.50'   | 088°25'43" | N50°46'29"W   | 17.43'  | 19.29'  |
| C24         | 1222.50' | 014°13'22" | N00°33'04"E   | 302.69' | 303.46' |
| C25         | 12.50'   | 089°59'35" | N52°39'32"E   | 17.68'  | 19.63'  |
| C26         | 427.50'  | 002°34'49" | N01°42'45"E   | 19.25'  | 19.25'  |
| C27         | 427.50'  | 004°39'35" | N05°19'57"E   | 34.76'  | 34.77'  |
| C28         | 902.50'  | 002°49'55" | N06°14'47"E   | 44.60'  | 44.61'  |
| C29         | 902.50'  | 004°21'00" | N02°39'19"E   | 68.50'  | 68.52'  |
| C30         | 902.50'  | 005°04'10" | N02°03'16"W   | 79.82'  | 79.85'  |
| C31         | 902.50'  | 001°58'16" | N05°34'29"W   | 31.05'  | 31.05'  |
| C32         | 642.50'  | 002°46'10" | S05°10'32"E   | 31.05'  | 31.06'  |
| C33         | 642.50'  | 004°16'16" | S01°39'19"E   | 47.88'  | 47.90'  |
| C34         | 642.50'  | 004°21'00" | S02°39'19"W   | 48.77'  | 48.78'  |
| C35         | 642.50'  | 002°49'55" | S06°14'47"W   | 31.75'  | 31.76'  |
| C36         | 587.50'  | 004°28'48" | S05°25'21"W   | 45.92'  | 45.94'  |
| C37         | 587.50'  | 006°42'50" | S00°10'28"E   | 68.80'  | 68.84'  |
| C38         | 587.50'  | 003°01'44" | S05°02'45"E   | 31.05'  | 31.06'  |
| C39         | 272.50'  | 001°42'32" | S84°09'24"W   | 8.13'   | 8.13'   |
| C40         | 272.50'  | 001°44'53" | S82°25'42"W   | 8.31'   | 8.31'   |
| C41         | 1277.50' | 001°25'13" | N05°51'00"W   | 31.67'  | 31.67'  |
| C42         | 1277.50' | 002°11'49" | N04°02'29"W   | 48.98'  | 48.98'  |
| C43         | 1277.50' | 002°12'56" | N01°50'07"W   | 49.40'  | 49.40'  |
| C44         | 1277.50' | 002°12'56" | N00°22'49"E   | 49.40'  | 49.40'  |
| C45         | 1277.50' | 002°12'56" | N02°35'45"E   | 49.40'  | 49.40'  |
| C46         | 1277.50' | 002°12'56" | N04°48'41"E   | 49.40'  | 49.40'  |
| C47         | 1277.50' | 001°44'35" | N06°47'22"E   | 38.86'  | 38.87'  |
| C48         | 275.00'  | 002°39'49" | S83°40'34"E   | 12.78'  | 12.78'  |
| C49         | 275.00'  | 004°34'11" | S87°17'34"E   | 21.93'  | 21.93'  |
| C50         | 372.50'  | 003°18'17" | S02°04'29"W   | 21.83'  | 21.83'  |
| C51         | 372.50'  | 003°36'08" | S05°41'41"W   | 25.58'  | 25.59'  |
| C52         | 957.00'  | 000°37'51" | S07°20'49"W   | 10.54'  | 10.54'  |
| C53         | 957.00'  | 002°56'05" | S05°32'51"W   | 49.01'  | 49.02'  |
| C54         | 957.00'  | 002°56'43" | S07°37'27"W   | 49.19'  | 49.19'  |
| C55         | 957.00'  | 002°56'43" | S00°19'15"E   | 49.19'  | 49.19'  |
| C56         | 957.00'  | 002°54'42" | S03°14'57"E   | 48.63'  | 48.63'  |
| C57         | 957.00'  | 001°51'19" | S05°37'58"E   | 30.83'  | 30.99'  |
| C58         | 1222.50' | 001°29°04" | N05°49°05"W   | 31.67'  | 31.67'  |
| C59         | 1222.50' | 00°31'736" | N03°25'45"E   | 70.26'  | 70.27'  |
| C60         | 1222.50' | 002°55'53" | N00°19°01"W   | 62.54'  | 62.55'  |
| C61         | 1222.50' | 002°55'53" | N02°36'53"E   | 62.54'  | 62.55'  |
| C62         | 1222.50' | 00°30'322" | N05°36'30"E   | 65.20'  | 65.21'  |
| C63         | 1222.50' | 00°30'34"  | N07°23'58"E   | 11.22'  | 11.22'  |





Regular City Council  
**AGENDA ITEM**  
**8.D.**



**To:** City Council  
**Subject:** Consideration and possible action on a resolution approving the proposed Star Ranch Section 7 Phase 8 Final Plat, 28.348 acres, more or less, of land, 116 residential lots, located within the extraterritorial jurisdiction (ETJ) of Hutto on Winterfield Drive at Star Ranch Boulevard. (Ashley Lumpkin)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

**BACKGROUND INFORMATION:**

**Summary of Request**

The Final Plat for Star Ranch Section 7 Phase 8 is located southwest of the intersection of Winterfield Drive and the future extension of Star Ranch Blvd., more generally located west of SH130. The Star Ranch area is located outside of the City limits in the Extraterritorial Jurisdiction (ETJ). This area is subject to a Strategic Partnership Agreement and Limited Purpose Annexation (SPA/LPA) which includes a Concept Plan and sets vesting to the 2002 Subdivision Ordinance.

The Final Plat proposes 116 residential lots and 3 landscape lots and associated streets on approximately 28.458 acres. Sidewalks will be provided on both sides of all streets.

The Final Plat is in compliance with the Star Ranch Section 7 Preliminary Plat which was approved in December 2017. Water and wastewater is provided by Municipal Utility District No. 22.

**Staff Recommendation:**

This plat has been reviewed by City staff and Williamson County and all City comments have been addressed. The proposed Final Plat is in compliance with the applicable subdivision regulations, the approved Preliminary Plat, and the SPA/LPA agreement.

**RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**ATTACHMENTS:**

[\(Res\)SR7-8FP\(Res\)Complete](#)

**RESOLUTION NO.**

**A RESOLUTION APPROVING THE PLAT KNOWN AS "STAR RANCH SECTION 7 PHASE 8 FINAL PLAT"; IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF 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 "Star Ranch Section 7 Phase 8 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **21st** day of the month **November, 2019**.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary



FINAL PLAT OF  
STAR RANCH SECTION 7 PHASE 8  
WILLIAMSON COUNTY, TEXAS

Received 9/16/19



LEGEND:

- = 1/2" IRON ROD FOUND
- = 1/2" IRON ROD SET WITH "RJ SURVEYING" CAP
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- (F) = BLOCK NAME
- = SIDEWALK REQUIRED
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- LS = LANDSCAPE
- P = UTILITY POLE
- E = OVERHEAD UTILITY LINE
- = HUTTO ETJ LINE
- = COUNTY LINE

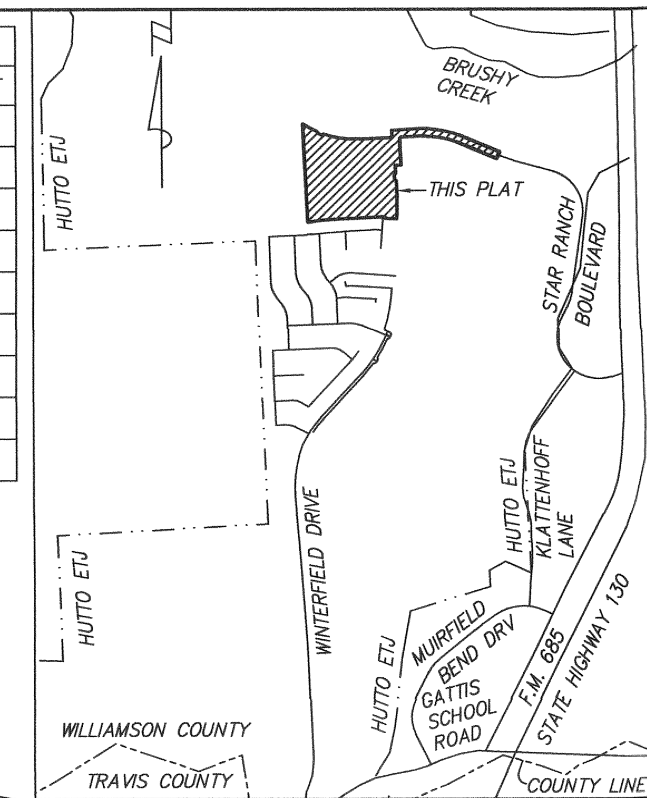
| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | S42°08'50"W | 28.28'   |
| L2   | S02°51'10"E | 50.00'   |
| L3   | S47°51'10"E | 28.28'   |
| L4   | N89°34'25"W | 50.00'   |
| L5   | S42°08'50"W | 21.21'   |
| L6   | S47°51'10"E | 21.21'   |
| L7   | S24°00'17"E | 29.72'   |
| L8   | N64°14'10"E | 27.67'   |
| L9   | N17°59'56"E | 32.45'   |
| L10  | N17°59'56"E | 28.75'   |
| L11  | N24°00'17"W | 53.49'   |
| L12  | S71°19'15"E | 53.54'   |

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L13  | S73°26'27"E | 51.23'   |
| L14  | S76°02'38"E | 51.11'   |
| L15  | S78°42'33"E | 51.12'   |
| L16  | S80°53'41"E | 51.21'   |
| L17  | S83°39'59"E | 51.43'   |
| L18  | S85°41'11"E | 40.28'   |
| L19  | S88°11'12"E | 50.17'   |
| L20  | N89°19'19"E | 50.04'   |
| L21  | N87°19'17"E | 50.00'   |
| L22  | N87°08'50"E | 50.00'   |
| L23  | N87°08'50"E | 50.00'   |
| L24  | N87°08'50"E | 60.00'   |

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L25  | N87°08'50"E | 92.06'   |
| L26  | N87°08'50"E | 75.70'   |
| L27  | S47°51'10"E | 55.36'   |
| L28  | S02°51'10"E | 51.40'   |
| L29  | S02°51'10"E | 94.43'   |
| L30  | S02°51'10"E | 50.00'   |
| L31  | S02°51'10"E | 50.00'   |
| L32  | S02°51'10"E | 50.00'   |
| L33  | S02°51'10"E | 50.00'   |
| L34  | S02°51'10"E | 40.00'   |
| L35  | S42°08'50"W | 28.28'   |
| L36  | S87°08'50"W | 111.90'  |

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L37  | N02°51'10"W | 10.00'   |
| L38  | S87°08'50"W | 111.90'  |
| L39  | S47°51'10"E | 28.28'   |
| L40  | S02°51'10"E | 40.00'   |
| L41  | S02°51'10"E | 50.00'   |
| L42  | S02°51'10"E | 50.00'   |
| L43  | S02°51'10"E | 50.00'   |
| L44  | S02°51'10"E | 50.00'   |
| L45  | S01°18'53"W | 50.13'   |
| L46  | S01°18'53"W | 50.13'   |
| L47  | N02°33'07"E | 50.22'   |
| L48  | N03°52'28"E | 64.53'   |

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L49  | S02°51'10"E | 10.42'   |
| L50  | S47°51'10"E | 28.28'   |
| L51  | N64°14'10"E | 14.18'   |
| L52  | N64°14'10"E | 13.49'   |
| L53  | S02°51'10"E | 10.00'   |
| L54  | S86°37'01"E | 10.00'   |
| L55  | N17°59'56"E | 6.63'    |
| L56  | N17°59'56"E | 25.82'   |
| L57  | S67°46'03"E | 50.14'   |



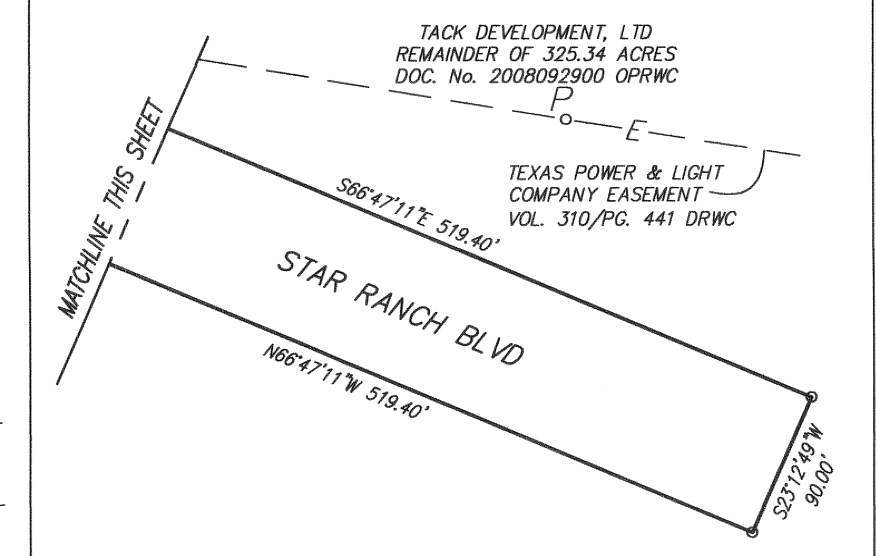
SCALE: 1" = 2000'

SITE DATA:  
116 SINGLE FAMILY LOTS  
3 LANDSCAPE LOTS  
119 TOTAL

LOTS: 20.348 ACRES  
RIGHT OF WAY: 8.110 ACRES  
TOTAL AREA: 28.458 ACRES

BUILDING SETBACKS:  
25' FRONT  
15' STREET SIDE  
5' SIDE  
10' REAR

| NEW STREETS:        | LENGTH | DESIGN SPEED |
|---------------------|--------|--------------|
| CASTLEFIELDS STREET | 903'   | 25 MPH       |
| ELM GREEN STREET    | 1,558' | 25 MPH       |
| FALKLAND STREET     | 904'   | 25 MPH       |
| STAR RANCH BLVD     | 1,324' | 25 MPH       |
| TANDA LANE          | 902'   | 25 MPH       |
| WINTERFIELD DRIVE   | 390'   | 25 MPH       |
| TOTAL:              | 5,981' |              |



| CURVE | LENGTH  | RADIUS   | DELTA      | CH. BRNG.   | CH. DIST. |
|-------|---------|----------|------------|-------------|-----------|
| C1    | 475.65' | 1045.50' | 026°03'59" | S79°49'10"E | 471.55'   |
| C2    | 434.70' | 955.50'  | 026°03'59" | N79°49'10"W | 430.96'   |
| C3    | 197.19' | 1679.50' | 006°43'38" | S00°30'39"W | 197.08'   |
| C4    | 17.12'  | 574.45'  | 001°42'27" | N01°16'49"E | 17.12'    |
| C6    | 32.88'  | 574.45'  | 003°16'45" | N01°12'47"W | 32.87'    |
| C7    | 30.02'  | 524.45'  | 003°16'45" | N01°12'47"W | 30.01'    |
| C8    | 23.56'  | 15.00'   | 090°00'00" | N47°51'10"W | 21.21'    |
| C9    | 23.56'  | 15.00'   | 090°00'00" | N42°08'50"E | 21.21'    |
| C10   | 23.56'  | 15.00'   | 090°00'00" | S42°08'50"W | 21.21'    |
| C11   | 23.56'  | 15.00'   | 090°00'00" | S47°51'10"E | 21.21'    |
| C12   | 23.56'  | 15.00'   | 090°00'00" | N42°08'50"E | 21.21'    |
| C13   | 23.56'  | 15.00'   | 090°00'00" | N47°51'10"W | 21.21'    |
| C14   | 23.56'  | 15.00'   | 090°00'00" | S42°08'50"W | 21.21'    |
| C15   | 23.56'  | 15.00'   | 090°00'00" | S47°51'10"E | 21.21'    |
| C16   | 21.03'  | 25.00'   | 048°11'23" | S21°14'32"W | 20.41'    |
| C17   | 162.65' | 50.00'   | 186°22'46" | N47°51'10"W | 99.85'    |
| C18   | 39.27'  | 25.00'   | 090°00'00" | N47°51'10"W | 35.36'    |
| C19   | 21.03'  | 25.00'   | 048°11'23" | N63°03'09"E | 20.41'    |
| C20   | 28.70'  | 15.00'   | 109°36'36" | S51°57'08"W | 24.52'    |
| C21   | 18.43'  | 15.00'   | 070°23'24" | S38°02'52"E | 17.29'    |

| CURVE | LENGTH  | RADIUS   | DELTA      | CH. BRNG.   | CH. DIST. |
|-------|---------|----------|------------|-------------|-----------|
| C22   | 56.41'  | 155.00'  | 020°51'06" | S07°34'23"W | 56.10'    |
| C23   | 74.61'  | 205.00'  | 020°51'06" | S07°34'23"W | 74.19'    |
| C24   | 173.86' | 1142.29' | 008°43'15" | S61°08'47"E | 173.70'   |
| C25   | 455.05' | 1142.29' | 022°49'28" | S81°26'26"E | 452.04'   |
| C26   | 153.32' | 1152.29' | 007°37'24" | S60°57'19"E | 153.20'   |
| C27   | 3.28'   | 50.00'   | 003°45'46" | S40°50'20"W | 3.28'     |
| C28   | 55.90'  | 50.00'   | 064°03'28" | S74°44'57"W | 53.03'    |
| C29   | 42.22'  | 50.00'   | 048°22'35" | N49°02'02"W | 40.97'    |
| C30   | 45.37'  | 50.00'   | 051°59'35" | N01°09'03"E | 43.83'    |
| C31   | 15.87'  | 50.00'   | 018°11'23" | N36°14'32"E | 15.81'    |
| C32   | 31.12'  | 205.00'  | 008°41'57" | S01°29'48"W | 31.09'    |
| C33   | 43.48'  | 205.00'  | 012°09'10" | S11°55'21"W | 43.40'    |
| C34   | 94.12'  | 275.00'  | 019°36'36" | S83°02'52"E | 93.66'    |
| C35   | 111.23' | 325.00'  | 019°36'36" | S83°02'52"E | 110.69'   |
| C36   | 44.99'  | 325.00'  | 007°55'52" | S77°12'30"E | 44.95'    |
| C37   | 50.45'  | 325.00'  | 008°53'40" | S85°37'16"E | 50.40'    |
| C38   | 15.79'  | 325.00'  | 002°47'04" | N88°32'22"E | 15.79'    |
| C39   | 78.32'  | 275.00'  | 016°19'07" | S81°24'07"E | 78.06'    |
| C40   | 15.80'  | 275.00'  | 003°17'29" | N88°47'35"E | 15.80'    |

PROPERTY OWNER:

TACK DEVELOPMENT, LTD.  
TIMOTHY TIMMERMAN, PRESIDENT  
2490 F.M. 685  
HUTTO, TEXAS 78634

DATE: MAY 1, 2019 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 2 SHEETS

F-10015400



S:\CIVIL\3D\2751-2800\2763-Star Ranch Section 7 Phase 8\Drawings\2763-PLAT.dwg, 5/14/2019 12:53:10 PM



THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 325.34 ACRE TRACT OF LAND CONVEYED TO TACK DEVELOPMENT, LTD., BY DEED RECORDED IN DOCUMENT NO. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET AT AN ANGLE POINT ON THE NORTH LINE OF LOT 44, BLOCK A OF STAR RANCH SECTION 7 PHASE 4, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015093053 OPRWC, BEING AN ANGLE POINT ON THE WEST LINE OF SAID 325.34 ACRE TRACT, BEING ALSO THE SOUTHEAST CORNER OF THAT 94.89 ACRE TRACT CONVEYED TO LOUIS & HAZEL SCHROEDER BY DEED RECORDED IN VOLUME 364, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC), FROM WHICH AN ANGLE POINT ON THE SOUTH LINE OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY S68°54'59"W A DISTANCE OF 670 FEET;

THENCE ALONG THE WEST LINE OF SAID 325.34 ACRE TRACT AND THE EAST LINE OF SAID 94.89 ACRE TRACT, N02°32'50"W A DISTANCE OF 1,204.04 FEET TO A 1/2" IRON ROD SET ON A NON-TANGENT CURVE TO THE LEFT;

THENCE ACROSS SAID 325.34 ACRE TRACT, THE FOLLOWING SIXTEEN (16) COURSES:

1. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 173.86 FEET, HAVING A RADIUS OF 1,142.29 FEET, A CENTRAL ANGLE OF 08°43'15", AND A CHORD WHICH BEARS S61°08'47"E A DISTANCE OF 173.70 FEET TO A 1/2" IRON ROD SET;
2. S24°00'17"E A DISTANCE OF 29.72 FEET TO A 1/2" IRON ROD SET;
3. S67°46'03"E A DISTANCE OF 50.14 FEET TO A 1/2" IRON ROD SET;
4. N64°14'10"E A DISTANCE OF 27.67 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE LEFT;
5. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 455.05 FEET, HAVING A RADIUS OF 1,142.29 FEET, A CENTRAL ANGLE OF 22°49'28", AND A CHORD WHICH BEARS S81°26'26"E A DISTANCE OF 452.04 FEET TO A 1/2" IRON ROD SET;
6. N87°08'50"E A DISTANCE OF 388.18 FEET TO A 1/2" IRON ROD SET;
7. N02°51'10"W A DISTANCE OF 90.00 FEET TO A 1/2" IRON ROD SET;
8. N87°08'50"E A DISTANCE OF 349.90 FEET TO A 1/2" IRON SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
9. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 475.65 FEET, HAVING A RADIUS OF 1,045.50 FEET, A CENTRAL ANGLE OF 26°03'59", AND A CHORD WHICH BEARS S79°49'10"E A DISTANCE OF 471.55 FEET TO A 1/2" IRON ROD SET;
10. S66°47'11"E A DISTANCE OF 519.40 FEET TO A 1/2" IRON ROD SET;
11. S23°12'49"W A DISTANCE OF 90.00 FEET TO A 1/2" IRON ROD SET;
12. N66°47'11"W A DISTANCE OF 519.40 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
13. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 434.70 FEET, HAVING A RADIUS OF 955.50 FEET, A CENTRAL ANGLE OF 26°03'59", AND A CHORD WHICH BEARS N79°49'10"W A DISTANCE OF 430.96 FEET TO A 1/2" IRON ROD SET;
14. S87°08'50"W A DISTANCE OF 239.90 FEET TO A 1/2" IRON ROD SET;
15. S42°08'50"W A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD SET;
16. S02°51'10"E A DISTANCE OF 324.97 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF LANDSCAPE LOT OS-C, BLOCK M OF STAR RANCH SECTION 7 PHASE 6 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2018045811 OPRWC;

THENCE ACROSS SAID 325.34 ACRE TRACT, ALONG THE NORTH AND WEST LINES OF SAID STAR RANCH SECTION 7 PHASE 6, THE FOLLOWING EIGHT (8) COURSES:

1. S87°08'50"W A DISTANCE OF 70.00 FEET TO A 1/2" IRON ROD SET;
2. S02°51'10"E A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET;
3. S42°08'50"W A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD SET;
4. S02°51'10"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
5. S47°51'10"E A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD SET;
6. S02°51'10"E A DISTANCE OF 200.00 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
7. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 197.19 FEET, HAVING A RADIUS OF 1679.50 FEET, A CENTRAL ANGLE OF 06°43'38", AND A CHORD WHICH BEARS S00°30'39"W A DISTANCE OF 197.08 FEET TO A 1/2" IRON ROD SET;
8. S03°52'28"W A DISTANCE OF 68.91 FEET TO A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 1, BLOCK I OF STAR RANCH SECTION 7 PHASE 5 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2017016026 OPRWC;

THENCE ACROSS SAID 325.34 ACRE TRACT, ALONG THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 5 AND THE NORTH LINE OF STAR RANCH SECTION 7 PHASE 4, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015093053 OPRWC, THE FOLLOWING SIX (6) COURSES:

1. N86°37'01"W A DISTANCE OF 140.27 FEET TO A 1/2" IRON ROD SET ON A NON-TANGENT CURVE TO THE LEFT;
2. NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 17.12 FEET, HAVING A RADIUS OF 574.45 FEET, A CENTRAL ANGLE OF 01°42'27" AND A CHORD WHICH BEARS N01°16'49"E A DISTANCE OF 17.12 FEET TO A 1/2" IRON ROD SET;
3. N89°34'25"W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
4. S87°08'50"W A DISTANCE OF 546.84 FEET TO A 1/2" IRON ROD SET;
5. S85°19'46"W A DISTANCE OF 173.59 FEET TO A 1/2" IRON ROD SET;
6. S81°54'04"W A DISTANCE OF 159.67 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 28.458 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).

1. BUILDING SETBACK LINES SHALL CONFORM TO UDC REQUIREMENTS.
2. A TEN-FOOT (10') WDE PUBLIC UTILITY EASEMENT (P.U.E.) ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED.
3. A FIVE-FOOT (5') WDE PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE AND REAR LOT LINES.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
6. UTILITY PROVIDERS: WATER: WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT #3 GAS: ATMOS; AND ELECTRIC: TXU.
7. LANDSCAPE AREA (LS) TRACTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (HOA).
8. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH UDC REQUIREMENTS.
9. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
10. THE MAXIMUM IMPERVIOUS COVER PER THE DRAINAGE REPORT FOR SINGLE FAMILY LOTS IS 45%.
11. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE MUNICIPAL UTILITY DISTRICT NO. 22 (M.U.D.) AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE M.U.D. NO. 22 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHALL BE BUILT AT LEAST ONE-FOOT (1') 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 10 FEET.
13. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERAL ACCEPTED ENGINEERING STANDARDS.
14. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
15. NO PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDAED 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 48491C0515E, EFFECTIVE DATE SEPTEMBER, 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
16. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 22 DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
17. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
18. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
19. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
20. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
21. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
22. ACCORDING TO THE CITY OF HUTTO OFFICIAL ZONING MAP, THIS PLAT IS WITHIN THE AREA ZONED GATEWAY OVERLAY DISTRICT.

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

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCE OF WILLIAMSON COUNTY, TEXAS. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND IN THE TITLE POLICY LISTED IN THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY UNDER COMMITMENT GF NO. 1811691JM, EFFECTIVE DATE AUGUST 10, 2018. THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

STEPHEN R. LAWRENCE DATE 5/10/2019  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352  
STATE OF TEXAS



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

TACK DEVELOPMENT, LTD., SOLE OWNER OF THE CERTAIN 325.34 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008092900 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 FOREVER DEDICATE TO THE CITY OF HUTTO AND WILLIAMSON COUNTY THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH SECTION 7 PHASE 8".

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

TACK DEVELOPMENT, LTD.

BY: COMMERCE TEXAS PROPERTIES, INC., A TEXAS CORPORATION,  
GENERAL PARTNER

BY: TIMOTHY TIMMERMAN, PRESIDENT  
TACK DEVELOPMENT, LTD.  
2490 F.M. 685  
HUTTO, TEXAS 78634

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIMOTHY TIMMERMAN, 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 \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: NOTARY PUBLIC, STATE OF TEXAS

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

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

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

ASHELY LUMPKIN, AICP, EXECUTIVE DIRECTOR DATE

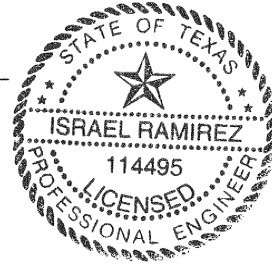
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

I, ISRAEL RAMIREZ, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

ISRAEL RAMIREZ DATE 5.10.2019  
REGISTERED PROFESSIONAL ENGINEER No. 114495  
STATE OF TEXAS



SHEET 2 OF 2 SHEETS

FINAL PLAT OF  
STAR RANCH SECTION 7 PHASE 8  
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 DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS 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 STREETS, 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 AND STREETS.

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

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE DATE  
WILLIAMSON COUNTY, TEXAS

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

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 9/16/19



DATE: MAY 1, 2019  
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



Regular City Council  
**AGENDA ITEM  
8.E.**



**To:** City Council  
**Subject:** Consideration and possible action on a resolution approving the proposed Co-Op District Resubdivision of Lots 4A, 4B, 5A and 6A Amended Plat, 6.0039 acres, more or less, of land, 10 commercial lots, located on Co Op Boulevard at US 79 West. (Ashley Lumpkin)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

**BACKGROUND INFORMATION:**

**Summary of Request**

The Amended Plat of Co-Op District Resubdivision of Lots 4A, 4B, 5A and 6A. The plat includes all commercial lots, and is located on 23.3922 acres. Lot 6 is being divided up into 4 different lots per this plat. The property is zoned PUD (Planned Unit Development) with a base zoning of General Commercial (B-2) and Local Business (B-1).

This plat also includes a small area of land dedicated as right-of-way via the plat.

**Utilities**

Water and wastewater service will be provided by City of Hutto.

**Staff Recommendation**

As the Planning and Zoning Commission recommended approval unanimously, staff recommends that the Council approve of the Amended Plat per Section 212.005 of the Texas Local Government Code.

**FINANCIAL IMPACT:**

Not applicable.

**POLICY IMPLICATIONS:**

Not applicable.

**RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**ATTACHMENTS:**

[\(Res\)CoOpDistResubLots4A,4B,5A,6AAP\(Res\)Complete](#)





**RESOLUTION NO.**

**A RESOLUTION APPROVING THE PLAT KNOWN AS "CO-OP DISTRICT  
RESUBDIVISION OF LOTS 4A, 4B, 5A AND 6A AMENDED 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 "Co-Op District Resubdivision of Lots 4A, 4B, 5A and 6A Amended Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

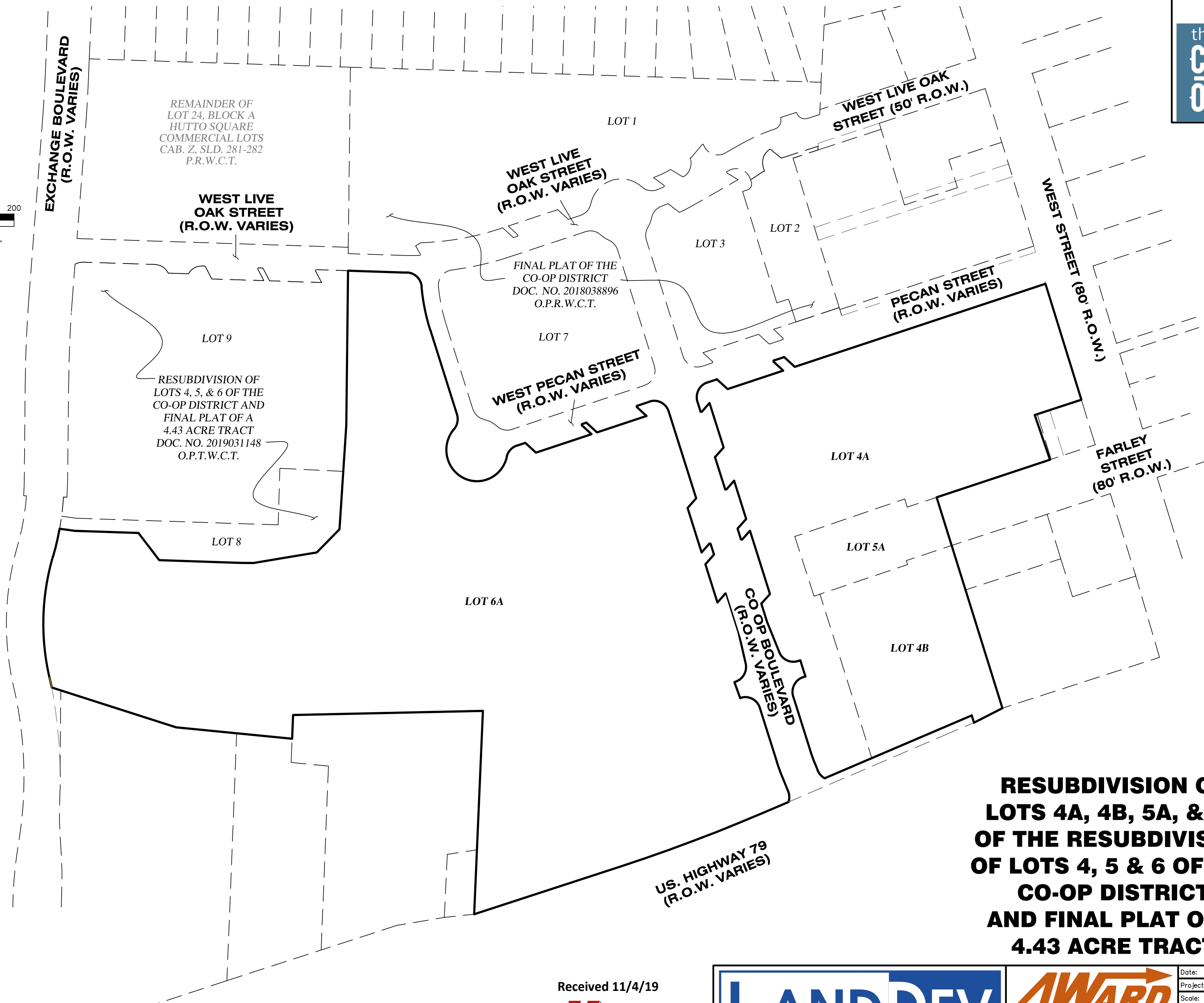
**CONSIDERED and RESOLVED** on this the **21st** day of the month **November, 2019**.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary



**RESUBDIVISION OF  
LOTS 4A, 4B, 5A, & 6A  
OF THE RESUBDIVISION  
OF LOTS 4, 5 & 6 OF THE  
CO-OP DISTRICT  
AND FINAL PLAT OF A  
4.43 ACRE TRACT**

Received 11/4/19



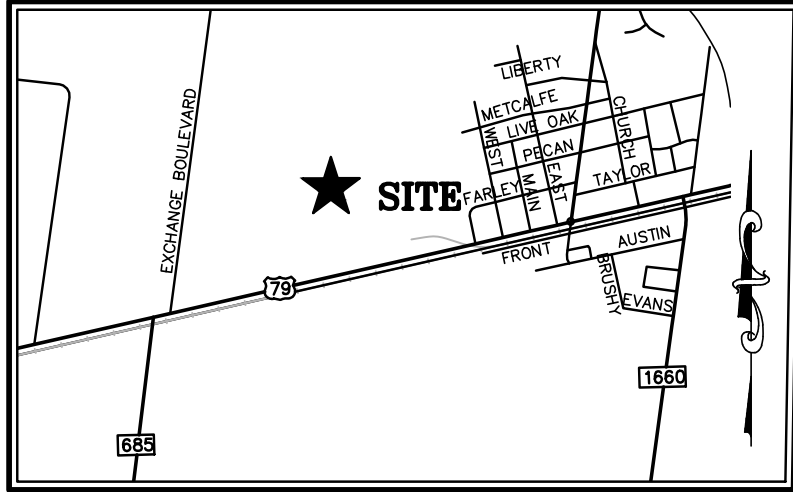
**4WARD**  
Land Surveying  
A Limited Liability Company  
PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

|              |           |
|--------------|-----------|
| Date:        | 11/1/2019 |
| Project:     | 00627     |
| Scale:       | 1" = 100' |
| Reviewer:    | FM        |
| Tech:        | BAP       |
| Field Crew:  | HT/DC     |
| Survey Date: | AUG. 2017 |
| Sheet:       | 1 OF 4    |

P:\00627\Drawings\00627\_PLAT--LOTS 4 & 5 AND 6 REPLAT\_REV.1.dwg

### VICINITY MAP

SCALE: 1" = 2000'



**OWNER:**  
420 US 79, LTD.  
10095 US 290 EAST  
MANOR, TEXAS 78653

ACREAGE: 18.4074

PATENT SURVEY: NATHANIEL EDWARDS  
SURVEY NO. 21, ABSTRACT NO. 225, AND  
WILLIAM J. BROWN SURVEY NO. 22,  
ABSTRACT NO. 105

**ENGINEER:**  
LANDDEV CONSULTING  
5508 HIGHWAY 290 WEST  
SUITE 150  
AUSTIN, TEXAS 78735

NUMBER OF LOTS: 10

**SURVEYOR:**  
4WARD LAND SURVEYING  
2201 WOODWARD STREET,  
SUITE 2201  
AUSTIN, TEXAS 78745

### LEGEND

- PROPERTY LINE
- EXISTING PROPERTY LINES
- 1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
- TXDOT TYPE II BRASS DISC FOUND
- CALCULATED POINT
- 1/2" IRON ROD WITH "CITY OF HUTTO - PROPERTY CORNER" ALUMINUM CAP FOUND
- SURVEY CONTROL POINT
- DOC. NO. DOCUMENT NUMBER
- VOL./PG. VOLUME, PAGE
- CAB./SLD. CABINET, SLIDE
- R.O.W. RIGHT-OF-WAY
- P.R.W.C.T. PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- [.....] RECORD INFORMATION PER PLAT DOC. NO. 2018038896
- [[.....]] RECORD INFORMATION PER TX DOT R.O.W. MAP

### BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

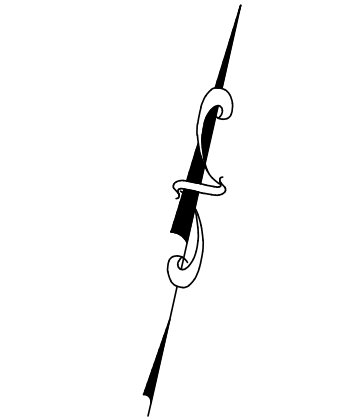
### SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS ON JULY 24, 2017, (NAVD 88) PROCESSED BY O.P.U.S., 4WARD CONTROL POINT WAS CHECKED TO LCRA MONUMENT CS01, HAVING A PUBLISHED GRID COORDINATE & (NAVD 88, GEOID 03 ELEVATION OF) N 10175029.3595, E 3169445.5793, ELEV. 678.7542'.

### FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO.48491C 0520E, WILLIAMSON COUNTY, TEXAS DATED SEPTEMBER 26, 2008.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



GRAPHIC SCALE: 1" = 100'

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | S68°32'09"W | 51.41'  |
| L2         | N12°36'07"W | 12.05'  |
| L3         | N17°30'00"W | 12.27'  |
| L4         | N12°56'20"W | 89.26'  |
| L5         | N77°03'40"E | 4.00'   |
| L6         | N12°56'20"W | 27.00'  |
| L7         | S77°03'40"W | 3.92'   |
| L8         | N17°30'46"W | 50.16'  |
| L9         | N12°56'20"W | 27.14'  |
| L10        | N47°03'40"E | 19.92'  |
| L11        | N12°56'20"W | 105.08' |
| L12        | S47°03'40"W | 18.19'  |
| L13        | N12°56'20"W | 16.17'  |
| L14        | N47°03'40"E | 19.92'  |
| L15        | N12°56'20"W | 63.51'  |
| L16        | S47°03'40"W | 18.19'  |
| L17        | N12°56'20"W | 51.81'  |
| L18        | N47°03'40"E | 19.92'  |
| L19        | N12°56'20"W | 73.90'  |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L20        | S47°03'40"W | 18.19' |
| L21        | N12°56'20"W | 15.17' |
| L22        | N77°03'40"E | 15.64' |
| L23        | S42°56'20"E | 22.29' |
| L24        | N77°03'40"E | 94.69' |
| L25        | N42°56'20"W | 20.50' |
| L26        | N77°03'40"E | 16.17' |
| L27        | S42°56'20"E | 22.23' |
| L28        | S77°14'55"W | 79.26' |
| L29        | S14°18'53"E | 74.85' |
| L30        | S13°03'53"E | 6.60'  |
| L63        | N77°03'40"E | 54.54' |
| L64        | S54°12'10"E | 33.53' |
| L65        | N77°03'40"E | 17.68' |
| L66        | N49°50'21"E | 21.70' |
| L67        | N12°56'20"W | 46.77' |
| L68        | S77°03'40"W | 20.00' |
| L69        | N70°13'11"W | 24.91' |
| L70        | S76°55'46"W | 50.00' |

| CURVE TABLE |        |         |            |             |          |
|-------------|--------|---------|------------|-------------|----------|
| CURVE #     | LENGTH | RADIUS  | DELTA      | BEARING     | DISTANCE |
| C1          | 16.80' | 25.00'  | 38°30'30"  | N37°09'48"W | 16.49'   |
| C2          | 21.61' | 271.50' | 4°33'40"   | N15°13'10"W | 21.61'   |
| C3          | 38.48' | 24.50'  | 90°00'00"  | N32°03'40"E | 34.65'   |
| C4          | 36.53' | 24.50'  | 85°25'34"  | N60°13'33"W | 33.24'   |
| C5          | 3.95'  | 49.50'  | 4°34'26"   | N15°13'33"W | 3.95'    |
| C6          | 1.57'  | 1.50'   | 60°00'00"  | N17°03'40"E | 1.50'    |
| C7          | 3.14'  | 1.50'   | 120°00'00" | N72°56'20"W | 2.60'    |
| C8          | 1.57'  | 1.50'   | 60°00'00"  | N17°03'40"E | 1.50'    |
| C9          | 3.14'  | 1.50'   | 120°00'00" | N72°56'20"W | 2.60'    |
| C10         | 1.57'  | 1.50'   | 60°00'00"  | N17°03'40"E | 1.50'    |
| C11         | 3.14'  | 1.50'   | 120°00'00" | N72°56'20"W | 2.60'    |
| C12         | 38.48' | 24.50'  | 90°00'00"  | N32°03'40"E | 34.65'   |
| C13         | 1.57'  | 1.50'   | 60°00'00"  | S72°56'20"E | 1.50'    |
| C14         | 3.14'  | 1.50'   | 120°00'00" | N17°03'40"E | 2.60'    |
| C15         | 1.57'  | 1.50'   | 60°00'00"  | S72°56'20"E | 1.50'    |

[A]  
FINAL PLAT OF  
THE CO-OP DISTRICT  
DOC. NO. 2018038896  
O.P.R.W.C.T.

[B]  
PORTION OF LOT 5  
LEROY CAST  
VOL. 1159, PG. 563  
D.R.W.C.T.

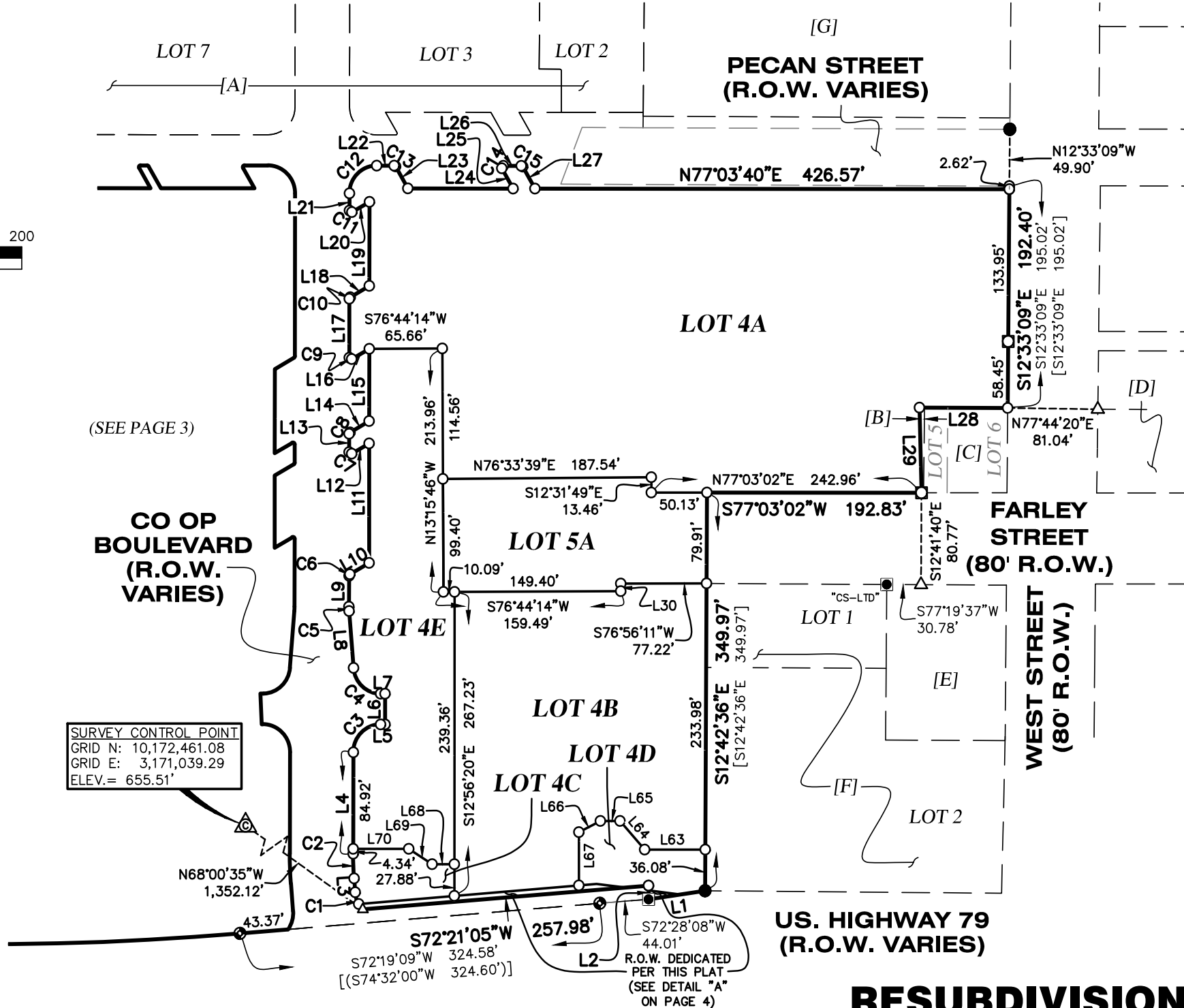
[C]  
CALLED 0.13 ACRE  
PART OF LOTS 5 AND 6  
BLOCK 8, I&GN RAILROAD ADDITION  
OWNER: JASPAS PROPERTIES, LLC  
DOC. NO. 2008077220  
O.P.R.W.C.T.

[D]  
CALLED 0.083 ACRE  
REDBUD INVESTMENTS, L.P.  
DOC. NO. 2008089744  
O.P.R.W.C.T.

[E]  
LOTS 10 AND 11 BLOCK 1  
OF THE RAILROAD ADDITION  
TO THE TOWN OF HUTTO  
RUDOLFO J. ZAVALA, AND  
WIFE YSABEL C. ZAVALA  
VOL. 612, PG. 891, D.R.W.C.T.

[F]  
BLOCK 1, AMENDED PLAT OF  
LOTS 1 THROUGH 9, INCLUSIVE,  
AND LOTS 12, 13 AND 14, AND  
THE 17-FOOT ALLEY IN BLOCK 1  
OF I&GN RAILROAD ADDITION  
ORIGINAL CITY OF HUTTO  
CAB. EE, SLD. 293, P.R.W.C.T.

[G]  
LOT 1A, BLOCK 9  
RAILROAD ADDITION  
LOTS 1-4, 5 (S/PT)  
AND 7, BLOCK 9 AMENDED PLAT  
DOC. NO. 2015080695  
O.P.R.W.C.T.



| ACREAGE TABLE |         |         |
|---------------|---------|---------|
| LOT #         | ACRE(S) | SQ. FT. |
| 4A            | 3.1995  | 139,369 |
| 4B            | 1.2573  | 54,767  |
| 4C            | 0.0835  | 3,639   |
| 4D            | 0.1153  | 5,024   |
| 5A            | 0.8027  | 34,967  |
| 5B            | 0.5160  | 22,475  |
| 6A-1          | 8.5214  | 371,194 |
| 6A-2          | 0.8130  | 35,415  |
| 6A-3          | 0.3027  | 13,185  |
| 6A-4          | 2.7406  | 119,379 |
| R.O.W.        | 0.0555  | 2,414   |
| TOTAL         | 18.4074 | 801,826 |

Received 11/4/19



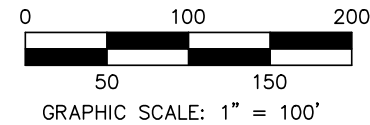
|              |           |
|--------------|-----------|
| Date:        | 11/1/2019 |
| Project:     | 00627     |
| Scale:       | 1" = 100' |
| Reviewer:    | FM        |
| Tech:        | BAP       |
| Field Crew:  | JCR/KDL   |
| Survey Date: | AUG. 2017 |
| Sheet:       | 2 OF 4    |

P:\00627\Drawings\00627\_PLAT--LOTS 4 & 5 AND 6 REPLAT\_REV\_1.dwg





**BENCHMARK NOTE:**  
TBM #2- SQUARE CUT ON TOP OF CONCRETE CURB ON THE SOUTH SIDE OF A DRIVEWAY ON THE WEST SIDE OF EXCHANGE BOULEVARD, ± 420' NORTH OF US HIGHWAY 79. ELEVATION = 656.26

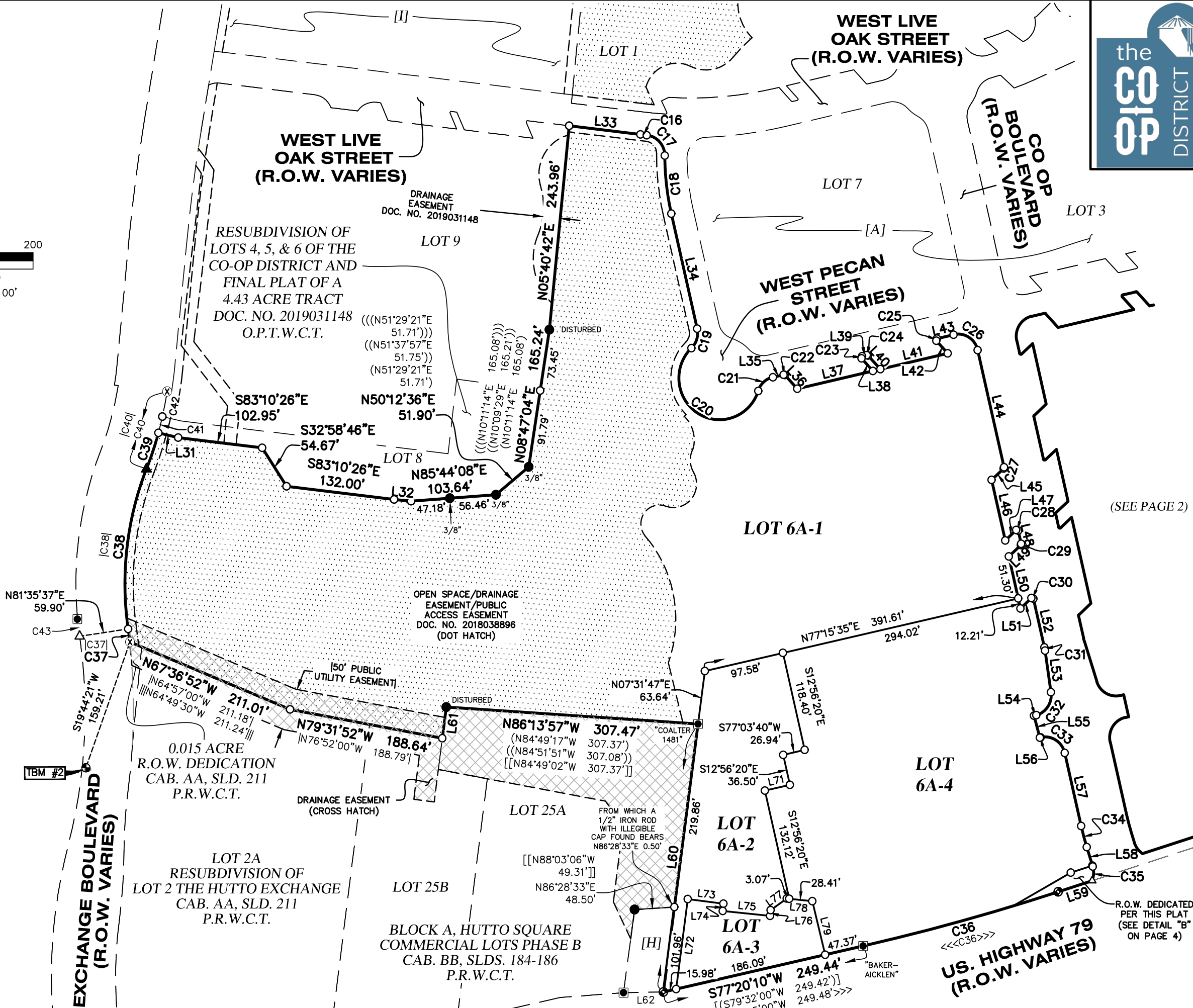


| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L31        | S77°06'12"E | 24.89'  |
| L32        | S84°34'36"E | 20.86'  |
| L33        | S83°11'49"E | 87.36'  |
| L34        | S12°56'20"E | 140.44' |
| L35        | N77°03'40"E | 13.46'  |
| L36        | S42°56'20"E | 22.23'  |
| L37        | N77°03'40"E | 94.69'  |
| L38        | N42°56'20"W | 20.50'  |
| L39        | N77°03'40"E | 5.77'   |
| L40        | S42°56'20"E | 22.23'  |
| L41        | N77°03'40"E | 84.29'  |
| L42        | N42°56'21"W | 20.50'  |
| L43        | N77°03'40"E | 20.82'  |
| L44        | S12°56'20"E | 143.13' |
| L45        | S47°03'40"W | 19.92'  |
| L46        | S12°56'20"E | 73.90'  |
| L47        | N47°03'40"E | 18.19'  |
| L48        | S12°56'20"E | 16.17'  |
| L49        | S47°03'40"W | 19.92'  |
| L50        | S12°56'20"E | 63.51'  |
| L51        | N47°03'40"E | 18.19'  |
| L52        | S12°56'20"E | 59.47'  |
| L53        | S08°21'54"E | 50.08'  |
| L54        | S74°46'13"W | 2.97'   |
| L55        | S15°11'14"E | 27.00'  |
| L56        | N77°03'40"E | 1.00'   |
| L57        | S12°56'20"E | 89.26'  |
| L58        | S17°30'00"E | 24.27'  |
| L59        | S72°19'10"W | 43.37'  |
| L60        | N07°31'47"E | 321.82' |
| L61        | S07°20'38"W | 37.49'  |
| L62        | S89°00'55"W | 48.65'  |
| L71        | S77°03'40"W | 31.17'  |
| L72        | N07°31'47"E | 108.01' |
| L73        | S82°49'10"E | 43.79'  |
| L74        | S05°43'41"W | 8.73'   |
| L75        | S84°12'28"E | 57.97'  |
| L76        | N05°43'41"E | 6.90'   |
| L77        | N54°53'50"E | 23.94'  |
| L78        | S84°16'19"E | 31.48'  |
| L79        | S13°43'34"E | 65.64'  |

| CURVE TABLE |         |           |            |             |          |
|-------------|---------|-----------|------------|-------------|----------|
| CURVE #     | LENGTH  | RADIUS    | DELTA      | BEARING     | DISTANCE |
| C16         | 7.85'   | 513.50'   | 0°52'34"   | S83°38'07"E | 7.85'    |
| C17         | 35.87'  | 24.50'    | 83°53'24"  | S42°07'42"E | 32.75'   |
| C18         | 69.79'  | 313.50'   | 12°45'21"  | S06°33'40"E | 69.65'   |
| C19         | 25.27'  | 24.50'    | 59°06'07"  | S16°36'43"W | 24.17'   |
| C20         | 179.88' | 49.50'    | 208°12'13" | S57°56'20"E | 96.02'   |
| C21         | 25.27'  | 24.50'    | 59°06'07"  | N47°30'36"E | 24.17'   |
| C22         | 1.57'   | 1.50'     | 60°00'00"  | S72°56'20"E | 1.50'    |
| C23         | 3.14'   | 1.50'     | 120°00'00" | N17°03'40"E | 2.60'    |
| C24         | 1.57'   | 1.50'     | 60°00'00"  | S72°56'20"E | 1.50'    |
| C25         | 3.14'   | 1.50'     | 120°00'00" | N17°03'40"E | 2.60'    |
| C26         | 38.48'  | 24.50'    | 89°59'58"  | S57°56'20"E | 34.65'   |
| C27         | 1.57'   | 1.50'     | 60°00'00"  | S17°03'40"W | 1.50'    |
| C28         | 3.14'   | 1.50'     | 120°00'00" | S72°56'20"E | 2.60'    |
| C29         | 1.57'   | 1.50'     | 60°00'00"  | S17°03'40"W | 1.50'    |
| C30         | 3.14'   | 1.50'     | 120°00'00" | S72°56'20"E | 2.60'    |
| C31         | 3.95'   | 49.50'    | 4°34'26"   | S10°39'07"E | 3.95'    |
| C32         | 35.55'  | 24.50'    | 83°08'08"  | S33°12'10"W | 32.51'   |
| C33         | 38.48'  | 24.50'    | 90°00'00"  | S57°56'20"E | 34.65'   |
| C34         | 26.15'  | 328.50'   | 4°33'40"   | S15°13'10"E | 26.14'   |
| C35         | 17.14'  | 24.50'    | 40°04'30"  | S02°32'15"W | 16.79'   |
| C36         | 246.50' | 2,824.79' | 4°59'59"   | S74°47'48"W | 246.42'  |
| C37         | 15.69'  | 680.00'   | 1°19'19"   | N07°41'36"W | 15.69'   |
| C38         | 193.73' | 370.00'   | 29°59'57"  | N06°38'44"E | 191.52'  |
| C39         | 45.57'  | 430.00'   | 6°04'20"   | N18°35'56"E | 45.55'   |
| C40         | 96.13'  | 430.00'   | 12°48'33"  | N15°13'50"E | 95.93'   |
| C41         | 20.01'  | 430.00'   | 2°39'57"   | N14°13'47"E | 20.01'   |
| C42         | 30.55'  | 430.00'   | 4°04'15"   | N10°51'41"E | 30.55'   |
| C43         | 19.38'  | 430.00'   | 2°34'58"   | N07°06'34"W | 19.38'   |

| RECORD CURVE TABLE |         |           |           |             |          |
|--------------------|---------|-----------|-----------|-------------|----------|
| CURVE #            | LENGTH  | RADIUS    | DELTA     | BEARING     | DISTANCE |
| <<<C36>>>          | 246.55' | 2,824.79' | 5°00'03"  | S77°15'00"W | 246.47'  |
| [C37]              | 15.69'  | 680.00'   | 1°19'19"  | N04°50'20"W | 15.69'   |
| [C38]              | 193.74' | 370.00'   | 30°00'02" | N09°30'00"E | 191.53'  |
| [C40]              | 95.84'  | 430.00'   | 12°46'12" | N18°06'54"E | 95.64'   |

Received 11/4/19





STATE OF TEXAS }  
COUNTY OF WILLIAMSON } KNOWN ALL MEN BY THESE PRESENTS:

WE, EDWARD S. BUTLER, REPRESENTATIVE OF 420 US 79, LTD., A TEXAS LIMITED PARTNERSHIP:  
OWNERS OF THE CERTAIN TRACT OF LAND TRACT OF LAND SHOWN HEREON AND DESCRIBED AS  
FOLLOWS:  
BEING ALL OF LOTS 4A, 4B, 5A AND 6A OF THE RESUBDIVISION OF LOTS 4, 5, & 6 OF THE CO-OP  
DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, RECORDED IN DOCUMENT NO. 2019031148 OF THE  
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOTS 4A, 4B, 5A AND 6A  
CONVEYED TO 420 US 79, LTD IN DOCUMENT NO. 2018044838 (O.P.R.W.C.T.)

AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND 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 RESUBDIVISION IS TO BE KNOWN AS

RESUBDIVISION OF LOTS 4A, 4B, 5A, & 6A OF THE  
RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP  
DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

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

BY: EDWARD S. BUTLER, REPRESENTATIVE OF 420 US 79, LTD.  
10095 US 290 EAST  
MANOR, TEXAS 78653

STATE OF TEXAS }  
COUNTY OF WILLIAMSON } KNOWN ALL MEN BY THESE PRESENTS:

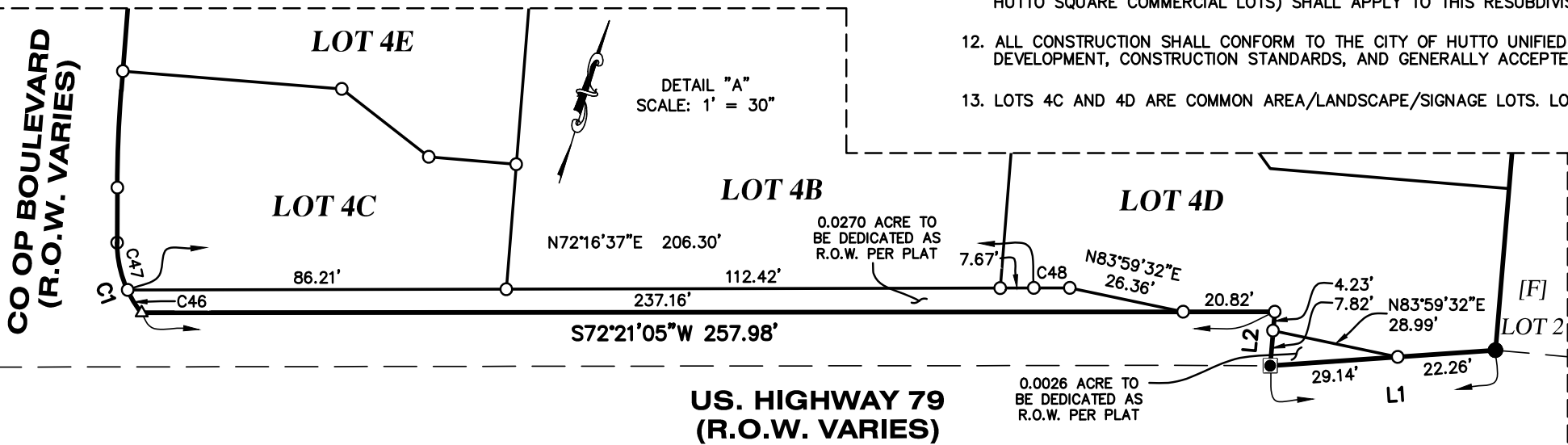
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY, EDWARD S. BUTLER, WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC, THE STATE OF TEXAS

PRINTED NAME \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

| CURVE TABLE |         |           |           |             |          |
|-------------|---------|-----------|-----------|-------------|----------|
| CURVE #     | LENGTH  | RADIUS    | DELTA     | BEARING     | DISTANCE |
| C46         | 5.97'   | 25.00'    | 13°40'22" | N49°34'52"W | 5.95'    |
| C47         | 10.84'  | 25.00'    | 24°50'08" | N30°19'37"W | 10.75'   |
| C48         | 8.19'   | 2,925.46' | 0°09'38"  | N72°21'24"E | 8.19'    |
| C49         | 57.55'  | 2,824.79' | 1°10'03"  | S72°52'49"W | 57.55'   |
| C50         | 188.95' | 2,824.79' | 3°49'57"  | S75°22'49"W | 188.91'  |



STATE OF TEXAS }  
COUNTY OF WILLIAMSON } KNOWN ALL MEN BY THESE PRESENTS:

I, JUDD WILLMANN, REGISTERED 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 AUSTIN, TRAVIS COUNTY, TEXAS, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

JUDD WILLMANN, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 90356  
STATE OF TEXAS  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TEXAS 78735  
512.872.6696

STATE OF TEXAS }  
COUNTY OF WILLIAMSON } KNOWN ALL MEN BY THESE PRESENTS:

I, STEVEN M. DUARTE, REGISTERED PUBLIC SURVEYOR NO. 5940, 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. THE FIELD WORK WAS COMPLETED ON AUGUST 8, 2017.  
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY  
PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A  
FINAL SURVEY DOCUMENT. FOR REVIEW PURPOSES ONLY.

STEVEN M. DUARTE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5940  
4WARD LAND SURVEYING  
2201 WOODWARD STREET, SUITE 2201  
AUSTIN, TEXAS 78744  
512-537-2384

- PLAT NOTES:**
1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT  
UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
  2. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR  
HER ASSIGNS.
  3. A MINIMUM 10 FOOT PUBLIC ACCESS EASEMENT SHALL BE DEDICATED ADJACENT TO ALL PUBLIC RIGHT  
OF WAY AT SITE DEVELOPMENT PERMIT.
  4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND  
WASTEWATER UTILITIES.
  4. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF  
HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO  
THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER  
IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
  5. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:  
WATER: CITY OF HUTTO  
WASTEWATER: CITY OF HUTTO  
ELECTRIC: ONCOR  
GAS (NATURAL OR PROPANE): ATMOS ENERGY/TEXAS COMMUNITY PROPANE  
PHONE/CABLE: TIME WARNER CABLE/CENTURY LINK
  6. THERE ARE NO AREAS OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP  
NUMBER NO.48491C 0520E, DATED SEPTEMBER 26, 2008.
  7. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT  
DEVELOPMENT, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
  8. A PROPERTY OWNER'S ASSOCIATION (POA) WILL BE ESTABLISHED AND IN PLACE PRIOR TO THE FIRST  
BUILDING CERTIFICATE OF OCCUPANCY BEING ISSUED.
  9. ALL OPEN SPACE/DRAINAGE EASEMENTS/PUBLIC UTILITY EASEMENTS WILL BE MAINTAINED BY THE  
PROPERTY OWNER'S ASSOCIATION.
  10. SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND  
SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF  
AT LEAST TEN (10) FEET.
  11. ALL EASEMENTS, COVENANTS AND RESTRICTIONS FROM THE PREVIOUS PLATS (THE CO-OP DISTRICT AND  
HUTTO SQUARE COMMERCIAL LOTS) SHALL APPLY TO THIS RESUBDIVISION PLAT, EXCEPT AS SHOWN.
  12. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT  
DEVELOPMENT, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
  13. LOTS 4C AND 4D ARE COMMON AREA/LANDSCAPE/SIGNAGE LOTS. LOT 6A-3 IS A COMMON AREA LOT.

STREET NAMES APPROVED

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

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

DOUG GAUL, MAYOR \_\_\_\_\_ DATE \_\_\_\_\_ LACIE HALE, CITY SECRETARY \_\_\_\_\_ DATE \_\_\_\_\_

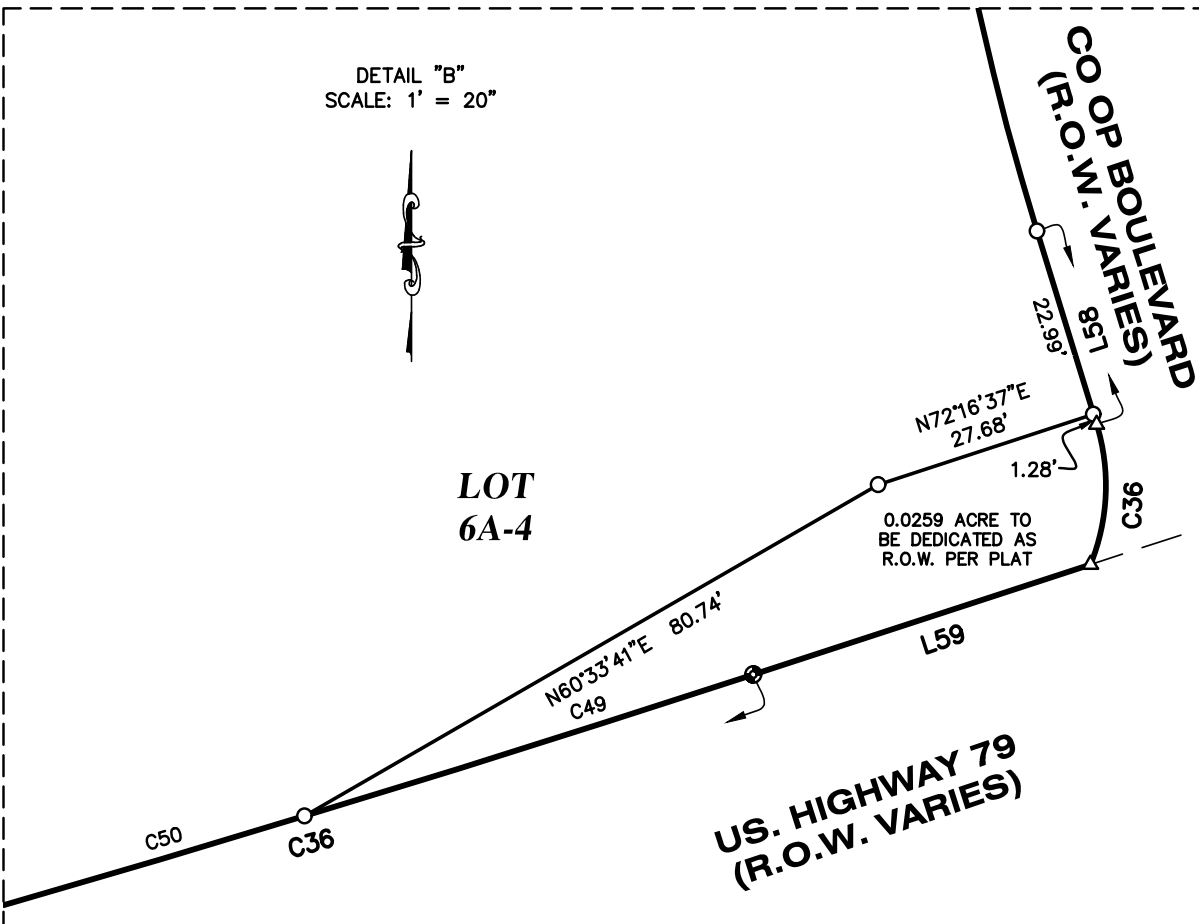
STATE OF TEXAS }  
COUNTY OF WILLIAMSON } KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY E. 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 \_\_\_\_\_ 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 E. RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

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



RESUBDIVISION OF  
LOTS 4A, 4B, 5A, & 6A  
OF THE RESUBDIVISION  
OF LOTS 4, 5 & 6 OF THE  
CO-OP DISTRICT  
AND FINAL PLAT OF A  
4.43 ACRE TRACT

Received 11/4/19



|              |           |
|--------------|-----------|
| Date:        | 11/1/2019 |
| Project:     | 00627     |
| Scale:       | -         |
| Reviewer:    | FM        |
| Tech:        | BAP       |
| Field Crew:  | JCR/KDL   |
| Survey Date: | AUG. 2017 |
| Sheet:       | 4 OF 4    |

P:\00627\Drawg\00627\_PLAT-LOTS 4 5 AND 6 REPLAT\_REV.1.dwg

Regular City Council

## **AGENDA**

### **ITEM 8.F.**



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**To:**

**Subject:** Consideration and possible action to approve the November 7, 2019 City Council meeting minutes. (Lacie Hale)

Regular City Council - 21 Nov 2019

**Meeting:**

**Department:** City Secretary

**Staff Contact:** Lacie Hale City Secretary





**CITY COUNCIL  
MEETING MINUTES  
NOVEMBER 7, 2019**

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*The Hutto City Council met in a special session on Thursday, October 24, 2019, in Council Chambers, City Hall, 500 W. Live Oak, Hutto, TX 78634.*

**CALL SESSION TO ORDER**

*Mayor Gaul called the session to order at 7:00 p.m.*

**ROLL CALL**

*Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Mike Snyder, Councilmember Peter Gordon, Councilmember Patti Martinez and Councilmember Tanner Rose.*

*Members of staff that were present were Odis Jones, City Manager; Michel Sorrell, Assistant City Manager; Byron Frankland, Assistant City Manager; Paul Hall, Chief of Police; Michel Sorrell, Chief Financial Officer; Ashley Lumpkin, Executive Director Infrastructure & Development Services; Jessica Bullock, Director of Economic Development; Emily Parks, Assistant to the City Manager; and Lacie Hale, City Secretary.*

6. **PROCLAMATIONS**

6.A. Proclamation declaring November 30, 2019 as Shop Small Saturday

7. **PUBLIC COMMENT**

*Roxanne Hill, owner of Camp Bow Wow, thanked City Manager Odis Jones for his dedication and hard work.*

*Robin Sutton, 505 East Street, shared her concerns with development and lack of care for the residents.*

8. **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].

8.A. Executive Session, as authorized by Texas Government Code, Section 551.087, Deliberations regarding Economic Development, and Texas Government Code, Section 551.071, Consultation with Attorney, to discuss Project Expansion update.

*Executive Session was held from 7:16 pm to 8:59 pm. No Council action was taken.*

9. **ACTION RELATIVE TO EXECUTIVE SESSION**

9.A. Action item related to Project Expansion update.

**Motion:** Mayor Pro-tem Hines made a motion to approve the mediated settlement in Cause 19-1080-C26 City of Hutto vs. Wolverine. Councilmember Scott Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

**Motion:** Councilmember Gordon motioned to move item 14L next. Councilmember Tanner Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

14.L. Consideration and possible action on report regarding investigation for Place 3 Office of City Councilmember Mike Snyder.

*Nicole Calderone shared it is far past the 30 days and is curious why there wasn't any information after 30 days. She also asked about the cost of the investigation and how submitted concerns are addressed by Council.*

*Robin Sutton, 505 East Street, shared that Councilman Snyder cares about the residents of Hutto.*

**Motion:** Councilmember Tanner Rose made a motion to accept the report and close the investigation. Councilmember Martinez seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

Action: The motion passed with 6 ayes, 0 nays

*Councilmember Snyder recused himself because he is subject to the motion.*

**10. CITY MANAGER COMMENTS**

**10.A. Presentation of Monthly Financials and Travel Expenses (Michel Sorrell)**

*No Council action was taken.*

**Motion:** Councilmember Tanner Rose motioned to pull up 14E and 14I before 10B.  
Councilmember Snyder seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

**14.E. Report back from Planning and Zoning Commission regarding zoning notifications.**

*Dan Thornton of 111 Hilton Street addressed his concerns with building height. He suggested that any building over 4 stories should have a larger notification radius.*

*Nicole Calderone requested Council would consider notifying HOAs for any impacted neighborhoods.*

*No Council action was taken.*

**14.I. Discussion regarding sidewalks in Lakeside Estates.**

*Krystle Kenzie thanked Council for putting this item on the agenda and asked where the funding is coming from.*

*John Kline, of 433 Little Lake, thanked Council for listening and putting this on the agenda.*

*No Council action was taken.*

**10.B Presentation and video regarding the City of Hutto's Development Process. (Ashley Lumpkin)**

**Motion:** Councilmember Gordon motioned to table 10.B. to a future meeting and post the video on the website. Councilmember Martinez seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose



Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

**9. CONSENT AGENDA ITEMS**

- 11.B. Consideration and possible action on a resolution authorizing the City manager to prepare a Municipal Service Plan for the proposed annexation of 10700 FM 1660 South, 156.136 acres, more or less, of land, the current site of both the City of Hutto existing South Wastewater Treatment Plant and the Saul House. (Ashley Lumpkin)
- 11.F. Consideration and possible action approving the minutes of the October 17, 2019 Regular City Council Meeting and October 24, 2019 Special City Council Meeting
- 11.G. Consideration and possible action on a resolution to approve a contract renewal between the City of Hutto and Texas Materials in regard to the purchasing of aggregate for City street bond projects, and general maintenance projects.

**Motion:** Councilmember Snyder motioned to pull 11.A., 11.C., 11.D. and 11.E. from the consent agenda. Councilmember Tanner Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

**Motion:** Councilmember Tanner Rose motioned to approve 11.B., 11.F., and 11.G. on the consent agenda. Councilmember Scott Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

- 11.A. Consideration and possible action on the final reading of an ordinance regarding the proposed annexation of the Pfeiffer Tracts, 27.97 acres, more or less, of land, and to establish base zoning as B-1 (Local Business), located on FM 685. (Ashley Lumpkin)

*Chris Fields, Developer's Representative, requested the item be pulled.*

**Motion:** Mayor Pro-tem Hines motioned to table item 11.A. Councilmember Martinez seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines

Nays Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion failed with 2 ayes, 5 nays

**Motion:** Councilmember Tanner Rose motioned to approve 11.A. with an amendment to the zoning to be Ag. Councilmember Snyder seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

- 11.C. Consideration and possible action for the acceptance of infrastructure improvements for Hutto Crossing 4-9 (Tony Host).

**Motion:** Councilmember Tanner Rose motioned to approve 11.C. Councilmember Scott Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

- 11.D. Consideration and possible action on resolution authorizing the City Manager to approve funds for Fritz Park not to exceed \$4,927,029 (Jeff White).

**Motion:** Councilmember Gordon motioned to table 11.D. to the next meeting to get a cost breakdown. Councilmember Snyder seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

- 11.E. Consideration and possible action on the conditional acceptance of the street, sidewalk, sidewalk ramps, water, wastewater and drainage improvements of Cross Creek Phase 1

**Motion:** Councilmember Martinez motioned to accept the street, sidewalk, sidewalk ramps, water, wastewater and drainage improvements of Cross Creek Phase 1 with the condition that they will install three more pumps. Councilmember Tanner Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez

Nay Councilmember Tanner Rose

**Action:** The motion passed with 6 ayes, 1 nay

## 12. **RESOLUTIONS**

- 12.A. Consideration and possible action on a resolution expressing official intent to reimburse expenses related to constructing, acquiring, improving, renovating, developing and equipping, land, buildings and supporting infrastructure for public safety and communication facilities and constructing, improving, extending, upgrading and/or developing streets, roads and intersections at U.S. FM 1660 North and Limmer Loop, FM 1660 at U.S. 79, FM 1660 South at U.S. 79 and other City Roads (Michel Sorrell)

**Motion:** Councilmember Snyder motioned to table item 12.A. Councilmember Tanner Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose



Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

### 13. **ORDINANCES**

- 13.A. Public hearing, discussion, and possible consideration and approval of the first reading of an ordinance to create Reinvestment Zone No. Two, City of Hutto, Texas, for the purpose of promoting redevelopment within the corporate limits of the City of Hutto.(Jessica Geray)

*Public Hearing was held from 12:14 am to 12:14 am on November 8, 2019.No one spoke.*

**Motion:** Mayor Pro-tem Hines motioned to approve item 13.A. Councilmember Martinez seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

Nay Councilmember Tanner Rose  
Councilmember Mike Snyder

**Action:** The motion passed with 5 ayes, 2 nays

- 13.B. Consideration of a public hearing and possible action on the second and final reading of an ordinance regarding the proposed annexation of Cottonwood Creek, 46.68 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on CR 199. (Ashley Lumpkin)

*Kevin Peirce, Developer's Representative, requested the item be tabled.*

**Motion:** Councilmember Scott Rose motioned to table item 13.B. Mayor Pro-tem Hines seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez

Nay Councilmember Tanner Rose

**Action:** The motion passed with 6 ayes, 1 nay

- 13.C. Consideration and possible action on reading of an ordinance authorizing the issuance and sale of one or more series of City of Hutto, Texas General Obligation Bonds, Series 2019C; authorizing the levy of an advalorem tax in support of said bonds; approving an official statement, the form of a paying agent/registrar agreement and related agreements; establishing procedures for selling and delivering of one or more series of bonds; and other matters related to the issuance of the bonds. (Michel Sorrell)

**Motion:** Councilmember Snyder motioned to table item 13.C. Councilmember Gordon seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

#### 14. **OTHER BUSINESS**

**Motion:** Councilmember Tanner Rose motioned to move item 14.D. up on the agenda. Councilmember Snyder seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

- 14.D. Consideration of and possible appointments to City Boards and Commissions. (Lacie Hale)

**Motion:** Councilmember Tanner Rose motioned to appoint David Westbrook to the Library Advisory Board. Councilmember Snyder seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

**Motion:** Councilmember Martinez motioned to appoint Daniel Thornton to the Parks Advisory Board. Councilmember Tanner Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

**Motion:** Councilmember Gordon motioned to appoint Christopher Adkins to the Ethics Review Commission. Councilmember Snyder seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

14.A. Consideration and possible action on EDC Investigation.

*Nicole Calderone of 305 Mitchell shared that this seems like a bogus charge and asked how much longer this investigation will go.*

**Motion:** Mayor Pro-tem Hines motioned to table this agenda item, asked to use an attorney who specializes in municipal law to clarify if the charter is right or if the code of ordinances is right, regarding the police chief, financial information for any audit that has been done, and whether the investigation is still ongoing. Councilmember Gordon seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

Nay Councilmember Tanner Rose  
Councilmember Mike Snyder

**Action:** The motion passed with 5 ayes, 2 nays



14.B. Consideration and possible action regarding audio recording in Executive Session.

*Robin Sutton of 505 East Street expressed that the most frustrating part about watching the recorded Council meetings is executive session. She encouraged more transparency.*

**Motion:** Councilmember Snyder made a motion to direct staff to bring to the next regularly scheduled meeting a draft ordinance that will provide for the adoption of an audio recording for all executive sessions. The written ordinance also sets forth the procedures used to both record and secure. Councilmember Tanner Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

14.C. Discussion and possible action on Financial Disclosure. (Alecia Mayberry Mosadomi, Assistant City Attorney)

*Nicole Calderone asked if this information will be privileged or available to the public.*

**Motion:** Councilmember Snyder motioned that at the next City Council meeting staff will return with a written ordinance adopting the statute as provided in Councilmember Snyder's motion that was carried in the last meeting, setting December 15 as the deadline in which the first set of financial disclosures under the new ordinance are due, by everyone who is covered, including EDC Board members, EDC Coordinator, and Planning and Zoning Commissioners, with the reporting period being the last 12 months and post online. Councilmember Scott Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

14.F. Consideration and possible action on Alarm Permit Ordinance.

**Motion:** Councilmember Scott Rose motioned to direct staff to review the ordinance, report back to the City Council with suggested changes, and include the revenue. Councilmember Snyder seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

14.G. Discussion and possible action on Council Protocols.

*Nicole Calderone asked if the Council Protocols are available to the public and where can she find it.*

**Motion:** Mayor Gaul motioned to have Councilmember Tanner Rose, Mayor Gaul, and Councilmember Gordon review the agenda process and bring back recommendations to the City Council. Councilmember Scott Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

14.H. Discussion and possible action on Police Metrics Update.

**Motion:** Councilmember Tanner Rose motioned to pull item 14.H. Mayor Pro-tem Hines seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

14.J. Review of upcoming agenda items.

*Nicole Calderone would like the forensic financial audit to be on a future agenda.  
Robin Sutton would like to see a release of public records on an upcoming agenda.*

**Motion:** Councilmember Snyder motioned to table item 14.G. Councilmember Tanner Rose seconded the motion.

**Vote:** Ayes Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

**Action:** The motion passed with 7 ayes, 0 nays

14.K. Consideration and possible action related to City Staff, Council travel and other financial matters.

*Nicole Calderone shared that she hasn't seen enforcement of accountability and would like the Osborn Report released.*

**Motion:** Councilmember Snyder motioned to hire an outside third-party independent firm that specializes in financial matters in forensic auditing to look into our spending habits of city council, city manager's office, and city in general to give a report for the past 12 months, that we can publish whatever it says to the citizens. Councilmember Tanner Rose seconded the motion.

**Vote:** Ayes Councilmember Scott Rose  
Councilmember Mike Snyder  
Councilmember Peter Gordon  
Councilmember Patti Martinez  
Councilmember Tanner Rose

Nay Mayor Doug Gaul  
Mayor Pro-tem Tom Hines

**Action:** The motion passed with 5 ayes, 2 nays

15. **ADJOURNMENT**

*There being no further business to be heard, the meeting was adjourned at 2:24 a.m. on Friday, November 8, 2019.*



**CITY OF HUTTO**

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Doug Gaul, Mayor

**ATTESTED:**

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Lacie Hale, City Secretary

Regular City Council  
**AGENDA ITEM**  
**9.A.**



**To:** City Council  
**Subject:** Consideration of a public hearing and possible action on the first reading of an ordinance approving a specific use permit for the property located at 103 East Live Oak Street, 0.29 acres, more or less, of land, Lots 9 of the McGee's 2nd Addition Subdivision, allowing live-work within the OT-3 (Residential) Transect Zone.(Ashley Lumpkin)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

**BACKGROUND INFORMATION:**

**Property Owner:** Glen Pierce  
**Current Land Use:** Residential  
**Proposed Land Use:** Residential (Dwelling: live-work)  
**Future Land Use Designation:** Residential  
**Current Zoning:** Residential (OT-3)  
**Surrounding Land Use and Zoning:**

**North:** Residential (OT-3), existing single-family

**South:** Residential (OT-3), existing single-family

**East:** Residential (OT-3), East Street ROW, undeveloped

**West:** Residential (OT-3), existing single-family

**Summary of Request**

The property is approximately 0.29 acres of land and is currently zoned for residential. Currently, the use is residential (OT-3). The applicant recently went to the Historic Preservation Commission, where a Certificate of Appropriateness was issued to build a new residential home on the property. The existing house will be removed. A variance was issued by the Zoning Board of Adjustment to allow for the front setback to be 31.2 feet instead of the required 15-25 feet, in order to preserve a tree. The site is located at the southwest corner of East Live Oak Street and Church Street.

The applicant is requesting a specific use permit (SUP) to allow for a dwelling: live-work. Section 10.306.6.1 of the Unified Development Code defines Dwelling, live-work as a dwelling where limited commercial use operated by a member of the household that lives in the unit is permitted.

A Specific Use Permit request is evaluated with the following criteria:

- The proposed use conforms to this code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
  - The current Future Land Use Map identifies this area as residential. The requested use is in compliance.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.

- The proposed use is permitted by SUP in the OT-3 zoning district per UDC.
- The site is a legal building lot.
  - The property is a legally platted and appropriate for development. A new residential home will be built on the property.

The nature of the business, is to wholesale custom made hats or online purchases for the most part; the business is not dependent on walk-up or drive-up customers, but appointments. There will be a show room and display area for the hats on site. Traffic will be very low, as the applicant does not expect more than one person coming to the house at any one time.

Site plan, building plans and landscaping will be reviewed for code compliance during the permitting process. A specific use permit approval does not run with the land, and expires with the end of the approved use.

All property owners within 200-feet have been notified by mail of the proposed specific use permit request. If responses are submitted staff will share them at the meeting, at the time of publishing the packet, staff had not received any communication for or against the request. Published notice of the request was placed in the Taylor Daily Press and on the City of Hutto website.

#### **RECOMMENDATION:**

Staff recommends that the Council approve the first reading of the ordinance. The Council may dispense with the second reading of the ordinance.

#### **ATTACHMENTS:**

[103ELiveOakSt\(SiteMap\)](#)  
[PHNotice-103ELiveOakSt-SUP\(CC\)](#)  
[\(Ord\)103ELiveOakSt-SUP\(Complete\)](#)

103 East Live Oak Street



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.





**PUBLIC NOTICE  
NOTICE OF A PUBLIC HEARING**

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

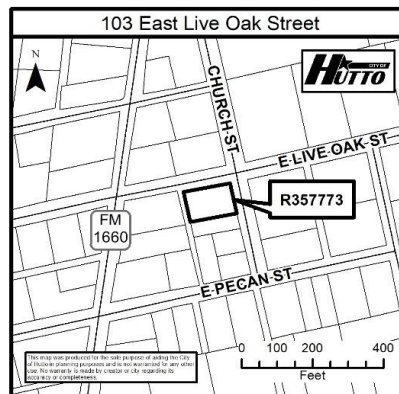
The request for a Specific Use Permit to allow live-work in the OT-3 transect zone at 103 East Live Oak Street, Lot 9 of the McGee 2nd Addition, located at the corner of East Live Oak Street and Church Street.

A public hearing will be held on  
**November 21, 2019 at 7:00 p.m.**

Hutto City Hall  
500 W. Live Oak St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or [planning@huttotx.gov](mailto:planning@huttotx.gov)

Publication Date: November 3, 2019



## **ORDINANCE NO.**

**AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW LIVE-WORK IN THE OT-3 (RESIDENTIAL) TRANSECT ZONE AT 103 EAST LIVE OAK STREET, 0.29 ACRES, MORE OR LESS, OF LAND, LOT 9 OF THE MEGEE'S 2ND ADDITION SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.**

**WHEREAS**, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow live-work in the OT-3 (Residential) Transect Zone at the property known as 103 East Live Oak Street, Lot 9 of the McGee's 2<sup>nd</sup> Addition Subdivision, described in Exhibit "A", being attached hereto and incorporated herein, and;

**WHEREAS**, on the 5th day of November, 2019, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 5th day of November, 2019, and;

**WHEREAS**, on the 21st day of November, 2019, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

**WHEREAS**, the City Council determines that the regulations provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

### **SECTION I.**

#### **1.**

In accordance with the Unified Development Code Sections 10.203.18 and 10.204.2, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

##### **10.203.18.3 Criteria**

- The proposed use conforms to the Unified Development Code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- The site is a legal building lot.

##### **10.203.18.5 Conditions**

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.
- Specific use permit approval does not run with the land, and expires with the end of the approved use.

#### 10.203.18.6 Amendments

- Technical or engineering considerations during construction may call for minor deviations from approved specific use permits. Development Services staff may approve minor deviations if they conform to City regulations, and are consistent with the intent of the original specific use permit approval.
- Changes to approved specific use permits that Development Services staff finds are not minor deviations, including Planning and Zoning Commission imposed conditions, require approval through specific use permit review process, requiring a new application.

#### 10.204.2 Effective date and expiration

- Specific use permits expire one (1) year from the date of approval by City Council.

#### 2.

This Specific Use Permit request is subject to the conditions as identified by the City Council and incorporated herein. No permits shall be issued unless all of the following requirements are satisfied:

- Any future development, other than the use specified for this request, on the lot is required to obtain City Council approval prior to permitting.

### **SECTION II. Publication Clause**

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 III. Severability Clause**

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

### **SECTION IV. Repealing Clause**

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

### **SECTION V. Open Meeting Clause**

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 formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**SECTION VI. Effective Date**

This ordinance shall take effect and be in force from and after its passage.

**READ** and **APPROVED** on first reading on this the **21st** day of **November, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, PASSED** and **ADOPTED** on first reading of ordinance this **21st** day of **November, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

Attest:

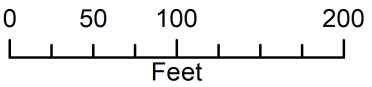
\_\_\_\_\_  
Lacie Hale, City Secretary



103 East Live Oak Street



Map Document: (K:\SITE LOCATION MAPS\2019 Site  
Location Maps\Old\_Town\103\_East\_Live\_Oak\_Street.mxd)  
10/7/2019 -- 9:47:54 AM



Regular City Council  
**AGENDA ITEM**  
**9.B.**



**To:** City Council  
**Subject:** Consideration of a public hearing and possible action on the first reading of an ordinance approving the proposed Cottonwood Creek Planned Unit Development (PUD) Amendment, 370.36 acres, more or less, of land, located on CR 199. (Ashley Lumpkin)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

**BACKGROUND INFORMATION:**

**Description:**

Cottonwood Creek is an approximately 370.36 acres of land located south of US 79. west of CR 132, and east of Cross Creek. The proposed PUD contains Single-Family residential lots.

The Leschber tract (R020578 on the notification map) is being annexed and incorporated into the PUD.

**Owner:** Hutto 372 LTD

**Applicant:** Amanda Brown

**Current Zoning:** Cottonwood Creek Planned Unit Development

**Proposed Zoning:** Planned Unit Development

**Surrounding Zoning and Land Use:**

**North:** ETJ

**East:** ETJ (With Development Agreement)

**South:** ETJ (With Development Agreement)

**West:** PUD (Cross Creek PUD)

**Summary of Request:**

The proposed amendment to the PUD allows for single-family residential and incorporates an approximate 46 acre tract that is currently being voluntarily annexed into the City of Hutto. The amendment also provides a larger dedication of right-of-way for the expansion of CR 132.

**Staff Review:**

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable than what would result from strict application of the UDC. Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD amendments against the required criteria.

1. *The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.*

The proposed PUD amendments are consistent with the desired flexibility guidelines of the existing Cottonwood Creek district, yet provide additional guidelines and regulations to continue the patterns and growth within the District. The proposed amendments give the commercial areas of the development more flexibility in design, and the new wayfinding signage will enhance the overall sense of community within the district.

2. *The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.*

The uses within the existing PUD will not change. The entire Cottonwood Creek Development does not adversely affect the land or City of Hutto.

3. *The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.*

The proposed Cottonwood Creek PUD Amendment contains a large dedication of land to the City for open space.

4. *The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development of the site.*

These PUD amendments provide clear and concise standards for an intense, dense development, with active open space and design guidelines to provide a cohesive, pedestrian-oriented commercial district.

5. *The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.*

The proposed development amendments include guidelines for increased street connectivity and overall site guidelines that are designed to minimize hazards while promoting a sense of community. The new standards will not negatively affect the health, safety, and general welfare of the community.

6. *The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.*

The proposed amendments do not affect the existing plats for the development. The development will continue to meet Code standards.

7. *The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.*

The proposed amendments do not affect the existing infrastructure plans for the development. The development will continue to meet Code standards.

8. *PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.*

The proposed amendments do not allow for non-compatible development within the community. New construction must conform to the design guidelines already approved with the existing PUD Development Plan.

All property owners within 200 feet of the boundary of the development have been notified by mail of the proposed zoning change.

Notice was published in the Taylor Daily Press. Notice has also been posted on the City of Hutto website.

**RECOMMENDATION:**

Staff recommends that the City Council approve the first reading of the ordinance. The Council may dispense with the second reading of the ordinance.

**ATTACHMENTS:**

[CottonwoodCreek\(SiteMap\)](#)

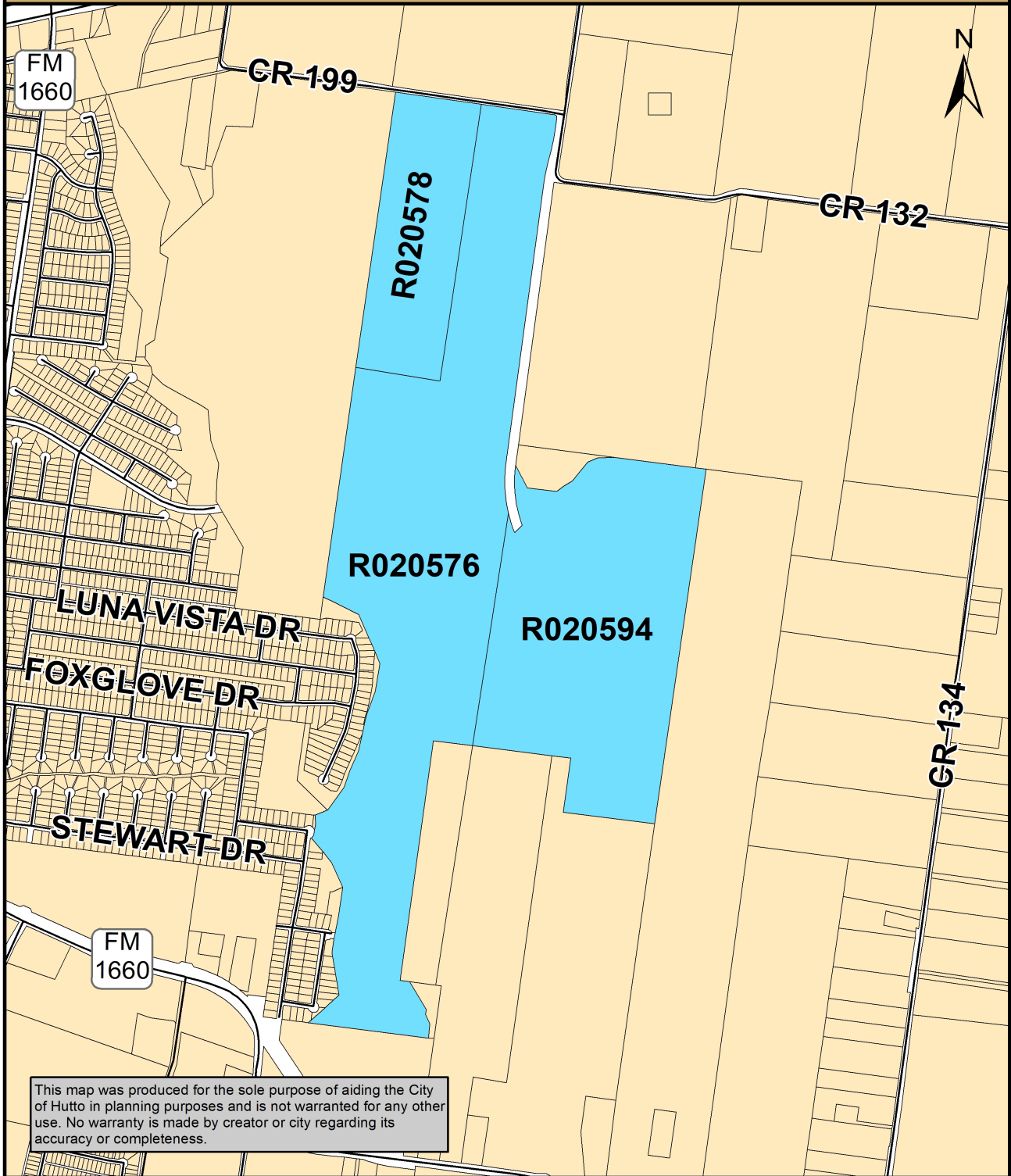
[CCPUDAmend3\(Notice\)CC-2nd](#)

[Cottonwood Creek Future Land Use Map](#)

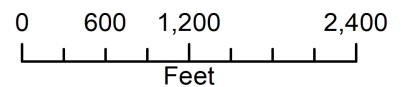
[CCPUDAmend\(Ord\)Complete](#)



# Cottonwood Creek



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 Site Location Maps\CR\_199\Cottonwood\_Creek.mxd)  
 6/18/2019 -- 8:25:58 AM



## PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO  
ALL INTERESTED PERSONS  
THAT THE HUTTO CITY COUNCIL WILL  
HOLD A PUBLIC HEARING REGARDING:

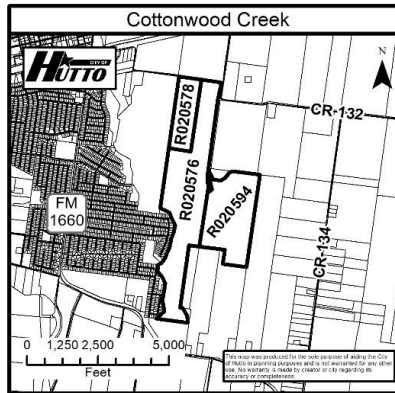
Planned Unit Development (PUD) zoning  
ordinance amendment request for the  
property known as **Cottonwood Creek  
Planned Unit Development (PUD)**  
**Amendment #3**, 370.36 acres, more or less,  
of land, located on CR 199.

The public hearing will be held on:  
November 21, 2019 at 7:00 p.m.

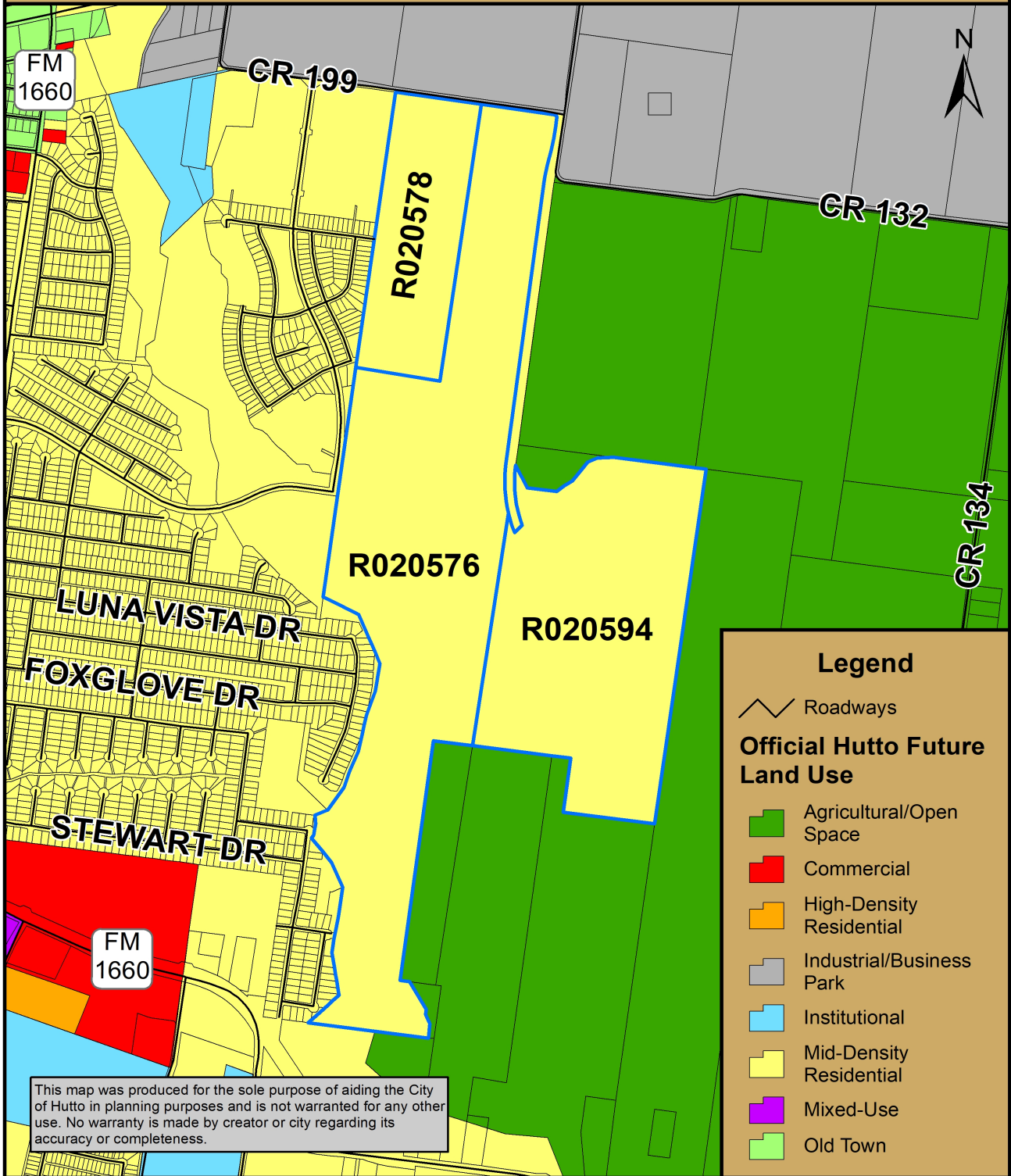
Hutto City Hall  
500 W. Live Oak St., Hutto, Texas

For additional information the public  
may contact Development Services at  
512-759-3479 or [planning@huttotx.gov](mailto:planning@huttotx.gov)

Publication Date: November 3, 2019



# Cottonwood Creek



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## ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE COTTONWOOD CREEK PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE ADOPTED IN ORDINANCE NO. 06-024-00 (KNOWN AS THE MEADOWS AT COTTONWOOD CREEK), BY REPLACING THE DEVELOPMENT PLAN WITH THE REVISED PLAN ATTACHED AS EXHIBIT "B" AND ATTACHED HERETO, FOR 370.36 ACRES, MORE OR LESS, OF LAND, IN HUTTO, WILLIAMSON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

**WHEREAS**, a request has been made to the City Council of the City of Hutto, Texas to amend the Meadows At Cottonwood Creek Planned Unit Development (PUD) by renaming the PUD to Cottonwood Creek PUD and replacing the Development Plan with the revised plan attached as **Exhibit "B"** being attached hereto and incorporated herein, and;

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed amendment on the 5th day of November, 2019, and;

**WHEREAS**, on the 21st day of November, 2019, after proper notification, the City Council held a public hearing on the requested amendment, and;

**WHEREAS**, the City Council determines that the zoning ordinance amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

**WHEREAS**, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

### SECTION I.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
- 2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
- 3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
- 4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and



- 5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and
- 6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
- 7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
- 8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

That the now named Cottonwood Creek Planned Unit Development (PUD) is hereby amended for the property described in the **Exhibit "A"**, attached hereto and incorporated herein, and the Development Plan attached hereto as **Exhibit "B"** and incorporated herein.

#### **SECTION II. Publication Clause**

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 III. Severability Clause**

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

#### **SECTION IV. Repealing Clause**

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

#### **SECTION V. Open Meeting Clause**

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 formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**SECTION VI. Effective Date**

This ordinance shall take effect and be in force from and after its passage.

**READ** and **APPROVED** on first reading on this the **21st** day of **November, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, PASSED** and **ADOPTED** on first reading of ordinance this **21st** day of **November, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**THE CITY OF HUTTO, TEXAS**

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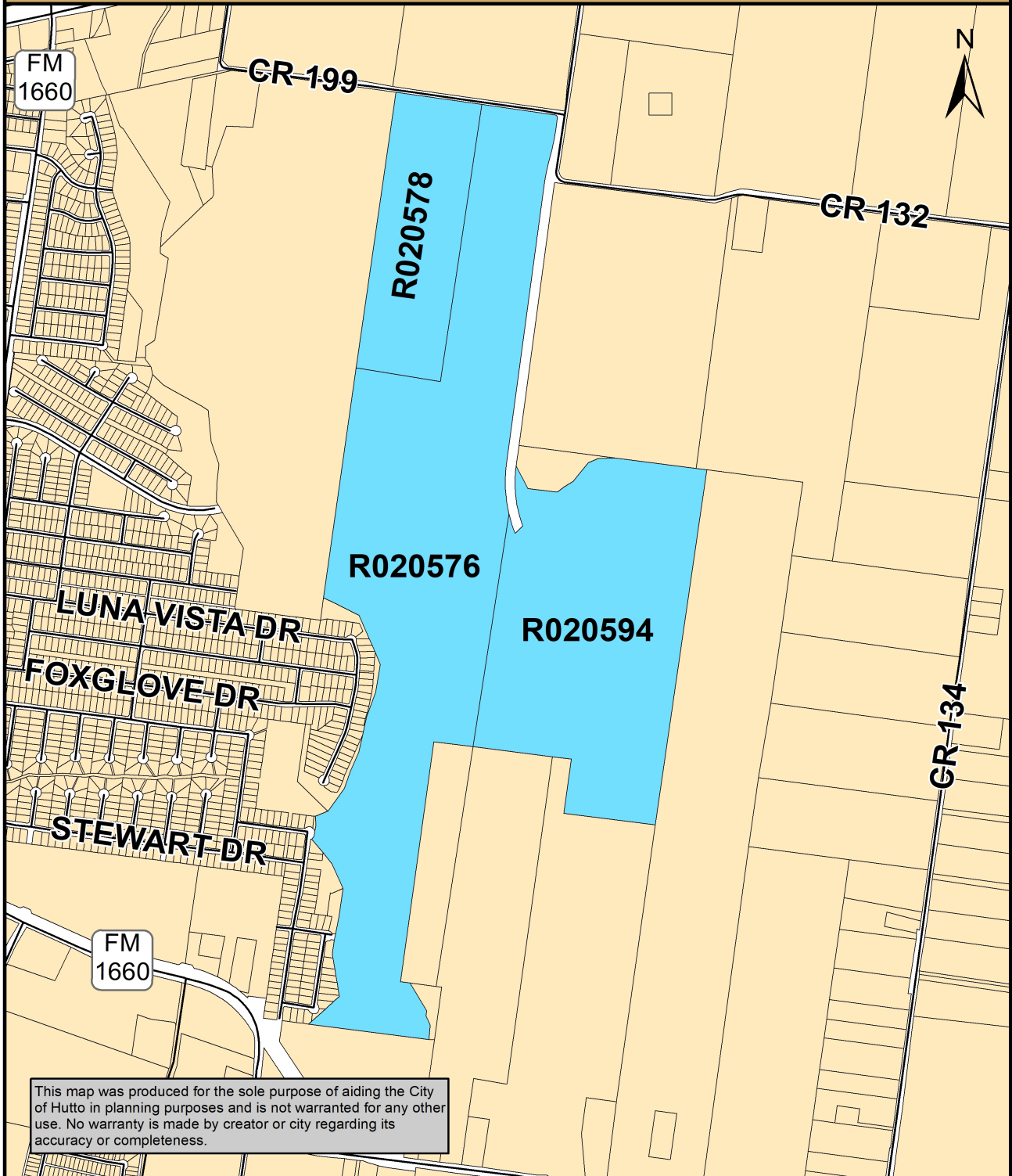
Doug Gaul, Mayor

Attest:

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Lacie Hale, City Secretary

# Cottonwood Creek



Map Document: (K:\SITE LOCATION MAPS\2019  
Site Location Maps\CR\_199\Cottonwood\_Creek.mxd)  
6/18/2019 -- 8:25:58 AM



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SECOND AMENDMENT  
TO DEVELOPMENT PLAN  
(MEADOWS OF COTTONWOOD CREEK  
PLANNED UNIT DEVELOPMENT)

THIS SECOND AMENDMENT TO DEVELOPMENT PLAN (this “Second Amendment”) is made and entered by and between the **CITY OF HUTTO, TEXAS**, a Texas municipal corporation, (hereinafter referred to as the “City”), and **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership and its successors and assigns, (hereafter referred to as the “Developer”).

- A. Article II as contained in the First Amendment is hereby deleted and replaced with the following:

II.

**DEVELOPMENT PLAN**

1. **DEFINITIONS**

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, of the City of Hutto, Texas, in effect as of June 20, 2005, as amended (hereinafter referred to as “**the Code**”). The captions used as headings for paragraphs are for convenience only and are not to be used in interpreting this Plan.

2. **PROPERTY**

This Development Plan covers approximately 370.36 acres of land, located within the city limits of Hutto, Texas, and more particularly described by metes and bounds in **Exhibit “A”**, attached hereto.

3. **APPLICABILITY OF CITY ORDINANCES**

3.1 **Zoning and Subdivision Ordinances**

The Property, including all subsequent additions, shall be regulated for purposes of zoning and subdivision by this Development Plan. All aspects not specifically covered by this Development Plan shall be regulated by applicable sections of the Code. If there is a conflict between this Development Plan and the Code, this Plan and Development Plan shall supersede the specific conflicting provisions of the Code.

3.2 **Other Ordinances**

**Deleted: ¶**

WHEREAS, the Developer is the owner of certain real property consisting of 370.36 acres, as more particularly described in **Exhibit “A”**, (hereinafter referred to as the “Property”) attached hereto and made a part hereof;¶  
WHEREAS, the City approved the request to zone the Property as PUD on \_\_\_\_, 200\_\_ pursuant to Ordinance No. 2006-17;¶

WHEREAS, the City approved a First Amendment Agreement And Development Plan Meadows of Cottonwood Creek Planned Unit Development on \_\_\_\_, 200\_\_ pursuant to Ordinance No. 06-024-00 (the “First Amendment”);¶  
WHEREAS, on \_\_\_\_, 2019, Developer submitted a request to the City to approve this Second Amendment; and¶  
WHEREAS, on November 5, 2019 the City’s Planning and Zoning Commission recommend approval of the Second Amendment; and¶

WHEREAS, the City Council has reviewed the Second Amendment and determined that it promotes the health, safety, and general welfare of the citizens of Hutto and that it complies with the Planned Unit Development Ordinance of the City.¶

NOW THEREFORE BY THIS AGREEMENT  
WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Developer agree to modify the Development Plan as follows :¶  
¶



Except as clearly modified by this Development Plan, all other applicable ordinances of the Code shall apply to the Property.

4. **PERMITTED USES**

The Property shall be used and developed as shown in **Exhibits “C” and “D”**, attached hereto and incorporated herein. **Exhibit “C”** depicts the Land Use Plan for the Property. **Exhibit “D”** depicts the development standards within the Property. **Exhibits “C” and “D”** are incorporated into and made a part of the Development Plan.

5. **UNDERGROUND UTILITY SERVICE**

All subdivision utility lines installed must be underground to connection points, except for those providing temporary service, to the extent the underground lines can be provided by the utility service provider.

6. **STREET DESIGN**

The streets within the PUD shall be constructed pursuant to City standards and shall conform to the design shown below. All right-of-way shown shall be dedicated to the public by recordation of the final plats for each approved section or phase or by separate instrument.

**Right of Way Width:**

|                                |     |
|--------------------------------|-----|
| Residential Streets:           | 50' |
| Residential Collector Streets: | 60' |
| Carl Stern Drive:              | 80' |
| Branson Pass:                  | 82' |

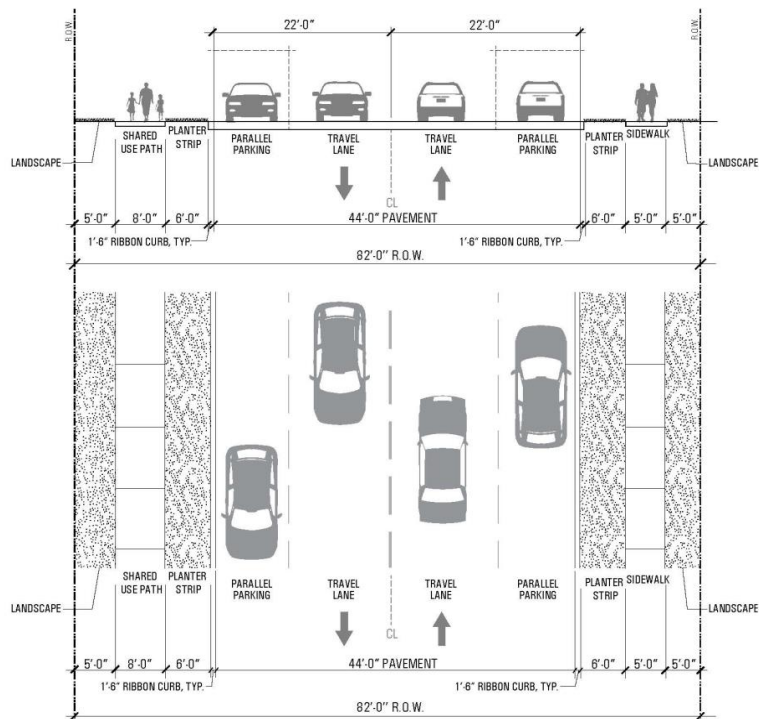
**Pavement Width:**

|                                |                                                                           |
|--------------------------------|---------------------------------------------------------------------------|
| Residential Streets:           | 30' B-B <sup>1</sup>                                                      |
| Residential Collector Streets: | 40' B-B                                                                   |
| Carl Stern Drive               | 44' B-B                                                                   |
| Branson Pass                   | 44' of asphalt paving with 18" of ribbon curb on each side (See Figure A) |

<sup>1</sup> "B-B" - back of curb to back of curb for measuring the pavement width.

**Figure A**

3



**Notes:**  
 No parallel parking at intersections to provide for turn lane.  
 Alignment of shared use path and sidewalk may vary within landscape areas.  
 Street design may be modified as necessary during final design.



**exhibit A**  
 cottonwood  
 creek PUD

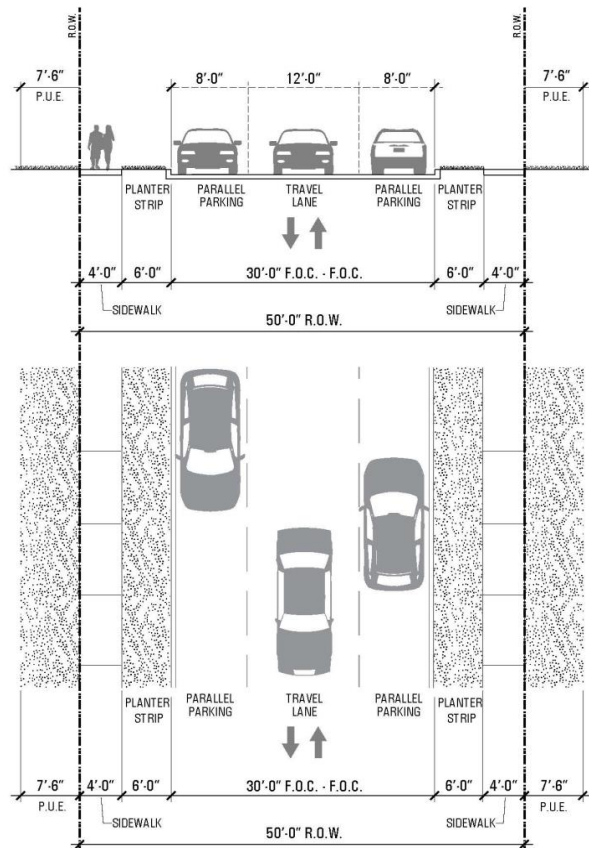
branson pass -  
 typical 82' R.O.W.  
 street section

North Arrow  
 08/12/2014  
 LA 10101

TBG  
 10000 4th St.  
 Suite 100  
 San Diego, CA 92121  
 619.594.1111  
 www.tbgsd.com

This document is the property of TBG. It is to be used for the project only and is not to be distributed outside the project team.

not to scale



**Note:**  
Street design may be modified as  
necessary during final design.



**exhibit B**  
cottonwood  
creek PUD

local residential -  
typical 50' R.O.W.  
street section

North Arrow  
DATE: 11/11/11  
L.A. 11/11/11

TBG  
11111 11111  
11111 11111  
11111 11111  
11111 11111

The information contained herein is  
for informational purposes only and is  
not intended to be used for any other  
purpose without written consent.

not to scale



**Pavement Design:**

Streets, Drainage and Utility facilities serving this PUD shall be designed in accordance with the City of Hutto design standards as of December, 2002, as amended.

The pavement design thickness shall be approved by the City Engineer upon the review of the recommendations of a Registered Professional Engineer qualified in the field of geotechnical engineering and pavement design.

A connection to Waterway Avenue from the Cross Creek Project shall be provided in the approximate location shown on the Land Use Plan attached as **Exhibit “C”**.

Sidewalks will be provided on both sides of all streets.

15' of additional ROW along CR 199 will be dedicated. In addition, sixty-eight (68) feet of additional ROW along CR 132 and the easternmost boundary line of the property will be dedicated; provided however the exact dimensions may be adjusted as necessary for alignment and topography and will be addressed in the final design of the roadway, but will be substantially 68' of additional ROW.

Each phase of the Project, as shown on the Land Use Plan, shall have two immediate points of access.

7. **PARKLAND AND LANDSCAPING**

7.1 **Parkland and Drainage System**

Notwithstanding any provisions in the City Code to the contrary, it is agreed that the parkland dedication requirements for the Property shall be met in full by providing the following:

The surface area contained within pipeline and other easements, which are left in a vegetative state, and shall be counted towards open space requirements.

The developer agrees to offer for dedication approximately 83 acres of land along and adjacent to the portion of Cottonwood Creek located within the Property to the City. The Developer shall additionally designate approximately 25 acres of land to be owned and maintained by a homeowner's association set up in accordance with the terms of this Plan and applicable State Law.

7.2 **Landscaping**

Landscaping details and standards shall conform to the requirements provided for in **Exhibit “D”** of this document. Areas within public right-of-way must be

landscaped only in accordance with a plan and a license agreement reasonably approved by the City and Developer.

There shall be a Landscape area not less than five (5) feet in width to be left as vegetative and landscape area to enhance the Branson Pass corridor.

9. **HOMEOWNERS ASSOCIATION**

Developer shall create one or more homeowner's association(s) ("HOA"), in form and substance of Developer's choosing with assessment sufficient to pay routine maintenance of common areas in the PUD, as per the Texas Property Code for such associations.

10. **EXHIBITS**

Exhibit A – Property Description  
Exhibit B – Consent of Lienholder  
Exhibit C – Land Use Plan  
Exhibit D – Development Standards Single Family Residential Parcels

B. Exhibits A, C, and D attached to the First Amendment to the Development Plan shall be replaced by Exhibits A, C, and D attached hereto. Exhibit E attached to the First Amendment to Development Plan is hereby deleted in its entirety.

**Deleted: 8. SIGNS**

¶ Signs shall be designed as to not obstruct the sight distance at an intersection or driveway.¶

¶ Signs denoting or identifying the subdivision and enclaves/neighborhoods within the Plan shall be monument signs and will be placed within sign easements or common area lots as shown and dedicated by the individual final plats for each section. The respective homeowner's association responsible for that area shall perform maintenance of the residential signs in accordance with applicable sign ordinances of the City.¶

¶ Signs for commercial/office properties shall be limited to 200 square feet and shall not exceed 28 feet from the finished grade at the base of the sign. Wall signs shall not exceed 20% of the wall area to which the sign is attached. No neon or reflective materials shall be permitted for commercial wall mounted signs

**Deleted: . ¶**

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: \_\_\_\_\_

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

CITY OF HUTTO

By: \_\_\_\_\_  
Doug Gaul, Mayor

ATTEST:

By: \_\_\_\_\_  
Lacie Hale, City Secretary

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, in the capacity of \_\_\_\_\_ of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, in the capacity of \_\_\_\_\_ of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary  
My commission expires: \_\_\_\_\_

STATE OF TEXAS           §  
                                     §  
COUNTY OF WILLIAMSON   §

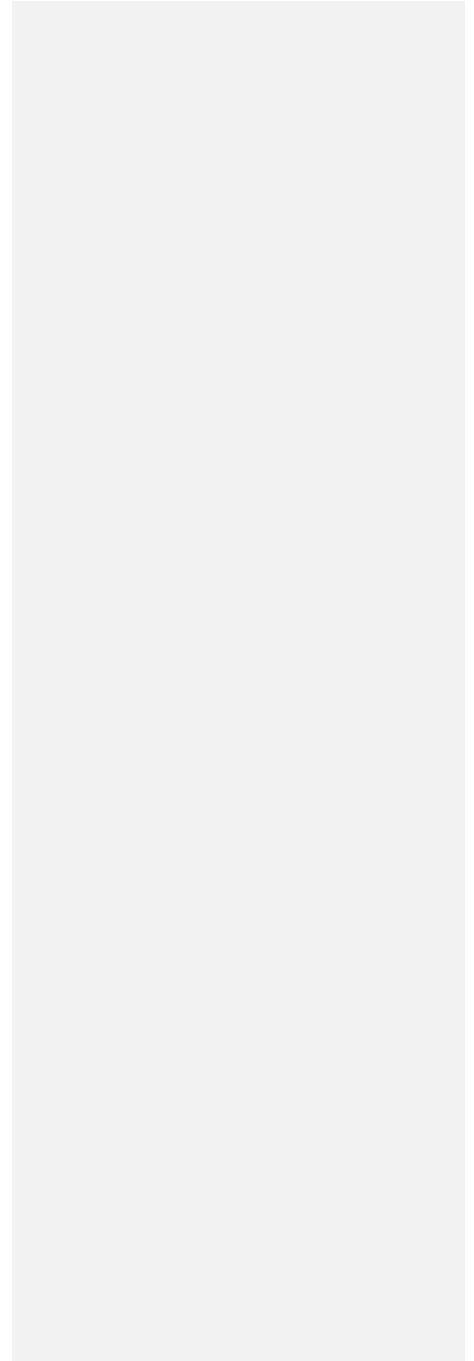
THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Doug Gaul, in the capacity of Mayor of the City of Hutto, Texas.

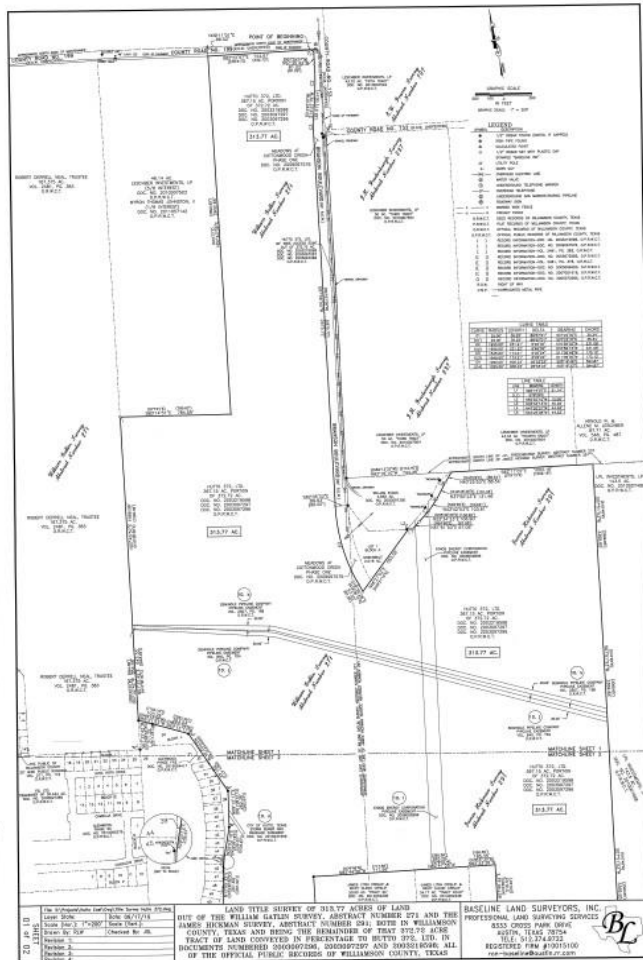
\_\_\_\_\_  
Notary Public in and for  
The State of Texas

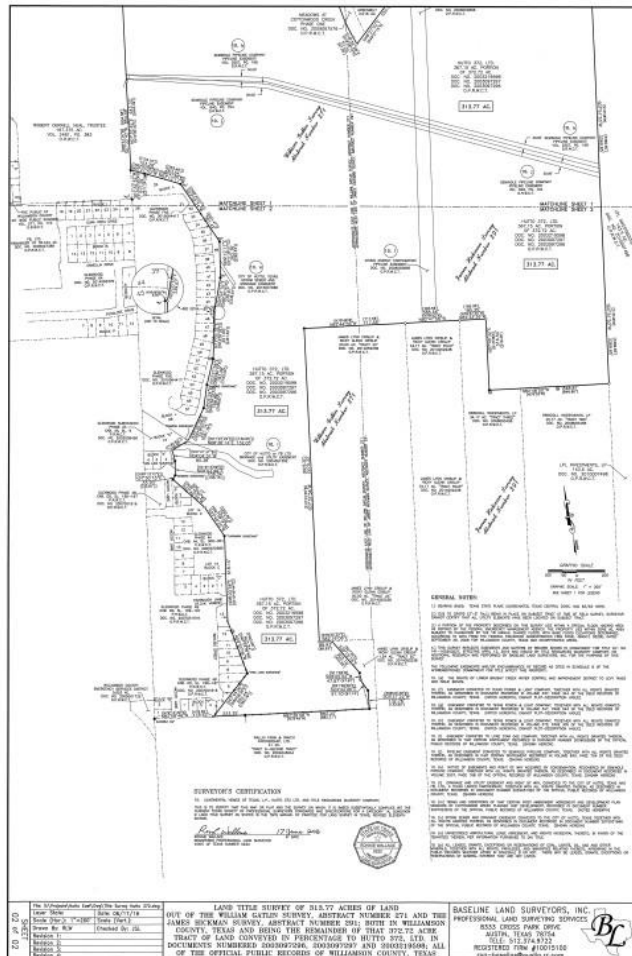
\_\_\_\_\_  
Printed/typed name of Notary  
My commission expires: \_\_\_\_\_

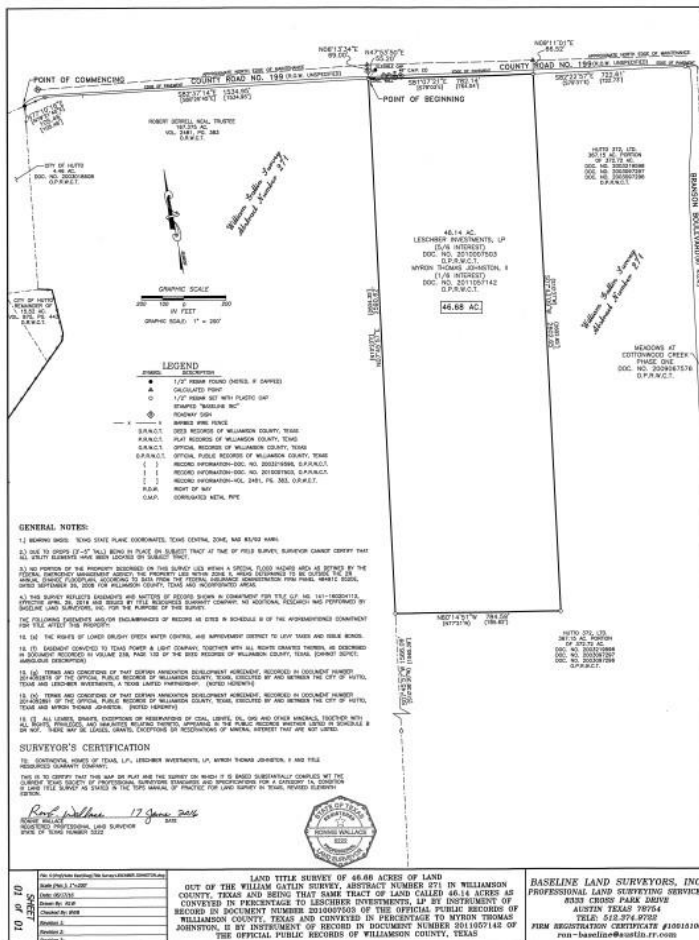


**EXHIBIT "A"**









**EXHIBIT "C"**

**Land Use Plan**





**EXHIBIT “D”**

**DEVELOPMENT STANDARDS**

**SINGLE FAMILY RESIDENTIAL PARCELS**

1. **DEVELOPMENT STANDARDS**

Single Family Residential Parcels, as generally identified on **Exhibit “C”**, shall be developed for Single Family Residential uses as permitted in the City of Hutto SF-1, Zoning District. Development standards for this development shall be those contained in the SF-1 Zoning District, except as stated herein. No manufactured homes shall be located within the PUD.

All residential structures shall be a minimum of 50% masonry such as native stone, rock or brick.

2. **MINIMUM LOT SIZE, HOME SIZE, SETBACKS AND EASEMENTS**

Minimum lot sizes are set out for this Development as shown on **Table “1”** of this document.

Minimum home size (exclusive of garages) shall be as shown in **Table “1”** attached hereto.

Building setbacks. Front setback lines along the street shall be varied to encourage a variation of street appearance. The front porches and second stories of residences may encroach into the front building setback a maximum of three (3') feet for Lots with a 20 foot building setback line and eight (8) feet for Lots with a twenty five (25') or greater front setback line. All other setbacks are set forth and shown in Table “1” attached hereto.

10' PUE's are prohibited on rear lot lines.

3. **FENCES**

There shall be a minimum six (6') foot high fence along the rear lot lines of all residential lots that back up to the portion of Branson Pass shown within the Property on **Exhibit “C”**. Where required in this section, fencing along Branson Pass shall be constructed of masonry or wrought iron with stone or brick columns. All columns shall be set in concrete to ensure a sturdy and durable fence and shall be located every 50 feet. Fencing in yards other than street yards shall be constructed of wood, woodcrete, masonry or wrought iron. All fence posts shall be either masonry, rust resistant steel, treated wood or similar material set in concrete. The finished side of all perimeter fencing shall face the street.

4. **LANDSCAPE**

A minimum of two (2) trees shall be planted within the front yard area. Street trees shall be planted at intervals of 25-feet to 40-feet apart. Street trees shall have a minimum caliper size of 2-inches and shall be ~~selected from~~ approved in the Hutto Unified Development Code (UDC).

All areas of a platted lot, for which a Certificate of Occupancy has been issued, and which do not contain residential buildings, structures, parking, sidewalks, site furniture or other improvements, including, but not limited to, front, side and rear building set back areas, and all areas between the curb line and the property line, must be planted, landscaped, and maintained in good condition. Utility easements, not used for parking, will be landscaped consistent with other landscape areas where allowed by the respective utility company and shall be ~~selected from~~ approved in the UDC.

Along both sides of the Branson Pass, Exhibit A, trees shall be planted a maximum of 75 feet apart and shall be of the same species as listed above. Street trees shall have a minimum caliper size of 3-inches, measured 3' above final grade at the base of the tree.

5. **PERMITTED USES.**

In addition to uses permitted in the City of Hutto SF-1 zoning district, the following uses are permitted:

1. Dwelling, single household attached

6. **SUBDIVISION**

The following modifications are made to the City of Hutto Codes of Ordinances, Chapter 6, Section 10.613:

1. Street stub-outs, intended for future connection, are considered as links in the connectivity index calculations.
2. Block lengths must be no more than 1900', except along major arterials, common open space lots, and parkland.

7. **ARCHITECTURAL DESIGN**

1. Chapter 4; 10.406.4.4.5 is hereby modified to read as follows:

“Front-loading garage doors may comprise no more than 55% of the total length of the front façade of a multiple household residential buildings front façade.”

**Deleted:** *one of the following species.*

¶  
All species of Oak¶  
Pecans¶  
Elm and Cedar Elm¶  
Other species referenced

**Deleted:** or approved in writing by the Development Services Director.

**Deleted:** *one of the following species.*

¶  
All species of Oak Pecans¶  
Elm and Cedar Elm¶  
Other species referenced

**Deleted:** or approved in writing by the Development Services Director.

**TABLE  
1  
Meadows of Cottonwood Creek**

|    |                                |                           |                     |                 |
|----|--------------------------------|---------------------------|---------------------|-----------------|
| A) | MINIMUM LOT SIZE:              | 40' to 49.99'             | 50' to 59.99'       | 60'+            |
|    | 1) Min. Lot Area:              | 4,400 to 5,300 S.F.       | 5,500 to 6,600 S.F. | 7,200+ S.F.     |
|    | 2) Min. Lot Frontage:          | 40'; 50' corner           | 50'; 60' corner     | 60'; 70' corner |
|    | 3) Min. Lot Depth:             | 110 ft.                   | 110 ft.             | 120 ft.         |
| B) | Building Placement & Size      |                           |                     |                 |
|    | 1) Max. Impervious Cover:      | 75%                       | 75%                 | 75%             |
|    | 2) Min. Residential Unit Size: | 750 S.F. gfa <sup>2</sup> | 1,200 S.F. gfa      | 1,500 S.F. gfa  |
|    | 3) Max. Bldg. Height:          | 42' – 2 stories           | 42' – 2 stories     | 42' – 2 stories |
| C) | Building Setbacks:             |                           |                     |                 |
|    | 1) Min. Front Yard:            | 15'                       | 20'                 | 20'             |
|    | 2) Min. Garage Setback:        | 18'                       | 25'                 | 25'             |
|    | 3) Min. Side Yard:             | 5'                        | 5'                  | 5'              |
|    | 4) Min. Rear Yard:             | 10'                       | 10'                 | 10'             |
|    | 5) Min. Street Yard:           | 15'                       | 15'                 | 15'             |

**Commented [AG2]:** Add percentage of lot breakdown (ie 25% 40 foot lots, etc).

<sup>2</sup> Gross Floor Area in living space.

Regular City Council  
**AGENDA ITEM**  
**9.C.**



**To:** City Council  
**Subject:** Consideration of a public hearing and possible action on the first and final reading of an ordinance approving the proposed annexation of 10700 FM 1660 South, 156.136 acres, more or less, of land, and to establish base zoning for the existing City of Hutto South Wastewater Treatment Plant (155.136 acres) as LI (Light Industrial) and the Saul House (1.0 acres) as REC (Recreational). (Ashley Lumpkin)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

**BACKGROUND INFORMATION:**

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

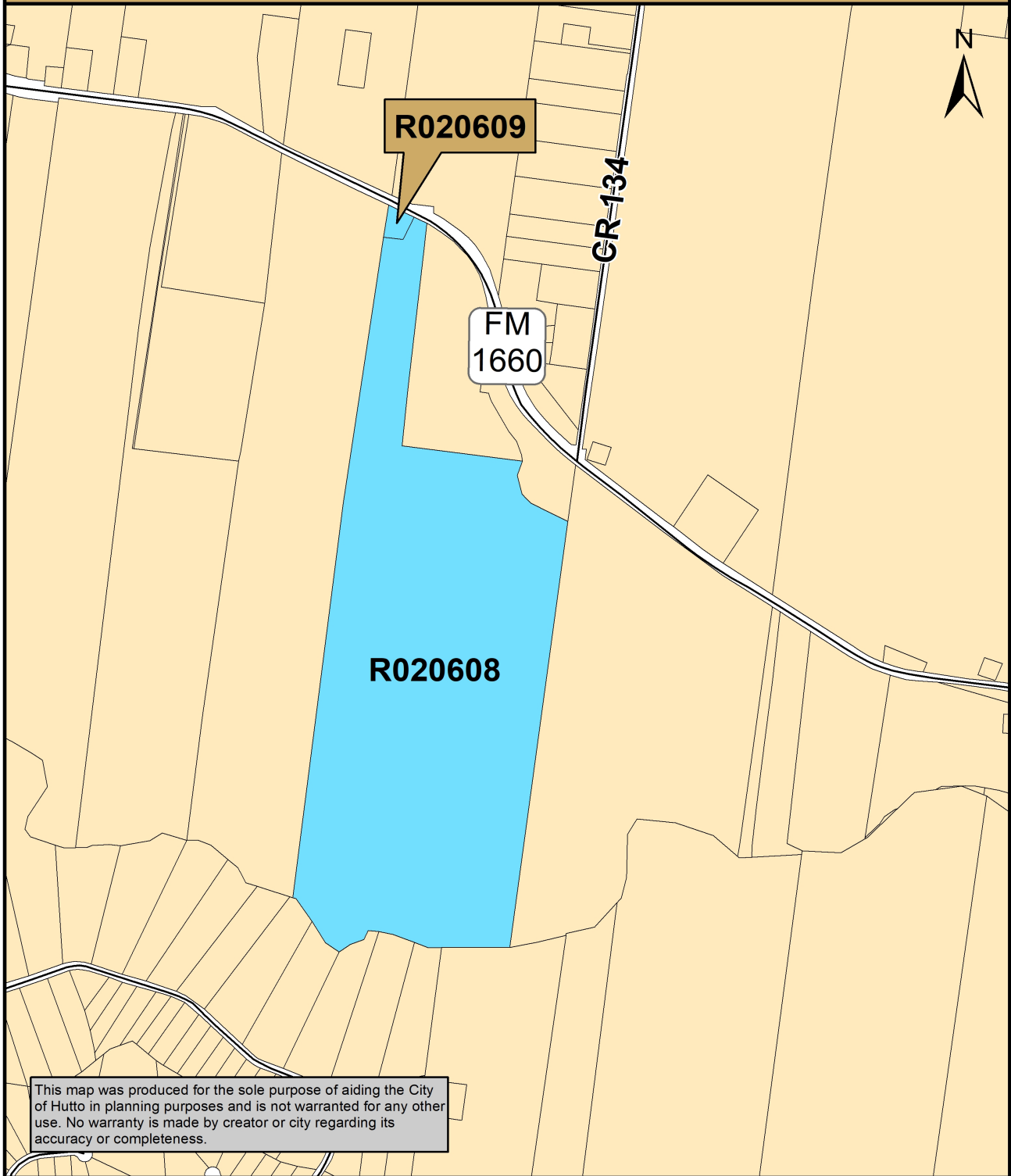
**RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

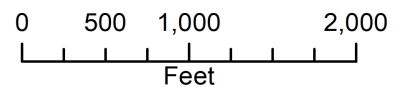
**ATTACHMENTS:**

[10700 FM 1660 South\(SiteMap\)](#)  
[SWWTP\(156.136ac\)Annex-PHNotice\(News\)1st](#)  
[\(Ord\)10700FM1660SAnnex-156.136ac\(Ord\)Complete](#)  
[10700 FM 1660 South Future Land Use Map](#)

# 10700 FM 1660 South (156.136 ac)



Map Document: (K:\SITE LOCATION MAPS\2019 Site  
Location Maps\FM\_1660\10700\_FM\_1660\_South.mxd)  
10/28/2019 -- 8:49:51 AM





## PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute voluntary annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 156.136 acres and to establish base zoning as LI (Light Industrial for 155.136 acres) and REC (Recreation for 1.0 acre) heretofore referred to as 10700 FM 1660 South, to-wit:

The 10700 FM 1660 South property (156.136 acres) described as being out of the J. Hickman Survey, Abstract No. 291 in Williamson County, Texas.

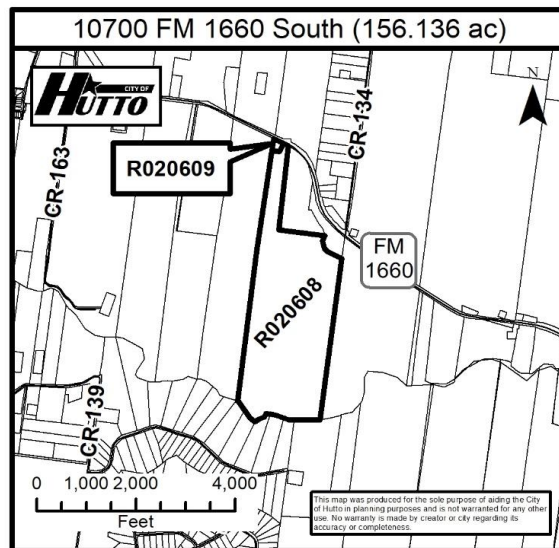
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on November 21, 2019 at 7:00 p.m.

Hutto City Hall  
500 W. Live Oak St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or [planning@huttotx.gov](mailto:planning@huttotx.gov)

Publication Date: November 10, 2019



## ORDINANCE NO.

**AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 156.136 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS**, the City of Hutto, Texas (the “City”) is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

**WHEREAS**, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 156.136 acres, more or less, of land, being out of the J. Hickman Survey, Abstract No. 291, in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

**WHEREAS**, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

**WHEREAS**, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit “B”** attached hereto and made part hereof by reference for all purposes, and;

**WHEREAS**, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

**WHEREAS**, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

**WHEREAS**, and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with, and;

**WHEREAS**, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit “A”** should become annexed.

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

**SECTION I.**

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

**SECTION II.**

That the Property described in the attached **Exhibit “A”**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as LI (Light Industrial) Zoning District for the City of Hutto South Wastewater Treatment Plant on 155.136 acres, and REC (Recreation) Zoning District for the City of Hutto Saul House on 1.0 acre.

**SECTION III.**

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

**SECTION IV.**

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

**SECTION V.**

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

**SECTION VI.**

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.

## **SECTION VII.**

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

## **SECTION VIII.**

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. That 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 matter thereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

## **SECTION IX.**

This ordinance shall take effect and be in force from and after its passage.

**READ** and **APPROVED** on first reading on this the **21st** day of **November, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**READ, PASSED** and **ADOPTED** on first and final reading of the ordinance this **21st** day of **November, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**CITY OF HUTTO, TEXAS**

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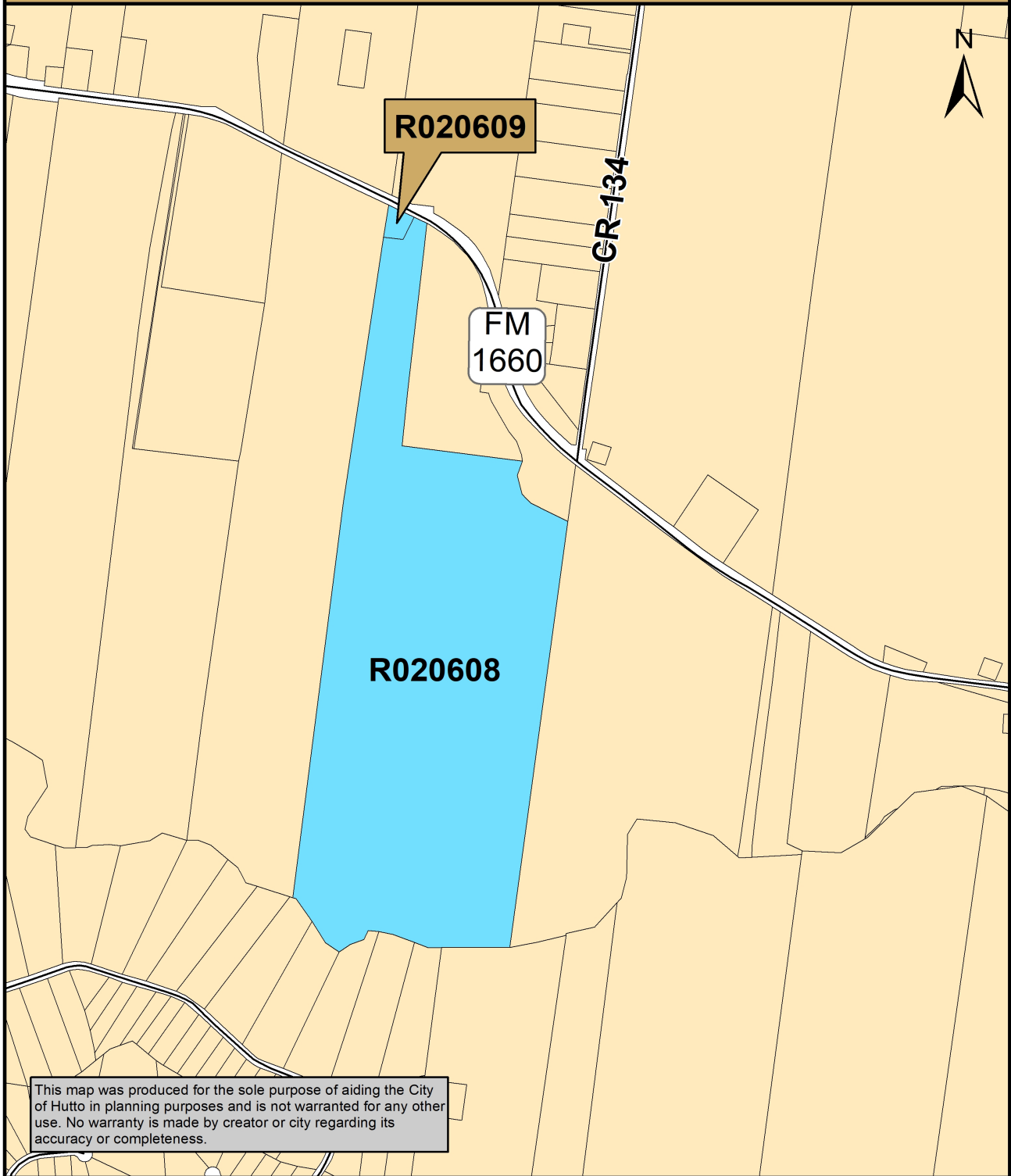
Doug Gaul, Mayor

**ATTEST:**

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Lacie Hale, City Secretary

10700 FM 1660 South (156.136 ac)



Map Document: (K:\SITE LOCATION MAPS\2019 Site  
Location Maps\FM\_1660\10700\_FM\_1660\_South.mxd)  
10/28/2019 -- 8:49:51 AM



0 500 1,000 2,000  
Feet





DEED 2008034765  
10 PGS

9691-08-1206 10

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

WHEREAS, the City of Hutto, Texas is authorized to purchase land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the City of Hutto/LCRA Lower Brushy Creek Regional Wastewater Treatment Plant project ("Project"); and,

WHEREAS, the purchase of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, MARY SAUL, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$ 10.00) and other good and valuable consideration to Grantor in hand paid by the City of Hutto, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the City of Hutto, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, being more particularly described as follows:

All of that certain 1.0 acre, more or less, out of the James Hickman Survey, ABSTRACT NO. 291, Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof; and

All of that certain 155.136 acres, more or less, out of the James Hickman Survey, ABSTRACT NO. 291, Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof.

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**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the City of Hutto, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the City of Hutto, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This deed is being delivered in lieu of condemnation.

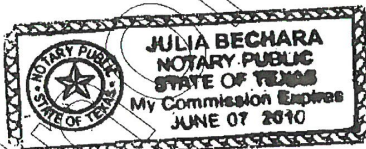
IN WITNESS WHEREOF, this instrument is executed on this the 1 day of May, 2008.

Mary Saul  
MARY SAUL

**Acknowledgment**

State of Texas  
County of Williamson

This instrument was acknowledged before me on this the 1 day of May, 2008 by Mary Saul, in the capacity and for the purposes and consideration recited herein.



Julia Bechara  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas

**AFTER RECORDING RETURN TO:**

After recording return to:  
TEXAS AMERICAN TITLE COMPANY  
4201 S. CONGRESS AVE.  
SUITE 203  
AUSTIN, TX 78745

Grantee's mailing address:  
City of Hutko  
401 W. Front Street  
Hutto, TX 78634

9691-08-1206

Tract 1

EXHIBIT "A"

DESCRIPTION OF A 1.000 ACRE TRACT OF LAND SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 165.7 ACRE TRACT OF LAND CALLED "SECOND TRACT" AND DESCRIBED IN DEED DATED SEPTEMBER 23, 1921, FROM W.J. MORRISON TO JOHN SAUL, AS RECORDED IN VOLUME 204, PAGE 5 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, THE PERIMETER SAID 1.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" diameter steel rebar with aluminum cap stamped "LCRA" set (Grid Coordinates = N10160562.66' E3181247.44') on the southerly right-of-way line of Farm to Market Road No. 1660 (80' R.O.W.) at highway station 169+38.30, 40' right, same being the northeasterly corner of this tract;

THENCE, leaving the southerly right-of-way line of Farm to Market Road No. 1660, and through the interior of said 165.7 Acre Tract the following two (2) courses and distances:

1. S26°19'06"W, a distance of 201.75 feet to a point, and
2. N82°34'01"W, a distance of 152.92 feet to a point on the westerly boundary line of said 165.7 Acre Tract, same being the easterly boundary line of a 110.663 acre tract of land described in deed dated September 15, 1979, from R.C. Gainer, Bess Gean Barnes and Pauline Awalt to Bigon Implement Company, Inc., as recorded in Volume 777, Page 744 of the Deed Records of Williamson County, Texas, for the southwesterly corner of this tract, from which a 1/2" diameter steel rebar found bears, S07°25'59"W, a distance of 94.47 feet, 5.7 feet right;

THENCE, N07°25'59"E, with the common boundary line of said 165.7 Acre Tract and said 110.663 Acre Tract, at a distance of 263.15 feet pass a 1/2" diameter steel rebar found, and continuing for a total distance of 265.54 feet to a 5/8" diameter steel rebar with aluminum cap stamped "LCRA" set on the southerly right-of-way line of Farm to Market Road No. 1660, same being the northwesterly corner of said 165.7 Acre Tract, same being the northeasterly corner of said 110.663 Acre Tract, for the Northwesterly corner of this tract;

THENCE, S63°40'54"E, with the southerly right-of-way line of Farm to Market Road No. 1660, same being the northerly boundary line of said 165.7 Acre Tract, a distance of 230.64 feet to the POINT OF BEGINNING hereof, and containing 1.000 acre of land within the bearing and distance calls contained herein.

Bearing Basis: Texas Lambert Gnd, Central Zone, NAD 83/HARN/CORS.

All distances are surface values; to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99989628.

This description and plat attached hereto represent an on-the-ground survey made under my direct supervision during the month of April, May and June 2007.

  
Christopher Ross Holland  
Registered Professional Land Surveyor No. 5575  
Lower Colorado River Authority  
3700 Lake Austin Boulevard  
Austin, Texas 78703  
(512) 473-3200

28 JUNE 2007  
Date

WORD FILE: LCRAW61E-0002A.doc  
ACAD FILE: LCRAW61E-0002A.dwg



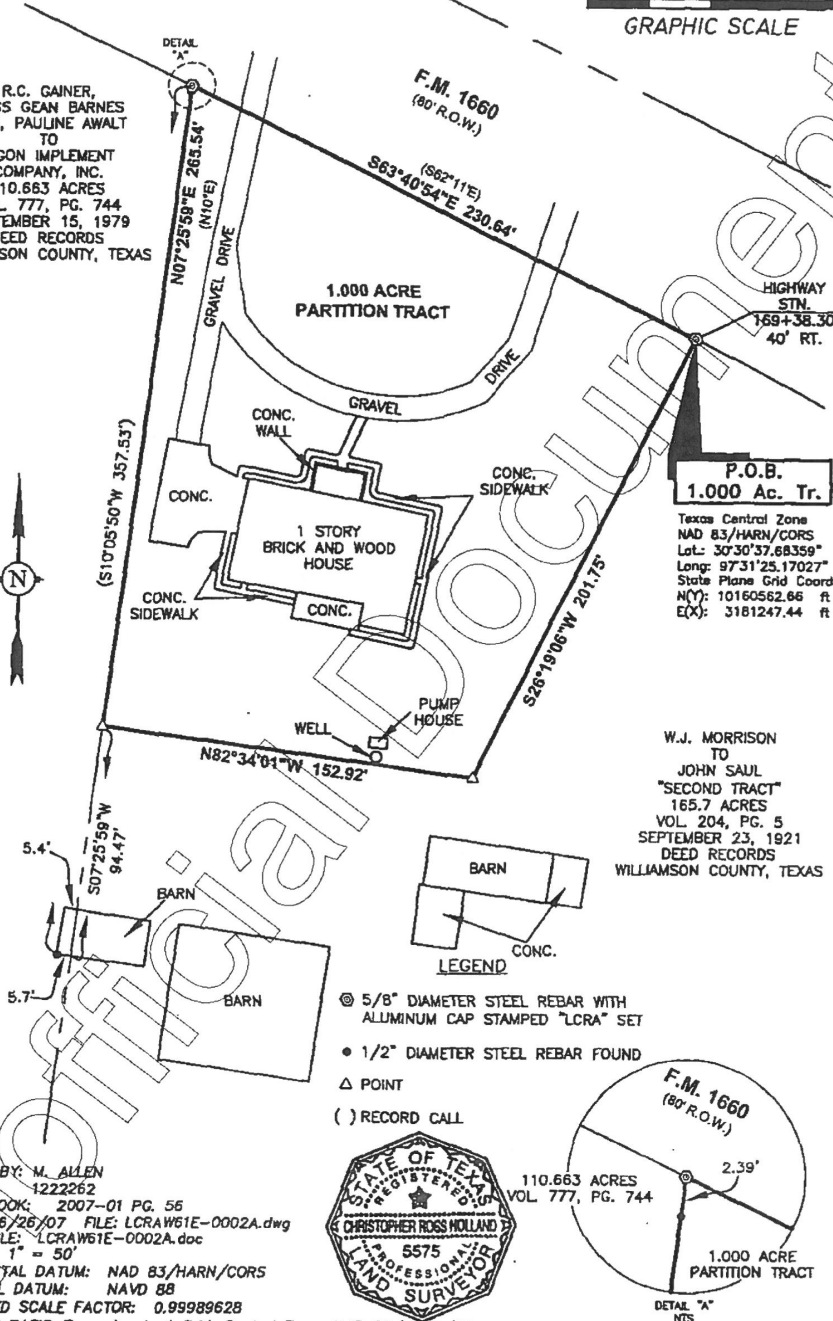
**JAMES HICKMAN SURVEY  
ABSTRACT NO. 291**

**EXHIBIT "A"**

**Page 2 of 2  
Williamson County, Texas**



R.C. GAINER,  
BESS GEAN BARNES  
AND, PAULINE AWALT  
TO  
BIGON IMPLEMENT  
COMPANY, INC.  
110.663 ACRES  
VOL. 777, PG. 744  
SEPTEMBER 15, 1979  
DEED RECORDS  
WILLIAMSON COUNTY, TEXAS



DRAWN BY: M. ALLEN  
WD NO.: 1222262  
FIELD BOOK: 2007-01 PG. 56  
DATE: 6/26/07 FILE: LCRAW61E-0002A.dwg  
WORD FILE: LCRAW61E-0002A.doc  
SCALE: 1" = 50'  
HORIZONTAL DATUM: NAD 83/HARN/CORS  
VERTICAL DATUM: NAVD 88  
COMBINED SCALE FACTOR: 0.99989628  
BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/HARN/CORS



**LOWER COLORADO RIVER AUTHORITY**  
PLAT SHOWING A 1.000 ACRE TRACT OF LAND  
SITUATED IN THE JAMES HICKMAN SURVEY,  
ABSTRACT NO. 291  
WILLIAMSON COUNTY, TEXAS

**LCRA**  
ENERGY-WATER-COMMUNITY SERVICES  
3700 Lake Austin Blvd. Austin, Tx 78703  
(512)473-3200



91091-08-1206  
TRACT 2

EXHIBIT "B"

DESCRIPTION FOR A 155.136 ACRE TRACT OF LAND SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 786.7 ACRE TRACT OF LAND DESCRIBED BY DEED DATED NOVEMBER 21, 1949, FROM LOUISE SAUL OVERTON AND HUSBAND, P.H. OVERTON TO JACK M. SAUL, AS RECORDED IN VOLUME 358, PAGE 367 OF THE DEED RECORDS OF SAID COUNTY, THE PERIMETER OF SAID 155.136 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8 inch diameter steel rebar with aluminum cap stamped "LCRA" set (Grid Coordinates = N10160562.66' E3181247.44') on a point of curvature of the southerly right-of-way line of Farm to Market Road 1660 (80' wide right of way) at highway station 169+38.30, 40 feet right, same being the northerly boundary line of the remainder of said 786.7 Acre Tract, and the most northerly corner hereof, from which a 5/8 inch diameter steel rebar with aluminum cap stamped "LCRA" set on the southerly right-of-way line of Farm to Market Road 1660 bears, N63°40'54"W, a distance of 230.64 feet;

**THENCE** with the southerly right-of-way line of said Farm to Market Road 1660 and the northerly boundary line of the remainder of said 786.7 Acre Tract, and with the arc of a curve to the right a distance of 113.62 feet, through a central angle of 5°53'11", having a radius of 1105.92 feet, and a chord which bears S60°44'18"E a distance of 113.57 feet to a 5/8 inch diameter steel rebar with aluminum cap stamped "LCRA" set for a corner of this tract;

**THENCE** leaving the southerly right-of-way line of said Farm to Market Road 1660, S06°23'13"W with the easterly boundary line of said 786.7 Acre Tract and the westerly boundary line of the remainder of a 100 acre tract of land described by deed dated April 4, 1941, from Louise Saul Overton to Josephine Overton Kirk, as recorded in Volume 1469, Page 712, of the deed records of said County, passing at a distance of 4.17 feet a 1/2 inch diameter iron rod found, passing at a distance of 1284.21 feet a point for the southwesterly corner of said 100 Acre Tract, same being the northwesterly corner of a 8.08 acre tract of land described by deed dated February 4, 1988, from Louise Saul Overton to Josephine Overton Kirk, as recorded in Volume 1629, page 546, of the Official Records of said County, and continuing a total distance of 1734.21 feet to a 1/2 inch diameter iron rod found marking the southwesterly corner of said 8.08 Acre Tract and angle point in the easterly boundary line of the remainder of said 786.7 Acre Tract;

**THENCE** with the southerly boundary line of said 8.08 Acre Tract, the easterly boundary line of the remainder of said 786.7 Acre Tract, S81°51'47"E, a distance of 919.39 feet to a point at the center line of Cottonwood Creek for the southeasterly corner of said 8.08 Acre Tract, and being on the southwesterly boundary line of a 7.31 acre tract of land described by the deed dated March 14, 1996, from Pauline Gainer Awalt to E. Wade McLeod and wife, as recorded in Document Number 9612908 of the Official Records of said County;



THENCE with the center line of said Cottonwood Creek, same being with the easterly boundary line of said 786.7 Acre Tract and the southwesterly boundary line of said 7.31 Acre Tract the following four courses for reference:

- 1) S16°24'28"W a distance of 126.05 feet to a point,
- 2) S13°26'22"E a distance of 134.40 feet to a point,
- 3) S33°12'44"E a distance of 69.07 feet to a point, and
- 4) S62°43'31"E a distance of 361.12 feet to a point for an angle in the easterly boundary line of said 786.7, the southerly corner of said 7.31 Acre Tract, and being a point on the westerly boundary line of a 104.271 Acre Tract of land described by the deed dated January 22, 1997, from Clarence H. Walther and wife, Doris E. Walther to the Walther Living Trust, as recorded in Document Number 9722469 of the Official Records of said County, from which for reference, a 1/2 inch diameter iron rod found on the northeast corner of said 7.31 Acre Tract bears N08°25'29"E, a distance of 439.47 feet,

THENCE with the easterly boundary line of said 786.7 Acre Tract, the westerly boundary line of said 104.271 Acre Tract, S07°47'28"W, passing at a distance of 40 feet a 5/8 inch diameter steel rebar with aluminum cap stamped "LCRA" set for reference, passing at a distance of 3305.51 feet a 5/8 inch diameter steel rebar with aluminum cap stamped "LCRA" set for reference, and continuing a total distance of 3320.15 feet to a point approximately on the northerly gradient boundary line of Brushy Creek;

THENCE with the northerly gradient boundary line of Brushy Creek, the following twelve courses and distances for reference:

- 1) N85°19'29"W a distance of 207.61 feet to a point,
- 2) N61°49'57"W a distance of 80.10 feet to a point,
- 3) S66°47'15"W a distance of 106.47 feet to a point,
- 4) S79°58'22"W a distance of 90.78 feet to a point,
- 5) S74°44'28"W a distance of 98.19 feet to a point,
- 6) N86°54'08"W a distance of 62.69 feet to a point,
- 7) N57°25'46"W a distance of 210.91 feet to a point,
- 8) N79°03'48"W a distance of 319.59 feet to a point,
- 9) S48°34'57"W a distance of 263.97 feet to a point,
- 10) N81°57'25"W a distance of 69.44 feet to a point,
- 11) N31°00'29"W a distance of 290.88 feet to a point, and
- 12) N58°07'33"W a distance of 174.40 feet to a point on the easterly boundary line of a 110.663 acre tract of land described by the deed dated September 15, 1979, from R.C. Gainer, Bess Gean Barnes and Pauline Awalt to Bigon Implement Company, Inc., as recorded in Volume 777, Page 744 of the Deed Records of said County,

THENCE with the easterly boundary line of said 110.663 Acre Tract, the westerly boundary line of said 786.7 Acre Tract N07°25'59"E, passing at a distance of 15.43 feet a 5/8 inch diameter steel rebar with aluminum cap stamped "LCRA" set for reference, passing at a distance of 1813.05 feet, 3.45 feet right and perpendicular to line, a 1/2 inch diameter steel rebar found, passing at a distance of 3820.43 feet, 4.75 feet right and perpendicular to line, a 1/2 inch diameter steel rebar found, passing at a distance of 5096.73 feet, 5.68 feet left and perpendicular to line, a 1/2 inch diameter steel rebar found, and continuing for a total distance of 5191.19 feet to a point on the southwesterly corner of a 1.000 acre partition tract, and a corner of this tract, from which a 5/8 inch diameter steel rebar with aluminum cap stamped "LCRA" set on the southerly right-of-way line of Farm to Market Road 1660 bears N07°25'59"E, passing at a distance of 263.15 feet a 1/2 inch diameter steel rebar found, continuing for a total distance of 265.54 feet;

THENCE along the southerly and easterly boundary lines of said 1.000 Acre Partition Tract the following two courses and distances for reference:

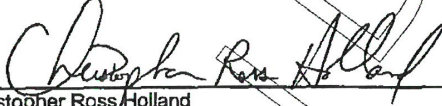
- 1) S82°34'01"E a distance of 152.92 feet to a point, and
- 2) N26°19'06"E a distance of 201.75 feet to the POINT OF BEGINNING hereof, and containing 155.136 Acres within the bearing and distance calls contained herein.

Bearing Basis: Texas Lambert Grid, Central Zone, NAD 83/HARN/CORS.  
All distances are surface values; to obtain grid distances multiply surface distances by a Combined Scale Factor of 0.99989628.

Notes:

1) Based on the research evidence, original surveys in this area are bounded by the bank of Brushy Creek and do not go to the centerline of the Creek therefore reserving the bed of Brushy Creek for the State of Texas, therefore Brushy Creek appears to be a navigable stream. This survey therefore calls for the southerly boundary of the tract described herein to go to the northerly gradient boundary of Brushy Creek. A gradient boundary survey was not performed, but an approximation was made by locating several points near the top and toe of bank.

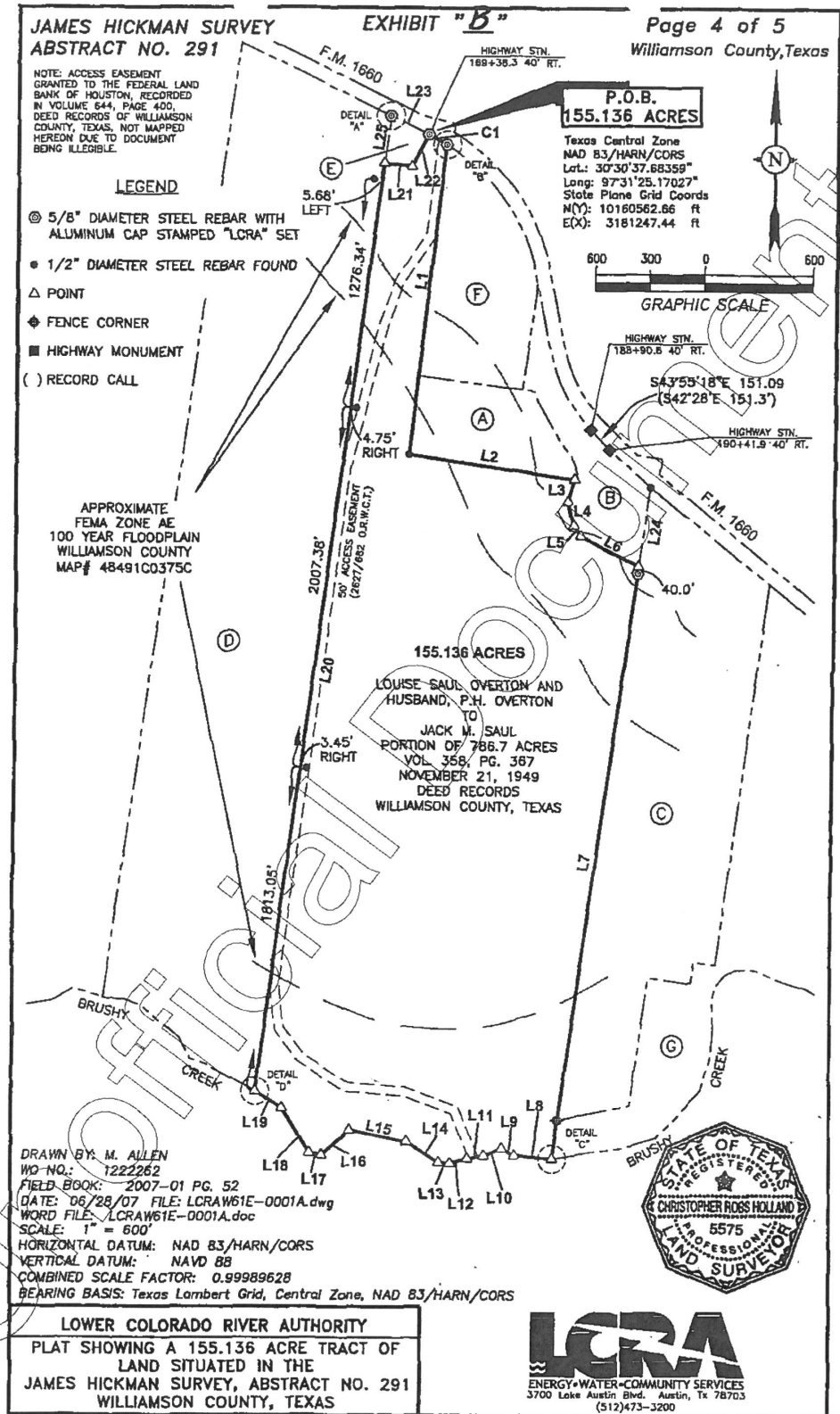
This description and plat attached hereto represent an on-the-ground survey made under my direct supervision during the months of April, May, and June 2007.

  
Christopher Ross Holland  
Registered Professional Land Surveyor No. 5575  
Lower Colorado River Authority  
3700 Lake Austin Boulevard  
Austin, Texas 78703  
(512) 473-3200

1 JULY 2007  
Date



WORD FILE: LCRAW61E-0001A.DOC  
ACAD FILE: LCRAW61E-0001A.DWG



**JAMES HICKMAN SURVEY  
ABSTRACT NO. 291**

**EXHIBIT "B"**

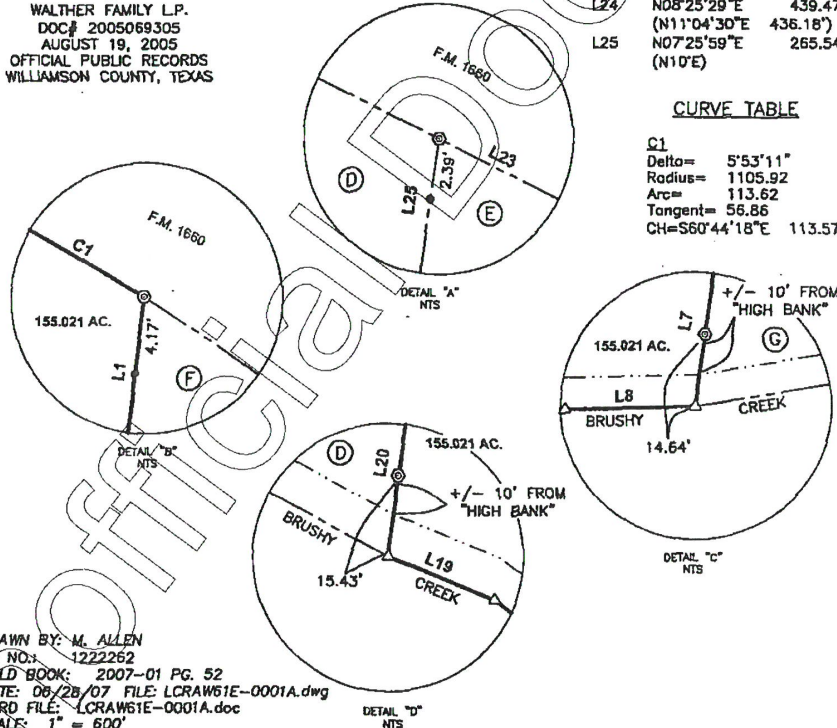
**Page 5 of 5**  
**Williamson County, Texas**

**LINE TABLE**

|                                                                                                                                                                                                                       |                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------|----------|--|----------------------|--|----|-------------|---------|--|-----------------|--|----|-------------|---------|----|-------------|---------|----|-------------|--------|----|-------------|---------|----|-------------|----------|--|---------------------|--|----|-------------|---------|----|-------------|--------|-----|-------------|---------|-----|-------------|--------|-----|-------------|--------|-----|-------------|--------|-----|-------------|---------|-----|-------------|---------|-----|-------------|---------|-----|-------------|--------|-----|-------------|---------|-----|-------------|---------|-----|-------------|----------|--|---------|--|-----|-------------|---------|-----|-------------|---------|-----|-------------|---------|--|------------|--|-----|-------------|---------|--|-----------------------|--|-----|-------------|---------|--|---------|--|
| <p><b>(A)</b><br/>LOUISE SAUL OVERTON<br/>TO<br/>JOSEPHINE OVERTON KIRK<br/>8.08 ACRES<br/>VOL. 1629, PG. 546<br/>FEBRUARY 4, 1988<br/>OFFICIAL RECORDS<br/>WILLIAMSON COUNTY, TEXAS</p>                              | <p><b>(B)</b><br/>PAULINE GAINER AWALT<br/>TO<br/>E. WADE McLEOD AND WIFE<br/>JUDY L. McLEOD<br/>7.31 ACRES<br/>DOC# 9612908<br/>MARCH 14, 1996<br/>OFFICIAL RECORDS<br/>WILLIAMSON COUNTY, TEXAS</p>                               | <table> <tr><td>L1</td><td>S06°23'13"W</td><td>1734.21'</td></tr> <tr><td></td><td>(S18°15'W 508.4 vrs)</td><td></td></tr> <tr><td>L2</td><td>S81°51'47"E</td><td>919.39'</td></tr> <tr><td></td><td>(S80°E 233 vrs)</td><td></td></tr> <tr><td>L3</td><td>S16°24'28"W</td><td>126.05'</td></tr> <tr><td>L4</td><td>S13°26'22"E</td><td>134.40'</td></tr> <tr><td>L5</td><td>S33°12'44"E</td><td>69.07'</td></tr> <tr><td>L6</td><td>S62°43'31"E</td><td>361.12'</td></tr> <tr><td>L7</td><td>S07°47'28"W</td><td>3320.15'</td></tr> <tr><td></td><td>(S09°45'W 1202 vrs)</td><td></td></tr> <tr><td>L8</td><td>N85°19'29"W</td><td>267.61'</td></tr> <tr><td>L9</td><td>N61°49'57"W</td><td>80.70'</td></tr> <tr><td>L10</td><td>S66°47'15"W</td><td>106.47'</td></tr> <tr><td>L11</td><td>S79°58'22"W</td><td>80.78'</td></tr> <tr><td>L12</td><td>S74°44'28"W</td><td>98.19'</td></tr> <tr><td>L13</td><td>N86°54'08"W</td><td>62.69'</td></tr> <tr><td>L14</td><td>N57°25'46"W</td><td>210.91'</td></tr> <tr><td>L15</td><td>N79°03'48"W</td><td>319.59'</td></tr> <tr><td>L16</td><td>S48°34'57"W</td><td>203.87'</td></tr> <tr><td>L17</td><td>N81°57'25"W</td><td>69.44'</td></tr> <tr><td>L18</td><td>N31°00'29"W</td><td>290.88'</td></tr> <tr><td>L19</td><td>N58°07'33"W</td><td>174.40'</td></tr> <tr><td>L20</td><td>N07°25'59"E</td><td>5191.19'</td></tr> <tr><td></td><td>(N19°E)</td><td></td></tr> <tr><td>L21</td><td>S82°34'01"E</td><td>152.92'</td></tr> <tr><td>L22</td><td>N26°19'06"E</td><td>201.75'</td></tr> <tr><td>L23</td><td>N63°40'54"W</td><td>230.64'</td></tr> <tr><td></td><td>(S62°11'E)</td><td></td></tr> <tr><td>L24</td><td>N08°25'29"E</td><td>439.47'</td></tr> <tr><td></td><td>(N11°04'30"E 436.18')</td><td></td></tr> <tr><td>L25</td><td>N07°25'59"E</td><td>265.54'</td></tr> <tr><td></td><td>(N10°E)</td><td></td></tr> </table> | L1 | S06°23'13"W | 1734.21' |  | (S18°15'W 508.4 vrs) |  | L2 | S81°51'47"E | 919.39' |  | (S80°E 233 vrs) |  | L3 | S16°24'28"W | 126.05' | L4 | S13°26'22"E | 134.40' | L5 | S33°12'44"E | 69.07' | L6 | S62°43'31"E | 361.12' | L7 | S07°47'28"W | 3320.15' |  | (S09°45'W 1202 vrs) |  | L8 | N85°19'29"W | 267.61' | L9 | N61°49'57"W | 80.70' | L10 | S66°47'15"W | 106.47' | L11 | S79°58'22"W | 80.78' | L12 | S74°44'28"W | 98.19' | L13 | N86°54'08"W | 62.69' | L14 | N57°25'46"W | 210.91' | L15 | N79°03'48"W | 319.59' | L16 | S48°34'57"W | 203.87' | L17 | N81°57'25"W | 69.44' | L18 | N31°00'29"W | 290.88' | L19 | N58°07'33"W | 174.40' | L20 | N07°25'59"E | 5191.19' |  | (N19°E) |  | L21 | S82°34'01"E | 152.92' | L22 | N26°19'06"E | 201.75' | L23 | N63°40'54"W | 230.64' |  | (S62°11'E) |  | L24 | N08°25'29"E | 439.47' |  | (N11°04'30"E 436.18') |  | L25 | N07°25'59"E | 265.54' |  | (N10°E) |  |
| L1                                                                                                                                                                                                                    | S06°23'13"W                                                                                                                                                                                                                         | 1734.21'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
|                                                                                                                                                                                                                       | (S18°15'W 508.4 vrs)                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L2                                                                                                                                                                                                                    | S81°51'47"E                                                                                                                                                                                                                         | 919.39'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
|                                                                                                                                                                                                                       | (S80°E 233 vrs)                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L3                                                                                                                                                                                                                    | S16°24'28"W                                                                                                                                                                                                                         | 126.05'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L4                                                                                                                                                                                                                    | S13°26'22"E                                                                                                                                                                                                                         | 134.40'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L5                                                                                                                                                                                                                    | S33°12'44"E                                                                                                                                                                                                                         | 69.07'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L6                                                                                                                                                                                                                    | S62°43'31"E                                                                                                                                                                                                                         | 361.12'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L7                                                                                                                                                                                                                    | S07°47'28"W                                                                                                                                                                                                                         | 3320.15'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
|                                                                                                                                                                                                                       | (S09°45'W 1202 vrs)                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L8                                                                                                                                                                                                                    | N85°19'29"W                                                                                                                                                                                                                         | 267.61'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L9                                                                                                                                                                                                                    | N61°49'57"W                                                                                                                                                                                                                         | 80.70'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L10                                                                                                                                                                                                                   | S66°47'15"W                                                                                                                                                                                                                         | 106.47'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L11                                                                                                                                                                                                                   | S79°58'22"W                                                                                                                                                                                                                         | 80.78'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L12                                                                                                                                                                                                                   | S74°44'28"W                                                                                                                                                                                                                         | 98.19'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L13                                                                                                                                                                                                                   | N86°54'08"W                                                                                                                                                                                                                         | 62.69'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L14                                                                                                                                                                                                                   | N57°25'46"W                                                                                                                                                                                                                         | 210.91'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L15                                                                                                                                                                                                                   | N79°03'48"W                                                                                                                                                                                                                         | 319.59'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L16                                                                                                                                                                                                                   | S48°34'57"W                                                                                                                                                                                                                         | 203.87'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L17                                                                                                                                                                                                                   | N81°57'25"W                                                                                                                                                                                                                         | 69.44'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L18                                                                                                                                                                                                                   | N31°00'29"W                                                                                                                                                                                                                         | 290.88'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L19                                                                                                                                                                                                                   | N58°07'33"W                                                                                                                                                                                                                         | 174.40'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L20                                                                                                                                                                                                                   | N07°25'59"E                                                                                                                                                                                                                         | 5191.19'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
|                                                                                                                                                                                                                       | (N19°E)                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L21                                                                                                                                                                                                                   | S82°34'01"E                                                                                                                                                                                                                         | 152.92'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L22                                                                                                                                                                                                                   | N26°19'06"E                                                                                                                                                                                                                         | 201.75'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L23                                                                                                                                                                                                                   | N63°40'54"W                                                                                                                                                                                                                         | 230.64'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
|                                                                                                                                                                                                                       | (S62°11'E)                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L24                                                                                                                                                                                                                   | N08°25'29"E                                                                                                                                                                                                                         | 439.47'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
|                                                                                                                                                                                                                       | (N11°04'30"E 436.18')                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| L25                                                                                                                                                                                                                   | N07°25'59"E                                                                                                                                                                                                                         | 265.54'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
|                                                                                                                                                                                                                       | (N10°E)                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| <p><b>(C)</b><br/>CLARENCE H. WALTHER AND WIFE<br/>DORIS E. WALTHER<br/>TO<br/>THE WALTHER LIVING TRUST<br/>104.271 ACRES<br/>DOC# 9722469<br/>JANUARY 22, 1997<br/>OFFICIAL RECORDS<br/>WILLIAMSON COUNTY, TEXAS</p> | <p><b>(D)</b><br/>R.C. GAINER, BESS GEAN BARNES<br/>AND<br/>PAULINE AWALT<br/>TO<br/>BIGON IMPLEMENT COMPANY, INC.<br/>110.663 ACRES<br/>VOL. 777, PG. 744<br/>SEPTEMBER 15, 1979<br/>DEED RECORDS<br/>WILLIAMSON COUNTY, TEXAS</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| <p><b>(E)</b><br/>PARTITION TRACT<br/>1.000 ACRE<br/>SEE L.C.R.A. DRAWING<br/>#LCRAW61E-0002A</p>                                                                                                                     | <p><b>(F)</b><br/>LOUISE SAUL OVERTON<br/>TO<br/>JOSEPHINE OVERTON KIRK<br/>REMAINDER OF 100 ACRES<br/>VOL. 1469, PG. 712<br/>APRIL 4, 1941<br/>OFFICIAL RECORDS<br/>WILLIAMSON COUNTY, TEXAS</p>                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |
| <p><b>(G)</b><br/>DORIS E. WALTHER<br/>TO<br/>WALTHER FAMILY L.P.<br/>DOC# 2005069305<br/>AUGUST 19, 2005<br/>OFFICIAL PUBLIC RECORDS<br/>WILLIAMSON COUNTY, TEXAS</p>                                                |                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |             |          |  |                      |  |    |             |         |  |                 |  |    |             |         |    |             |         |    |             |        |    |             |         |    |             |          |  |                     |  |    |             |         |    |             |        |     |             |         |     |             |        |     |             |        |     |             |        |     |             |         |     |             |         |     |             |         |     |             |        |     |             |         |     |             |         |     |             |          |  |         |  |     |             |         |     |             |         |     |             |         |  |            |  |     |             |         |  |                       |  |     |             |         |  |         |  |

**CURVE TABLE**

|          |                     |
|----------|---------------------|
| C1       |                     |
| Delta=   | 5°53'11"            |
| Radius=  | 1105.92             |
| Arc=     | 113.62              |
| Tangent= | 56.86               |
| CH=      | S60°44'18"E 113.57' |



DRAWN BY: M. ALLEN  
WD NO: 1222262  
FIELD BOOK: 2007-01 PG. 52  
DATE: 06/28/07 FILE: LCRAW61E-0001A.dwg  
WORD FILE: LCRAW61E-0001A.doc  
SCALE: 1" = 600'  
HORIZONTAL DATUM: NAD 83/HARN/CORS  
VERTICAL DATUM: NAVD 88  
COMBINED SCALE FACTOR: 0.99989628  
BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/HARN/CORS

**LOWER COLORADO RIVER AUTHORITY**  
PLAT SHOWING A 155.136 ACRE TRACT OF  
LAND SITUATED IN THE  
JAMES HICKMAN SURVEY, ABSTRACT NO. 291  
WILLIAMSON COUNTY, TEXAS

**LCRA**  
ENERGY-WATER-COMMUNITY SERVICES  
3700 Lake Austin Blvd. Austin, Tx 78703  
(512)473-3200

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2008034765

*Nancy E. Rister*

05/05/2008 03:34 PM

SURRATT \$52.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

① TATCO

Unofficial Document



**CITY OF HUTTO  
MUNICIPAL SERVICE PLAN  
FOR PROPOSED ANNEXATION OF**

**EXHIBIT “B”**

**156.136 acres, more or less, of land, out of the  
J. Hickman Survey, Abstract No. 291, in Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

**FIRE**

*Existing Services:* Williamson County Emergency Service District #3

*Services to be Provided:*

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

**POLICE**

*Existing Services:* Williamson County Sheriff's Department

*Services to be Provided:*

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

**BUILDING INSPECTION**

*Existing Services:* None

*Services to be Provided:*

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

**PLANNING AND ZONING**

*Existing Services:* Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

*Services to be Provided:*

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

**LIBRARY**

*Existing Services:* None

*Services to be Provided:*

City Library privileges will be available to future residents in this area.

#### **HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE**

*Existing Services:* Williamson Cities and County Health District

*Services to be Provided:*

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

#### **STREET MAINTENANCE**

*Existing Services:* Williamson County

*Services to be Provided:*

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

#### **STORM WATER MANAGEMENT**

*Existing Services:* Williamson County Flood Plain Administrator

*Services to be Provided*

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

#### **STREET LIGHTING**

*Existing Services:* Oncor Electric Delivery

*Services to be Provided:*

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

#### **TRAFFIC ENGINEERING**

*Existing Services:* None

*Services to be Provided:*

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

#### **WATER SERVICE**

*Existing Services:* None

*Services to be Provided:*

Water service to the properties will be provided by the City of Hutto.

#### **SANITARY SEWER SERVICE**

*Existing Services:* None

*Services to be Provided:*

Sanitary sewer service to the properties will be provided by City of Hutto.

**SOLID WASTE SERVICES**

*Existing Services:* None

*Services to be Provided:*

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

**PARKS AND TRAILS**

*Existing Service:* None

*Services to be Provided:*

All City operated parks and trail systems will be available to the residents of this area upon annexation.

**MISCELLANEOUS**

*Existing Services:* None

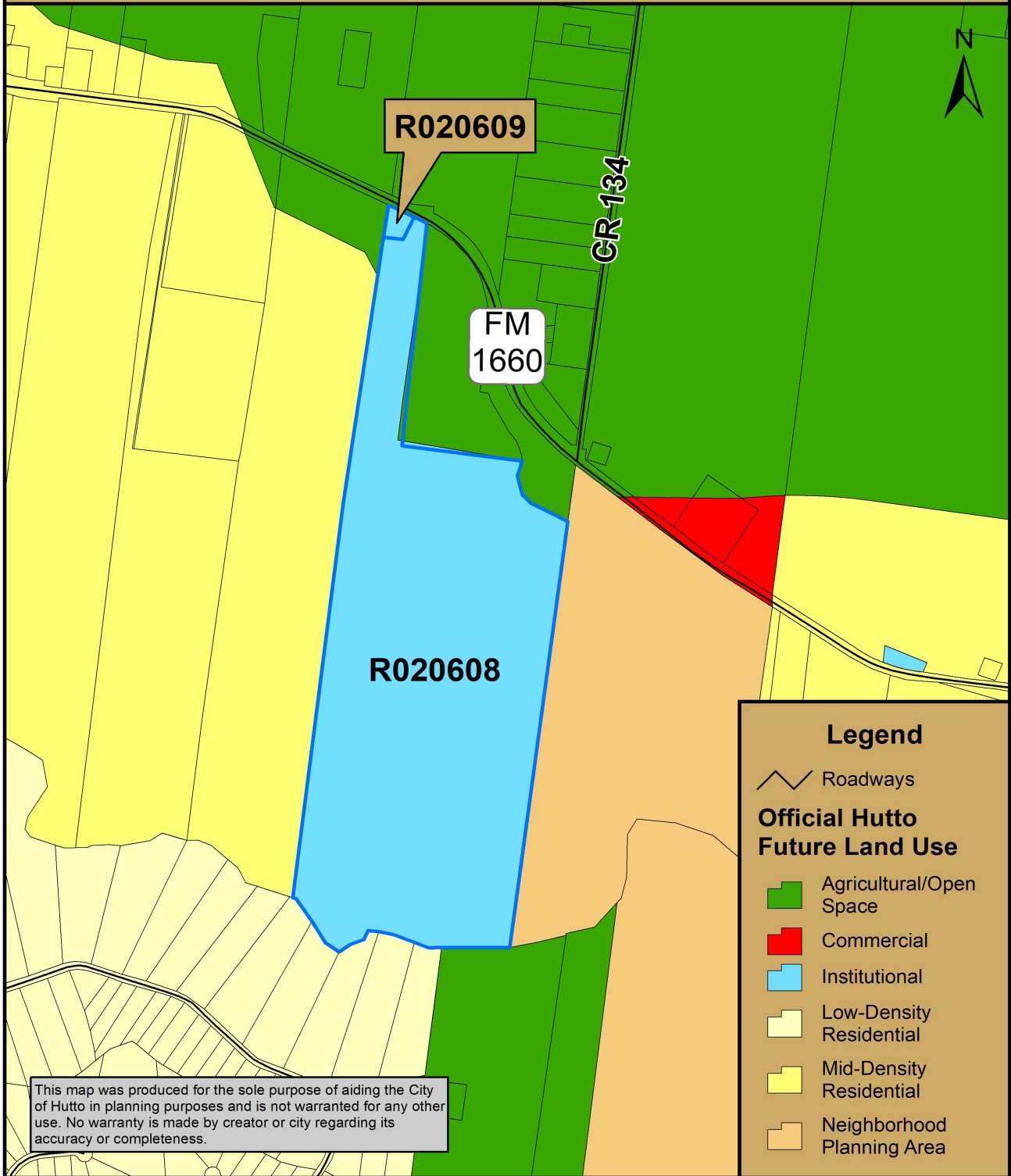
*Services to be Provided:*

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

**NOTE:**

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

# 10700 FM 1660 South (156.136 ac)



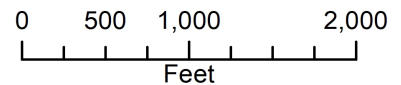
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document: (K:\SITE LOCATION MAPS\2019 Site Location Maps\

FM\_1660\10700\_FM\_1660\_South\_Future\_Land\_Use\_Map.mxd)

10/31/2019 -- 8:23:55 AM

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City Council  
**AGENDA ITEM**  
**9.D.**



---

**To:** City Council

**Subject:** Public hearing, discussion, and possible consideration and approval of the second reading of an Ordinance to create Reinvestment Zone No. Two, City of Hutto, Texas, for the purpose of promoting redevelopment within the corporate limits of the City of Hutto.

**Meeting:** City Council – 21 Nov. 2019

**Department:** Economic Development

**Staff Contact:** Jessica Geray

**BACKGROUND INFORMATION:**

This item is related to the Sports, Health, and Entertainment District, formerly called the Sports and Health District & Project Expansion.

This item is the second reading and public hearing to establish the boundary of the Tax Incremental Reinvestment Zone No. 2. There is no financial obligation of the City related to this item. Next steps will include the creation of a Board and then staff will be working on a Final Project and Financing Plan which will come to Council for consideration.

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENTS:**

Ordinance  
Preliminary Project and Financing Plan





# **Sports & Health District Tax Increment Reinvestment Zone**

## **Preliminary Project & Financing Plan**

**City of Hutto, TX  
Legacy Hutto, LLC**

**October 24, 2019**

# **Sports & Health District Tax Increment Reinvestment Zone**

**Mayor Doug Gaul**

**Mayor Pro Tem Tom Hines, Place 2**

**Council Member Scott Rose, Place 1**

**Council Member Mike Snyder, Place 3**

**Council Member Peter Gordon, Place 4**

**Council Member Patti Martinez, Place 5**

**Council Member Tanner Rose, Place 6**

**Odis Jones, City Manager**

## **City Staff**

**Michel Sorrell**, Assistant City Manager

**Jim Wehmeier**, Chief Development Officer

**Jessica Geray**, Director of Economic Development

**William Bingham**, City Attorney

## **Legacy Hutto LLC**

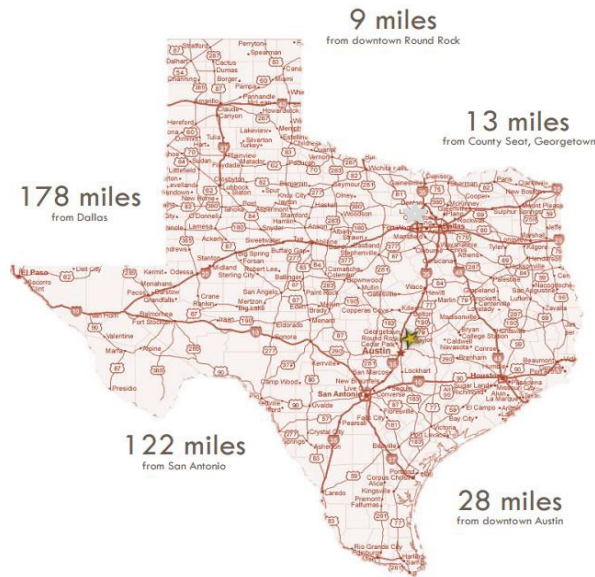
**Dan Lowe**, Managing Partner

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## I. INTRODUCTION

Located northeast of Austin in Williamson County, the fourth-fastest growing county in the State of Texas, the City of Hutto ("the City") has experienced rapid growth since 2000. Once a rural Texas town with a population of 1,250 in 2000; Hutto is now home to over 32,000 people, positioning the City to become a lively and integral part of the Austin Metropolitan region. With recent recognitions including the "Top Place in Texas to Raise a Family", the "#1 Local City (in the Austin area) For Young Couples", "One of the Top 5 Safest Cities in Texas", and "One of the Top 100 Places in Major Markets to Locate a Business", Hutto is consistently ranked as one of the fastest growing and safest cities in the country.



Just 25 minutes from the heart of the Texas State Capitol and 30 minutes from the Austin Bergstrom International Airport via the new SH-130 tollway, the City is well positioned for economic growth. With quick access to State Highway 130, Interstate 35, US Highway 79, and the Union Pacific Red Line, Hutto provides convenient transportation routes to the greater Texas region.

Those who call Hutto home are attracted to its strong sense of community, rich history, affordable housing and attractive neighborhoods, low crime, high performing school district, access to higher education institutions, and plentiful open space; all of which come together to provide a high quality of life just outside of Austin. As the city continues to grow, it aims to be a family-friendly community that provides superior public safety, outstanding fiscal responsibility, a diversified economy, and an exceptional quality of life. Here, the importance of a diverse community is recognized, as it will directly affect the quality of life of the community and its residents.

Given that, the City Council's goal is to take a comprehensive approach towards economic development by focusing their efforts on redevelopment, including the rehabilitation of infill properties such as the Co-Op District, located just west of Hutto's Historic District.

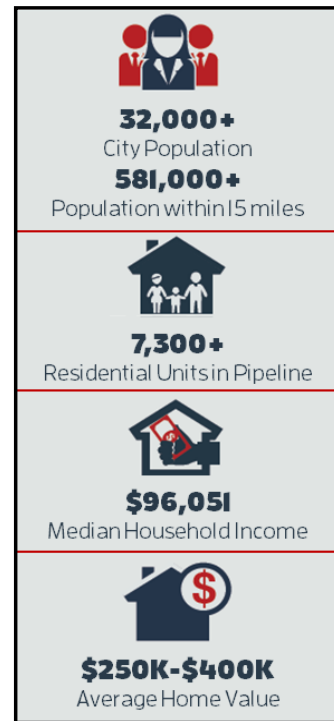
## II. HUTTO – AT A GLANCE

Hutto has experienced an eight-six percent (86.0%) change in total population since 2010.

With a median age of 33, Hutto has attracted many young families. Just over half of the population consists of families with children under the age of 18 and adults age 25 to 54. In addition to a growing population within city limits, the City is surrounded by 230,000 people within an 8-mile radius, expanding to over 581,000 people within a 15-mile radius.

An educated workforce is a key to having a dedicated and diverse workforce. With an Independent School District experiencing a 97% graduation rate and access to multiple nationally recognized higher education institutions, the Hutto community is diverse, skilled, and able to adapt to changing needs within the workforce.

The residents of Hutto have high levels of educational attainment with 22 percent of Hutto residents 25 years or older hold a bachelor's degree or higher. Together with a median household income of \$73,855, an average household income of \$80,603 within city limits, and an average household income in the primary trade area of \$93,371, there is a clear demonstration of the desirability and quality of life that the community offers to people who are educated and high-income earners.



### ECONOMIC OUTLOOK

As of 2015, approximately 88 percent (88.0%) of the working population commutes an average 27 minutes to work outside the city limits. With .66 jobs per household, it is important for economic stability to achieve a citywide job-housing balance with a goal of at least 1 job for every household. As residential development within the city and its Extraterritorial Jurisdiction (ETJ) increase, it is vital for Hutto to focus on productive growth that creates local jobs and diversifies its tax base. The people of Hutto provide a strong foundation for a workforce and consumer market that will help the city become more regionally and nationally competitive. Hutto is in the early stages of its development cycle and needs to develop the economic diversity and depth of business support infrastructure (capital and non-capital) to be competitive in the larger Central Texas regional and national market.

Given this, the redevelopment of the City's Central Business District, as well as the construction of the additional infrastructure improvements needed to support the desired economic growth, are the key to the creation of a place to live, work and play which will result in a more balanced economy.

### III. GROWTH CORRIDORS & INFRASTRUCTURE

#### ECONOMIC DEVELOPMENT GROWTH CORRIDORS

At present, the City of Hutto lacks significant shovel-ready, or building ready, sites. Water, wastewater and other critical infrastructure key to significant economic development is lacking in certain areas of the City. The City is therefore constrained in terms of being able to accommodate concentrations of quality, career-oriented employment opportunities that are consistent with the City Council's Strategic Plan.

Through the Future Land Use Map (FLUM) planning process, seven (7) key areas were identified as vital employment and growth corridors – areas that can and should become priority focus areas for public and private sector investment and planning for high quality non-residential development over the next 5, 10, and 20 years. The City, during its planning process, considered the following points when considering these corridors along major highways:

- Promoting development compatible with safe, efficient traffic circulation through sound standards for access management, limited installation of curb cuts, and parking facility connectivity;
- Selectively determining appropriate locations and applied design standards for large commercial developments and other high traffic generating uses;
- Setting quality design standards for all commercial development;
- Encouraging mixed-use, clustered and "village center" development types as alternatives to conventional strip center and stand-alone "pad" sites; and,
- Adding regional and community nodes to key intersections.

These employment and growth areas are those that can eventually accommodate significant concentrations of firms in the economic sectors identified previously. Each of these primary employment corridors offers its own distinct locational advantages and attributes, as well as challenges that will be addressed in order to realize their individual and collective potential for Hutto's continued economic growth. One of the seven employment and growth corridor areas identified includes the Downtown area.

#### HUTTO'S ECONOMIC DEVELOPMENT POLICY

The City of Hutto adopted an Economic Development Policy on July 20, 2017. This policy document identified the use of tax increment financing as a way of redeveloping open or undeveloped land currently experiencing challenges such as obsolete platting, deteriorating structures or other factors, that substantially impair the growth of the city. Downtown Hutto is one of the areas identified as a site that is in need of infrastructure in order to be developed to allow growth to occur. It is currently an undeveloped site, that when developed, will alleviate the immediate and surrounding areas drainage problems and improve traffic circulation east and west, and north and south with proposed improvements to US Highway 79 and a new overpass.



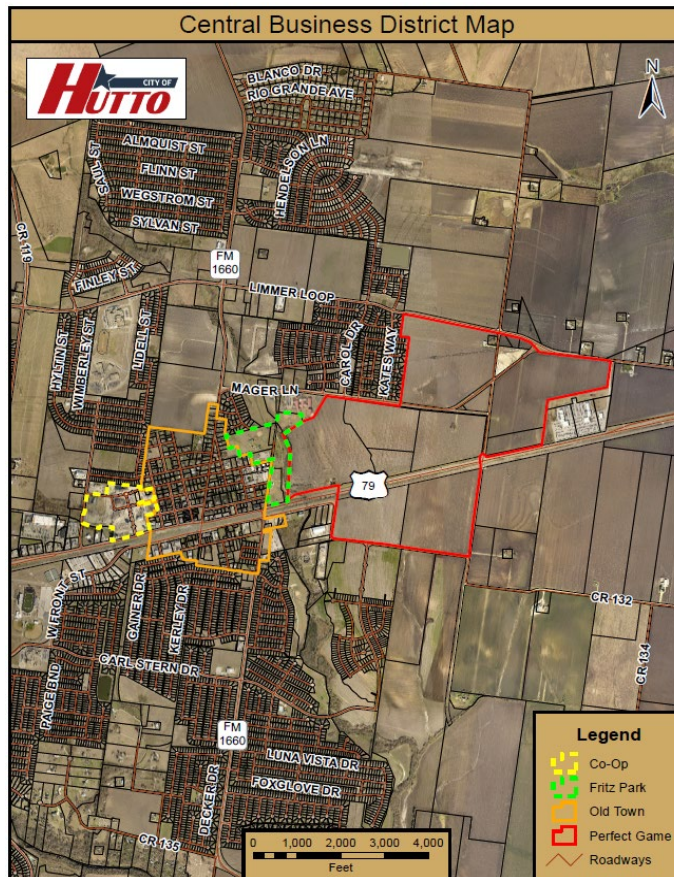
## HUTTO CENTRAL BUSINESS DISTRICT

Downtown is a vital intersection of commerce, business, and tourism, and serves as a fundamental cornerstone of our identity and economy. A healthy and vibrant downtown benefits all citizens and businesses of the City. Downtown Hutto is a designated historic district, with a variety of active commercial and retail buildings surrounded by residential and open spaces. With the recently approved City bonds, improvements to drainage and road infrastructure are underway to alleviate drainage and traffic issues and to create a more pedestrian friendly area.

In 2018, the City Council approved the creation of a Tax Increment Reinvestment Zone and Public Improvement District for the Co-Op District, a master-planned, mixed-use development planned for high-density residential, retail, entertainment, hotel, restaurant, civic and office uses. This District anchors the Historic Downtown area to the west and is currently under construction. City Hall is currently open and tenants currently under construction include Flix Brewhouse, Top Notch, and Southside Market & BBQ. Infrastructure for the Co-Op District will tie into the existing and planned improvements for Downtown, extending the Central Business District to the east.

The City has executed a development agreement with Legacy Development and Perfect game to develop a mixed-use site to the west of Downtown anchored around sports entertainment. With Perfect Game as an anchor, the proposed development is expected to generate over one million annual visitors. The proposed mixed-use development plans to include retail, entertainment, restaurant, office, hotel, mixed use, high-density residential, and convention uses. The proposed TIRZ will specifically address public infrastructure needs to include roads, drainage, baseball fields, parking and associated utility needs.

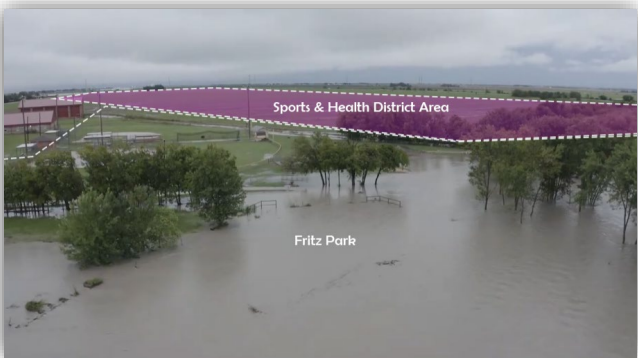
With the addition of the Sports & Health District, Hutto's expanded Central Business District creates two anchors to the Historic Downtown, creating a sense of place for residents and visitors to live, work, and play in Hutto.



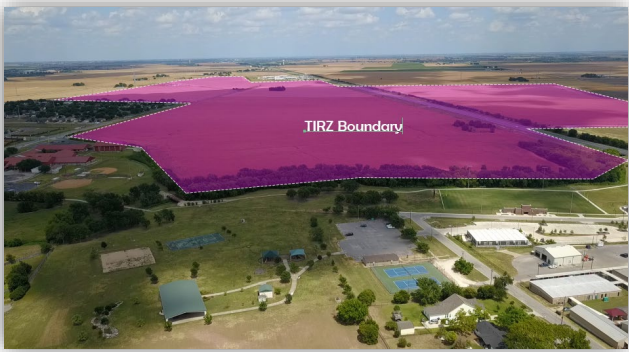
# IV. THE NEED FOR REDEVELOPMENT

Within and surrounding the City's Historic Old Town, Hutto has experienced flooding and traffic congestion. The City needs infrastructure related to detention, storm sewer and improved road circulation that will not only alleviate local congestion, but regional traffic flow on US Highway 79. These infrastructure improvements will reduce impediments to growth west of Old Town.

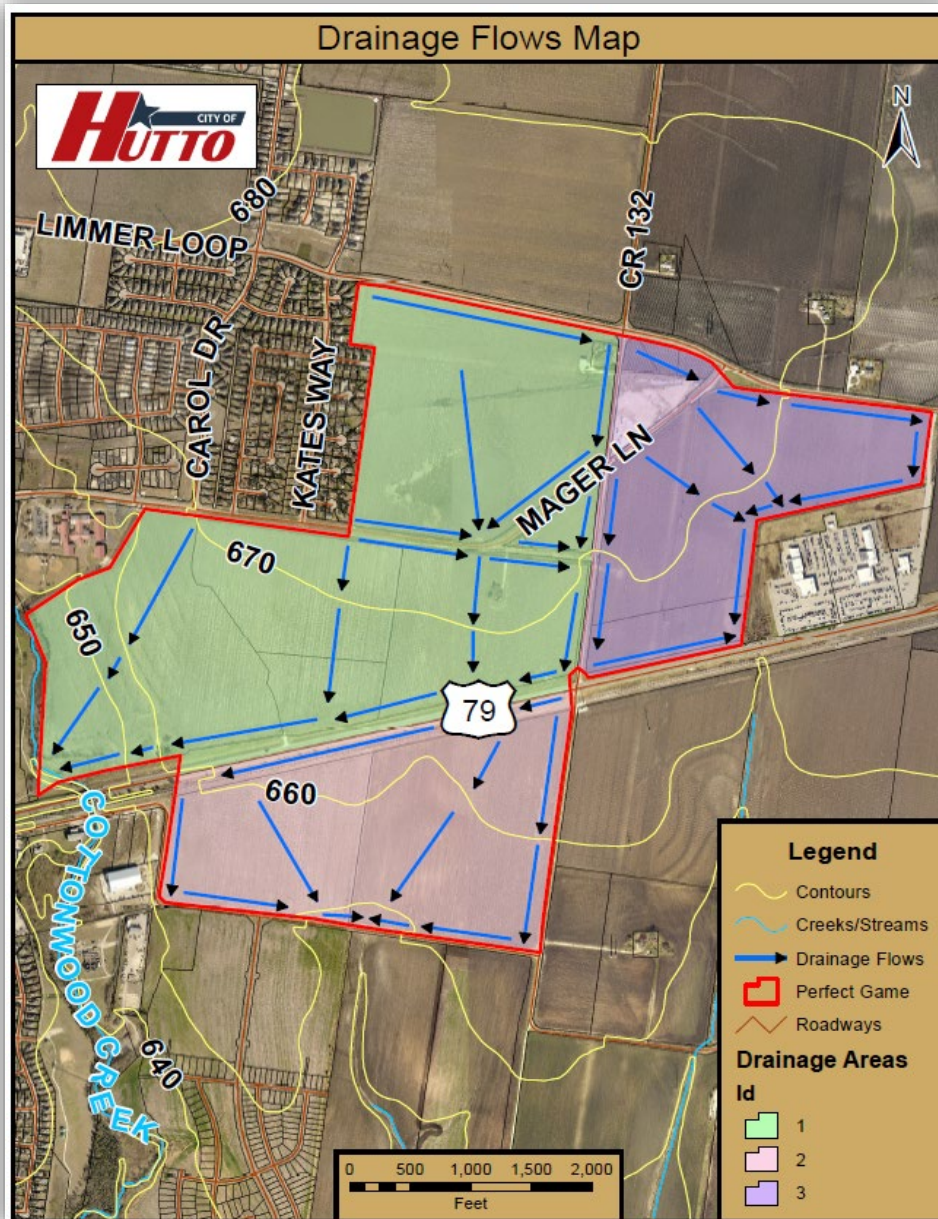
The project area is directly adjacent to Cottonwood Creek and Fritz Park which experiences drainage issues and flooding as shown in the image below. It is primarily vacant land that is used for farming and drains towards the Creek. There is also a major powerline that encumbers a large portion of the project area that impacting the ability of the property to develop. Through development of the site, drainage issues will be studied to implement measures to mitigate the impact to the Creek.



*Original photo by Adam Grumbo*



The following map shows the drainage flow through the project site:





The following is a floodplain map that shows the areas prone to flooding:



### PROPOSED TIRZ BOUNDARY

The following map depicts the proposed TIRZ boundary that includes City-owned property of approximately 76 acres, Cottonwood Development Corporation-owned property of approximately 50 acres, and privately-owned property of approximately 334 acres for a total of approximately 460 acres of land.

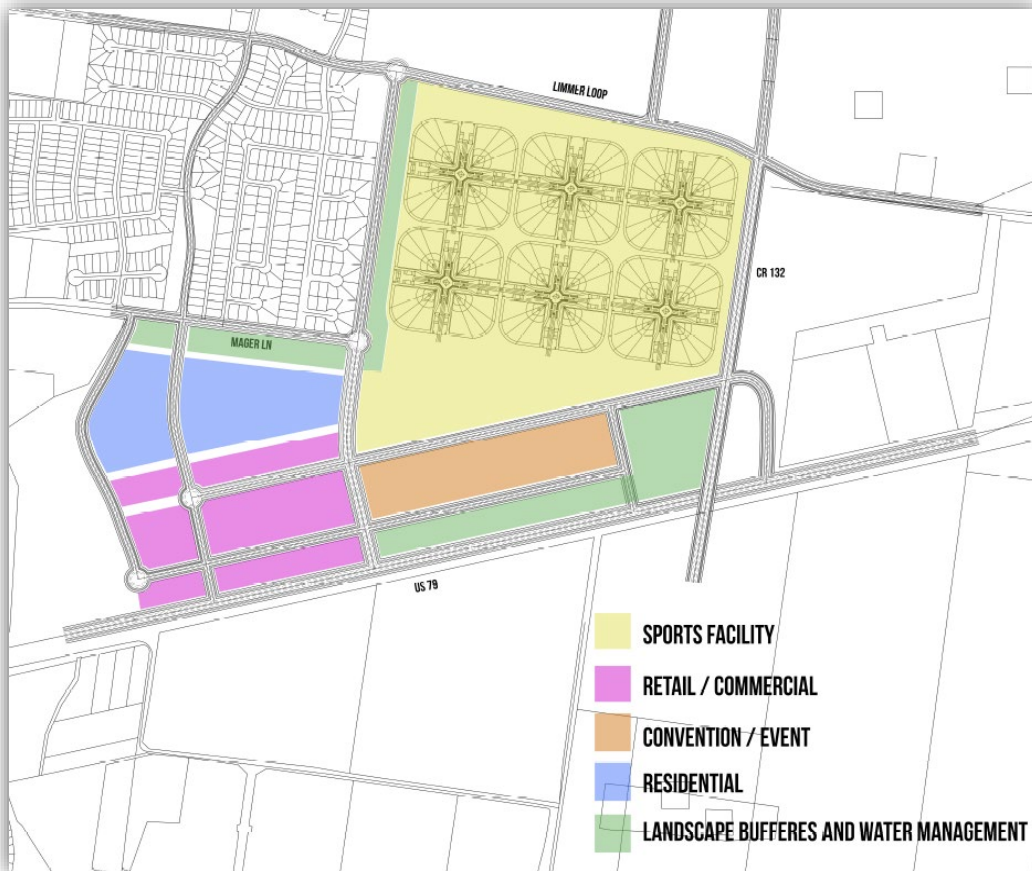


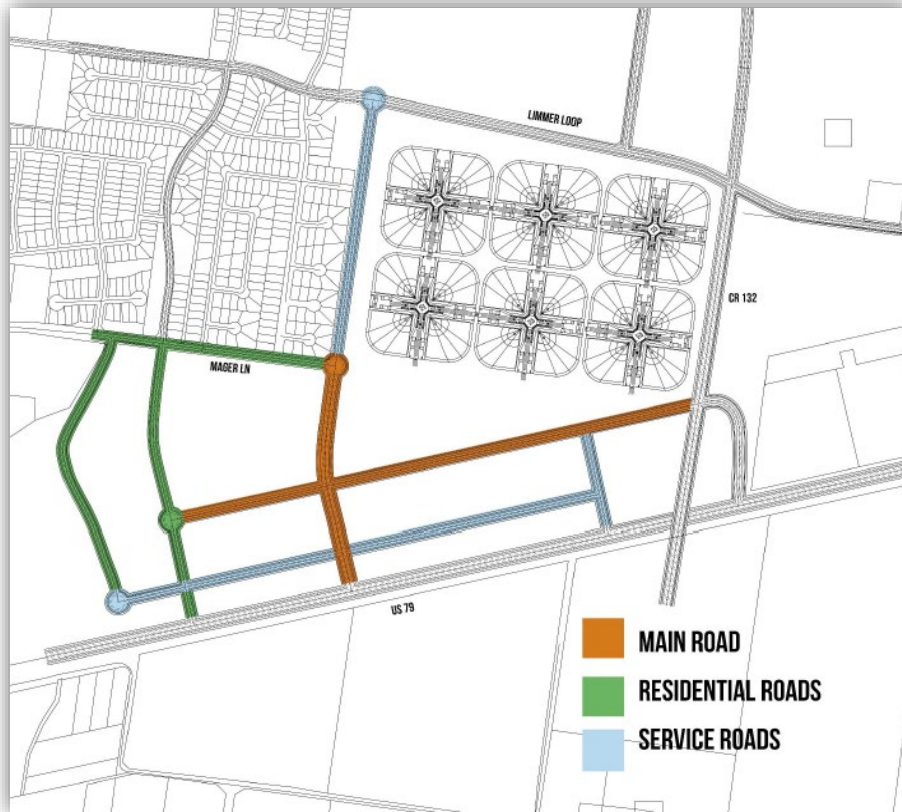
The creation of the TIRZ is necessary as the owners alone cannot fund the public improvements needed to remove the current constraints to the redevelopment and growth of the City.



### SPORTS & HEALTH DISTRICT PLANNED UNIT DEVELOPMENT (PUD)

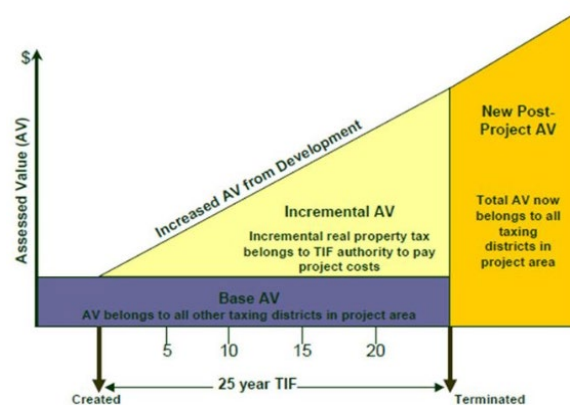
Legacy is preparing and will submit to the City a Planned Unit Development (PUD) that will allow for mixed use and will include Design Guidelines so as to ensure that high quality development is built that matches the development objectives of the City. The following are conceptual development and infrastructure plans for the Project:





## V. PRELIMINARY PROJECT PLAN

TIRZ districts permit a jurisdiction, or a group of jurisdictions working together, to permit the incremental fiscal benefits generated by a project to fund the cost of qualified public improvements. Typically, the tax year in which a jurisdiction establishes the TIRZ sets the real property assessed value base (base year). For each year in the life of the TIRZ, a special fund captures the tax revenue generated from the difference between the base-year assessed value and that year's assessed value. Other taxing jurisdictions can choose to direct all or a portion of their tax revenues into the TIRZ, though currently, no other taxing jurisdiction beyond the City is expected to do so. An appointed board of directors ("TIRZ Board") chooses how to spend the money captured in the TIRZ fund based on agreements negotiated between the TIRZ, the effected jurisdictions and an Owner of a project. This value generating process is outlined below:



The exhibit illustrates how rising tax revenue from greater appraised value in a TIRZ zone flows with time to a taxing jurisdiction's general fund and to a TIRZ fund. The sloped lines depict tax revenue rising with time. When the TIRZ expires or terminates, the amount of real property tax revenue to the City will increase sharply since a portion of the real property tax revenue is no longer part of the TIRZ fund. Inclusion of property in a TIRZ zone does not change the tax rate for any property. Tax rates in a TIRZ zone are the same as tax rates outside the zone and within the same set of taxing jurisdictions.

The Sports & Health District TIRZ will be comprised of approximately 360 acres. The City is also currently considering the creation of a Sports & Health District Public Improvement District (the "PID") with potentially the same or similar boundaries.

The TIRZ will terminate on the earlier of (1) the date the TIRZ Board ("the Board") certifies to the City that all project costs have been paid and any monies remaining in the tax increment fund has been paid to the City and other taxing units levying taxes on property within the TIRZ or (2) the date that there is a unanimous determination by all members of the Board that all project costs or other obligations have been paid in full.

### PROPOSED DEVELOPMENT PLAN

The Project's proposed development plan, per the Concept Plan presented in Section IV, is generally and preliminarily summarized below:

| Use                                               | Square Feet /<br>Units |
|---------------------------------------------------|------------------------|
| Restaurant / Retail / Entertainment (square feet) | 539,500                |
| Office (square feet)                              | 60,000                 |
| TOTAL ESTIMATED SQUARE FEET                       | 599,500                |
| Multi-Family (units)                              | 800                    |
| Convention Center / Hotel (units)                 | 500                    |
| TOTAL ESTIMATED UNITS                             | 1,300                  |

## VI. PRELIMINARY FINANCE PLAN

### DESCRIPTION OF PROJECTS WITHIN THE TIRZ

The following table presents the estimated costs of the Authorized Improvements:

| Cost Category         | Total          |
|-----------------------|----------------|
| Land and Carry Costs  | \$25,000,000   |
| Baseball Fields       | \$66,000,000   |
| Sitework and Parking  | \$29,000,000   |
| Power Line Relocation | \$5,000,000    |
| Convention Center     | \$40,000,000   |
| Aquatic Attraction    | \$30,000,000   |
| Building Construction | \$10,000,000   |
| Contingency           | \$18,100,000   |
| Project Management    | \$9,050,000    |
| Total                 | \$ 232,150,000 |

### PROPOSED TIRZ PROJECTS

Section 311.002 of the Tax Increment Financing Act defines project costs as "the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public Improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations."

### PROJECT COSTS

- Capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- Financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- Real property assembly costs;
- Professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- Imputed administrative costs, including reasonable charges for the time spent by employees of



the municipality or county in connection with the implementation of a project plan ;

- Municipality or county in connection with the implementation of a project plan;
- Relocation costs;
- Organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- Interest before and during construction and for one year after completion of construction, whether or not capitalized;
- The cost of operating the reinvestment zone and project facilities;
- The amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- The costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and,
- Payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

#### METHOD OF FINANCING

The real property that makes up the TIRZ is expected to be developed in one or more phases with the TIRZ financing Authorized Improvements as approved by the City.

The City plans to issue TIRZ Bonds to finance the costs that make up the TIRZ Projects. It is agreed that the base taxable value for calculation of the TIRZ Revenues is \$0.

A summary of the funding sources for the TIRZ is presented below:

| Jurisdiction  | Tax Source       | TIRZ Contribution Rate | Term     |
|---------------|------------------|------------------------|----------|
| City of Hutto | Ad Valorem Taxes | 75.0%                  | 30 years |

Projected TIRZ Revenues presented in the table below utilize the Concept Plan and estimated future incremental assessed values as provided by the Developer:

| TIRZ Year Ended | Projected Incremental Assessed Value | City Ad Valorem Rate | Total City Ad Valorem TIRZ Revenues (75%) |
|-----------------|--------------------------------------|----------------------|-------------------------------------------|
| 12/31/2021      | \$290,731,949                        | 0.631351             | \$1,376,654                               |
| 12/31/2022      | \$293,695,699                        | 0.631351             | \$1,390,688                               |
| 12/31/2023      | \$296,689,087                        | 0.631351             | \$1,404,862                               |
| 12/31/2024      | \$299,712,408                        | 0.631351             | \$1,419,178                               |
| 12/31/2025      | \$302,765,962                        | 0.631351             | \$1,433,637                               |

|            |               |          |              |
|------------|---------------|----------|--------------|
| 12/31/2026 | \$305,850,053 | 0.631351 | \$1,448,241  |
| 12/31/2027 | \$308,964,984 | 0.631351 | \$1,462,990  |
| 12/31/2028 | \$312,111,064 | 0.631351 | \$1,477,887  |
| 12/31/2029 | \$315,288,605 | 0.631351 | \$1,492,933  |
| 12/31/2030 | \$318,497,922 | 0.631351 | \$1,508,130  |
| 12/31/2031 | \$321,739,331 | 0.631351 | \$1,523,478  |
| 12/31/2032 | \$325,013,155 | 0.631351 | \$1,538,980  |
| 12/31/2033 | \$328,319,717 | 0.631351 | \$1,554,637  |
| 12/31/2034 | \$331,659,345 | 0.631351 | \$1,570,451  |
| 12/31/2035 | \$335,032,369 | 0.631351 | \$1,586,423  |
| 12/31/2036 | \$338,439,123 | 0.631351 | \$1,602,554  |
| 12/31/2037 | \$341,879,945 | 0.631351 | \$1,618,847  |
| 12/31/2038 | \$345,355,175 | 0.631351 | \$1,635,303  |
| 12/31/2039 | \$348,865,157 | 0.631351 | \$1,651,923  |
| 12/31/2040 | \$352,410,239 | 0.631351 | \$1,668,709  |
| 12/31/2041 | \$355,990,772 | 0.631351 | \$1,685,663  |
| 12/31/2042 | \$359,607,110 | 0.631351 | \$1,702,787  |
| 12/31/2043 | \$363,259,612 | 0.631351 | \$1,720,082  |
| 12/31/2044 | \$366,948,639 | 0.631351 | \$1,737,550  |
| 12/31/2045 | \$370,674,555 | 0.631351 | \$1,755,193  |
| 12/31/2046 | \$374,437,732 | 0.631351 | \$1,773,012  |
| 12/31/2047 | \$378,238,539 | 0.631351 | \$1,791,010  |
| 12/31/2048 | \$382,077,355 | 0.631351 | \$1,809,187  |
| 12/31/2049 | \$385,954,559 | 0.631351 | \$1,827,546  |
| 12/31/2050 | \$389,870,535 | 0.631351 | \$1,846,089  |
| TOTAL      |               |          | \$48,014,626 |

**ORDINANCE NO. O- \_\_\_\_\_**

**AN ORDINANCE CREATING REINVESTMENT ZONE NUMBER TWO,  
CITY OF HUTTO, TEXAS FOR THE PURPOSE OF PROMOTING  
REDEVELOPMENT WITHIN THE CORPORATE LIMITS OF THE  
CITY OF HUTTO**

**WHEREAS**, the City Council (the “**City Council**”) of the City of Hutto (the “**City**”) located in Williamson County, Texas (the “**County**”) has determined, pursuant to Chapter 311 of the Texas Tax Code (the “**Code**”) that the area described herein substantially arrests or impairs the sound growth of the City, requiring creation of a Reinvestment Zone to promote redevelopment within the corporate limits of the City;

**WHEREAS**, Chapter 311 of the Code (the “**Tax Increment Financing Act**”) provides for the creation of reinvestment zones to promote development or redevelopment of a contiguous or noncontiguous geographic area that is in the corporate limits of a municipality, in the extra-territorial jurisdiction of a municipality, or in both, if the governing body of the city determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future;

**WHEREAS**, the Tax Increment Financing Act permits the Council to establish a tax increment fund to be used to pay project costs for a Reinvestment Zone with no financial risk to the City;

**WHEREAS**, it is the general policy of the City to encourage new development and redevelopment that might benefit its residents without obligating City funds to development infrastructure;

**WHEREAS**, the Council has determined that it is in the best interest of the City and its residents to create a Reinvestment Zone.

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

**1. Findings:**

The City finds and determines that:

- a. Improvements in the Reinvestment Zone will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.
- b. The area contained within the Reinvestment Zone meets the requirements of Section 311.005(a)(2) of the Tax Increment Financing Act.
- c. Prior to the adoption of this Ordinance, the City has complied with the

requirements of Section 311.003 of the Tax Increment Financing Act, including preparing a preliminary reinvestment zone financing plan, holding a public hearing, and publishing notice of the public hearing not later than the seventh day before the date of the hearing in a newspaper having general circulation in the City.

2. Creation of the Reinvestment Zone: Pursuant to Section 311.005(a)(2) of the Tax Increment Financing Act, the City designates as "Reinvestment Zone Number Two, City of Hutto, Texas," (the "**Zone**") a contiguous area lying within the corporate limits and the extra-territorial jurisdiction of the City, as described below:

more particularly described on Exhibit A attached hereto.

3. Effective Date and Termination of the Zone: The Zone shall take effect immediately upon the passage of this Ordinance. The Zone shall terminate on the earlier of:

- a. The date the Board (described hereinafter) certifies to the City that all project costs and all tax-increment bonds or notes issued for the Zone have been paid and any money remaining in the tax-increment fund has been paid to the City and other taxing units levying taxes on property in the Zone; or
- b. The date that there is a unanimous determination by all members of the Board that all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.

4. Board of Directors: Pursuant to Sections 311.004(a)(2) and 311.009 of the Tax Increment Financing Act, the Zone shall be governed by a board of directors (the "Board") as described below.

- a. Number, Term, and Appointment: The Board of the Zone shall consist of five (5) members appointed by the City. The directors shall serve two (2) year terms. Appointment of the Board shall be by separate action of the City Council. The five (5) Board member positions shall be designated as positions 1 through 5.
- b. Qualifications: To be eligible for appointment to the Board, an individual must be at least 18 years of age and be a resident of the County or a county adjacent to the County.
- c. Vacancies: A vacancy on the Board occurring for any reason shall be filled for the unexpired term by appointment of the City Council.





- iv. The Board may exercise any power granted to a board under the Tax Increment Financing Act.
- v. The Board and the Council may enter into a contract with a local government corporation or a political subdivision to manage the Zone or implement the project plan and reinvestment zone financing plan for the term of the agreement.
- vi. Subject to the approval of the Council, the Board, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the tax increment fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the tax increment fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone. For these purposes, on approval of the City, the Board has all the powers of a municipality under Chapter 380, Local Government Code.
- vii. The Board or a local government corporation administering a reinvestment zone may contract with the City to allocate from the tax increment fund for the Zone an amount equal to the tax increment produced by the City and paid into the tax increment fund for the Zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the Zone or the development or redevelopment of the land in the Zone, regardless of whether the costs of those services are identified in the project plan or reinvestment zone financing plan for the Zone.
- viii. The Board shall keep the City informed of its actions and financial matters concerning the Zone.
- f. Meetings: Meetings of the Board may be called at any time by the chairperson of the Board. Notice of any meeting may be given in writing or orally by such means as may be most convenient, but not later than three (3) days before the day of the meeting.
- g. Quorum: A majority of the number of directors duly appointed and serving will constitute a quorum at a Board meeting.

5.

Tax Increment Fund: Pursuant to Section 311.014 of the Tax Increment Financing Act, a tax increment fund for the Zone shall be created and managed by the City as follows:

- a. In addition to the deposits required by Section 311.013 of the Tax Increment Financing Act, all revenues from the sale of tax increment bonds or notes, revenues from the sale of any property acquired as part of the tax increment financing plan, and other revenues to be used in the Zone shall be deposited in the tax increment fund for the Zone.
- b. Money may be disbursed from the fund only to satisfy claims of holders of tax increment bonds or notes issued for the Zone, to pay project costs for the Zone, to make payments pursuant to an agreement made under Section 311.010(b) of the Tax Increment Financing Act dedicating revenue from the tax increment fund, or to repay other obligations incurred for the Zone.
- c. Subject to an agreement with the holders of tax increment bonds or notes, money in a tax increment fund may be temporarily invested in the same manner as other funds of the City.
- d. After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any money remaining in the tax increment fund shall be paid to the City and other taxing units levying taxes on property in the Zone in proportion to the City's and each other unit's respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the fund during the fund's existence.
- e. A taxing unit that levies taxes on real property in the Zone may make a loan to the Board for deposit in the tax increment fund for the Zone if the governing body for the taxing unit determines that the loan is beneficial to, and serves a public purpose of, the taxing unit. The loan is payable on the terms agreed to by the taxing unit, or an instrumentality of the taxing unit if applicable, and the Board. Such a loan:
  - i. is not considered to be a tax increment bond or note under Section 311.015 of the Tax Increment Financing Act; and
  - ii. is considered to be:
    1. an authorized investment under Chapter 2256, Texas Government Code; and
    2. an obligation incurred for the Zone.



6. Repeal: All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

7. 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 7th day of November, 2019, 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.

**READ, CONSIDERED, PASSED, AND APPROVED ON SECOND READING** by the City Council of the City of Hutto at a regular meeting on the 21st day of November, 2019, 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.

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary

EXHIBIT A



# AGENDA ITEM 9.E.



**To:**

**Subject:** Approve first reading of an ordinance amending the City of Hutto Code of Ordinances (2014 Edition) Chapter 2 (Administration and Personnel) regarding financial disclosures.

**Meeting:**

**Department:**

**Staff Contact:**



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF HUTTO AMENDING CHAPTER 2 (ADMINISTRATION AND PERSONNEL) OF THE CITY CODE OF ORDINANCES RELATING TO FINANCIAL DISCLOSURES AND STANDARDS OF CONDUCT; PROVIDING FOR AN OFFENSE AND PENALTY; AND PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETINGS CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.**

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

**SECTION I.**

That the Code of Ordinances (2014 Edition) Chapter 2 (Administration and Personnel), Article 2.05 (Standards of Conduct) is amended to include the changes described in the attached Exhibit A and incorporated herein:

**SECTION II. PUBLICATION CLAUSE**

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 III. SEVERABILITY CLAUSE**

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

**SECTION IV. REPEALING CLAUSE**

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

**SECTION V. OPEN MEETING CLAUSE**

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 formerly acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Government Code, as amended.

**SECTION VI. EFFECTIVE DATE**

This ordinance shall take effect and be in force from and after its passage.

**READ AND APPROVED** the first reading on the \_\_\_\_ day of \_\_\_\_\_ 2019.

**READ, APPROVED, AND ADOPTED** the ordinance on the second reading this \_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
**Doug Gaul, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lacie Hale, City Secretary**

## EXHIBIT A

### Article 2.05 Standards of Conduct

#### Division 1. Generally

##### **Sec. 2.05.004 Disclosure of interest**

- (a) If any city official or appointee has a substantial interest in any real property or business entity involved in any decision pending before the body of which the city official or appointee is a member, the city official or appointee shall not vote or otherwise participate in the consideration of the matter.
- (b) In the case of a city official or appointee, the city official or appointee shall publicly disclose, verbally or in writing, the nature and extent of such interest to the body on which the city official or appointee serves prior to any discussion or determination of the matter to be considered or immediately upon discovery of the conflict of interest. The statement of disclosure shall be included in the official minutes of the body.
- (c) Within thirty (30) days of being appointed to the planning and zoning commission or board of adjustment and on each anniversary of that date, each member of such commission shall file with the city secretary a sworn statement identifying by street address and legal description all real property located within the city or its extraterritorial jurisdiction in which the member has a substantial interest.
- (d) Any person who appears before the city council or commission who has had business dealings in the immediately preceding twelve-month period involving one or more transactions of five hundred dollars (\$500.00) or more each, for a total of twenty-five hundred dollars (\$2,500.00) or more, with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with section 1.01.009 of this code.

##### **Sec. 2.05.005 Financial Disclosure**

- ~~(a) No later than April 30th of each year, each city official shall file a sworn financial disclosure statement with the city secretary reflecting the financial situation of the city official as of December 31st of the previous year. Notwithstanding any other term or provision of this article, as used in this section:~~

~~(1) The term “family member” shall include only the city official and the spouse and the minor children of the city official.~~

~~(2) The term “substantial interest” shall include only the interests of the city official and the spouse and minor children of the city official.~~

~~(b) A newly appointed city official shall file a sworn financial disclosure statement with the city secretary within thirty (30) days from the date the position with the city is assumed. Said statement shall reflect the financial situation as of date of employment or appointment and for the previous twelve (12) months; provided, however, such city official shall not be required to include in such statement the requirements of subsections (4)(f), (g), and (h) [sic] of this section.~~

~~(c) Each person required to file a financial disclosure statement shall do so on a form supplied by the city, which shall include the following information:~~

~~(1) The person's name, residence address, business address and telephone number, and all names under which the person or family member does business.~~

~~(2) Identification by street address, and legal description of all real property located within the city or its extraterritorial jurisdiction in which the person has a substantial interest.~~

~~(3) Identification of each business entity owning property or doing business within the city or its extraterritorial jurisdiction in which the person has a substantial interest.~~

~~(4) Identification of each source of income amounting to ten (10) percent or more of the person's or family member's gross annual income as defined by the United States Internal Revenue Code.~~

~~(5) Identification of the donor of each gift of more than five hundred dollars (\$500.00) in value received by the person or family member, including the value of the gift, where such donor has appeared before and requested action of the city council during the reporting period.~~

~~(6) Identification of the donor of two or more gifts of an accumulated value of one thousand dollars (\$1,000.00) or more received by the person or family member, where such donor has appeared before and requested action of the city council during the reporting period.~~

- ~~(d) The city secretary shall maintain all financial disclosure statements required to be filed herein as public records and retain them for a period of three (3) years, after which statements shall be destroyed.~~
- ~~(e) Within thirty (30) days of being appointed to the planning and zoning commission or board of adjustment and on each anniversary of that date, each member of such commission shall file with the city secretary a sworn statement identifying by street address and legal description all real property located within the city or its extraterritorial jurisdiction in which the member has a substantial interest.~~
- ~~(f) Any person who appears before the city council or commission who has had business dealings in the immediately preceding twelve-month period involving one or more transactions of five hundred dollars (\$500.00) or more each, for a total of twenty-five hundred dollars (\$2,500.00) or more, with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with section 1.01.009 of this code.~~

**Sec. ~~2.05.006~~ 2.05.005 Ethics review commission**

- (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.
- (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) The commission shall meet at least once a year to review this article and may make recommendations to the city council for amendments thereto.
- (g) 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.

- (h) 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.
- (i) 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.

**Sec. ~~2.05.007~~ 2.05.006 Disposition of alleged violations**

- (a) Form of complaint. A sworn complaint based on personal knowledge alleging a violation(s) of this article shall specify the provision(s) of this article alleged to have been violated, and shall name the city official, candidate, or appointee being charged.

THE STATE OF TEXAS:

COUNTY OF WILLIAMSON:

TO: THE ETHICS REVIEW COMMISSION OF THE CITY OF HUTTO, TEXAS:

COMES NOW (complainant), and makes this complaint, UPON HIS/HER PERSONAL KNOWLEDGE AND UNDER OATH against (name of person complained against), and would show the Commission that:

On or about the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,

(insert date of the action, or omission, complained of)

\_\_\_\_\_,

(name of person complained against)

a/an (insert appropriate designation; city official, candidate, board or commission member) of the City of Hutto, Texas, violated the following provision(s) of chapter 2, article 2.05, Code of Ordinances, City of Hutto, Texas, to wit: (specify by section, subsection and



paragraph number the provision(s) alleged violated) by committing the following act, or omission, to wit:

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(Describe above, the action, or omission, alleged to violate each code provision cited. You may attach additional pages if more space is required.)

- (b) Effect of complaint; complaints filed on initiative of commission or by member of commission. Upon the aforesaid sworn complaint of any person being filed with the city secretary's office, or on its own initiative, the commission shall consider possible violations of this article by city officials, candidates and appointees. A complaint shall not be deemed to be filed on the initiative of the commission save and except the complaint be signed and sworn to by two (2) members of the commission, one of whom is the chairman of the commission, after consultation with the legal counsel of the commission. A complaint filed by an individual member of the commission shall be deemed to have been filed in the commission member's capacity as a private citizen and, in such event, the member of the commission filing the complaint shall not thereafter participate in a commission meeting at which such complaint is considered save and except that the commissioner filing the complaint may participate as a complainant at such meeting.
- (c) Time limit for filing complaint. A complaint alleging a violation of this article must be filed with the city secretary within two (2) years from the commission of the action alleged as a violation, and not afterward.
- (d) Receipt of complaint; distribution of copies; notifications. Not later than three (3) working days after the city secretary receives a sworn complaint, the city secretary shall acknowledge the receipt of the complaint to the complainant, and provide a copy of the complaint to the city attorney, the independent counsel, the commission and the person complained against. Not later than ten (10) working days after receipt of a complaint, the commission shall notify in writing the person who made the complaint and the person complained against of a date for a preliminary hearing. If the commission does not hold a preliminary hearing within twenty (20) working days of receipt of the complaint, it shall notify the person who made the complaint of the reasons for the delay and shall subsequently give him the appropriate notification.

- (e) Procedure when complaint filed by commission. The commission may consider possible violations of this article on its own initiative. Within seven (7) days of the commission's decision to consider a possible violation of this article, the commission shall draft a written complaint specifying the provision(s) of this article alleged to have been violated and shall file a copy with the city secretary, and provide a copy to the city attorney, the independent counsel, and the person complained against. Not later than fifteen (15) days after the drafting of the complaint, the commission shall notify in writing the person complained against of the date for the preliminary hearing.
- (f) Communications by commission members. After a complaint has been filed and during the pendency of a complaint before the commission, a member of the commission may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the commission; provided that a member may consult with the attorney or the staff liaison for the commission as to process, procedure and legal issues.
- (g) Preliminary hearing. As soon as reasonably possible, but in no event more than sixty (60) days after receiving a complaint, the commission shall conduct a preliminary hearing.
  - (1) The issue at a preliminary hearing shall be the existence of reasonable grounds to believe that a violation of this article has occurred. The person filing a complaint, or the independent counsel in cases considered upon the commission's own initiative, shall state the alleged violation and shall describe in narrative form the testimony and other evidence which would be presented to prove the alleged violation as stated in the written complaint. Statements at a preliminary hearing shall be under oath, but there shall be no cross-examination or requests for persons or evidence issued for the hearing. Members of the commission may question the complainant, the independent counsel for the commission, or the city official or appointee named in the complaint.
  - (2) The city official or appointee named in the complaint shall have the opportunity to respond but is not required to attend or make any statement. The official or appointee may describe in narrative form the testimony and other evidence which would be presented to disprove the alleged violation. If the official or appointee agrees that a violation has occurred, he may so state and the commission may consider the appropriate sanction.
  - (3) The complainant and the city official or appointee named in the complaint shall have the right of representation by counsel.

(4) At the conclusion of the preliminary hearing, the commission shall decide whether a final hearing should be held; provided the commission may proceed to determine the appropriate sanction if the charged city official or appointee does not object and admits the charged violation, and the commission determines that there are no fact issues to be resolved. If the commission determines that there are reasonable grounds to believe that a violation of this article has occurred, it shall schedule a final hearing. If the commission does not determine that there are reasonable grounds to believe that a violation of this article has occurred, the complaint shall be automatically dismissed. A decision to conduct a final hearing is not a finding that a violation has occurred.

(5) The commission, at any time during the preliminary hearing, may also dismiss a complaint if the complaint does not allege conduct which would be a violation of this article. Before a complaint is dismissed for failure to allege a violation, the complainant shall be permitted one opportunity, within ten (10) days of such preliminary hearing, to revise and resubmit the complaint.

(6) The complainant, the independent counsel, and the city official or appointee named in the complaint may ask the commission at a preliminary hearing to request certain persons and evidence for a final hearing, if one is scheduled.

(h) Final hearing.

(1) The final hearing shall be held as expeditiously as possible following the determination by the commission that there are reasonable grounds to believe that a violation of this article has occurred, but in no event shall it be held more than thirty (30) days after said determination. The commission may grant two (2) postponements, not to exceed fifteen (15) days each, upon the request of the city official or appointee named in the complaint.

(2) The issue at a final hearing shall be whether a violation of this article has occurred. The commission shall make its determination based on clear and convincing evidence in the record. All witnesses shall make their statements under oath. If the commission determines that a violation has occurred, it shall state its findings in writing, shall identify the particular provision(s) of this article which have been violated, and within five (5) working days shall deliver a copy of the findings to the complainant, if any, the person named in the complaint and the city secretary.

(3) If a complaint proceeds to a final hearing, the commission may request witnesses to attend and testify, administer oaths and affirmations, take evidence and request the production of books, papers, records, or other evidence needed for the performance of

the commission's duties or exercise of its powers, including its duties and powers of investigation.

(i) Sanctions.

(1) If the commission determines that a violation of this article has occurred, it shall proceed directly to determination of the appropriate sanction(s). A violation of this article shall not be subject to criminal penalties under the city code. The commission may receive additional testimony or statements before considering sanctions but is not required to do so. If the city official or appointee named in the complaint acted in reliance upon a written opinion of the city attorney, the commission shall consider that fact.

(2) If the commission determines that a violation has occurred, it may impose or recommend the following sanctions:

(A) A letter of notification shall be the appropriate sanction when the violation is clearly unintentional, or when the official's or appointee's conduct complained of was made in reliance on a written opinion of the city attorney. A letter of notification shall advise the official or appointee to whom it is directed of any steps to be taken to avoid future violations. The commission may direct a letter of notification to any official or appointee covered by this article.

(B) A letter of admonition shall be the appropriate sanction in those cases in which the commission finds that the violation is minor and/or may have been unintentional but calls for a more substantial response than a letter of notification. The commission may admonish any official or appointee covered by this article.

(C) A reprimand shall be the appropriate sanction when the commission finds that a violation has been committed intentionally or through disregard of this article. The commission may reprimand any official or appointee covered by this article. A reprimand directed to a city official or board or commission member shall also be sent to the city council. A letter of reprimand directed to a city official or appointee shall be transmitted to the city secretary and published in the official newspaper of the city, and shall be sent to the city council.

(D) A letter of censure shall be the appropriate sanction when the commission finds that a serious or repeated violation(s) of this article has been committed intentionally or through culpable disregard of this article by a city official or appointee. A letter of censure directed to an elected city official shall be

transmitted to the city secretary, published in the official newspaper of the city and shall be sent to the city council.

**Secs. 2.05.007-2.05.040 Reserved**

**Division 2. Financial Disclosure and Standards of Conduct**

**Sec. 2.05.041 Definitions**

Notwithstanding any other term or provision in this article, as used in this division:

(1) The term “city official” shall include the mayor, members of city council, city manager, city attorney, members of the Planning Commission, members of the Hutto Economic Development Corporation (HEDC) board of directors, and the HEDC coordinator.

(2) The term “candidate for municipal office” shall include, unless otherwise provided in this division, any person who files for election or appointment to a position as the mayor, member of city council, city manager, city attorney, member of the Planning Commission, member of the HEDC board of directors, and the HEDC coordinator.

(3) The term “deliver” shall include transmitting by mail, personal delivery, or e-mail or any other means of electronic transfer.

**Sec. 2.05.042 Financial statement required**

(a) A city official or candidate for municipal office shall file a financial statement as required by this division.

(b) The statement must:

(1) be filed with the city secretary; and

(2) comply with Sections 572.022 and 572.023, Government Code.

**Sec. 2.05.043 Filing dates; timeliness of filing**

(a) Upon passage of this ordinance, the first city officials required to file the financial statement required by this division, shall file by not later than December 15, 2019, reflecting the city official’s financial situation as of December 1<sup>st</sup> of the current year

and financial activity between January 1, 2019 and December 1, 2019 (“initial filing”). After the initial filing, a city official shall file in accordance with subsection (b) of this Section.

(b) A city official shall file the financial statement as required by this division by not later than April 30<sup>th</sup> of each year reflecting the city official’s financial situation as of December 31st of the previous year and financial activity between January 1<sup>st</sup> and December 31<sup>st</sup> of the previous year.

(c) A candidate for municipal office filled by appointment shall file the financial statement required by this division by not later than the 45<sup>th</sup> day after the date on which the person assumes the duties of the position.

(d) A candidate for municipal office filled by election shall file the financial statement required by this division not later than the earlier of:

(1) the 20<sup>th</sup> day after the deadline for filing an application for a place on the ballot in the election; or

(2) the fifth day before the date of the election.

(e) A person is considered to have timely filed a financial statement under this division if:

(1) the statement is personally delivered not later than 5:00 p.m. of the last day designated for filing the statement;

(2) the city secretary has adopted rules and procedures to provide for the electronic filing of the statement and the statement is electronically filed in accordance with those rules and procedures not later than midnight of the last day for filing the statement; or

(3) the financial statement is timely filed if it is properly addressed and placed in the United States Post Office or in the hands of a common or contract carrier not later than the last day for filing the financial statement. The post office cancellation mark or the receipt mark of a common or contract carrier is prima facie evidence of the date the statement was deposited with the post office or carrier. The individual filing the statement may show by competent evidence that the actual date of posting was different from that shown by the marks.



- (f) If the deadline for filing the financial statement is a Saturday, Sunday, or a legal City, state, or national holiday, then the statement is timely if filed on the next regular business day.
- (g) A city official or candidate for municipal office filled by appointment may request the city secretary grant an extension of not more than 60 days for filing the statement. The city secretary shall grant the request if it is received before the filing deadline or if the official's physical or mental incapacity prevents the official from filing the statement or requesting an extension before the filing deadline. The city secretary may not grant more than one extension to a person in one year except for good cause shown.
- (h) The city secretary may not grant an extension to a candidate for municipal office filled by election.

#### **Sec. 2.05.044 Form of statement**

- (a) The PFS-LOCAL form designed by the Texas Ethics Commission under Chapter 572, Government Code, shall be used for filing the financial statement required under this division.
- (b) The city secretary shall deliver at least one copy of the form to each city official or candidate for municipal office filled by appointment who is required to file under this division not later than the 31<sup>st</sup> day before the deadline for filing the financial statement under section 2.05.043 (b) or (c).
- (c) The city secretary shall deliver a copy of the form to each candidate for municipal office filled by election who is required to file under this division not later than the 10<sup>th</sup> day before the deadline for filing the statement under Section 2.05.043 (d).
- (d) The city secretary may choose one or more methods to deliver the form.

#### **Sec. 2.05.045 Duplicate or supplemental statements**

If a person has filed a financial statement under one provision of this division covering the preceding calendar year, the person is not required to file a financial statement required under another provision of this division covering that same year if, before the deadline for filing the statement under the other provision, the person notifies the city secretary in writing that the person has already filed a financial statement under this division covering that year.

#### **Sec. 2.05.046 Public access to statements; retention**

- (a) Financial statements filed under this division are public records and shall be made available to the public in accordance with the Public Information Act. The city secretary shall maintain the statements in separate alphabetical files and in a manner that is accessible to the public during regular office hours. The filer of a financial statement may request that their address be redacted before their financial statement is provided pursuant to a Public Information Act request and/or posted on the City website.
- (b) The city secretary may, and on notification from a former city official or candidate shall, destroy any financial statements filed by the official or candidate after the second anniversary of the date the person ceases to be an official or candidate, as applicable.

#### **Sec. 2.05.047 Notification to prosecuting attorney**

The city secretary shall maintain a list of the city officials and candidates for municipal office required to file a financial statement under this division. Not later than the 10th day after each applicable filing deadline, the city secretary shall provide to the municipal attorney a copy of the list showing for each city official and candidate for municipal office:

- (1) whether the official or candidate timely filed a financial statement as required by this division;
- (2) whether the official or candidate timely requested and was granted an extension of time to file as provided for by Section 2.05.043 and the new due date for each such official or candidate; or
- (3) whether the official or candidate did not timely file a financial statement or receive an extension of time.

#### **Sec. 2.05.048 Criminal Penalty**

- (a) A city official or a candidate for a municipal office filled by election commits an offense if the official or candidate knowingly fails to file a financial statement as required by this division.

(b) An official or candidate that violates the provisions of this division shall be guilty of a class C misdemeanor and shall be subject to a fine in an amount not to exceed five hundred dollars (\$500.00).

(c) It is a defense to prosecution under this division that the official or candidate did not receive copies of the financial statement form required to be delivered to the official or candidate by this division.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF HUTTO AMENDING CHAPTER 2 (ADMINISTRATION AND PERSONNEL) OF THE CITY CODE OF ORDINANCES RELATING TO FINANCIAL DISCLOSURES AND STANDARDS OF CONDUCT; PROVIDING FOR AN OFFENSE AND PENALTY; AND PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETINGS CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.**

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

**SECTION I.**

That the Code of Ordinances (2014 Edition) Chapter 2 (Administration and Personnel), Article 2.05 (Standards of Conduct) is amended to include the changes described in the attached Exhibit A and incorporated herein:

**SECTION II. PUBLICATION CLAUSE**

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 III. SEVERABILITY CLAUSE**

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

**SECTION IV. REPEALING CLAUSE**

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

**SECTION V. OPEN MEETING CLAUSE**

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 formerly acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Government Code, as amended.

**SECTION VI. EFFECTIVE DATE**

This ordinance shall take effect and be in force from and after its passage.

**READ AND APPROVED** the first reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**READ, APPROVED, AND ADOPTED** the ordinance on the second reading this \_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
**Doug Gaul, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lacie Hale, City Secretary**

## **EXHIBIT A**

### **Article 2.05 Standards of Conduct**

#### **Division 1. Generally**

##### **Sec. 2.05.004 Disclosure of interest**

- (a) If any city official or appointee has a substantial interest in any real property or business entity involved in any decision pending before the body of which the city official or appointee is a member, the city official or appointee shall not vote or otherwise participate in the consideration of the matter.
- (b) In the case of a city official or appointee, the city official or appointee shall publicly disclose, verbally or in writing, the nature and extent of such interest to the body on which the city official or appointee serves prior to any discussion or determination of the matter to be considered or immediately upon discovery of the conflict of interest. The statement of disclosure shall be included in the official minutes of the body.
- (c) Within thirty (30) days of being appointed to the planning and zoning commission or board of adjustment and on each anniversary of that date, each member of such commission shall file with the city secretary a sworn statement identifying by street address and legal description all real property located within the city or its extraterritorial jurisdiction in which the member has a substantial interest.
- (d) Any person who appears before the city council or commission who has had business dealings in the immediately preceding twelve-month period involving one or more transactions of five hundred dollars (\$500.00) or more each, for a total of twenty-five hundred dollars (\$2,500.00) or more, with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with section 1.01.009 of this code.

##### **Sec. 2.05.005 Ethics review commission**

- (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.
- (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) The commission shall meet at least once a year to review this article and may make recommendations to the city council for amendments thereto.
- (g) 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.
- (h) 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.
- (i) 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.

**Sec. 2.05.006 Disposition of alleged violations**

- (a) Form of complaint. A sworn complaint based on personal knowledge alleging a violation(s) of this article shall specify the provision(s) of this article alleged to have been violated, and shall name the city official, candidate, or appointee being charged.

THE STATE OF TEXAS:

COUNTY OF WILLIAMSON:

TO: THE ETHICS REVIEW COMMISSION OF THE CITY OF HUTTO, TEXAS:

COMES NOW (complainant), and makes this complaint, UPON HIS/HER PERSONAL KNOWLEDGE AND UNDER OATH against (name of person complained against), and would show the Commission that:

On or about the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,

(insert date of the action, or omission, complained of)

\_\_\_\_\_,

(name of person complained against)

a/an (insert appropriate designation; city official, candidate, board or commission member) of the City of Hutto, Texas, violated the following provision(s) of chapter 2, article 2.05, Code of Ordinances, City of Hutto, Texas, to wit: (specify by section, subsection and paragraph number the provision(s) alleged violated) by committing the following act, or omission, to wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Describe above, the action, or omission, alleged to violate each code provision cited. You may attach additional pages if more space is required.)

- (b) Effect of complaint; complaints filed on initiative of commission or by member of commission. Upon the aforesaid sworn complaint of any person being filed with the city secretary's office, or on its own initiative, the commission shall consider possible violations of this article by city officials, candidates and appointees. A complaint shall not be deemed to be filed on the initiative of the commission save and except the complaint be signed and sworn to by two (2) members of the commission, one of whom is the chairman of the commission, after consultation with the legal counsel of the commission. A complaint filed by an individual member of the commission shall be deemed to have been filed in the commission member's capacity as a private citizen and, in such event, the member of the commission filing the complaint shall not thereafter participate in a commission meeting at which such complaint is considered save and except that the commissioner filing the complaint may participate as a complainant at such meeting.

- (c) Time limit for filing complaint. A complaint alleging a violation of this article must be filed with the city secretary within two (2) years from the commission of the action alleged as a violation, and not afterward.
- (d) Receipt of complaint; distribution of copies; notifications. Not later than three (3) working days after the city secretary receives a sworn complaint, the city secretary shall acknowledge the receipt of the complaint to the complainant, and provide a copy of the complaint to the city attorney, the independent counsel, the commission and the person complained against. Not later than ten (10) working days after receipt of a complaint, the commission shall notify in writing the person who made the complaint and the person complained against of a date for a preliminary hearing. If the commission does not hold a preliminary hearing within twenty (20) working days of receipt of the complaint, it shall notify the person who made the complaint of the reasons for the delay and shall subsequently give him the appropriate notification.
- (e) Procedure when complaint filed by commission. The commission may consider possible violations of this article on its own initiative. Within seven (7) days of the commission's decision to consider a possible violation of this article, the commission shall draft a written complaint specifying the provision(s) of this article alleged to have been violated and shall file a copy with the city secretary, and provide a copy to the city attorney, the independent counsel, and the person complained against. Not later than fifteen (15) days after the drafting of the complaint, the commission shall notify in writing the person complained against of the date for the preliminary hearing.
- (f) Communications by commission members. After a complaint has been filed and during the pendency of a complaint before the commission, a member of the commission may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the commission; provided that a member may consult with the attorney or the staff liaison for the commission as to process, procedure and legal issues.
- (g) Preliminary hearing. As soon as reasonably possible, but in no event more than sixty (60) days after receiving a complaint, the commission shall conduct a preliminary hearing.
  - (1) The issue at a preliminary hearing shall be the existence of reasonable grounds to believe that a violation of this article has occurred. The person filing a complaint, or the independent counsel in cases considered upon the commission's own initiative, shall state the alleged violation and shall describe in narrative form the testimony and other evidence which would be presented to prove the alleged violation as stated in the

written complaint. Statements at a preliminary hearing shall be under oath, but there shall be no cross-examination or requests for persons or evidence issued for the hearing. Members of the commission may question the complainant, the independent counsel for the commission, or the city official or appointee named in the complaint.

(2) The city official or appointee named in the complaint shall have the opportunity to respond but is not required to attend or make any statement. The official or appointee may describe in narrative form the testimony and other evidence which would be presented to disprove the alleged violation. If the official or appointee agrees that a violation has occurred, he may so state and the commission may consider the appropriate sanction.

(3) The complainant and the city official or appointee named in the complaint shall have the right of representation by counsel.

(4) At the conclusion of the preliminary hearing, the commission shall decide whether a final hearing should be held; provided the commission may proceed to determine the appropriate sanction if the charged city official or appointee does not object and admits the charged violation, and the commission determines that there are no fact issues to be resolved. If the commission determines that there are reasonable grounds to believe that a violation of this article has occurred, it shall schedule a final hearing. If the commission does not determine that there are reasonable grounds to believe that a violation of this article has occurred, the complaint shall be automatically dismissed. A decision to conduct a final hearing is not a finding that a violation has occurred.

(5) The commission, at any time during the preliminary hearing, may also dismiss a complaint if the complaint does not allege conduct which would be a violation of this article. Before a complaint is dismissed for failure to allege a violation, the complainant shall be permitted one opportunity, within ten (10) days of such preliminary hearing, to revise and resubmit the complaint.

(6) The complainant, the independent counsel, and the city official or appointee named in the complaint may ask the commission at a preliminary hearing to request certain persons and evidence for a final hearing, if one is scheduled.

(h) Final hearing.

(1) The final hearing shall be held as expeditiously as possible following the determination by the commission that there are reasonable grounds to believe that a violation of this article has occurred, but in no event shall it be held more than thirty

(30) days after said determination. The commission may grant two (2) postponements, not to exceed fifteen (15) days each, upon the request of the city official or appointee named in the complaint.

(2) The issue at a final hearing shall be whether a violation of this article has occurred. The commission shall make its determination based on clear and convincing evidence in the record. All witnesses shall make their statements under oath. If the commission determines that a violation has occurred, it shall state its findings in writing, shall identify the particular provision(s) of this article which have been violated, and within five (5) working days shall deliver a copy of the findings to the complainant, if any, the person named in the complaint and the city secretary.

(3) If a complaint proceeds to a final hearing, the commission may request witnesses to attend and testify, administer oaths and affirmations, take evidence and request the production of books, papers, records, or other evidence needed for the performance of the commission's duties or exercise of its powers, including its duties and powers of investigation.

(i) Sanctions.

(1) If the commission determines that a violation of this article has occurred, it shall proceed directly to determination of the appropriate sanction(s). A violation of this article shall not be subject to criminal penalties under the city code. The commission may receive additional testimony or statements before considering sanctions but is not required to do so. If the city official or appointee named in the complaint acted in reliance upon a written opinion of the city attorney, the commission shall consider that fact.

(2) If the commission determines that a violation has occurred, it may impose or recommend the following sanctions:

(A) A letter of notification shall be the appropriate sanction when the violation is clearly unintentional, or when the official's or appointee's conduct complained of was made in reliance on a written opinion of the city attorney. A letter of notification shall advise the official or appointee to whom it is directed of any steps to be taken to avoid future violations. The commission may direct a letter of notification to any official or appointee covered by this article.

(B) A letter of admonition shall be the appropriate sanction in those cases in which the commission finds that the violation is minor and/or may have been

unintentional but calls for a more substantial response than a letter of notification. The commission may admonish any official or appointee covered by this article.

(C) A reprimand shall be the appropriate sanction when the commission finds that a violation has been committed intentionally or through disregard of this article. The commission may reprimand any official or appointee covered by this article. A reprimand directed to a city official or board or commission member shall also be sent to the city council. A letter of reprimand directed to a city official or appointee shall be transmitted to the city secretary and published in the official newspaper of the city, and shall be sent to the city council.

(D) A letter of censure shall be the appropriate sanction when the commission finds that a serious or repeated violation(s) of this article has been committed intentionally or through culpable disregard of this article by a city official or appointee. A letter of censure directed to an elected city official shall be transmitted to the city secretary, published in the official newspaper of the city and shall be sent to the city council.

**Secs. 2.05.007-2.05.040 Reserved**

**Division 2. Financial Disclosure and Standards of Conduct**

**Sec. 2.05.041 Definitions**

Notwithstanding any other term or provision in this article, as used in this division:

- (1) The term “city official” shall include the mayor, members of city council, city manager, city attorney, members of the Planning Commission, members of the Hutto Economic Development Corporation (HEDC) board of directors, and the HEDC coordinator.
- (2) The term “candidate for municipal office” shall include, unless otherwise provided in this division, any person who files for election or appointment to a position as the mayor, member of city council, city manager, city attorney, member of the Planning Commission, member of the HEDC board of directors, and the HEDC coordinator.
- (3) The term “deliver” shall include transmitting by mail, personal delivery, or e-mail or any other means of electronic transfer.



**Sec. 2.05.042 Financial statement required**

- (a) A city official or candidate for municipal office shall file a financial statement as required by this division.
- (b) The statement must:
  - (1) be filed with the city secretary; and
  - (2) comply with Sections 572.022 and 572.023, Government Code.

**Sec. 2.05.043 Filing dates; timeliness of filing**

- (a) Upon passage of this ordinance, the first city officials required to file the financial statement required by this division, shall file by not later than December 15, 2019, reflecting the city official's financial situation as of December 1<sup>st</sup> of the current year and financial activity between January 1, 2019 and December 1, 2019 ("initial filing"). After the initial filing, a city official shall file in accordance with subsection (b) of this Section.
- (b) A city official shall file the financial statement as required by this division by not later than April 30<sup>th</sup> of each year reflecting the city official's financial situation as of December 31<sup>st</sup> of the previous year and financial activity between January 1<sup>st</sup> and December 31<sup>st</sup> of the previous year. Upon passage of this ordinance, the first city officials required to file the financial statement required by this division, shall file by not later than December 15, 2019, reflecting the city official's financial situation for the preceding 12 months ("initial filing"). After the initial filing, a city official shall file in accordance with subsection (b) of this Section.
- (c) A candidate for municipal office filled by appointment shall file the financial statement required by this division by not later than the 45<sup>th</sup> day after the date on which the person assumes the duties of the position.
- (d) A candidate for municipal office filled by election shall file the financial statement required by this division not later than the earlier of:
  - (1) the 20<sup>th</sup> day after the deadline for filing an application for a place on the ballot in the election; or
  - (2) the fifth day before the date of the election.

(e) A person is considered to have timely filed a financial statement under this division if:

(1) the statement is personally delivered not later than 5:00 p.m. of the last day designated for filing the statement;

(2) the city secretary has adopted rules and procedures to provide for the electronic filing of the statement and the statement is electronically filed in accordance with those rules and procedures not later than midnight of the last day for filing the statement; or

(3) the financial statement is timely filed if it is properly addressed and placed in the United States Post Office or in the hands of a common or contract carrier not later than the last day for filing the financial statement. The post office cancellation mark or the receipt mark of a common or contract carrier is prima facie evidence of the date the statement was deposited with the post office or carrier. The individual filing the statement may show by competent evidence that the actual date of posting was different from that shown by the marks.

(f) If the deadline for filing the financial statement is a Saturday, Sunday, or a legal City, state, or national holiday, then the statement is timely if filed on the next regular business day.

(g) A city official or candidate for municipal office filled by appointment may request the city secretary grant an extension of not more than 60 days for filing the statement. The city secretary shall grant the request if it is received before the filing deadline or if the official's physical or mental incapacity prevents the official from filing the statement or requesting an extension before the filing deadline. The city secretary may not grant more than one extension to a person in one year except for good cause shown.

(h) The city secretary may not grant an extension to a candidate for municipal office filled by election.

#### **Sec. 2.05.044 Form of statement**

(a) The PFS-LOCAL form designed by the Texas Ethics Commission under Chapter 572, Government Code, shall be used for filing the financial statement required under this division.

(b) The city secretary shall deliver at least one copy of the form to each city official or candidate for municipal office filled by appointment who is required to file under this

division not later than the 31<sup>st</sup> day before the deadline for filing the financial statement under section 2.05.043 (b) or (c).

- (c) The city secretary shall deliver a copy of the form to each candidate for municipal office filled by election who is required to file under this division not later than the 10<sup>th</sup> day before the deadline for filing the statement under Section 2.05.043 (d).
- (d) The city secretary may choose one or more methods to deliver the form.

**Sec. 2.05.045 Duplicate or supplemental statements**

If a person has filed a financial statement under one provision of this division covering the preceding calendar year, the person is not required to file a financial statement required under another provision of this division covering that same year if, before the deadline for filing the statement under the other provision, the person notifies the city secretary in writing that the person has already filed a financial statement under this division covering that year.

**Sec. 2.05.046 Public access to statements; retention**

- (a) Financial statements filed under this division are public records and shall be made available to the public in accordance with the Public Information Act. The city secretary shall maintain the statements in separate alphabetical files and in a manner that is accessible to the public during regular office hours. The filer of a financial statement may request that their address be redacted before their financial statement is provided pursuant to a Public Information Act request and/or posted on the City website.
- (b) The city secretary may, and on notification from a former city official or candidate shall, destroy any financial statements filed by the official or candidate after the second anniversary of the date the person ceases to be an official or candidate, as applicable.

**Sec. 2.05.047 Notification to prosecuting attorney**

The city secretary shall maintain a list of the city officials and candidates for municipal office required to file a financial statement under this division. Not later than the 10th day after each applicable filing deadline, the city secretary shall provide to the municipal attorney a copy of the list showing for each city official and candidate for municipal office:

(1) whether the official or candidate timely filed a financial statement as required by this division;

(2) whether the official or candidate timely requested and was granted an extension of time to file as provided for by Section 2.05.043 and the new due date for each such official or candidate; or

(3) whether the official or candidate did not timely file a financial statement or receive an extension of time.

**Sec. 2.05.048 Criminal Penalty**

(a) A city official or a candidate for a municipal office filled by election commits an offense if the official or candidate knowingly fails to file a financial statement as required by this division.

(b) An official or candidate that violates the provisions of this division shall be guilty of a class C misdemeanor and shall be subject to a fine in an amount not to exceed five hundred dollars (\$500.00).

(c) It is a defense to prosecution under this division that the official or candidate did not receive copies of the financial statement form required to be delivered to the official or candidate by this division.

City Council

## AGENDA ITEM

9.F.



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**To:** City Council

**Subject:** Consideration and possible action on a Resolution relating to the approval of the City of Hutto Economic Development Corporation Type B dedication of a portion of sales tax collected by the Corporation to the City of Hutto Sports, Health and Entertainment District.

**Meeting:** City Council – 21 Nov. 2019

**Department:** Economic Development

**Staff Contact:** Jessica Geray

### BACKGROUND INFORMATION:

This item is related to the Sports, Health, and Entertainment District, formerly called the Sports and Health District & Project Expansion.

The Hutto Economic Development Corporation Type B approved the Sales Tax Contribution Agreement to invest 75% of the sales and use tax generated within the District back in to the District with a 6-0 vote. This item ratifies the actions of the EDC.

### RECOMMENDATION:

Staff recommends approval

### ATTACHMENTS:

Resolution  
EDC Resolution and Sales Tax Contribution Agreement

**RESOLUTION NO. R-\_\_\_\_\_**

**A RESOLUTION RELATING TO THE APPROVAL OF THE  
CITY OF HUTTO ECONOMIC DEVELOPMENT  
CORPORATION TYPE B DEDICATION OF A PORTION OF  
SALES TAX COLLECTED BY THE CORPORATION.**

**WHEREAS**, the City Council of the City of Hutto (“City”) is considering approval of the City of Hutto Sports, Health and Entertainment District, including the Perfect Game and related projects; and

**WHEREAS**, in order to assist in development of the District and the Project, the Hutto Economic Development Corporation Type B has authorized a portion of the sales taxes collected by the Hutto Economic Development Corporation Type B to be used to support the District and the Project, as evidenced by a sales-tax proceeds contribution agreement between the City of Hutto and Hutto Economic Development Corporation Type B; and

**WHEREAS**, the City has determined that use of the sales tax proceeds is appropriate and necessary to proceed with the development of the District and the Project.

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

The City approves and confirms the action by the Hutto Economic Development Corporation Type B authorizing a portion of the sales tax collected by the Hutto Economic Development Corporation Type B within the proposed District as evidenced by a sales-tax proceeds contribution agreement between the City of Hutto and Hutto Economic Development Corporation Type B and approves payment of funds received under the agreement to be paid to the City to secure third party financing in order to provide proceeds to plan, develop and construct public and other improvements within the Sports, Health, and Entertainment District

Read, considered and resolved by the City Council of the City of Hutto at a regular meeting on the 21st day of November, 2019, 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.

**City of Hutto, Texas**

\_\_\_\_\_  
Doug Gaul, Mayor

**Attest:**

\_\_\_\_\_  
Lacie Hale, City Secretary



Regular City Council  
**AGENDA ITEM**  
**10.A.**



**To:**  
**Subject:** Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with Vortex International for the purchase and installation of a new splash pad at Fritz Park for an amount not to exceed \$298,990.10.  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Parks and Recreation  
**Staff Contact:** Jeffrey White

**BACKGROUND INFORMATION:**

This request is to move into an agreement with Vortex International to purchase a 3,500 square foot splash pad for Fritz Park. The splash pad will come with 28 different water features to encompass all age groups. Funds from the Texas Parks and Wildlife Department grant will be used to offset some costs. Staff requested 6 vendors to submit for the design and construction of the splash pad.

**FINANCIAL IMPACT:**

Total costs for this project is \$298,990.10. Funds are allocated in the 2018 Bond. Additionally reimbursed funds have been approved from the Texas Parks and Wildlife Department grant.

**ATTACHMENTS:**

[VortexFinal](#)  
[Picture1](#)  
[Picture2](#)  
[SplashPadResolution](#)

# QUOTATION



Account Name City of Hutto- TX  
Project Name Fritz Park Splashpad- TX  
Project ID 33517

Created Date October 2, 2019  
Quote Number 00026145  
Quote Name Version F

Contact Name  
Email

Prepared By Allison Shafir  
Email ashafir@vortex-intl.com

Bill To Name City of Hutto- TX  
Bill To 306 E. Live Oak St.  
Hutto, Texas 78634  
United States

| Quantity | Item No.      | Product Description                                     |
|----------|---------------|---------------------------------------------------------|
| 2        | 1001.4000R02  | PLAYSAFE DRAIN No1                                      |
| 1        | 555.2000R01   | AQUA DOME N°1 (SW,PC)                                   |
| 1        | 7360.0003R02  | AQUALIEN RAIN FOREST N°6 (SW,PC)                        |
| 2        | 7538.2008R02  | CATTAIL (SW,PC)                                         |
| 3        | 301.4100R03   | GEYSER (EM,LFN)                                         |
| 3        | 325.4000R01   | Jet Stream N°2 (EM)                                     |
| 1        | 7672.2008R02  | LEAF N°3 (SW,PC)                                        |
| 1        | 7781.2008R01  | Seaweed N°3 (SW, PC)                                    |
| 1        | 322.4000R01   | Water Bloom N°1 (EM)                                    |
| 1        | 7582.2008R04  | WATERBUG No3 (SW,PC)                                    |
| 2        | 613.2008R04   | ACTIVATOR N°2 (SW, PC)                                  |
| 1        | 7541.2008R01  | FLOWER N° 9 (SW,PC)                                     |
| 2        | 7725.2008R02  | BAMBOO Tree N°1(SW,PC)                                  |
| 1        | 7789.2008R01  | BAMBOO Tree N°2 (SW,PC)                                 |
| 3        | 7512.0000R01  | JET STREAM N°1 (EM)                                     |
| 1        | D1750.0000R01 | Water Distribution System (CCC) - See Description Below |
| 2        | 8536.0000R01  | CUSTOM FEATURE- see description below- 01               |
| 1        | 136.2008R05   | SUPERWAVE WHEEL                                         |
| 1        | 255           | BUYING GROUP SERVICE DISCOUNT for supply                |
| 1        | 255           | BUYING GROUP SERVICE DISCOUNT for install               |

## Custom Product Information

Water Distribution System  
Serial Number: 33517D1907R01

ECDC Cabinet Command Center - Flow-Through  
Double 2" Inlet  
With Pressure Regulator; Backflow Preventer Installed  
Controller Installed in Equipment  
0 Additional Output  
2 Activation Device

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## QUOTATION

8x 1-1/2" PVC Solenoid Valve Line  
7x 1-1/2" PVC Solenoid Valve Line  
1x Maestro Controller, Flow-Through Standard 16 out / 8 in 120V

Custom Feature: Custom Hippo Spray Loop  
VOR8795.2008R01

BUYBOARD DISCOUNTS ONLY AVAILABLE AS OF OCTOBER 1, 2019

Buy Board Number: 592-19



### Terms & Totals

#### Product

##### Field Credit Terms

30% Payable at Purchase Order  
40% Payable at Shipment 30% Balance Remaining  
Net 30 Days

##### Subtotal

USD 147,277.10

#### Installation

##### Field Credit Terms

Progress Billing Net 30 Days

Installation  
Freight  
Packaging  
Grand Total

USD 143,763.00  
USD 5,950.00  
USD 2,000.00  
USD 298,990.10

Initial Here

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# QUOTATION



## Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the purchase contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

## Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the 'Purchase Price') shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility and are not included in the Purchase Price. Without limiting the generality foregoing, applicable Canadian taxes will be applied to all taxable goods and services included in the Purchase Contract based on the Canada Revenue Agency's GST/HST Place of Supply rules, as amended from time to time.

Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase. Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully.

If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, property in, title to and right to possession of such products shall remain in Vortex until the Purchase Price and all sums due or to become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected with the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, for projects where Vortex is supplying goods without installation, risk of loss of the goods, or any part of the goods, shall pass to the Customer when the goods or any part of the goods is delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

## Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times are contingent upon receipt of signed purchase contract, approved drawings and all applicable color selections. Expected timing for order completion and shipment from the Vortex factory will be communicated to the Customer at the time the purchase contract is accepted by Vortex.

Vortex reserves the right to refuse a customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the customers. Any and all fees related to the delivery will not be the responsibility of Vortex and will be borne by the customer. Storage fees will be charged if the customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be wrapped and packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions on parts must be reported to Vortex at [support@vortex-intl.com](mailto:support@vortex-intl.com) and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the customer's request.

## Service & Support

Digital operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordinating the installation project unless otherwise specified. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex's products and services upon arrival. Vortex reserves the right to bill the

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## QUOTATION



Customer for (and the Customer agrees to pay) any additional time on site and any additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or Vortex contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

### Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: Project management and or coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing

### General Terms & Conditions

The Customer has reviewed local codes/standards as they may apply to the products contained in this order and has noted its acceptance of the design and related product specifications, by signing the Purchase Contract.

Where custom features have been Included, the Customer has indicated acceptance of the custom feature by initializing this agreement. Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. Any design changes requested after purchase order will be subject to additional fees.

For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted.

Vortex may refuse to accept any order for any reason without incurring any liability from the customer.

No Change to this Agreement will be enforceable unless the customer has a signed a Vortex Change Order request.

The Customer agrees to pay on demand the amount of all expenses reasonably incurred by Vortex in efforts to collect the Purchase  
The Purchaser shall pay reasonable legal costs (fees and disbursements) on a solicitor and own client basis, including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for that product, or part thereof, which gives rise to the claim. In no event will the Vortex be liable for special, indirect or consequential damages.

Any and all modifications and alterations made to Vortex's products will automatically void and null all warranties.

The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract

Pricing is valid for a period of 90 days.

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Signature

---

Title

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## QUOTATION



Printed Name

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# QUOTATION



## STATEMENT OF WORK

### Inclusions General Items

- The installation work includes a maximum of 2 mobilizations for the complete project
- Unloading of Vortex equipment, only if the site is ready for installation when the products are shipped
- Installation of splashpad equipment
- Site layout based on provided Datums for the splashpad area and mechanical room, tank and debris trap if applicable
- Clean-up of the area occupied by Vortex during the construction
- 1 pre-construction site visit by a project or construction manager
- Participation to pre-construction, project updates and safety meetings as required (Via conference calls or webinars)

### Piping and Electrical

- All plumbing connections as necessary for the splashpad operation
- Supply and install **PVC SCH80 or PEX** piping for all pressure lines from manifold to features locations
- Supply and install all suction lines for WQMS system if applicable
- Supply and install drain lines for splashpad and drain pit as required (Not for drain pit by others)
- Final connections to water, sewer and storm drain (brought to the specified locations by owner)
- Make final connections for electrical (Power supply brought to mechanical room or cabinet by owner)
- Install all safeswap anchors, ground sprays and piping to final grade, establishing a 2% slope to center drain and 1-2% slope back to drain pit
- Supply and install bonding for all features and pump equipment
- Pressure testing of all pressured lines
- Installation and connection of the manifold in mechanical room or water distribution system
- Installation of filtration equipment if applicable

### Concrete Work

- Medium broom finish on all exposed accessible concrete
- Form, place and finish concrete slab of splashpad area as per final design
- Form, place and finish all concrete slabs and collars necessary to support and secure components as system requires (Vault, dome, debris trap, water containment system)
- Expansion joints or saw cuts every 10' for the concrete slab
- Supply drain pit for WMS (Cabinet, Vault, Domepack)
- Form and place drain pit for mechanical room (If building provided by Vortex)
- 6" thick concrete slab for mechanical room with 4000 psi concrete mix, #3 reinforcing bars @ 12" c/c both directions and thickened edges on concrete work as needed (If building provided by Vortex)
- 6" thick concrete slab for splashpad area with 4000 psi concrete mix, #3 reinforcing bars @ 12" c/c both directions and thickened edges on concrete work as needed
- Form, place and finish concrete seat wall if applicable to the dimensions of the plans with 4000 psi concrete mix and #3 reinforcing bars @ 12" c/c both directions

### Excavation and Backfill

- Excavation of topsoil at a maximum of 6" below grade, proof compact sub-grade for the splashpad area
- Backfill and compaction of all excavated areas
- Excavation and backfill of trenches for pipe lines as required
- Excavation and backfill for water containment system and debris trap, as per design
- Excavation and proof-compact mechanical room area (If building provided by Vortex)

### Water Journey (Applicable only if a Water journey product is purchased)

- Supply and place 3000 psi concrete mix with reinforcing bars 4 x #3 and #3 ties @ 12" c/c for each pilaster (Ø18" at specified depth)
- Supply and place all plumbing connection as necessary for the Water Journey operation
- Supply and place all electrical connections as necessary for Water Journey operation
- Installation of the water journey and caulking of pre-cast slabs

### Optional items (All items are excluded by default but can be added to Vortex scope of work upon request)

- Installation of polygon shelter for housing of filtration equipment
- Landscape repairs including replacement of damaged grass

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## QUOTATION



- On site trash bins
- Temporary restrooms for the duration of the splashpad construction
- On site secure storage
- Temporary fences around the construction area
- Chemicals in necessary amount for the start-up of the WQMS system
- Filter sand to fill the sand filters provided by Vortex.
- Supply and install breakers required for the WMS
- Hose bibs supply and installation
- Back-flow preventer supply and installation
- Pressure regulator supply and installation
- Engineer stamped drawings related to the Splashpad and Equipment Room
- Excess excavated soil haul-off (offsite)

**Exclusions (All work not specifically mentioned in this scope of work is excluded unless otherwise specified)**

- Prevailing wages and certified payroll
- Demolition of any existing concrete, pass, parking areas, features or structures
- Tracking pads and/or access roads to the construction site
- Removal and handling of contaminated/stained or unsuitable soil, or buried obstructions
- Soil report and materials/compaction testing
- Site survey and location of reference points (Datum) and elevation
- Grading plans, Erosion and control plans, Storm water management plans and landscaping plans
- Final landscaping (grading, seeding, sod, shrubs, silt socks, etc.)
- All necessary permits for the required work unless specified otherwise
- All inspection fees (Rebar, plumbing, electrical, sewer, compaction) unless specified otherwise
- Sewer or water tap fees, if required
- Water or electrical meter fees, if required
- Dry play park products purchase and installation
- Benches, tables and shades purchase and installation
- Drain pit form and place in customer supplied mechanical room
- Additional requirements set forth by the local health department and/or code enforcement not previously agreed upon as of the date of this estimate
- Additional electrical requirements if the existing power supply system is not sufficient to handle the electrical requirements
- Additional plumbing requirements if the existing water supply, waste water line and/or storm drain is not sufficient or within the parameters established

**Other clauses that may incur additional expenses to be borne by the client:**

- All utilities must be provided at specified location within 30 ft of the mechanical room before Vortex mobilization.
- Laydown area and adequate access to work areas shall be provided to Vortex installers.
- SUB-SURFACE CONDITIONS: Owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or pour soil bearing capacity, less than 3000 PSF or a water table higher than 10 ft below finished grade. If material is so large or so large or cumbersome that it cannot be removed with a mini excavator, then that part of excavation that requires other methods of removal or remediation such as, but not limited to, shoring, pneumatic jack hammer, backhoe, hydraulic rock breaker, or dynamite, will be billed on a time and material basis.
- Any location or relocation of underground utilities and/or irrigation piping is the responsibility of the owner or its agent. If any utilities encountered and not identified by the local utility providers requires relocation or modification, it is the responsibility of the owner or its agent and no cost shall be borne by Vortex for such work.
- Installation and construction to occur during normal daytime business hours, not including holidays. It is assumed that there is no restrictions on workdays and work hours.
- This contract includes a definite number of mobilizations (see inclusions), any mobilization beyond the contracted amount mentioned herein is subject to a \$3,500.00 fee for each remobilization thereafter. If for any reason, external factors (other than weather), cause the suspension of work, Vortex USA Inc. may be entitled to additional time and cost associated with demobilization and remobilization, mileage, labor and travel time.
- Vortex USA Inc. maintains comprehensive insurance coverage. This coverage is available upon written request. Any insurance coverage required for specific projects above Cicero's norm is not included in this proposal.
- A Performance and Payment Bond is not included in the price of this contract unless specifically included in the quote. This cost would be determined if bond is a requirement and price or design adjusted accordingly. Bond typically costs 5% of the total project.

Signature Title

Printed Name Date

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## QUOTATION



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# QUOTATION



## Construction Agreement between Owner and Contractor

Agreement made as of October 2, 2019 by and between: CONTRACTOR  
VORTEX USA Inc.

11024 Bailey Road, Suite C  
Cornelius, NC, 28031  
AND OWNER  
City of Hutto- TX  
306 E. Live Oak St.  
Hutto, Texas, 78634

For the installation of the following Project: Fritz Park Splashpad- TX

The Owner and the Contractor agree as follows:

## Engagement of the Contractor by Owner

Owner hereby contracts with the Contractor to provide the labor, services, and/or materials to perform the construction work described on Exhibit "A" appended hereto and made a part hereof by reference, upon that certain real property and more commonly known as (hereinafter "Subject Property"), as more particularly set forth in hereof.

## Scope of Work

Contractor will furnish all specifications, labor, equipment, materials, sales taxes, transportation, supervision, coordination, and communication in a workmanlike manner for the work described in the statement of work attached hereto, which is made a part hereof by reference.

## Contract, Drawings and Specifications

The work upon the Subject Property will be in accordance with drawings and specifications provided by Contractor, which drawings and specifications are hereby made a part of this Agreement. This Agreement and the drawings hereby are intended to supplement each other. In case of conflict, however, the statement of work shall control the drawings, and the provisions of this Construction Agreement shall control both.

## Time for Commencement Work

Owner will have the jobsite ready for commencement of the work to be performed by the Contractor specified herein above, and shall give Contractor written notice to commence such work. Contractor shall commence work within after such notice or within of receipt of all necessary governmental approvals and permits, whichever date shall last occur.

## Guarantees of Timely Completion

Time is of the essence in the Contractor's performance of the Work and is a basic consideration of this Agreement. Accordingly, Contractor guarantees that the following event (the "Guaranteed Events") shall occur no later than the date specified (the "Guaranteed Completion Dates"), except if Contractor can show that a Force Majeure Event has occurred as set forth in Section 6 herein.

Guaranteed Completion Dates:

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## Force Majeure Event

Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. For the purposes of this Agreement, the term, "Force Majeure Event", shall mean any cause beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance (except as excluded herein), sabotage, other "Acts of God", and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome. Notwithstanding anything to the contrary, the term Force Majeure Event shall not be deemed to include (a) any labor disturbance affecting either Contractor or any Subcontractor (except Subcontractors that have been selected by Owner), to the extent that such labor disturbance involves direct employees of Contractor or any Subcontractor who are performing Work on the Project, except for a national strike in the United States, (b) the climate for the geographic area of the Project, (c) the occurrence of any manpower or material shortages or (d) any delay, default or failure (direct or indirect) in obtaining materials, or any Subcontractor or worker performing any Work or any other delay, default or failure (financial or otherwise) of a Subcontractor, vendor or supplier. Neither Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own acts, omissions or negligence or to removable or remediable causes that it fails to remove or remedy with reasonable dispatch. The Party claiming a Force Majeure Event shall give the other Party prompt written notice of the Force Majeure Event.

## Building Permits, Charges and Exactions

Owner will provide and pay for all necessary building permits. Contractor shall not be responsible for any bonds, assessments, hookup charges, fees, taxes, or exactions of any utilities, public agencies, or governments other than herein provided.

## Labor and Material

Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the work hereinabove specified.

## Contract Price and Payment Thereof

For all services performed by Contractor on this Project, the Owner will pay Contractor the total price in accordance with the schedule of value appended hereto in the proposal.

## No Payment in the Event of Default

Owner shall have no obligation to make any payment to Contractor at any time when one of the reasons exist which allow Owner to terminate the Contract for cause as provided in Section "Termination for Default by Contractor" of this Agreement.

## Construction Financing

If payment of the contract price is to be made by Owner through a construction lender, Owner hereby represents, affirms, and covenants that the construction loan fund is sufficient to pay the contract price and that Owner shall take all acts necessary to expedite timely payment from the construction lender. Owner hereby irrevocably authorizes the construction lender to make payment of the contract price directly to The Contractor.

## Extra Work & Deviations from Original Contract Work

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as hereinabove specified, the costs of such deletion(s), modification(s), or addition(s) shall be added to or deducted from the contract price, as hereinabove defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to the arising of any obligation of whatsoever kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

## Allowances

If the contract price, as hereinabove defined, includes allowances of any kind or character, and the cost of performing the work covered by an allowance is either greater or less than the allowance, then this Construction Agreement shall be increased or decreased accordingly. Unless otherwise requested by Owner in writing, Contractor shall use its judgment in accomplishing work covered by an allowance. If Owner requests that work covered by an allowance be accomplished by the Contractor in such a way that the cost will exceed the allowance, Contractor will be obligated to comply with Owner's request only upon payment by Owner of the additional costs in advance.

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## QUOTATION



### Insurance, Bonds and Indemnity

Contractor shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement:

1. Comprehensive General Liability or Commercial General Liability: The limits of the liability shall not be less than:
  - a. Comprehensive General Liability: \$1,000,000 combined single limit bodily/property damage per occurrence or;
  - b. Commercial General Liability: Each occurrence limit \$1,000,000; Personal & Advertising injury limit \$1,000,000; Products completed operations aggregate limit \$1,000,000; General aggregate limit \$2,000,000
2. Workers' Compensation: Liability limits to cover statutory requirements and maintain limits of employer's liability; bodily injury by accident \$1,000,000 each accident; injury by disease \$1,000,000 policy limit; bodily injury by disease \$1,000,000 each employee.
3. Commercial Auto Coverage: Auto liability limits of \$1,000,000 each accident combined bodily injury and property damage liability insurance, including but not limited to, owned autos, hired or non-hired autos.

Contractor agrees to indemnify and hold harmless Owner from any and all claims, loss, or expense of every kind whatsoever which may arise from Contractor's negligent acts or omissions or breach of its obligations hereunder.

If required by the Owner, the Contractor shall maintain builder's risk property insurance respecting the Property in an amount equal to the full insurable value thereof and the risk of casualty loss or damage to the Property shall be borne by Contractor.

### Performance/Payment Bond

If required by the Owner, a Performance Bond and a Payment Bond in a form satisfactory to the Owner shall be furnished in the full amount of the price of the Contract Agreement as set forth herein. If the Owner requires such Bonds after this Agreement, the cost thereof shall be paid by Owner as a change to the Contract Agreement, otherwise it shall be included in the Contract Agreement.

### Warranties

Contractor warrants, that for a period of one (1) year commencing on the earlier of Final Completion of all the Work ("Primary Warranty Period"), under this Agreement be, in a good and workmanlike manner, and in strict conformity with the terms and conditions of this Agreement, the Design Documents, all applicable Permits, all applicable Laws, and prudent construction practices; and (ii) all materials shall be free of defects and deficiencies, free from any encumbrances or liens and shall be in strict conformity with the terms and conditions of this Agreement.

### Remedy

If the warranty set forth in Section 16 is breached within the Primary Warranty Period, Contractor shall correct the defective workmanship and/or material, as the case may be, on an expedited basis, at no cost to Owner and at Contractor's sole cost. Owner shall provide Contractor with full and free access to the work sites to perform its warranty obligations under this Agreement.

### Termination for Convenience by Owner

The Owner may, at its option, terminate this Agreement at its convenience. In the event Owner terminates this Agreement, Contractor shall be entitled, at its sole discretion, to institute legal proceedings to recover damages as permitted by law.

Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

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## Termination for Default by Owner

The Owner may terminate this Agreement for the Contractor's default by delivering written notice in advance of termination. The Contractor shall be in default under this Agreement upon the occurrence of any of the following events ("Contractor Events of Default"):

- (a) Failure by Contractor to perform fully any material provision of this Agreement, including, without limitation, Contractor's failure to supply sufficient qualified personnel or to perform the Work in accordance with the Guaranteed Completion Dates;
- (b) Contractor contravenes any applicable Law, applicable Permit, ordinance, ruling, regulation or orders of any governmental authority or court which materially impacts the ability of Contractor to perform the Work in accordance with this Agreement;
- (c) Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by Contractor; and
- (d) Insolvency, receivership, reorganization or bankruptcy proceedings are commenced against Contractor, and such proceedings are not terminated, stayed or dismissed within sixty (60) Days after the commencement thereof.

Owner shall give Notice of any Contractor Events of Default to Contractor. If (A) any of the defaults described in clauses

(a) and (b) in Section 19 is not cured within thirty (30) Days, (B) corrective action is not commenced within ten (10) Days of receipt of Notice from Owner with respect to nonmonetary defaults which cannot be cured within thirty (30) Days, and such corrective action completed within a reasonable period of time to be mutually agreed upon by Owner and Contractor within ten (10) Business Days after receipt of Notice from Owner or, absent such mutual agreement, completed within the time period proposed by Owner, or (C) upon the occurrence of a default described in clause (d) or (e), then Owner may terminate this Agreement and take possession of all equipment, materials and supplies and complete the Work as Owner deems expedient. The total cost of completing the Work shall be charged to Contractor. Contractor shall pay to Owner the total cost to complete the Work within sixty (60) Days following receipt of Owner's demand for such payment. The remedies set forth in this section shall not be exclusive and Owner shall have the right to pursue any other remedies under this Agreement or at law or in equity. Such termination shall not affect Contractor's representations or warranties.

## Termination for Default by Contractor

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor, the Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as hereinabove defined.

## Delay

Contractor shall be not be liable to Owner or any person, corporation, partnership, or other legal entity claiming by, though, or under Owner for any delays in completion of this Construction Agreement regardless of the cause, source, or nature of such delay.

## Concealed Conditions

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as hereinabove defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

## Hazardous Conditions and Materials

Owner hereby warrants that all required inspections have been performed to ascertain the existence of or presence upon the Subject Property of any hazardous conditions or materials, including without limitation asbestos and radon gas, and Owner further hereby agrees to indemnify and hold Contractor harmless from any and all liability for the same. Owner and Contractor hereby acknowledge that Contractor has paid valuable consideration of \$500.00, the receipt and sufficiency of which are hereby acknowledged by Owner, in exchange for Owner's agreement to indemnify Contractor as herein expressed.

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## QUOTATION



### Additional Warranties Provided by Law

Contractor shall be obligated to, and Owner shall have the benefit of, all warranties provided by law.

### Clean Up

It shall be Contractor's responsibility at regular and appropriate intervals as well as upon completion of the work herein prescribed to clean up the jobsite as described in the scope of work.

### Attorney's Fees

In the event that any proceedings of a judicial or quasi-judicial nature are instituted by any party to this Construction Agreement to secure performance of any of the obligations herein set forth, the prevailing party in such a proceeding shall be entitled to recover, in addition to all other relief provided by law, its reasonable attorney's fees.

### Governing Law

This Construction Agreement shall in all respects be governed by and construed in accordance with the law of the State. Should any provision of this Construction Agreement become void or voidable by decision of any court or act of any legislative or quasi-legislative body or entity, then such provision shall be regarded as automatically amended to comply with such decision or act in a manner most favorable to Contractor.

### Completeness of Agreement

This Construction Agreement comprises the sole, exclusive, and totality covenants, and stipulations to which the parties agree. No of the terms, conditions, other conversations, comments, representations, negotiations, statements, or other communications not specifically provided for herein shall be deemed to have survived execution.

### Modification

With respect to all matters not governed by hereof, this Construction Agreement may not be modified except by separate written instrument executed by Owner and Contractor.

### Effective Date

This Construction Agreement shall become effective, binding, and enforceable as against all parties upon the last date of execution by any such party.

Initial Here

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15







**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A CONTRACT WITH VORTEX INTERNATIONAL  
FOR A SPLASH PAD AT FRITZ PARK.**

**WHEREAS**, the City of Hutto desires to improve quality of life for its citizens by having park facilities that can be used for children, youth, teens, and adults; and

**WHEREAS**, the City will be adding a new 3,500 square foot splash pad with 28 water features;

**WHEREAS**, the project will set an amount not to exceed \$298,990.10.

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

**CONSIDERED and RESOLVED** by the City Council of the City of Hutto on this the \_\_\_\_\_ day of \_\_\_\_\_, **2019**

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary

Regular City Council  
**AGENDA ITEM**  
**10.B.**



**To:**  
**Subject:** Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with Restroom Facilities LTD for the purchase and installation of a new restroom at Fritz Park for an amount not to exceed \$388,456.  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Parks and Recreation  
**Staff Contact:** Jeffrey White

**BACKGROUND INFORMATION:**

This request is to move into an agreement with Restroom Facilities LTD to purchase a pre-fabricated restroom for Fritz Park. The restroom will be ADA compliant and come with 12 urinals/toilets and have 1 unisex restroom. The restroom will have a CMS that has the ability to remotely lock and unlock doors, set lock and unlock schedules, monitor and be alerted to water flow issues, and receive alerts if the system detects unscheduled events with lights, locks, or water flow.

**FINANCIAL IMPACT:**

Total costs for this project is \$388,456. Funds are allocated in the 2018 Bond.

**ATTACHMENTS:**

[Hutto Fritz Park W1039STCECMS Restroom Bldg Formal BuyBoard Quote 111219](#)  
[Picture3](#)  
[Picture4](#)  
[RestroomResolution](#)

|                                                  |                        |
|--------------------------------------------------|------------------------|
| Lynn Trumbul, Senior Assistant<br>City Secretary | None                   |
| Lacie Hale, City Secretary                       | Approved - 15 Nov 2019 |





### TURNKEY QUOTATION

**PROJECT NAME:** FRITZ PARK  
**OWNER:** THE CITY OF HUTTO, TEXAS  
**DATE:** NOVEMBER 12, 2019

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

#### BUYBOARD CONTRACT 592-19

|                                     |   |               |
|-------------------------------------|---|---------------|
| RFL BASE MODEL #W1039STCECMS        | @ | \$ 343,456.00 |
| INSTALL                             | @ | \$ 9,000.00   |
| TOTAL WITH BUYBOARD DISCOUNT        | @ | \$ 352,456.00 |
| <br>                                |   |               |
| FREIGHT AND CRANE                   | @ | \$ 36,000.00  |
| TOTAL BUYBOARD W/ FREIGHT AND CRANE | @ | \$ 388,456.00 |

Note: You must itemize your purchasing document as shown in this quote.  
Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

### HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

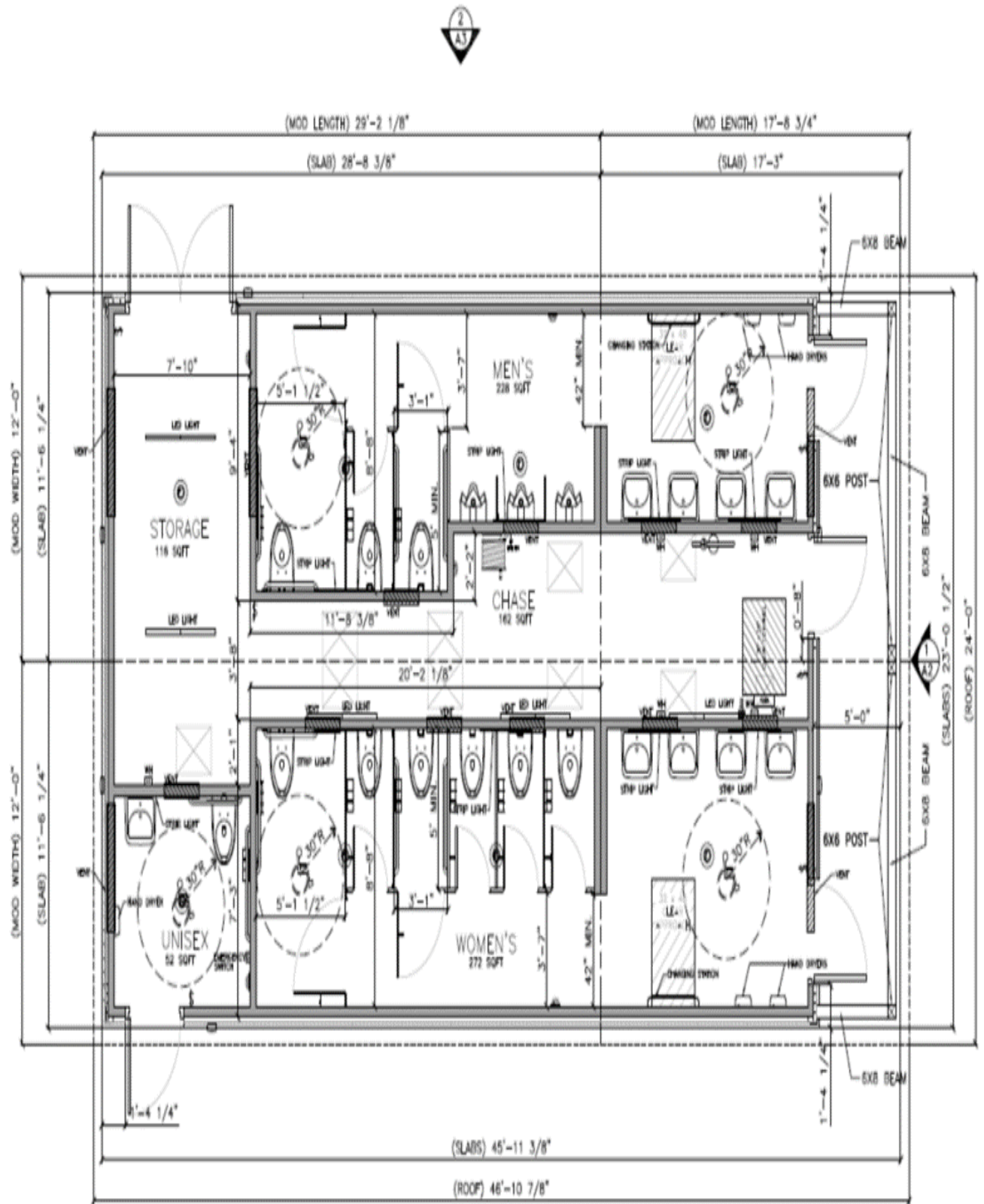
\_\_\_\_Initial \_\_\_\_Initial

Page 1 of 8

1707 Colt Circle, Marble Falls, Texas 78654 • Phone: 512.222.5454 • [www.restroomfacilities.com](http://www.restroomfacilities.com)







FLOOR PLAN

907 SQFT

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A CONTRACT WITH RESTROOM FACILITIES LTD  
FOR A SPLASH PAD AT FRITZ PARK.**

**WHEREAS**, the City of Hutto desires to improve quality of life for its citizens by having park facilities that can be used for children, youth, teens, and adults; and

**WHEREAS**, the City will be adding a new ADA restroom with 13 total toilet facilities;

**WHEREAS**, the project will set an amount not to exceed \$388,456.

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

**CONSIDERED and RESOLVED** by the City Council of the City of Hutto on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary

Regular City Council  
**AGENDA ITEM**  
**10.C.**



**To:**  
**Subject:** Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with We Build Fun for the purchase and installation of a new playground at Fritz Park for an amount not to exceed \$365,282.42.  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Parks and Recreation  
**Staff Contact:** Jeffrey White

**BACKGROUND INFORMATION:**

This request is to move into an agreement with We Build Fun to purchase and install an accessible playground for Fritz Park. The playground will have an accessible grass surface with decking, six slides, seven swings, inclusive whirl, monkey bars, and other play features. Funds from the Texas Parks and Wildlife Department grant will be used to offset some costs.

**FINANCIAL IMPACT:**

Total costs for this project is \$365,282. Funds are allocated in the 2018 Bond. Additionally reimbursed funds have been approved from the Texas Parks and Wildlife Department grant.

**ATTACHMENTS:**

[The City of Hutto Fritz Park Updated Concept wbf Quote 11-13-19 V2](#)  
[Picture5](#)  
[Picture6](#)

**Customer Information:**

Jeff White  
The City of Hutto  
Parks and Recreation Director  
500 W. Live Oak Street  
Hutto, TX 78634

PO BOX 29  
Allen, TX 75013  
Phone: 972-727-0653  
Fax: 972-396-4994

11/13/2019

Est. Delivery: Consultant:

4-20 weeks Josh Bailey

Buy Board Contract # 592-19/ Buy Board Vendor ID -2904

Updated 11-13-19

| ITEM                                                                                                                                                                                                                                                                                                 | QTY    | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | EACH         | TOTAL        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| The City of Hutto - Fritz Park                                                                                                                                                                                                                                                                       |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |              |              |
| Updated Concept 11-13-19                                                                                                                                                                                                                                                                             |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |              |              |
| * Pricing based on the site plan sent to me from Burditt on 11-5-19. The wbf design team confirmed spacing and modified the layout as needed to accommodate the use zones.                                                                                                                           |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |              |              |
| 61_43760600209                                                                                                                                                                                                                                                                                       | 1      | Miracle Recreation playground design per design drawing number 61_43760600209. The design includes the following features<br>* 5 inch O.D. post ramped 5-12 structure connecting to a Mega Tower. The ramps go up to a 4 ft. deck height. The top tower deck is 14 ft. (2 ft., 8 ft. & 14 ft. decks on the tower)<br>* 5-12 structure has a 26 ft. hex integrated shade<br>* 3 1/2 inch O.D. post 2-5 structure with integrated shade<br>* Inclusive whirl<br>* Swings - 4 traditional belt seats, 1 tot seat, 1 generation swing seat and 1 inclusive seat<br>* Moto Cross Spring Rider added to 2-5 play area<br>* See site work notes in the note section | \$186,726.00 | \$186,726.00 |
| Discount                                                                                                                                                                                                                                                                                             | 1      | Discount applied on the playground equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |              | -\$37,345.20 |
| Freight                                                                                                                                                                                                                                                                                              | 1      | Freight for the equipment quoted above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              | \$8,130.00   |
| Installation                                                                                                                                                                                                                                                                                         | 1      | Installation of the playground equipment quoted above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              | \$56,015.00  |
| * On 11/6 we were notified about an 8 inch sanitary line about 8 ft. below the playground. We'd need a written statement that says it's OK for us to install the playground around / over the line and that releases us from liability should the line get hit / damaged during the install process. |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |              |              |
| Turf Surfacing                                                                                                                                                                                                                                                                                       | 10,904 | Synlawn artificial turf surfacing with install - 10,904 square ft.<br>* System is a combo of 321 and X47 grass (see below)<br>* IPEMA certified system<br>* Covers up to an 8 ft. fall height<br>* Includes drainage system<br>* Antimicrobial infill<br>* Trample zones at slide exits, belt swings & under the overhead ladder on the large playground<br>* 618 square ft. berm in X47 St. Augustine grass included.<br>This is the only area with the X47. The remaining areas are 321 or trample zone areas. Note the berm location can                                                                                                                  | \$14.65      | \$159,743.60 |

\* Berm construction included

|           |   |                                        |  |
|-----------|---|----------------------------------------|--|
| Discount  | 1 | Buy Board discount applied on the turf |  |
| Sales Tax | 0 | NA on this project                     |  |

**\*\*Notes\*\***

Thank you for the opportunity to provide this quote!  
If tax exempt, please provide tax exemption certificate

**Approved by:**

- Page 174 of 381









**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A CONTRACT WITH WE BUILD FUN FOR A  
PLAYGROUND AT FRITZ PARK.**

**WHEREAS**, the City of Hutto desires to improve quality of life for its citizens by having park facilities that can be used for children, youth, teens, and adults; and

**WHEREAS**, the City will be adding a new accessible playground with slides, swings, safety play surface; and

**WHEREAS**, the project will set an amount not to exceed \$365,282.40.

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

**CONSIDERED and RESOLVED** by the City Council of the City of Hutto on this the \_\_\_\_\_ day of \_\_\_\_\_, **2019**

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary

Regular City Council  
**AGENDA ITEM**  
**10.D.**



**To:**  
**Subject:** Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with USA Shade for the purchase and installation of shade structures at Fritz Park for an amount not to exceed \$408,579.40.  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Parks and Recreation  
**Staff Contact:** Jeffrey White

**BACKGROUND INFORMATION:**

This request is to move into an agreement with USA Shade to provide approximately 10,000 square feet of shade for Fritz Park. Price includes turnkey installation with drill pier foundations. Shade structures come with limited lifetime warranties and average life span is 20 years.

**FINANCIAL IMPACT:**

Total costs for this project is \$408,579.40. Funds are allocated in the 2018 Bond.

**ATTACHMENTS:**

[ShadeResolution](#)  
[Fritz Park Splash and Play Shades Proposal 10172019 USASHADE](#)  
[Hutto Baseball MagerFields and Tball Proposal 10172019 USASHADE](#)  
[USA Shade Proposal - Fritz Park Basketball Shade 2019 10 17 11-11](#)

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A CONTRACT WITH USA SHADE FOR SHADE AT  
FRITZ PARK.**

**WHEREAS**, the City of Hutto desires to improve quality of life for its citizens by having park facilities that can be used for children, youth, teens, and adults; and

**WHEREAS**, the City will be renovating Fritz Park and need adequate shading; and

**WHEREAS**, the project will set an amount not to exceed \$408,579.40.

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

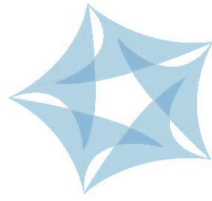
**CONSIDERED and RESOLVED** by the City Council of the City of Hutto on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary



**USASHADE**  
**& Fabric Structures®**

## **Fritz Park Splashpad and Playground Shades**

**10/17/2019**

**Proposal Prepared For:**  
**City of Hutto TX**  
**Purchasing**

,

AZ: 289388 CA: 989458 LA: 61718 NV: 78724  
NM: 383826 TN: 68712 DIR: 1000003533

[www.usa-shade.com](http://www.usa-shade.com)

| 800-966-5005





Date: 10/17/2019

## Proposal for USA SHADE & Fabric Structures

| Project Information: |                                            |          |                                                                          | Sales Information: |                                                                          |
|----------------------|--------------------------------------------|----------|--------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------|
| Purchaser:           | City of Hutto TX                           | Contact: | Jeff White                                                               | Sales Rep:         | Kendall Purgatorio                                                       |
| Project Name:        | Fritz Park Splashpad and Playground Shades | Phone:   | 512-759-5967                                                             | Phone:             | 713-203-1729                                                             |
| Quote No:            | 2019-07-29FPBSKP                           | Email:   | <a href="mailto:jeffrey.white@huttotx.gov">jeffrey.white@huttotx.gov</a> | Email:             | <a href="mailto:kpurgatorio@usa-shade.com">kpurgatorio@usa-shade.com</a> |
| PO No:               |                                            | Fax:     |                                                                          | Fax:               |                                                                          |

| Billing Information: |  | Shipping Information: |  | Jobsite Information: |  |
|----------------------|--|-----------------------|--|----------------------|--|
| City of Hutto TX     |  | JOB SITE              |  | Fritz Park           |  |
| Purchasing           |  | 400 Park Ave          |  | 400 Park Ave         |  |
|                      |  | Hutto                 |  | Hutto                |  |
|                      |  | TX                    |  | TX                   |  |
|                      |  | 78634                 |  | 78634                |  |
| Contact:             |  | Contact:              |  | Contact:             |  |
| Phone                |  | Phone                 |  | Phone                |  |
| Email:               |  | Email:                |  | Email:               |  |
| Fax:                 |  | Fax:                  |  | Fax:                 |  |

### CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100  
DFW Airport, TX 75261

### MAILING ADDRESS:

P.O. Box 3467  
Coppell, TX 75019

### REMITTANCE ADDRESS:

P.O. Box 734158  
Dallas, TX 75373-4158

#### SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C  
Orange, CA 92867

#### NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A  
Napa, CA 94558

#### ARIZONA:

2452 W. Birchwood Ave, Suite 112  
Mesa, AZ 85202

#### LAS VEGAS:

6225 S. Valley View Blvd., Suite I  
Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

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AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



### Structure Pricing

| Structure 1                                                                       |                        |                                  |                                                                                                                                                                                                                                                                                                |                     |
|-----------------------------------------------------------------------------------|------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| UNIT IMAGE                                                                        | UNIT DETAILS           |                                  |                                                                                                                                                                                                                                                                                                |                     |
|  | Unit Quantity:         | 6                                | Foundations By                                                                                                                                                                                                                                                                                 | USA Shade           |
|                                                                                   | Unit Type:             | Double Single Post Solanas       | Grout Installation                                                                                                                                                                                                                                                                             | USA Shade           |
|                                                                                   | Structure Size:        | 16' x 33'9"                      | Footing Type:                                                                                                                                                                                                                                                                                  | Drilled Pier        |
|                                                                                   | USA Shade Model Number |                                  | Base Attachment:                                                                                                                                                                                                                                                                               | Recessed Base Plate |
|                                                                                   | Entry Height:          | 10'                              | Anchor Bolts:                                                                                                                                                                                                                                                                                  | Included            |
|                                                                                   | No of Columns:         | 1                                | Concrete Cutting:                                                                                                                                                                                                                                                                              | N/A                 |
|                                                                                   | No of Fabric Tops:     | 2                                | Dirt Removal:                                                                                                                                                                                                                                                                                  | Included            |
|                                                                                   | Fabric Type:           | Shadesure                        | Surface Type:                                                                                                                                                                                                                                                                                  | Dirt                |
|                                                                                   | Fabric Color:          | Rain Forest                      | <b>NOTES</b><br><br>TURNKEY Installation with drill pier foundations. Foundation final locations to be confirmed by landscape architect. Site assesment included to mark foundation locations for approval . USA Shade is not responsible for any underground utilities or relocation of them. |                     |
|                                                                                   | Steel Finish:          | Coastal Primer w/ Powder Coating |                                                                                                                                                                                                                                                                                                |                     |
| Steel Color:                                                                      | Black                  |                                  |                                                                                                                                                                                                                                                                                                |                     |
| PRICE                                                                             | Electrical Provisions: | N/A                              |                                                                                                                                                                                                                                                                                                |                     |
| Turnkey - See Below                                                               | Cable/HDW Finish:      | Galvanized                       |                                                                                                                                                                                                                                                                                                |                     |
|                                                                                   | Concept No:            | CON-JUL-091-19 (1000)            |                                                                                                                                                                                                                                                                                                |                     |



| ACCESS/MISC.                 |      |         |        |
|------------------------------|------|---------|--------|
| QTY                          | ITEM | DETAILS | COST   |
|                              |      |         |        |
|                              |      |         |        |
|                              |      |         |        |
|                              |      |         |        |
|                              |      |         |        |
| TOTAL FOR ACCESS/MISC ITEMS: |      |         | \$0.00 |

| PRICING TOTALS:           |                     |
|---------------------------|---------------------|
| Unit Total                | Included            |
| Accessories/Miscellaneous | Included            |
| Shipping/Handling         | Included            |
| <b>SUBTOTAL</b>           | –                   |
| Sales Tax ( % )           | Tax Exempt          |
| Engineering               | Included            |
| Installation              | Included            |
| <b>TOTAL PRICE</b>        | <b>\$149,813.97</b> |

| PAYMENT TERMS:                                     |        |
|----------------------------------------------------|--------|
| (1) Upon execution of the Agreement (Deposit)      |        |
| (2) Upon delivery of Unit(s)                       |        |
| (3) Upon completion of assembly/installation       | NET 30 |
| (4) Other (specify):                               |        |
| NOTES:                                             |        |
| Buy Board #592-19 .Please provide tax exempt form. |        |

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel , fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

| ENGINEERING REQUIREMENTS |          | NOTES |
|--------------------------|----------|-------|
| Building Code            | IBC 2009 |       |
| Wind Load                | 110 mph  |       |
| Snow Load                | 5 psf    |       |
| Drawing Size             | 11 X 17  |       |
| No. of Sealed Drawings   | 3        |       |
| Calculations Required    | Yes      |       |

| INCLUSIONS / EXCLUSIONS             |                                     |                                                                 |                          |                                     |                                     |
|-------------------------------------|-------------------------------------|-----------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| INCLUDED                            | EXCLUDED                            | ENGINEERING REQUIREMENTS                                        | INCLUDED                 | EXCLUDED                            | INSTALLATION - MISCELLANEOUS        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Sealed Drawings & Calculations                                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prevailing Wage / Certified Payroll |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Permit Submittal                                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Union Wages                         |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Permit Fee                                                      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fencing                             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | DSA Submittal & Fees                                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Curb Repair                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Design and Engineering of Structure                             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landscape Repair                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Design and Engineering of Foundation                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Demolition (Existing Structures)    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Reactions and Loads for attachment to Walls, Rooftops, or Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Payment and Performance Bonds       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Foundation Location and Elevation Survey                        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Special Inspection Fees             |



### Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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### GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

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- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:
- "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

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- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
  - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
  - All steel surface finishes are warranted for one year.
  - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
  - Sewing thread is warranted for ten years.

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#### General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - o the supplied structures, products, services and/or labor are not paid for in full;
  - o the structures are not assembled in strict compliance with USA SHADE specifications;
  - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - o normal wear and tear;
  - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - o workmanship related to assembly not provided by the Company or its agents;
  - o fabric curtains, valances, and flat vertical panels;
  - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

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16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

**www.usa-shade.com      800-966-5005**

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



Executed to be effective as of the date executed by the Company:

**NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.**

**PURCHASER:**

City of Hutto TX

**SELLER:**

USA SHADE & Fabric Structures

Signature: \_\_\_\_\_

By: (Print) \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

By: Kendall Purgatorio

Title: Architectural Specialist

Date: 10/17/19

**NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.**

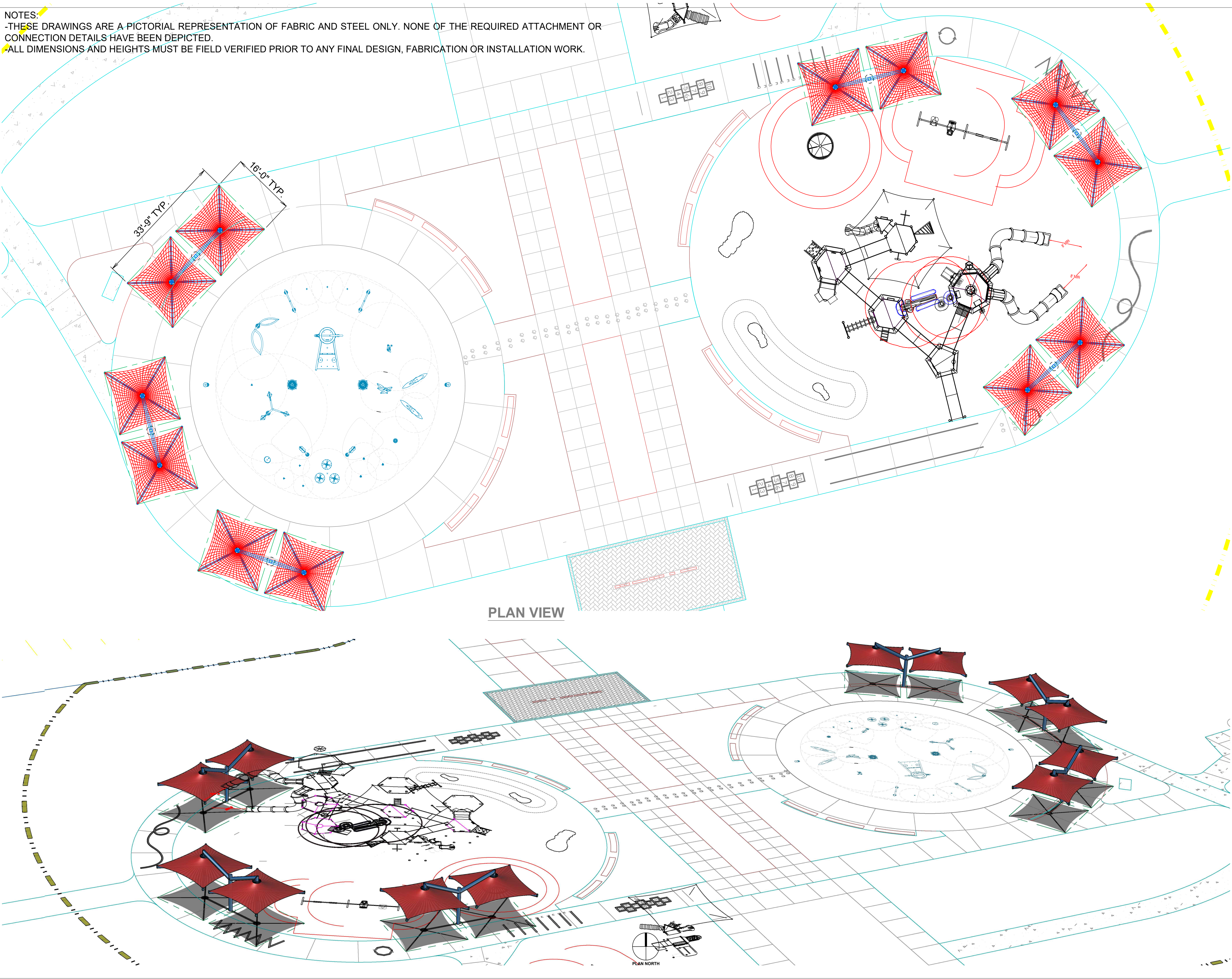
[www.usa-shade.com](http://www.usa-shade.com)

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



NOTES:  
-THESE DRAWINGS ARE A PICTORIAL REPRESENTATION OF FABRIC AND STEEL ONLY. NONE OF THE REQUIRED ATTACHMENT OR CONNECTION DETAILS HAVE BEEN DEPICTED.  
-ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.



PLAN VIEW



CUSTOMER:  
**CITY OF HUTTO**

PROJECT NAME:  
**FRITZ PARK  
SPLASHPAD**

LOCATION:  
**400 PARK AVE.  
HUTTO, TX 78634**

STRUCTURE TYPE:  
**DOUBLE SOLANA**

SIZE:  
**16' X 33'-9" X 8'e**

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF  
USA SHADE AND FABRIC STRUCTURES  
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.



**USASHADE  
& Fabric Structures**  
CORPORATE HEADQUARTERS  
2380 ESTERS BLVD., SUITE 100  
DFW AIRPORT, TX 75261  
800-966-5005

CERTIFICATIONS:  
IAS CERTIFICATION No: FA-428  
CLARK COUNTY MANUFACTURER  
CERTIFICATION NUMBER (NEVADA): 355

| REVISED DIMENSION/COLUMN LOCATION | DATE     | DRW | CHK | ENG |
|-----------------------------------|----------|-----|-----|-----|
|                                   |          |     |     |     |
| A                                 | 10/16/19 | AZR | AZR | --  |

Drawn By : AZR 10/16/19  
Checked By : AZR 10/16/19  
Approved By : AZR 10/16/19

DRAWING DESCRIPTION:

**OPTION 3**

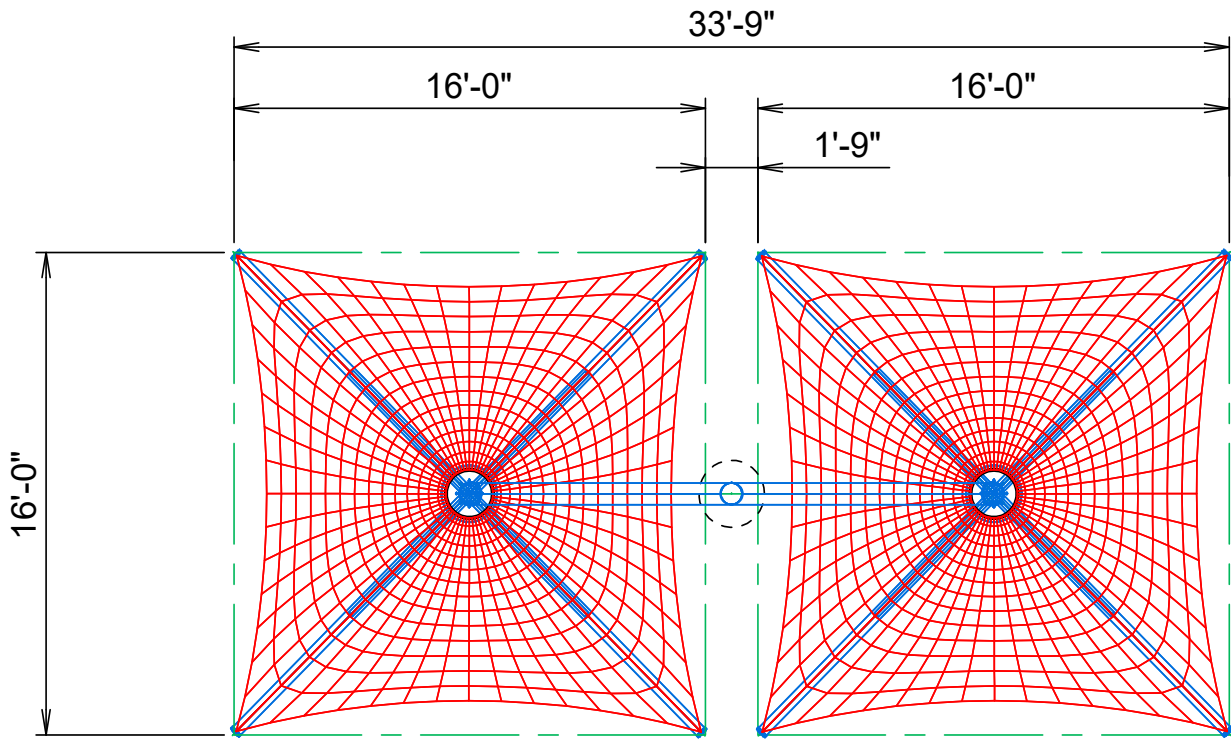
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PAGE **1003**

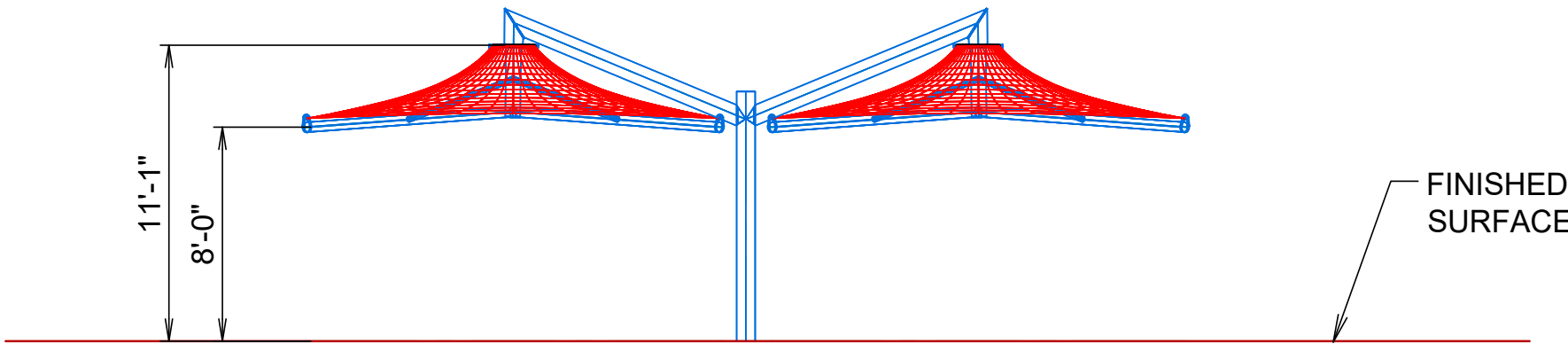
REV. **A**



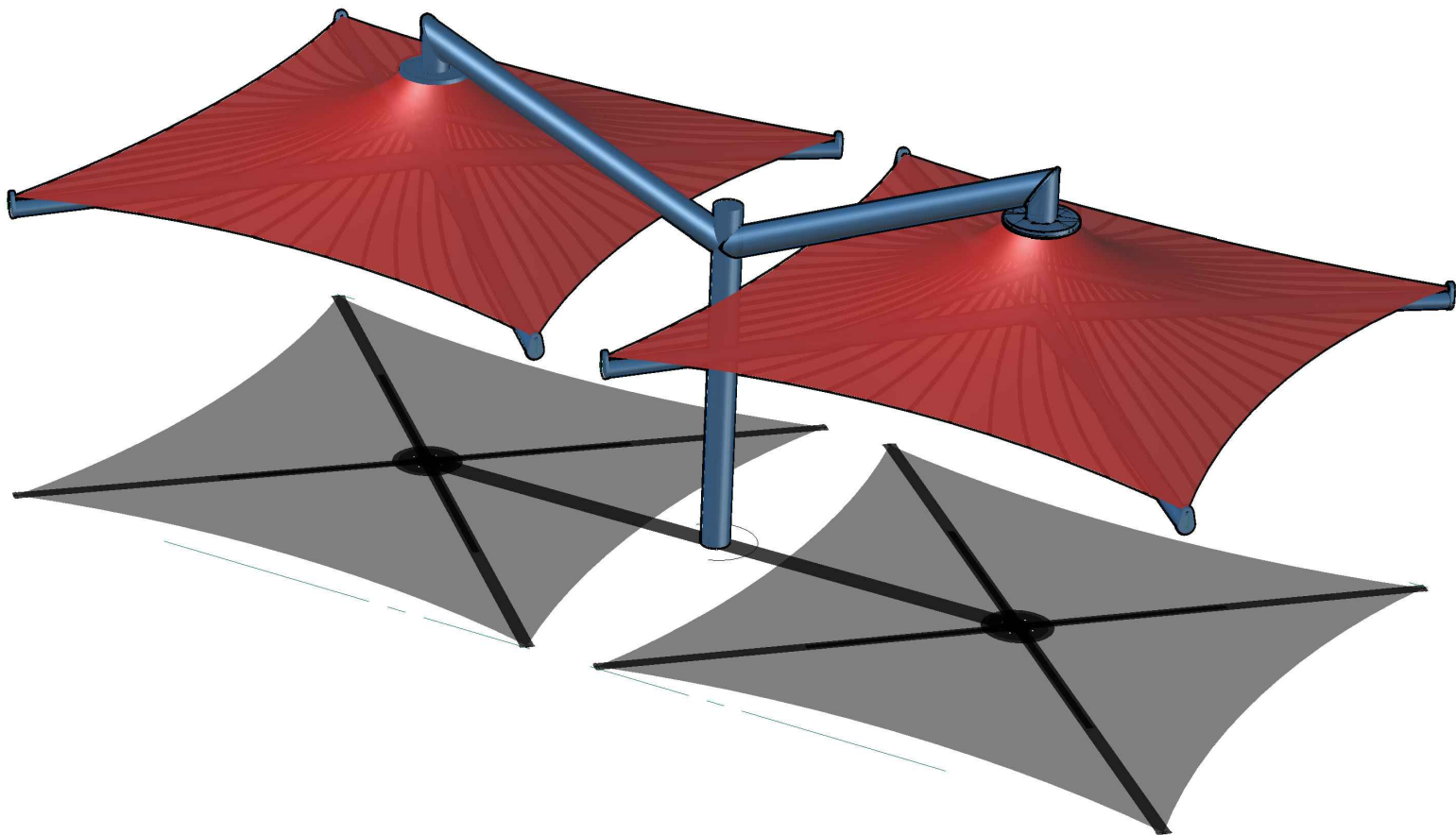
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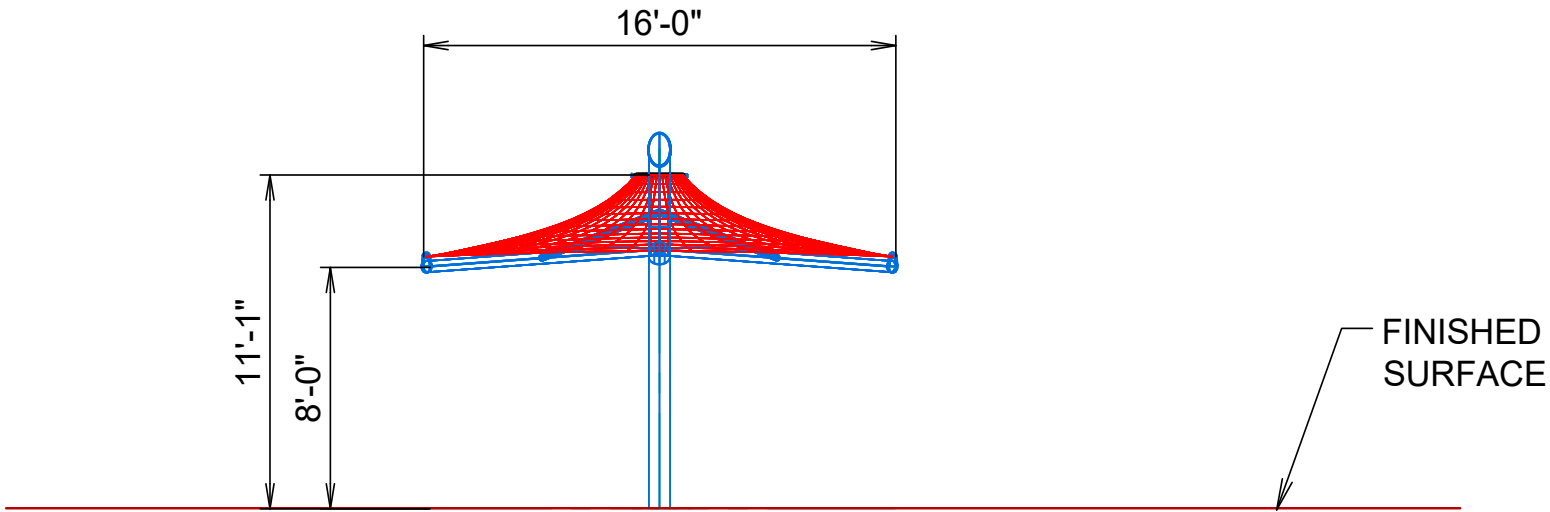
TYP. PLAN VIEW



TYP. FRONT ELEVATION



TYP. PERSPECTIVE VIEW



TYP. SIDE ELEVATION

CUSTOMER:  
**CITY OF HUTTO**

PROJECT NAME:  
**FRITZ PARK  
SPLASHPAD**

LOCATION:  
**400 PARK AVE.  
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STRUCTURE TYPE:  
**DOUBLE SOLANA**

SIZE:  
**18' X 33'-9" X 8'e**

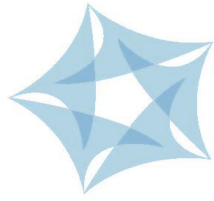
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF  
USA SHADE AND FABRIC STRUCTURES  
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

**USASHADE**  
a Fabric Structures

CORPORATE HEADQUARTERS  
2380 ESTERS BLVD., SUITE 100  
DFW AIRPORT, TX 75261  
800-966-5005

CERTIFICATIONS:  
IAS CERTIFICATION No: FA-428  
CLARK COUNTY MANUFACTURER  
CERTIFICATION NUMBER (NEVADA): 355

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**USASHADE**  
**& Fabric Structures®**

## **Hutto Softball/Baseball Fields (Mager)**

**10/14/2019**

**Proposal Prepared For:**  
**City of Hutto, TX**  
**Purchasing**

,

AZ: 289388 CA: 989458 LA: 61718 NV: 78724  
NM: 383826 TN: 68712 DIR: 1000003533

[www.usa-shade.com](http://www.usa-shade.com)

| 800-966-5005





Date: 10/14/2019

## Proposal for USA SHADE & Fabric Structures

| Project Information: |                                        |          |                                                                          | Sales Information: |                                                                          |
|----------------------|----------------------------------------|----------|--------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------|
| Purchaser:           | City of Hutto, TX                      | Contact: | Jeff White                                                               | Sales Rep:         | Kendall Purgatorio                                                       |
| Project Name:        | Hutto Softball/Baseball Fields (Mager) | Phone:   | 512-759-5967                                                             | Phone:             | 713-203-1729                                                             |
| Quote No:            | 2019-08-02HSBFMKP                      | Email:   | <a href="mailto:jeffrey.white@huttotx.gov">jeffrey.white@huttotx.gov</a> | Email:             | <a href="mailto:kpurgatorio@usa-shade.com">kpurgatorio@usa-shade.com</a> |
| PO No:               |                                        | Fax:     |                                                                          | Fax:               |                                                                          |

| Billing Information: |  | Shipping Information: |  | Jobsite Information:      |  |
|----------------------|--|-----------------------|--|---------------------------|--|
| City of Hutto, TX    |  | JOB SITE              |  | Mager Field at Fritz Park |  |
| Purchasing           |  | 400 Park St.          |  | 400 Park St.              |  |
|                      |  | Hutto                 |  | Hutto                     |  |
|                      |  | TX                    |  | TX                        |  |
|                      |  | 78634                 |  | 78634                     |  |
| Contact:             |  | Contact:              |  | Contact:                  |  |
| Phone                |  | Phone                 |  | Phone                     |  |
| Email:               |  | Email:                |  | Email:                    |  |
| Fax:                 |  | Fax:                  |  | Fax:                      |  |

### CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100  
DFW Airport, TX 75261

### MAILING ADDRESS:

P.O. Box 3467  
Coppel, TX 75019

### REMITTANCE ADDRESS:

P.O. Box 734158  
Dallas, TX 75373-4158

#### SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C  
Orange, CA 92867

#### NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A  
Napa, CA 94558

#### ARIZONA:

2452 W. Birchwood Ave, Suite 112  
Mesa, AZ 85202

#### LAS VEGAS:

6225 S. Valley View Blvd., Suite I  
Las Vegas, NV 89118

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[www.usa-shade.com](http://www.usa-shade.com) 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533



## Structure Pricing

| Structure Type 1                                                                   |                        |                                      |                                                                                                                                                                                                                                                                                                |                     |
|------------------------------------------------------------------------------------|------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| UNIT IMAGE                                                                         | UNIT DETAILS           |                                      |                                                                                                                                                                                                                                                                                                |                     |
|  | Unit Quantity:         | 2                                    | Foundations By                                                                                                                                                                                                                                                                                 | USA Shade           |
|                                                                                    | Unit Type:             | 125_Single_Post_Pyra_Canti_Solid_Fab | Grout Installation                                                                                                                                                                                                                                                                             | USA Shade           |
|                                                                                    | Structure Size:        | 12' x 12'                            | Footing Type:                                                                                                                                                                                                                                                                                  | Drilled Pier        |
|                                                                                    | USA Shade Model Number |                                      | Base Attachment:                                                                                                                                                                                                                                                                               | Recessed Base Plate |
|                                                                                    | Entry Height:          | 10'                                  | Anchor Bolts:                                                                                                                                                                                                                                                                                  | Included            |
|                                                                                    | No of Columns:         | 1                                    | Concrete Cutting:                                                                                                                                                                                                                                                                              | N/A                 |
|                                                                                    | No of Fabric Tops:     | 1                                    | Dirt Removal:                                                                                                                                                                                                                                                                                  | Not Included        |
|                                                                                    | Fabric Type:           | Shadesure                            | Surface Type:                                                                                                                                                                                                                                                                                  | Dirt                |
|                                                                                    | Fabric Color:          | TBD                                  | <b>NOTES</b><br><br>TURNKEY Installation with drill pier foundations. Foundation final locations to be confirmed by landscape architect. Site assesment included to mark foundation locations for approval . USA Shade is not responsible for any underground utilities or relocation of them. |                     |
|                                                                                    | Steel Finish:          | Powder Coated                        |                                                                                                                                                                                                                                                                                                |                     |
|                                                                                    | Steel Color:           | TBD                                  |                                                                                                                                                                                                                                                                                                |                     |
| PRICE                                                                              | Electrical Provisions: | 2                                    |                                                                                                                                                                                                                                                                                                |                     |
|                                                                                    | Cable/HDW Finish:      | Galvanized                           |                                                                                                                                                                                                                                                                                                |                     |
|                                                                                    | Concept No:            |                                      |                                                                                                                                                                                                                                                                                                |                     |

| Structure Type 2                                                                    |                        |                           |                                                                                                                                                                                                                                                                                                |                     |
|-------------------------------------------------------------------------------------|------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| UNIT IMAGE                                                                          | UNIT DETAILS           |                           |                                                                                                                                                                                                                                                                                                |                     |
|  | Unit Quantity:         | 2                         | Foundations By                                                                                                                                                                                                                                                                                 | USA Shade           |
|                                                                                     | Unit Type:             | 202_Full_Canti_Hip_Single | Grout Installation                                                                                                                                                                                                                                                                             | USA Shade           |
|                                                                                     | Structure Size:        | 28' x 14'                 | Footing Type:                                                                                                                                                                                                                                                                                  | Drilled Pier        |
|                                                                                     | USA Shade Model Number |                           | Base Attachment:                                                                                                                                                                                                                                                                               | Recessed Base Plate |
|                                                                                     | Entry Height:          | 10'                       | Anchor Bolts:                                                                                                                                                                                                                                                                                  | Included            |
|                                                                                     | No of Columns:         | 2                         | Concrete Cutting:                                                                                                                                                                                                                                                                              | N/A                 |
|                                                                                     | No of Fabric Tops:     | 1                         | Dirt Removal:                                                                                                                                                                                                                                                                                  | Not Included        |
|                                                                                     | Fabric Type:           | Shadesure                 | Surface Type:                                                                                                                                                                                                                                                                                  | Dirt                |
|                                                                                     | Fabric Color:          | TBD                       | <b>NOTES</b><br><br>TURNKEY Installation with drill pier foundations. Foundation final locations to be confirmed by landscape architect. Site assesment included to mark foundation locations for approval . USA Shade is not responsible for any underground utilities or relocation of them. |                     |
|                                                                                     | Steel Finish:          | Powder Coated             |                                                                                                                                                                                                                                                                                                |                     |
|                                                                                     | Steel Color:           | TBD                       |                                                                                                                                                                                                                                                                                                |                     |
| PRICE                                                                               | Electrical Provisions: | N/A                       |                                                                                                                                                                                                                                                                                                |                     |
|                                                                                     | Cable/HDW Finish:      | Galvanized                |                                                                                                                                                                                                                                                                                                |                     |
|                                                                                     | Concept No:            |                           |                                                                                                                                                                                                                                                                                                |                     |



## Structure Pricing

| Structure Type 3                                                                  |                        |                           |                                                                                                                                                                                                                                                                                            |                     |
|-----------------------------------------------------------------------------------|------------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| UNIT IMAGE                                                                        | UNIT DETAILS           |                           |                                                                                                                                                                                                                                                                                            |                     |
|  | Unit Quantity:         | 8                         | Foundations By                                                                                                                                                                                                                                                                             | USA Shade           |
|                                                                                   | Unit Type:             | 302_Full_Canti_Hip_Joined | Grout Installation                                                                                                                                                                                                                                                                         | USA Shade           |
|                                                                                   | Structure Size:        | 42' x 14'                 | Footing Type:                                                                                                                                                                                                                                                                              | Drilled Pier        |
|                                                                                   | USA Shade Model Number |                           | Base Attachment:                                                                                                                                                                                                                                                                           | Recessed Base Plate |
|                                                                                   | Entry Height:          | 10'                       | Anchor Bolts:                                                                                                                                                                                                                                                                              | Included            |
|                                                                                   | No of Columns:         | 3                         | Concrete Cutting:                                                                                                                                                                                                                                                                          | N/A                 |
|                                                                                   | No of Fabric Tops:     | 2                         | Dirt Removal:                                                                                                                                                                                                                                                                              | Not Included        |
|                                                                                   | Fabric Type:           | Shadesure                 | Surface Type:                                                                                                                                                                                                                                                                              | Dirt                |
|                                                                                   | Fabric Color:          | TBD                       | <b>NOTES</b><br>TURNKEY Installation with drill pier foundations. Foundation final locations to be confirmed by landscape architect. Site assesment included to mark foundation locations for approval . USA Shade is not responsible for any underground utilities or relocation of them. |                     |
|                                                                                   | Steel Finish:          | Powder Coated             |                                                                                                                                                                                                                                                                                            |                     |
|                                                                                   | Steel Color:           | TBD                       |                                                                                                                                                                                                                                                                                            |                     |
|                                                                                   | Electrical Provisions: | N/A                       |                                                                                                                                                                                                                                                                                            |                     |
| PRICE                                                                             | Cable/HDW Finish:      | Galvanized                |                                                                                                                                                                                                                                                                                            |                     |
|                                                                                   | Concept No:            |                           |                                                                                                                                                                                                                                                                                            |                     |

| Structure Type 4                                                                    |                        |                           |                                                                                                                                                                                                                                                                                            |                     |
|-------------------------------------------------------------------------------------|------------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| UNIT IMAGE                                                                          | UNIT DETAILS           |                           |                                                                                                                                                                                                                                                                                            |                     |
|  | Unit Quantity:         | 1                         | Foundations By                                                                                                                                                                                                                                                                             | USA Shade           |
|                                                                                     | Unit Type:             | 202_Full_Canti_Hip_Single | Grout Installation                                                                                                                                                                                                                                                                         | USA Shade           |
|                                                                                     | Structure Size:        | 24' x 14'                 | Footing Type:                                                                                                                                                                                                                                                                              | Drilled Pier        |
|                                                                                     | USA Shade Model Number |                           | Base Attachment:                                                                                                                                                                                                                                                                           | Recessed Base Plate |
|                                                                                     | Entry Height:          | 10'                       | Anchor Bolts:                                                                                                                                                                                                                                                                              | Included            |
|                                                                                     | No of Columns:         | 2                         | Concrete Cutting:                                                                                                                                                                                                                                                                          | N/A                 |
|                                                                                     | No of Fabric Tops:     | 1                         | Dirt Removal:                                                                                                                                                                                                                                                                              | Not Included        |
|                                                                                     | Fabric Type:           | Shadesure                 | Surface Type:                                                                                                                                                                                                                                                                              | Dirt                |
|                                                                                     | Fabric Color:          | TBD                       | <b>NOTES</b><br>TURNKEY Installation with drill pier foundations. Foundation final locations to be confirmed by landscape architect. Site assesment included to mark foundation locations for approval . USA Shade is not responsible for any underground utilities or relocation of them. |                     |
|                                                                                     | Steel Finish:          | Powder Coated             |                                                                                                                                                                                                                                                                                            |                     |
|                                                                                     | Steel Color:           | TBD                       |                                                                                                                                                                                                                                                                                            |                     |
|                                                                                     | Electrical Provisions: | N/A                       |                                                                                                                                                                                                                                                                                            |                     |
| PRICE                                                                               | Cable/HDW Finish:      | Galvanized                |                                                                                                                                                                                                                                                                                            |                     |
|                                                                                     | Concept No:            |                           |                                                                                                                                                                                                                                                                                            |                     |



| ACCESS/MISC.                 |      |         |        |
|------------------------------|------|---------|--------|
| QTY                          | ITEM | DETAILS | COST   |
|                              |      |         |        |
|                              |      |         |        |
|                              |      |         |        |
|                              |      |         |        |
|                              |      |         |        |
| TOTAL FOR ACCESS/MISC ITEMS: |      |         | \$0.00 |

| PRICING TOTALS:           |                     |
|---------------------------|---------------------|
| Unit Total                | Included            |
| Accessories/Miscellaneous | Included            |
| Shipping/Handling         | Included            |
| <b>SUBTOTAL</b>           | –                   |
| Sales Tax ( % )           | Tax Exempt          |
| Engineering               | Included            |
| Installation              | Included            |
| <b>TOTAL PRICE</b>        | <b>\$242,851.99</b> |

| PAYMENT TERMS:                                     |        |
|----------------------------------------------------|--------|
| (1) Upon execution of the Agreement (Deposit)      |        |
| (2) Upon delivery of Unit(s)                       |        |
| (3) Upon completion of assembly/installation       | NET 30 |
| (4) Other (specify):                               |        |
| NOTES:                                             |        |
| Buy Board #592-19 .Please provide tax exempt form. |        |

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel , fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

| ENGINEERING REQUIREMENTS |          | NOTES |
|--------------------------|----------|-------|
| Building Code            | IBC 2009 |       |
| Wind Load                | 110 mph  |       |
| Snow Load                | 5 psf    |       |
| Drawing Size             | 11 X 17  |       |
| No. of Sealed Drawings   | 3        |       |
| Calculations Required    | Yes      |       |

| INCLUSIONS / EXCLUSIONS             |                                     |                                                                 |                          |                                     |                                     |
|-------------------------------------|-------------------------------------|-----------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| INCLUDED                            | EXCLUDED                            | ENGINEERING REQUIREMENTS                                        | INCLUDED                 | EXCLUDED                            | INSTALLATION - MISCELLANEOUS        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Sealed Drawings & Calculations                                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prevailing Wage / Certified Payroll |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Permit Submittal                                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Union Wages                         |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Permit Fee                                                      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fencing                             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | DSA Submittal & Fees                                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Curb Repair                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Design and Engineering of Structure                             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landscape Repair                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Design and Engineering of Foundation                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Demolition (Existing Structures)    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Reactions and Loads for attachment to Walls, Rooftops, or Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Payment and Performance Bonds       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Foundation Location and Elevation Survey                        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Special Inspection Fees             |



### Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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### GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

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- 4) **Standard Exclusions:** Unless specifically included under the “General Scope of Work” section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner’s property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser’s contract with Owner:
- “The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company’s receipt of the “Notice To Proceed” is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

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- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
  - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
  - All steel surface finishes are warranted for one year.
  - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
  - Sewing thread is warranted for ten years.

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#### General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - o the supplied structures, products, services and/or labor are not paid for in full;
  - o the structures are not assembled in strict compliance with USA SHADE specifications;
  - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - o normal wear and tear;
  - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - o workmanship related to assembly not provided by the Company or its agents;
  - o fabric curtains, valances, and flat vertical panels;
  - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

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16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

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Executed to be effective as of the date executed by the Company:

**NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.**

**PURCHASER:**

City of Hutto, TX

**SELLER:**

USA SHADE & Fabric Structures

Signature: \_\_\_\_\_

By: (Print) \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

By: Kendall Purgatorio \_\_\_\_\_

Title: Architectural Specialist \_\_\_\_\_

Date: 10/14/19 \_\_\_\_\_

**NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.**

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800-966-5005

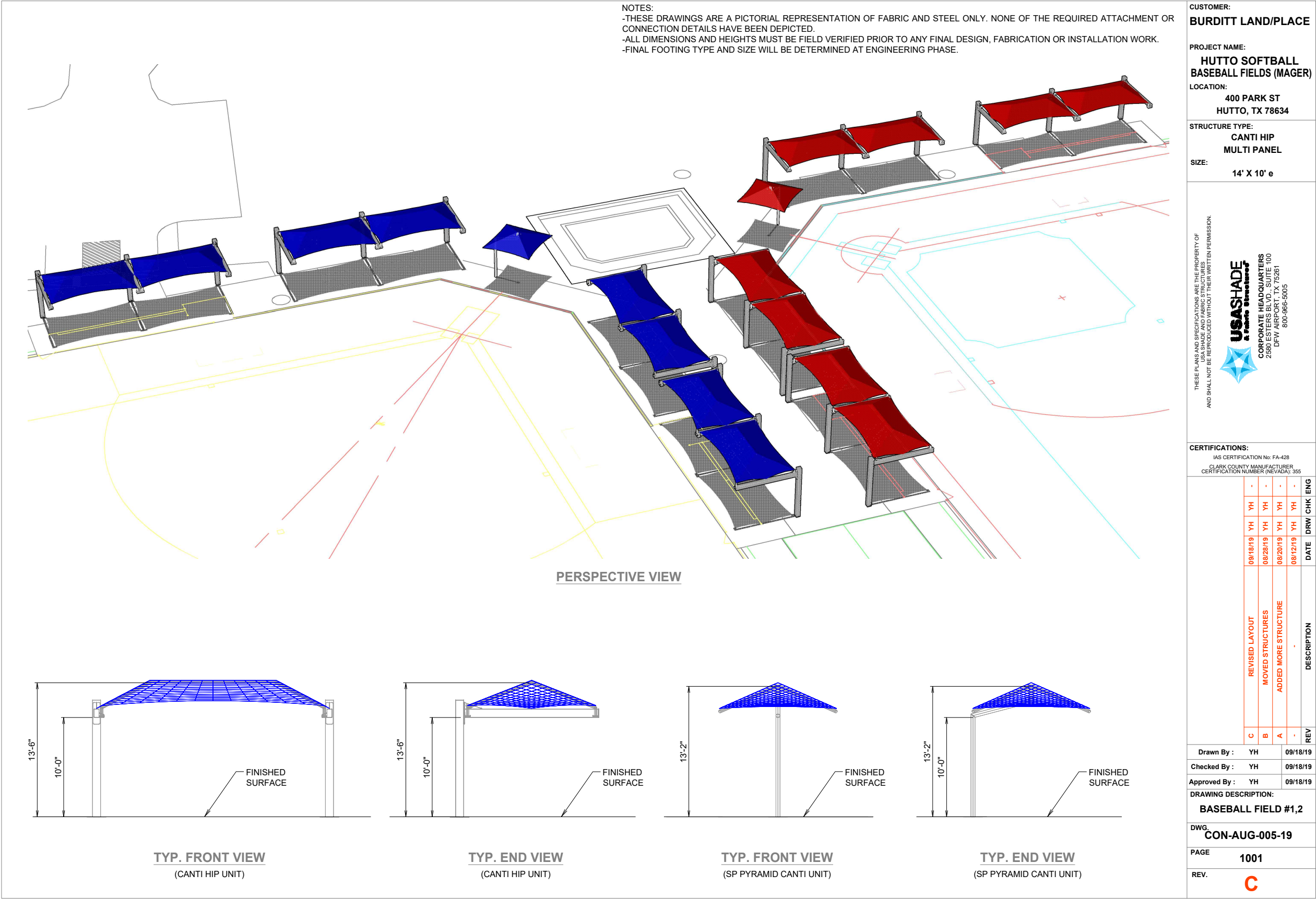
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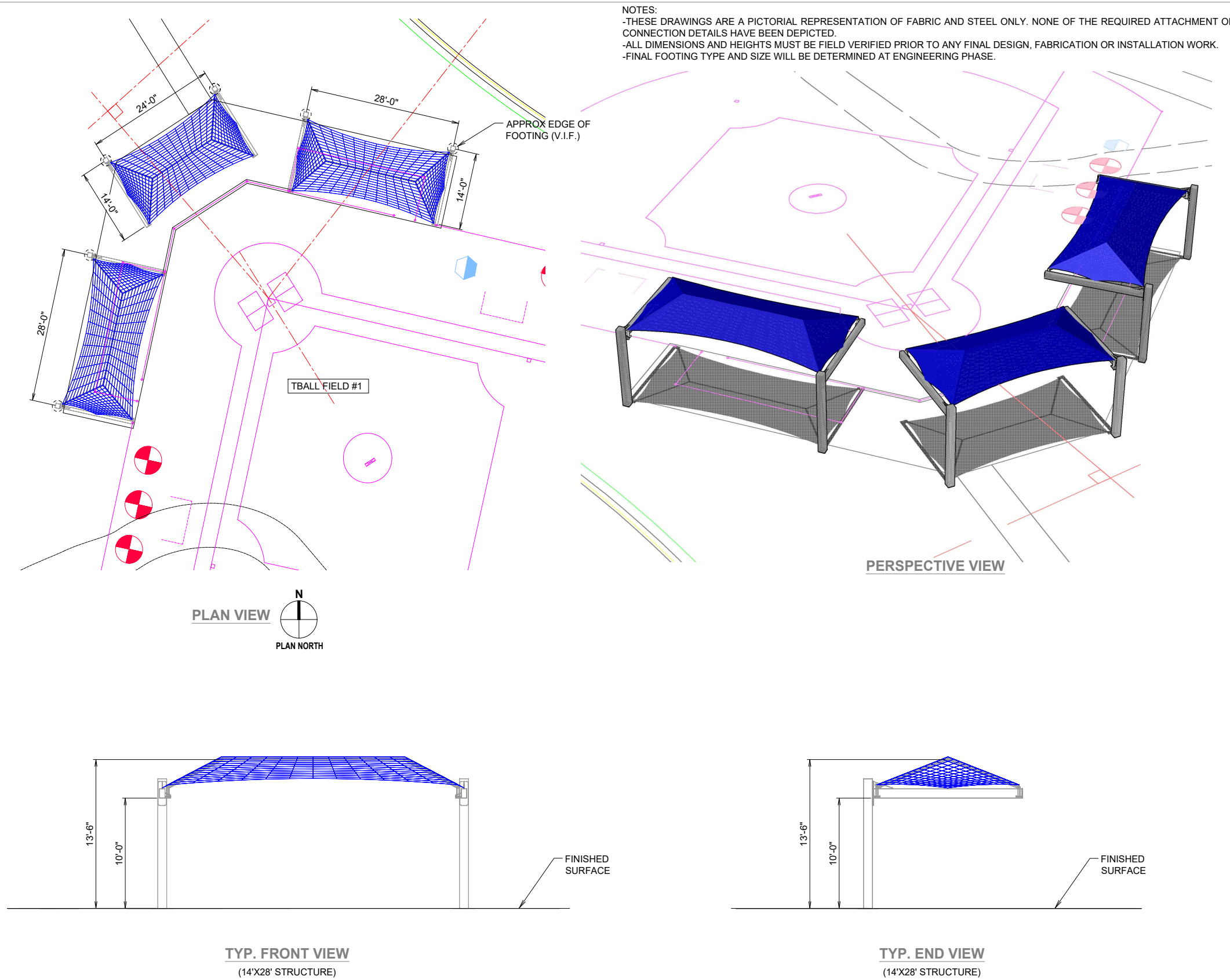
## PLAN VIEW

REV. **C**









|                                                                           |
|---------------------------------------------------------------------------|
| <b>CUSTOMER:</b><br><b>BURDITT LAND/PLACE</b>                             |
| <b>PROJECT NAME:</b><br><b>HUTTO SOFTBALL<br/>BASEBALL FIELDS (MAGER)</b> |
| <b>LOCATION:</b><br><b>400 PARK ST<br/>HUTTO, TX 78634</b>                |
| <b>STRUCTURE TYPE:</b><br><b>CANTI HIP<br/>MULTI PANEL</b>                |
| <b>SIZE:</b><br><b>14' X 10' e</b>                                        |

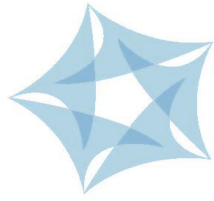
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF  
USASHADE AND FABRIC STRUCTURES  
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

 **USASHADE**  
A Fabric Structures®

**CORPORATE HEADQUARTERS**  
2580 ESTERS BLVD., SUITE 100  
DFW AIRPORT, TX 75261  
800-866-5005

**CERTIFICATIONS:**  
IAS CERTIFICATION No: FA-428  
CLARK COUNTY MANUFACTURER  
CERTIFICATION NUMBER (NEVADA): 355

|                      |    |          |
|----------------------|----|----------|
| Drawn By :           | YH | 09/18/19 |
| Checked By :         | YH | 09/18/19 |
| Approved By :        | YH | 09/18/19 |
| DRAWING DESCRIPTION: |    |          |
| TBALL FIELD #1       |    |          |
| DWG.                 |    |          |
| CON-AUG-005-19       |    |          |
| PAGE                 |    |          |
| 1004                 |    |          |
| REV.                 |    |          |



**USASHADE**  
**& Fabric Structures®**

# **Fritz Park Basketball Shade**

**10/17/2019**

**Proposal Prepared For:**  
**City of Hutto TX**  
**Purchasing**

,

AZ: 289388 CA: 989458 LA: 61718 NV: 78724  
NM: 383826 TN: 68712 DIR: 1000003533

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Date: 10/17/2019

## Proposal for USA SHADE & Fabric Structures

| Project Information: |                             |          |                                                                          | Sales Information: |                                                                          |
|----------------------|-----------------------------|----------|--------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------|
| Purchaser:           | City of Hutto TX            | Contact: | Jeff White                                                               | Sales Rep:         | Kendall Purgatorio                                                       |
| Project Name:        | Fritz Park Basketball Shade | Phone:   | 512-759-5967                                                             | Phone:             | 713-203-1729                                                             |
| Quote No:            | 2019-07-29FPBSKP            | Email:   | <a href="mailto:jeffrey.white@huttotx.gov">jeffrey.white@huttotx.gov</a> | Email:             | <a href="mailto:kpurgatorio@usa-shade.com">kpurgatorio@usa-shade.com</a> |
| PO No:               |                             | Fax:     |                                                                          | Fax:               |                                                                          |

| Billing Information: |  | Shipping Information: |  | Jobsite Information: |  |
|----------------------|--|-----------------------|--|----------------------|--|
| City of Hutto TX     |  | JOB SITE              |  | Fritz Park           |  |
| Purchasing           |  | 400 Park Ave          |  | 400 Park Ave         |  |
|                      |  | Hutto                 |  | Hutto                |  |
|                      |  | TX                    |  | TX                   |  |
|                      |  | 78634                 |  | 78634                |  |
| Contact:             |  | Contact:              |  | Contact:             |  |
| Phone                |  | Phone                 |  | Phone                |  |
| Email:               |  | Email:                |  | Email:               |  |
| Fax:                 |  | Fax:                  |  | Fax:                 |  |

### CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100  
DFW Airport, TX 75261

### MAILING ADDRESS:

P.O. Box 3467  
Coppell, TX 75019

### REMITTANCE ADDRESS:

P.O. Box 734158  
Dallas, TX 75373-4158

#### SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C  
Orange, CA 92867

#### NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A  
Napa, CA 94558

#### ARIZONA:

2452 W. Birchwood Ave, Suite 112  
Mesa, AZ 85202

#### LAS VEGAS:

6225 S. Valley View Blvd., Suite I  
Las Vegas, NV 89118

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### Structure Pricing

| Structure 1                                                                       |                        |                       |                                                                                                                                                                                                                                                                                                |                     |
|-----------------------------------------------------------------------------------|------------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| UNIT IMAGE                                                                        | UNIT DETAILS           |                       |                                                                                                                                                                                                                                                                                                |                     |
|  | Unit Quantity:         | 1                     | Foundations By                                                                                                                                                                                                                                                                                 | USA Shade           |
|                                                                                   | Unit Type:             | Joined Full Canti Hip | Grout Installation                                                                                                                                                                                                                                                                             | USA Shade           |
|                                                                                   | Structure Size:        | 42' x 12'             | Footing Type:                                                                                                                                                                                                                                                                                  | Drilled Pier        |
|                                                                                   | USA Shade Model Number |                       | Base Attachment:                                                                                                                                                                                                                                                                               | Recessed Base Plate |
|                                                                                   | Entry Height:          | 10'                   | Anchor Bolts:                                                                                                                                                                                                                                                                                  | Included            |
|                                                                                   | No of Columns:         | 2                     | Concrete Cutting:                                                                                                                                                                                                                                                                              | N/A                 |
|                                                                                   | No of Fabric Tops:     | 1                     | Dirt Removal:                                                                                                                                                                                                                                                                                  | Included            |
|                                                                                   | Fabric Type:           | Shadesure             | Surface Type:                                                                                                                                                                                                                                                                                  | Dirt                |
|                                                                                   | Fabric Color:          | Royal Blue and Red    | <b>NOTES</b><br><br>TURNKEY Installation with drill pier foundations. Foundation final locations to be confirmed by landscape architect. Site assesment included to mark foundation locations for approval . USA Shade is not responsible for any underground utilities or relocation of them. |                     |
|                                                                                   | Steel Finish:          | Powder Coated         |                                                                                                                                                                                                                                                                                                |                     |
| Steel Color:                                                                      | White                  |                       |                                                                                                                                                                                                                                                                                                |                     |
| PRICE                                                                             | Electrical Provisions: | N/A                   |                                                                                                                                                                                                                                                                                                |                     |
| Turnkey - See Below                                                               | Cable/HDW Finish:      | Galvanized            |                                                                                                                                                                                                                                                                                                |                     |
|                                                                                   | Concept No:            |                       |                                                                                                                                                                                                                                                                                                |                     |



| ACCESS/MISC.                 |      |         |        |
|------------------------------|------|---------|--------|
| QTY                          | ITEM | DETAILS | COST   |
|                              |      |         |        |
|                              |      |         |        |
|                              |      |         |        |
|                              |      |         |        |
|                              |      |         |        |
| TOTAL FOR ACCESS/MISC ITEMS: |      |         | \$0.00 |

| PRICING TOTALS:           |             |
|---------------------------|-------------|
| Unit Total                | Included    |
| Accessories/Miscellaneous | Included    |
| Shipping/Handling         | Included    |
| <b>SUBTOTAL</b>           | –           |
| Sales Tax ( % )           | Tax Exempt  |
| Engineering               | Included    |
| Installation              | Included    |
| <b>TOTAL PRICE</b>        | \$15,913.44 |

| PAYMENT TERMS:                                     |        |
|----------------------------------------------------|--------|
| (1) Upon execution of the Agreement (Deposit)      |        |
| (2) Upon delivery of Unit(s)                       |        |
| (3) Upon completion of assembly/installation       | NET 30 |
| (4) Other (specify):                               |        |
| NOTES:                                             |        |
| Buy Board #592-19. Please provide tax exempt form. |        |

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel , fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

| ENGINEERING REQUIREMENTS |          | NOTES |
|--------------------------|----------|-------|
| Building Code            | IBC 2009 |       |
| Wind Load                | 110 mph  |       |
| Snow Load                | 5 psf    |       |
| Drawing Size             | 11 X 17  |       |
| No. of Sealed Drawings   | 3        |       |
| Calculations Required    | Yes      |       |

| INCLUSIONS / EXCLUSIONS             |                                     |                                                                 |                          |                                     |                                     |
|-------------------------------------|-------------------------------------|-----------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| INCLUDED                            | EXCLUDED                            | ENGINEERING REQUIREMENTS                                        | INCLUDED                 | EXCLUDED                            | INSTALLATION - MISCELLANEOUS        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Sealed Drawings & Calculations                                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prevailing Wage / Certified Payroll |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Permit Submittal                                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Union Wages                         |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Permit Fee                                                      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fencing                             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | DSA Submittal & Fees                                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Curb Repair                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Design and Engineering of Structure                             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landscape Repair                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Design and Engineering of Foundation                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Demolition (Existing Structures)    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Reactions and Loads for attachment to Walls, Rooftops, or Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Payment and Performance Bonds       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Foundation Location and Elevation Survey                        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Special Inspection Fees             |



### Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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### GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

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- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:
- "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

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- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
  - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
  - All steel surface finishes are warranted for one year.
  - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
  - Sewing thread is warranted for ten years.

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#### General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - o the supplied structures, products, services and/or labor are not paid for in full;
  - o the structures are not assembled in strict compliance with USA SHADE specifications;
  - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - o normal wear and tear;
  - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - o workmanship related to assembly not provided by the Company or its agents;
  - o fabric curtains, valances, and flat vertical panels;
  - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

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16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

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Executed to be effective as of the date executed by the Company:

**NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.**

**PURCHASER:**

City of Hutto TX

**SELLER:**

USA SHADE & Fabric Structures

Signature: \_\_\_\_\_

By: (Print) \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

By: Kendall Purgatorio \_\_\_\_\_

Title: Architectural Specialist \_\_\_\_\_

Date: 10/17/19 \_\_\_\_\_

**NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.**

[www.usa-shade.com](http://www.usa-shade.com)

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533

Regular City Council  
**AGENDA ITEM  
10.E.**



**To:** City Council  
**Subject:** Consideration and possible action on a resolution approving the proposed Cottonwood Creek Preliminary Plat, 370.33 acres, more or less, of land, 987 residential lots, two amenity lots and 22 open space lots, located on CR 199. (Ashley Lumpkin)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Development Services  
**Staff Contact:** Ashley Lumpkin

**BACKGROUND INFORMATION:**

**Summary of Request**

The Cottonwood Creek Preliminary Plat includes 987 single-family lots, 2 amenity lots and 22 open space lots on 370.33 acres of land. The site is north of FM 1660 S, south of CR 199 and east of Cottonwood Creek and the Cross Creek Subdivision (Meritage) and Glenwood Subdivision.

**WEST:** Cross Creek Subdivision and Cottonwood Creek

**NORTH:** CR 132 and Farmland

**EAST:** Vacant Pastureland

**SOUTH:** Cottonwood Creek and FM 1660 S

Proposed Phasing:

**Utilities**

Water and wastewater will be provided by City of Hutto.

**Staff Recommendation:**

This plat has been reviewed and City comments have been addressed.

**RECOMMENDATION:**

Staff recommends that the City Council approve the resolution.

**ATTACHMENTS:**

[\(Res\)CWCrkPrelim\(Res\)Complete](#)



**RESOLUTION NO.**

**A RESOLUTION APPROVING THE PLAT KNOWN AS "COTTONWOOD CREEK PRELIMINARY 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 "Cottonwood Creek Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **21st** day of the month **November, 2019**.

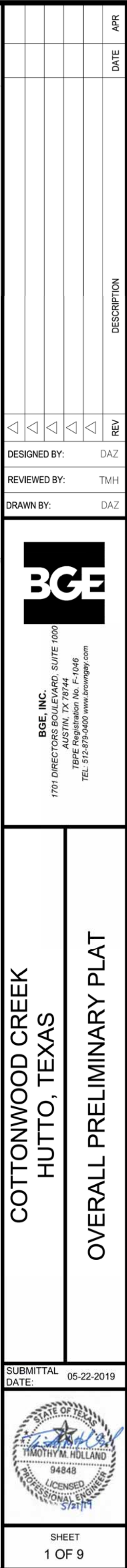
**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary

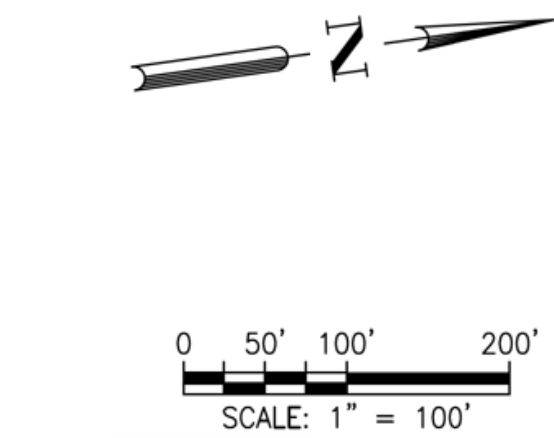
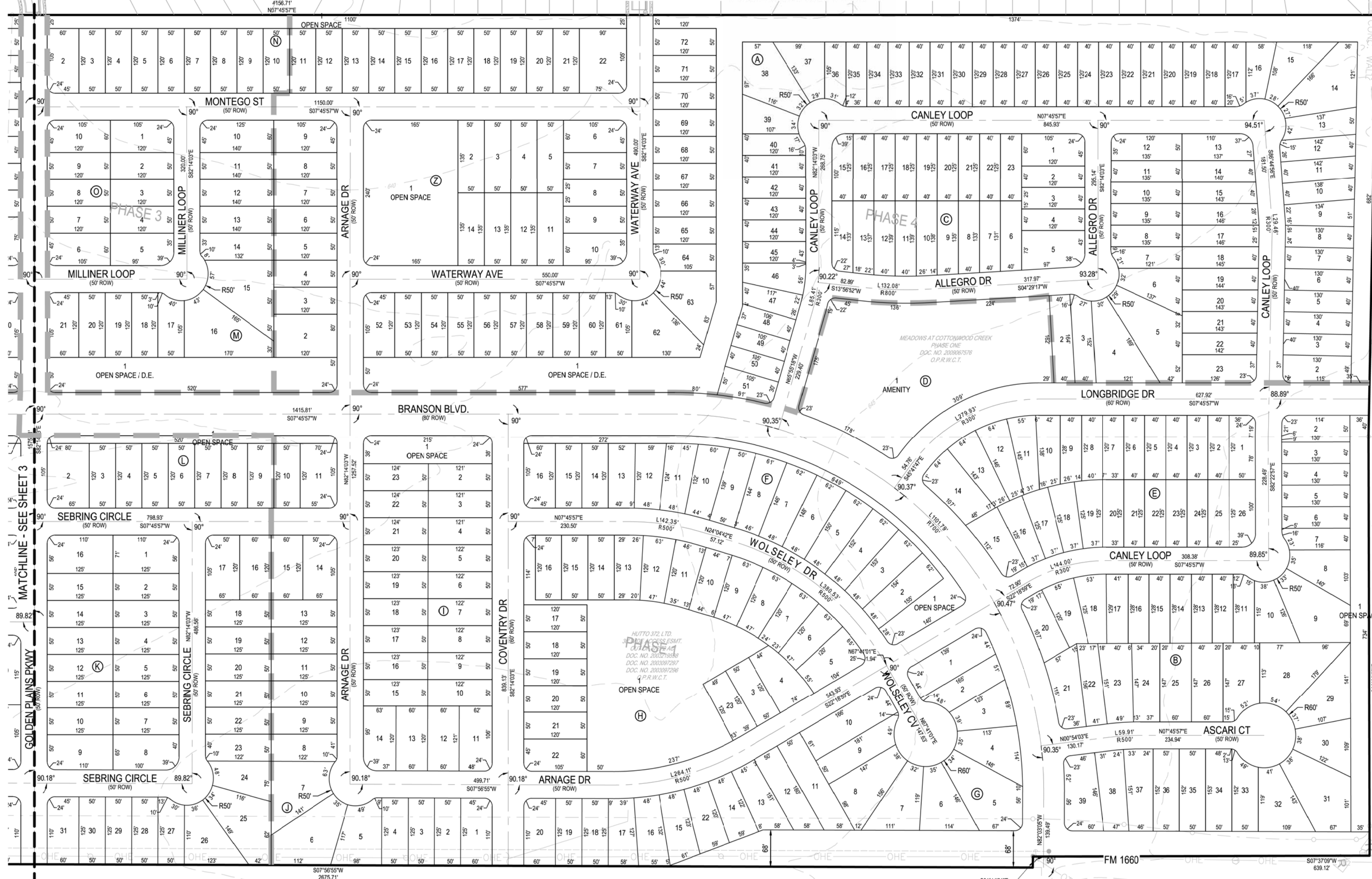




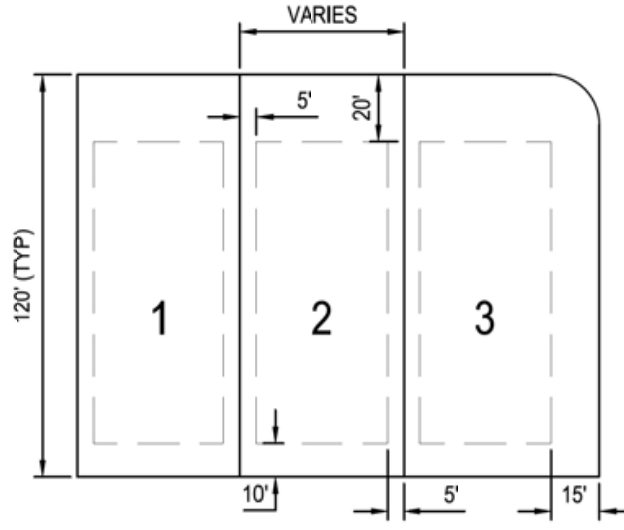
| STREET TABLE       |           |              |              |      |                       |                  |               |
|--------------------|-----------|--------------|--------------|------|-----------------------|------------------|---------------|
| STREET NAME        | ROW WIDTH | STREET WIDTH | DESIGN SPEED | TYPE | STREET CLASSIFICATION | STREET OWNERSHIP | STREET LENGTH |
| ALLEGRO DR         | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           |               |
| ARMAGE DR          | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 2565          |
| ASCARI CT          | 50'-0"    | 30'-0"       | 35           | C&G  | LOCAL                 | PUBLIC           | 425           |
| BRANHAM LOOP       | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 2787          |
| BRANSON BLVD       | 80'-0"    | VARIES       | 30           | C&G  | LOCAL                 | PUBLIC           | 5022          |
| CADWELL DR         | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 957           |
| CAMARGUE CV        | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 89            |
| CAMARGUE DR        | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 1794          |
| CANLEY LOOP        | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 2700          |
| CARL STERN DR      | 80'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 3496          |
| CORNICHE CIRCLE    | 80'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 3808          |
| COVENTRY DR        | 80'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 839           |
| DONNINGTON DR      | 80'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 1075          |
| GOLDEN PLAINS PKWY | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 1576          |
| GOODWOOD ST        | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 1219          |
| GRIFFEN DR         | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 1563          |
| HERVALD DR         | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 895           |
| IMOLA ST           | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 838           |
| LAGONDA DR         | 80'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 2558          |
| LANCIA ST          | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 450           |
| LONGBRIDGE DR      | 80'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 963           |
| MADONE ST          | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 711           |
| MELUA ST           | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 880           |
| MILLNER LOOP       | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 3288          |
| MONTEGO ST         | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 1155          |
| MULSANE ST         | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 296           |
| SEBRING CIRCLE     | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 3023          |
| VANTAGE DR         | 80'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 2157          |
| VALHALL CT         | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 315           |
| WATERWAY AVE       | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 1040          |
| WOLESEY CV         | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 148           |
| WOLESEY DR         | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 812           |
| ZAGATO ST          | 50'-0"    | 30'-0"       | 30           | C&G  | LOCAL                 | PUBLIC           | 210           |
|                    |           |              |              |      |                       | TOTAL LF         | 49789         |
| ROW AC - 62.343    |           |              |              |      |                       |                  |               |



COTTONWOOD CREEK  
PRELIMINARY PLAT



- LEGEND
- PROPERTY BOUNDARY
  - PROPOSED RIGHT OF WAY
  - EXISTING MAJOR CONTOUR
  - EXISTING MINOR CONTOUR
  - ROAD CENTERLINE
  - PROPOSED LOT LINE
  - PROPOSED LOT NUMBER
  - PHASE LINE
  - FEMA 100 YR FLOODPLAIN
  - PRELIMINARY FEMA 100 YEAR FLOODPLAIN
  - EXISTING EASEMENT

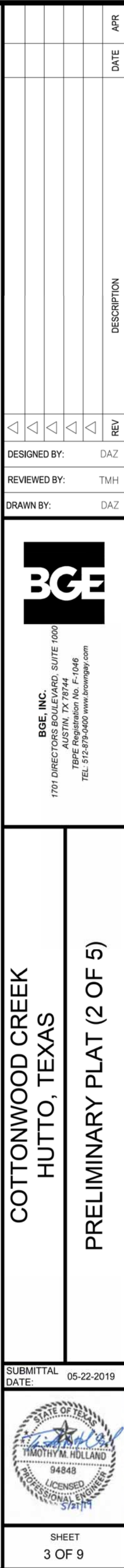


Received 9/30/19  
**Hutto**

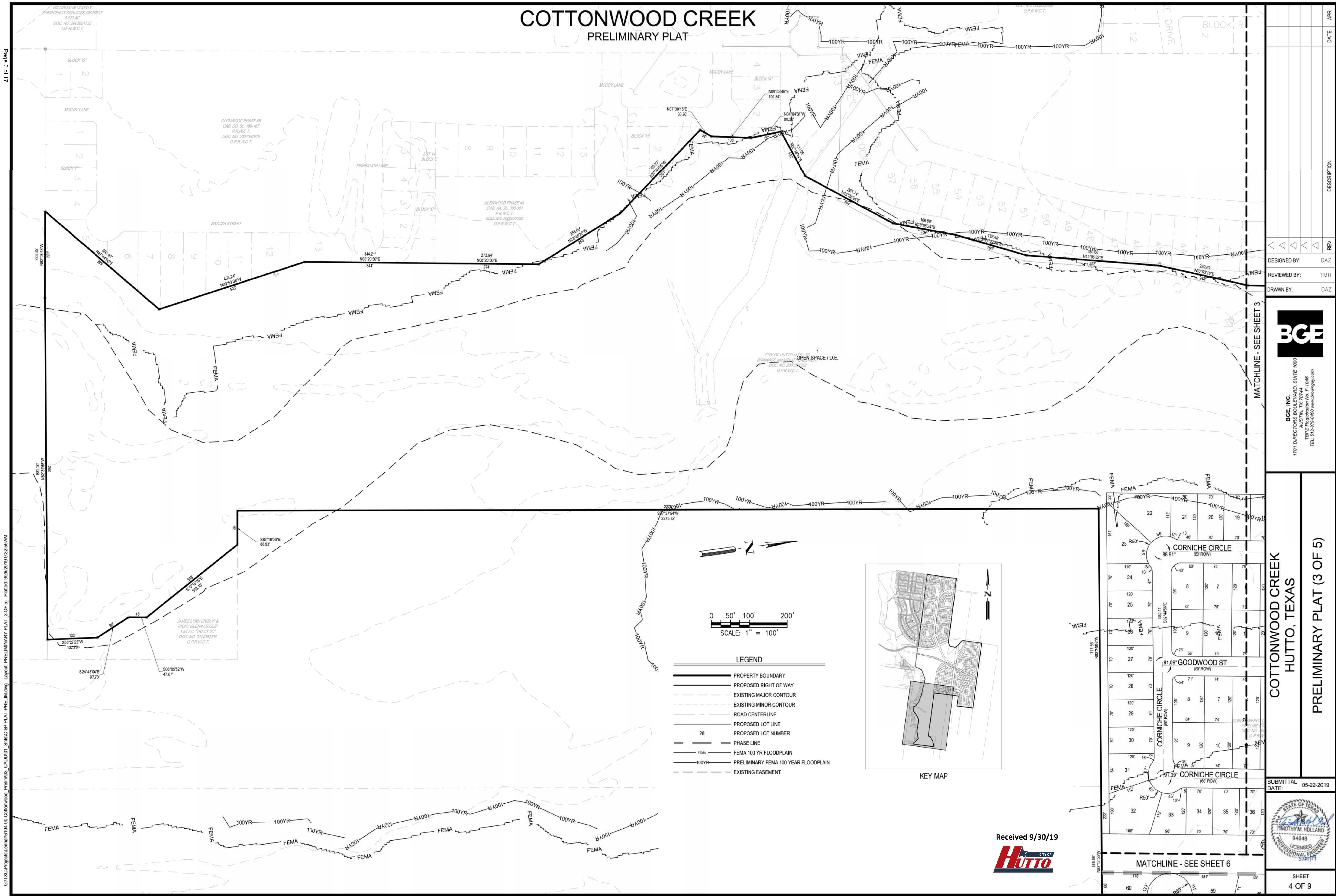
TYP. LOT LAYOUT DIAGRAM

| DATE                                                                                                                    | DESCRIPTION |
|-------------------------------------------------------------------------------------------------------------------------|-------------|
| APR                                                                                                                     |             |
| REV                                                                                                                     |             |
| DESIGNED BY:                                                                                                            | DAZ         |
| REVIEWED BY:                                                                                                            | TMH         |
| DRAWN BY:                                                                                                               | DAZ         |
| <b>BGE</b><br>BGE, INC.<br>1701 DIRECTORS BOULEVARD, SUITE 1000<br>AUSTIN, TX 78744<br>TEL: 512-593-0400 www.bgeing.com |             |
| <b>COTTONWOOD CREEK</b><br>HUTTO, TEXAS<br><b>PRELIMINARY PLAT (1 OF 5)</b>                                             |             |
| SUBMITTAL DATE:                                                                                                         | 05-22-2019  |
|                                                                                                                         |             |
| SHEET<br>2 OF 9                                                                                                         |             |





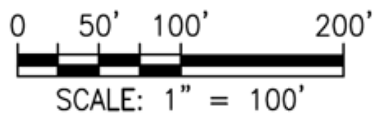
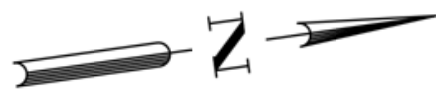
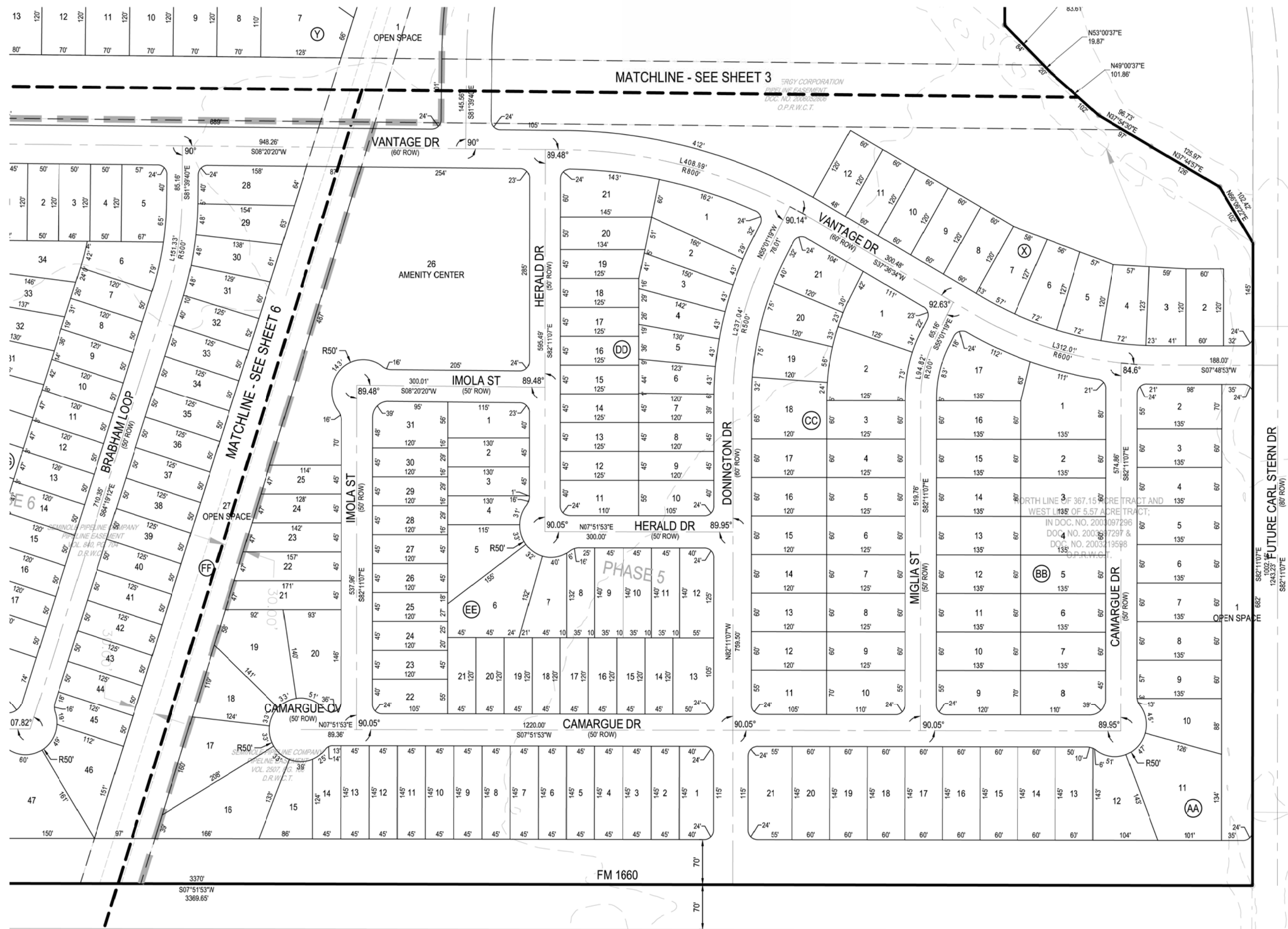




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COTTONWOOD CREEK  
PRELIMINARY PLAT



- LEGEND
- PROPERTY BOUNDARY
  - PROPOSED RIGHT OF WAY
  - EXISTING MAJOR CONTOUR
  - EXISTING MINOR CONTOUR
  - ROAD CENTERLINE
  - PROPOSED LOT LINE
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KEY MAP

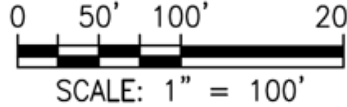
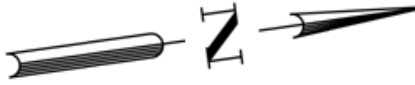
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| DESIGNED BY: DAZ                                                                                                                                                                                                |  | DESCRIPTION |
| REVIEWED BY: TMH                                                                                                                                                                                                |  |             |
| DRAWN BY: DAZ                                                                                                                                                                                                   |  |             |
| <div><br/>BGE, INC.<br/>1701 DIRECTORS BOULEVARD, SUITE 1000<br/>AUSTIN, TX 78744<br/>TEL: 512-593-0400 www.bgeinc.com</div> |  |             |
| COTTONWOOD CREEK<br>HUTTO, TEXAS                                                                                                                                                                                |  |             |
| PRELIMINARY PLAT (4 OF 5)                                                                                                                                                                                       |  |             |
| SUBMITTAL DATE: 05-22-2019                                                                                                                                                                                      |  |             |
| <div><br/>TIMOTHY M. HOLLAND<br/>94848<br/>LICENSED PROFESSIONAL ENGINEER<br/>STATE OF TEXAS</div>                         |  |             |
| SHEET<br>5 OF 9                                                                                                                                                                                                 |  |             |

Received 9/30/19





# PRELIMINARY PLAT



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- Legend for the site plan map:
- PROPERTY BOUNDARY
  - PROPOSED RIGHT OF WAY
  - EXISTING MAJOR CONTOUR
  - EXISTING MINOR CONTOUR
  - ROAD CENTERLINE
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  - FEMA 100 YR FLOODPLAIN
  - PRELIMINARY FEMA 100 YEAR FLOODPLAIN
  - EXISTING EASEMENT



## KEY MAP

TONWOOD CREEK  
HUTTO, TEXAS

PRELIMINARY PLAT (5 OF 5)

SUBMITTAL DATE: 05-22-2019



SHEET  
6 OF 9

Received 9/30/1





| LOT TABLE |       |        |      |                   |          |
|-----------|-------|--------|------|-------------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION       | LOT TYPE |
| 1         | A     | 161698 | 3.71 | OPEN SPACE / D.E. | N/A      |
| 2         | A     | 6545   | 0.15 | SINGLE FAMILY     | 40x120   |
| 3         | A     | 5200   | 0.12 | SINGLE FAMILY     | 40x120'  |
| 4         | A     | 5200   | 0.12 | SINGLE FAMILY     | 40x120'  |
| 5         | A     | 5200   | 0.12 | SINGLE FAMILY     | 40x120'  |
| 6         | A     | 5200   | 0.12 | SINGLE FAMILY     | 40x120'  |
| 7         | A     | 5200   | 0.12 | SINGLE FAMILY     | 40x120'  |
| 8         | A     | 5202   | 0.12 | SINGLE FAMILY     | 40x120'  |
| 9         | A     | 5878   | 0.13 | SINGLE FAMILY     | 40x120'  |
| 10        | A     | 5453   | 0.13 | SINGLE FAMILY     | 40x120'  |
| 11        | A     | 5610   | 0.13 | SINGLE FAMILY     | 40x120'  |
| 12        | A     | 5746   | 0.13 | SINGLE FAMILY     | 40x120'  |
| 13        | A     | 6122   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 14        | A     | 12775  | 0.29 | SINGLE FAMILY     | 40x120'  |
| 15        | A     | 8431   | 0.19 | SINGLE FAMILY     | 40x120'  |
| 16        | A     | 5007   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 17        | A     | 4746   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 18        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 19        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 20        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 21        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 22        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 23        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 24        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 25        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 26        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 27        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 28        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 29        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 30        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 31        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 32        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 33        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 34        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 35        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 36        | A     | 4440   | 0.10 | SINGLE FAMILY     | 40x120'  |
| 38        | A     | 11135  | 0.26 | SINGLE FAMILY     | 40x120'  |
| 39        | A     | 5679   | 0.13 | SINGLE FAMILY     | 40x120'  |
| 40        | A     | 4639   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 41        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 42        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 43        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 45        | A     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 46        | A     | 5634   | 0.13 | SINGLE FAMILY     | 40x120'  |
| 47        | A     | 4836   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 48        | A     | 4292   | 0.10 | SINGLE FAMILY     | 40x120'  |
| 49        | A     | 4200   | 0.10 | SINGLE FAMILY     | 40x120'  |
| 50        | A     | 4200   | 0.10 | SINGLE FAMILY     | 40x120'  |
| 51        | A     | 5054   | 0.12 | SINGLE FAMILY     | 40x120'  |
| 52        | A     | 7152   | 0.16 | SINGLE FAMILY     | 40x120'  |
| 53        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 54        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 55        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 56        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 57        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 58        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 59        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 60        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 61        | A     | 5701   | 0.13 | SINGLE FAMILY     | 40x120'  |
| 62        | A     | 11206  | 0.26 | SINGLE FAMILY     | 40x120'  |
| 63        | A     | 10360  | 0.24 | SINGLE FAMILY     | 40x120'  |
| 64        | A     | 5701   | 0.13 | SINGLE FAMILY     | 40x120'  |
| 65        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 66        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 67        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 68        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 69        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 70        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 71        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |
| 72        | A     | 6000   | 0.14 | SINGLE FAMILY     | 40x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | B     | 27089  | 0.62 | OPEN SPACE    | N/A      |
| 2         | B     | 6456   | 0.15 | SINGLE FAMILY | 40x120'  |
| 3         | B     | 5200   | 0.12 | SINGLE FAMILY | 40x120'  |
| 4         | B     | 5200   | 0.12 | SINGLE FAMILY | 40x120'  |
| 5         | B     | 5200   | 0.12 | SINGLE FAMILY | 40x120'  |
| 6         | B     | 5200   | 0.12 | SINGLE FAMILY | 40x120'  |
| 7         | B     | 4963   | 0.11 | SINGLE FAMILY | 40x120'  |
| 8         | B     | 8168   | 0.19 | SINGLE FAMILY | 40x120'  |
| 9         | B     | 12622  | 0.29 | SINGLE FAMILY | 40x120'  |
| 10        | B     | 7077   | 0.16 | SINGLE FAMILY | 40x120'  |
| 11        | B     | 4959   | 0.11 | SINGLE FAMILY | 40x120'  |
| 12        | B     | 5104   | 0.12 | SINGLE FAMILY | 40x120'  |
| 13        | B     | 5111   | 0.12 | SINGLE FAMILY | 40x120'  |
| 14        | B     | 5117   | 0.12 | SINGLE FAMILY | 40x120'  |
| 15        | B     | 5124   | 0.12 | SINGLE FAMILY | 40x120'  |
| 16        | B     | 5131   | 0.12 | SINGLE FAMILY | 40x120'  |
| 17        | B     | 5218   | 0.12 | SINGLE FAMILY | 40x120'  |
| 18        | B     | 6228   | 0.14 | SINGLE FAMILY | 40x120'  |
| 19        | B     | 6109   | 0.14 | SINGLE FAMILY | 40x120'  |
| 20        | B     | 6156   | 0.14 | SINGLE FAMILY | 40x120'  |
| 21        | B     | 8027   | 0.18 | SINGLE FAMILY | 40x120'  |
| 22        | B     | 6183   | 0.14 | SINGLE FAMILY | 40x120'  |
| 23        | B     | 8427   | 0.19 | SINGLE FAMILY | 50x120'  |
| 24        | B     | 7617   | 0.17 | SINGLE FAMILY | 50x120'  |
| 25        | B     | 8814   | 0.20 | SINGLE FAMILY | 60x120'  |
| 26        | B     | 8843   | 0.20 | SINGLE FAMILY | 60x120'  |
| 27        | B     | 9237   | 0.21 | SINGLE FAMILY | 70x120'  |
| 28        | B     | 13751  | 0.32 | SINGLE FAMILY | 70x120'  |
| 29        | B     | 10516  | 0.24 | SINGLE FAMILY | 50x120'  |
| 30        | B     | 7850   | 0.18 | SINGLE FAMILY | 50x120'  |
| 31        | B     | 13171  | 0.30 | SINGLE FAMILY | 50x120'  |
| 32        | B     | 9077   | 0.21 | SINGLE FAMILY | 50x120'  |
| 33        | B     | 6637   | 0.15 | SINGLE FAMILY | 50x120'  |
| 34        | B     | 7630   | 0.18 | SINGLE FAMILY | 50x120'  |
| 35        | B     | 7622   | 0.17 | SINGLE FAMILY | 50x120'  |
| 36        | B     | 7614   | 0.17 | SINGLE FAMILY | 50x120'  |
| 37        | B     | 7801   | 0.18 | SINGLE FAMILY | 50x120'  |
| 38        | B     | 7596   | 0.17 | SINGLE FAMILY | 50x120'  |
| 39        | B     | 9267   | 0.21 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | C     | 7152   | 0.16 | SINGLE FAMILY | 40x120'  |
| 2         | C     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 3         | C     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 4         | C     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 5         | C     | 8279   | 0.19 | SINGLE FAMILY | 40x120'  |
| 6         | C     | 5182   | 0.12 | SINGLE FAMILY | 40x120'  |
| 7         | C     | 5274   | 0.12 | SINGLE FAMILY | 40x120'  |
| 8         | C     | 5365   | 0.12 | SINGLE FAMILY | 40x120'  |
| 9         | C     | 5457   | 0.13 | SINGLE FAMILY | 40x120'  |
| 10        | C     | 5545   | 0.13 | SINGLE FAMILY | 40x120'  |
| 11        | C     | 5582   | 0.13 | SINGLE FAMILY | 40x120'  |
| 12        | C     | 5537   | 0.13 | SINGLE FAMILY | 40x120'  |
| 13        | C     | 5410   | 0.12 | SINGLE FAMILY | 40x120'  |
| 14        | C     | 5201   | 0.12 | SINGLE FAMILY | 40x120'  |
| 15        | C     | 4866   | 0.11 | SINGLE FAMILY | 40x120'  |
| 16        | C     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 17        | C     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 18        | C     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 19        | C     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 20        | C     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 21        | C     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 22        | C     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 23        | C     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | D     | 97065  | 2.23 | AMENITY       | N/A      |
| 2         | D     | 6523   | 0.15 | SINGLE FAMILY | 40x120'  |
| 3         | D     | 6312   | 0.14 | SINGLE FAMILY | 40x120'  |
| 4         | D     | 11837  | 0.27 | SINGLE FAMILY | 40x120'  |
| 5         | D     | 14093  | 0.32 | SINGLE FAMILY | 40x120'  |
| 6         | D     | 7313   | 0.17 | SINGLE FAMILY | 40x120'  |
| 7         | D     | 5178   | 0.12 | SINGLE FAMILY | 40x120'  |
| 8         | D     | 5400   | 0.12 | SINGLE FAMILY | 40x120'  |
| 9         | D     | 5400   | 0.12 | SINGLE FAMILY | 40x120'  |
| 10        | D     | 5400   | 0.12 | SINGLE FAMILY | 40x120'  |
| 11        | D     | 5400   | 0.12 | SINGLE FAMILY | 40x120'  |
| 12        | D     | 6702   | 0.15 | SINGLE FAMILY | 40x120'  |
| 13        | D     | 6629   | 0.15 | SINGLE FAMILY | 40x120'  |
| 14        | D     | 5534   | 0.13 | SINGLE FAMILY | 40x120'  |
| 15        | D     | 5661   | 0.13 | SINGLE FAMILY | 40x120'  |
| 16        | D     | 5786   | 0.13 | SINGLE FAMILY | 40x120'  |
| 17        | D     | 5838   | 0.13 | SINGLE FAMILY | 40x120'  |
| 18        | D     | 5809   | 0.13 | SINGLE FAMILY | 40x120'  |
| 19        | D     | 5778   | 0.13 | SINGLE FAMILY | 40x120'  |
| 20        | D     | 5747   | 0.13 | SINGLE FAMILY | 40x120'  |
| 21        | D     | 5716   | 0.13 | SINGLE FAMILY | 40x120'  |
| 22        | D     | 5685   | 0.13 | SINGLE FAMILY | 40x120'  |
| 23        | D     | 7324   | 0.17 | SINGLE FAMILY | 40x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | E     | 5965   | 0.14 | SINGLE FAMILY | 40x120'  |
| 2         | E     | 4781   | 0.11 | SINGLE FAMILY | 40x120'  |
| 3         | E     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 4         | E     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 5         | E     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 6         | E     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 7         | E     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 8         | E     | 4838   | 0.11 | SINGLE FAMILY | 40x120'  |
| 9         | E     | 5007   | 0.11 | SINGLE FAMILY | 40x120'  |
| 10        | E     | 5826   | 0.13 | SINGLE FAMILY | 40x120'  |
| 11        | E     | 6122   | 0.14 | SINGLE FAMILY | 40x120'  |
| 12        | E     | 6786   | 0.16 | SINGLE FAMILY | 40x120'  |
| 13        | E     | 6751   | 0.15 | SINGLE FAMILY | 40x120'  |
| 14        | E     | 9235   | 0.21 | SINGLE FAMILY | 40x120'  |
| 15        | E     | 7044   | 0.16 | SINGLE FAMILY | 40x120'  |
| 16        | E     | 5539   | 0.13 | SINGLE FAMILY | 40x120'  |
| 17        | F     | 5536   | 0.13 | SINGLE FAMILY | 40x120'  |
| 18        | E     | 5539   | 0.13 | SINGLE FAMILY | 40x120'  |
| 19        | E     | 5727   | 0.13 | SINGLE FAMILY | 40x120'  |
| 20        | E     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 21        | E     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 22        | E     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 23        | E     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 24        | E     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 25        | E     | 5019   | 0.12 | SINGLE FAMILY | 40x120'  |
| 26        | E     | 6115   | 0.14 | SINGLE FAMILY | 40x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | F     | 21993  | 0.50 | OPEN SPACE    | N/A      |
| 2         | F     | 8537   | 0.20 | SINGLE FAMILY | 50x120'  |
| 3         | F     | 8480   | 0.19 | SINGLE FAMILY | 50x120'  |
| 4         | F     | 8405   | 0.19 | SINGLE FAMILY | 50x120'  |
| 5         | F     | 8312   | 0.19 | SINGLE FAMILY | 50x120'  |
| 6         | F     | 8203   | 0.19 | SINGLE FAMILY | 50x120'  |
| 7         | F     | 8078   | 0.19 | SINGLE FAMILY | 50x120'  |
| 8         | F     | 7902   | 0.18 | SINGLE FAMILY | 50x120'  |
| 9         | F     | 7094   | 0.16 | SINGLE FAMILY | 50x120'  |
| 10        | F     | 7324   | 0.17 | SINGLE FAMILY | 50x120'  |
| 11        | F     | 6901   | 0.16 | SINGLE FAMILY | 50x120'  |
| 12        | F     | 6533   | 0.15 | SINGLE FAMILY | 50x120'  |
| 13        | F     | 6084   | 0.14 | SINGLE FAMILY | 50x120'  |
| 14        | F     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 15        | F     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 16        | F     | 7152   | 0.16 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |         |      |               |          |
|-----------|-------|---------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT. | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | G     | 9950    | 0.23 | SINGLE FAMILY | 50x120'  |
| 2         | G     | 7104    | 0.16 | SINGLE FAMILY | 50x120'  |
| 3         | G     | 7329    | 0.17 | SINGLE FAMILY | 50x120'  |
| 4         | G     | 8980    | 0.21 | SINGLE FAMILY | 50x120'  |
| 5         | G     | 13739   | 0.32 | SINGLE FAMILY | 50x120'  |
| 6         | G     | 9084    | 0.21 | SINGLE FAMILY | 50x120'  |
| 7         | G     | 8899    | 0.20 | SINGLE FAMILY | 50x120'  |
| 8         | G     | 10884   | 0.25 | SINGLE FAMILY | 50x120'  |
| 9         | G     | 8058    | 0.18 | SINGLE FAMILY | 50x120'  |
| 10        | G     | 10918   | 0.25 | SINGLE FAMILY | 50x120'  |
| 11        | G     | 9717    | 0.22 | SINGLE FAMILY | 50x120'  |
| 12        | G     | 8259    | 0.19 | SINGLE FAMILY | 50x120'  |
| 13        | G     | 7265    | 0.17 | SINGLE FAMILY | 50x120'  |
| 14        | G     | 6481    | 0.15 | SINGLE FAMILY | 50x120'  |
| 15        | G     | 6879    | 0.16 | SINGLE FAMILY | 50x120'  |
| 16        | G     | 7035    | 0.16 | SINGLE FAMILY | 50x120'  |
| 17        | G     | 6679    | 0.15 | SINGLE FAMILY | 50x120'  |
| 18        | G     | 6250    | 0.14 | SINGLE FAMILY | 50x120'  |
| 19        | G     | 6250    | 0.14 | SINGLE FAMILY | 50x120'  |
| 20        | G     | 7475    | 0.17 | SINGLE FAMILY | 50x120'  |
| 22        | G     | 6516    | 0.15 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |         |      |               |          |
|-----------|-------|---------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT. | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | H     | 83462   | 1.92 | OPEN SPACE    | N/A      |
| 3         | H     | 6000    | 0.14 | SINGLE FAMILY | 50x120'  |
| 4         | H     | 7516    | 0.17 | SINGLE FAMILY | 50x120'  |
| 5         | H     | 8070    | 0.19 | SINGLE FAMILY | 50x120'  |
| 6         | H     | 6557    | 0.15 | SINGLE FAMILY | 50x120'  |
| 7         | H     | 6557    | 0.15 | SINGLE FAMILY | 50x120'  |
| 8         | H     | 6557    | 0.15 | SINGLE FAMILY | 50x120'  |
| 9         | H     | 6557    | 0.15 | SINGLE FAMILY | 50x120'  |
| 10        | H     | 6065    | 0.14 | SINGLE FAMILY | 50x120'  |
| 11        | H     | 6412    | 0.15 | SINGLE FAMILY | 50x120'  |
| 12        | H     | 6557    | 0.15 | SINGLE FAMILY | 50x120'  |
| 13        | H     | 6235    | 0.14 | SINGLE FAMILY | 50x120'  |
| 14        | H     | 6000    | 0.14 | SINGLE FAMILY | 50x120'  |
| 15        | H     | 6000    | 0.14 | SINGLE FAMILY | 50x120'  |
| 16        | H     | 6000    | 0.14 | SINGLE FAMILY | 50x120'  |
| 17        | H     | 6000    | 0.14 | SINGLE FAMILY | 50x120'  |
| 18        | H     | 6000    | 0.14 | SINGLE FAMILY | 50x120'  |
| 19        | H     | 6000    | 0.14 | SINGLE FAMILY | 50x120'  |
| 20        | H     | 6000    | 0.14 | SINGLE FAMILY | 50x120'  |
| 21        | H     | 6000    | 0.14 | SINGLE FAMILY | 50x120'  |
| 22        | H     | 7129    | 0.16 | SINGLE FAMILY | 50x120'  |
| 23        | H     | 6119    | 0.14 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |         |      |               |          |
|-----------|-------|---------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT. | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | I     | 12790   | 0.29 | OPEN SPACE    | N/A      |
| 2         | I     | 6057    | 0.14 | SINGLE FAMILY | 50x120'  |
| 3         | I     | 6065    | 0.14 | SINGLE FAMILY | 50x120'  |
| 4         | I     | 6073    | 0.14 | SINGLE FAMILY | 50x120'  |
| 5         | I     | 6081    | 0.14 | SINGLE FAMILY | 50x120'  |
| 6         | I     | 6089    | 0.14 | SINGLE FAMILY | 50x120'  |
| 7         | I     | 6097    | 0.14 | SINGLE FAMILY | 50x120'  |
| 8         | I     | 6105    | 0.14 | SINGLE FAMILY | 50x120'  |
| 9         | I     | 6113    | 0.14 | SINGLE FAMILY | 50x120'  |
| 10        | I     | 6121    | 0.14 | SINGLE FAMILY | 50x120'  |
| 11        | I     | 7517    | 0.17 | SINGLE FAMILY | 50x120'  |
| 12        | I     | 7229    | 0.17 | SINGLE FAMILY | 50x120'  |
| 13        | I     | 7218    | 0.17 | SINGLE FAMILY | 50x120'  |
| 14        | I     | 7350    | 0.17 | SINGLE FAMILY | 50x120'  |
| 15        | I     | 6129    | 0.14 | SINGLE FAMILY | 50x120'  |
| 16        | I     | 6137    | 0.14 | SINGLE FAMILY | 50x120'  |
| 17        | I     | 6145    | 0.14 | SINGLE FAMILY | 50x120'  |
| 18        | I     | 6153    | 0.14 | SINGLE FAMILY | 50x120'  |
| 19        | I     | 6161    | 0.14 | SINGLE FAMILY | 50x120'  |
| 20        | I     | 6169    | 0.14 | SINGLE FAMILY | 50x120'  |
| 21        | I     | 6177    | 0.14 | SINGLE FAMILY | 50x120'  |
| 22        | I     | 6185    | 0.14 | SINGLE FAMILY | 50x120'  |
| 23        | I     | 6193    | 0.14 | SINGLE FAMILY | 50x120'  |



| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | Q     | 47591  | 1.09 | OPEN SPACE    | N/A      |
| 2         | Q     | 7811   | 0.18 | SINGLE FAMILY | 40x120'  |
| 3         | Q     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 4         | Q     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 5         | Q     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 6         | Q     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 7         | Q     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 8         | Q     | 6670   | 0.15 | SINGLE FAMILY | 40x120'  |
| 9         | Q     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 10        | Q     | 4800   | 0.11 | SINGLE FAMILY | 40x120'  |
| 11        | Q     | 4822   | 0.11 | SINGLE FAMILY | 40x120'  |
| 12        | Q     | 5315   | 0.12 | SINGLE FAMILY | 40x120'  |
| 13        | Q     | 5315   | 0.12 | SINGLE FAMILY | 40x120'  |
| 14        | Q     | 5315   | 0.12 | SINGLE FAMILY | 40x120'  |
| 15        | Q     | 6374   | 0.15 | SINGLE FAMILY | 40x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | R     | 6202   | 0.14 | SINGLE FAMILY | 40x120'  |
| 2         | R     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 3         | R     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 4         | R     | 5000   | 0.11 | SINGLE FAMILY | 40x120'  |
| 5         | R     | 5369   | 0.12 | SINGLE FAMILY | 40x120'  |
| 6         | R     | 5548   | 0.13 | SINGLE FAMILY | 40x120'  |
| 7         | R     | 5692   | 0.13 | SINGLE FAMILY | 40x120'  |
| 8         | R     | 5755   | 0.13 | SINGLE FAMILY | 40x120'  |
| 9         | R     | 5733   | 0.13 | SINGLE FAMILY | 40x120'  |
| 10        | R     | 7683   | 0.18 | SINGLE FAMILY | 40x120'  |
| 11        | R     | 6441   | 0.15 | SINGLE FAMILY | 40x120'  |
| 12        | R     | 5464   | 0.13 | SINGLE FAMILY | 40x120'  |
| 13        | R     | 6831   | 0.16 | SINGLE FAMILY | 50x120'  |
| 14        | R     | 6831   | 0.16 | SINGLE FAMILY | 50x120'  |
| 15        | R     | 8199   | 0.19 | SINGLE FAMILY | 60x120'  |
| 16        | R     | 7620   | 0.17 | SINGLE FAMILY | 60x120'  |
| 17        | R     | 8750   | 0.20 | SINGLE FAMILY | 70x120'  |
| 18        | R     | 8750   | 0.20 | SINGLE FAMILY | 70x120'  |
| 19        | R     | 5128   | 0.12 | OPEN SPACE    | N/A      |

| LOT TABLE |       |        |      |                   |          |
|-----------|-------|--------|------|-------------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION       | LOT TYPE |
| 1         | S     | 81054  | 1.86 | OPEN SPACE / D.E. | N/A      |
| 2         | S     | 6539   | 0.15 | SINGLE FAMILY     | 40x120'  |
| 3         | S     | 5103   | 0.12 | SINGLE FAMILY     | 40x120'  |
| 4         | S     | 5103   | 0.12 | SINGLE FAMILY     | 40x120'  |
| 5         | S     | 4964   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 6         | S     | 7251   | 0.17 | SINGLE FAMILY     | 40x120'  |
| 7         | S     | 8542   | 0.20 | SINGLE FAMILY     | 40x120'  |
| 8         | S     | 5786   | 0.16 | SINGLE FAMILY     | 40x120'  |
| 9         | S     | 4645   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 10        | S     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 11        | S     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 12        | S     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 13        | S     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 14        | S     | 4892   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 15        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 16        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 17        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 18        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 19        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 20        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 21        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 22        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 23        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 24        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 25        | S     | 4981   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 26        | S     | 4963   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 27        | S     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 28        | S     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 29        | S     | 4800   | 0.11 | SINGLE FAMILY     | 40x120'  |
| 30        | S     | 5952   | 0.14 | SINGLE FAMILY     | 40x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | T     | 6217   | 0.14 | OPEN SPACE    | N/A      |
| 2         | T     | 7152   | 0.16 | SINGLE FAMILY | 50x120'  |
| 3         | T     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 4         | T     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 5         | T     | 6267   | 0.14 | SINGLE FAMILY | 50x120'  |
| 6         | T     | 6364   | 0.15 | SINGLE FAMILY | 50x120'  |
| 7         | T     | 6356   | 0.15 | SINGLE FAMILY | 50x120'  |
| 8         | T     | 8859   | 0.20 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | U     | 8051   | 0.18 | SINGLE FAMILY | 50x120'  |
| 2         | U     | 6763   | 0.16 | SINGLE FAMILY | 50x120'  |
| 3         | U     | 6755   | 0.16 | SINGLE FAMILY | 50x120'  |
| 4         | U     | 6733   | 0.15 | SINGLE FAMILY | 50x120'  |
| 5         | U     | 6567   | 0.15 | SINGLE FAMILY | 50x120'  |
| 6         | U     | 8651   | 0.20 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | V     | 10997  | 0.25 | SINGLE FAMILY | 50x120'  |
| 2         | V     | 7592   | 0.17 | SINGLE FAMILY | 50x120'  |
| 3         | V     | 11969  | 0.27 | SINGLE FAMILY | 50x120'  |
| 4         | V     | 8411   | 0.19 | SINGLE FAMILY | 50x120'  |
| 5         | V     | 6318   | 0.15 | SINGLE FAMILY | 50x120'  |
| 6         | V     | 6500   | 0.15 | SINGLE FAMILY | 50x120'  |
| 7         | V     | 6500   | 0.15 | SINGLE FAMILY | 50x120'  |
| 8         | V     | 6500   | 0.15 | SINGLE FAMILY | 50x120'  |
| 9         | V     | 6500   | 0.15 | SINGLE FAMILY | 50x120'  |
| 10        | V     | 7725   | 0.18 | SINGLE FAMILY | 50x120'  |
| 11        | V     | 7174   | 0.16 | SINGLE FAMILY | 50x120'  |
| 12        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 13        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 14        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 15        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 16        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 17        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 18        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 19        | V     | 5976   | 0.14 | SINGLE FAMILY | 50x120'  |
| 20        | V     | 6633   | 0.15 | OPEN SPACE    | N/A      |
| 21        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 22        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 23        | V     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 24        | V     | 7066   | 0.16 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | W     | 21153  | 0.49 | OPEN SPACE    | 50x120'  |
| 2         | W     | 8821   | 0.20 | SINGLE FAMILY | 50x120'  |
| 3         | W     | 6233   | 0.14 | SINGLE FAMILY | 50x120'  |
| 4         | W     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 5         | W     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 6         | W     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 7         | W     | 5708   | 0.13 | SINGLE FAMILY | 50x120'  |
| 8         | W     | 8932   | 0.21 | SINGLE FAMILY | 50x120'  |
| 9         | W     | 11651  | 0.27 | SINGLE FAMILY | 50x120'  |
| 10        | W     | 6109   | 0.14 | SINGLE FAMILY | 50x120'  |
| 11        | W     | 5999   | 0.14 | SINGLE FAMILY | 50x120'  |
| 12        | W     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 13        | W     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 14        | W     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 15        | W     | 5868   | 0.13 | SINGLE FAMILY | 50x120'  |
| 16        | W     | 7461   | 0.17 | SINGLE FAMILY | 50x120'  |
| 17        | W     | 8534   | 0.20 | OPEN SPACE    | N/A      |
| 18        | W     | 6046   | 0.14 | SINGLE FAMILY | 50x120'  |
| 19        | W     | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 20        | W     | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 21        | W     | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 22        | W     | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 23        | W     | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 24        | W     | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 25        | W     | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 26        | W     | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 27        | W     | 7429   | 0.17 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |       |                                 |          |
|-----------|-------|--------|-------|---------------------------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.   | DESCRIPTION                     | LOT TYPE |
| 1         | X     | 783918 | 18.00 | OPEN SPACE / MULTIPURPOSE FIELD | N/A      |
| 2         | X     | 7200   | 0.17  | SINGLE FAMILY                   | 60x120'  |
| 3         | X     | 7467   | 0.17  | SINGLE FAMILY                   | 60x120'  |
| 4         | X     | 7658   | 0.18  | SINGLE FAMILY                   | 60x120'  |
| 5         | X     | 7982   | 0.18  | SINGLE FAMILY                   | 60x120'  |
| 6         | X     | 8178   | 0.19  | SINGLE FAMILY                   | 60x120'  |
| 7         | X     | 7862   | 0.18  | SINGLE FAMILY                   | 60x120'  |
| 8         | X     | 7200   | 0.17  | SINGLE FAMILY                   | 60x120'  |
| 9         | X     | 7200   | 0.17  | SINGLE FAMILY                   | 60x120'  |
| 10        | X     | 7200   | 0.17  | SINGLE FAMILY                   | 60x120'  |
| 11        | X     | 7200   | 0.17  | SINGLE FAMILY                   | 60x120'  |
| 12        | X     | 7200   | 0.17  | SINGLE FAMILY                   | 60x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | Y     | 139674 | 3.21 | OPEN SPACE    | N/A      |
| 2         | Y     | 10823  | 0.25 | SINGLE FAMILY | 70x120'  |
| 3         | Y     | 9100   | 0.21 | SINGLE FAMILY | 70x120'  |
| 4         | Y     | 9100   | 0.21 | SINGLE FAMILY | 70x120'  |
| 5         | Y     | 9100   | 0.21 | SINGLE FAMILY | 70x120'  |
| 6         | Y     | 9713   | 0.22 | SINGLE FAMILY | 70x120'  |
| 7         | Y     | 14623  | 0.34 | SINGLE FAMILY | 70x120'  |
| 8         | Y     | 8243   | 0.19 | SINGLE FAMILY | 70x120'  |
| 9         | Y     | 8400   | 0.19 | SINGLE FAMILY | 70x120'  |
| 10        | Y     | 8400   | 0.19 | SINGLE FAMILY | 70x120'  |
| 11        | Y     | 8400   | 0.19 | SINGLE FAMILY | 70x120'  |
| 12        | Y     | 8400   | 0.19 | SINGLE FAMILY | 70x120'  |
| 13        | Y     | 9552   | 0.22 | SINGLE FAMILY | 70x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | Z     | 48503  | 1.11 | OPEN SPACE    | N/A      |
| 2         | Z     | 6750   | 0.15 | SINGLE FAMILY | 50x120'  |
| 3         | Z     | 6750   | 0.15 | SINGLE FAMILY | 50x120'  |
| 4         | Z     | 6750   | 0.15 | SINGLE FAMILY | 50x120'  |
| 5         | Z     | 6750   | 0.15 | SINGLE FAMILY | 50x120'  |
| 6         | Z     | 7152   | 0.16 | SINGLE FAMILY | 50x120'  |
| 7         | Z     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 8         | Z     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 9         | Z     | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 10        | Z     | 7066   | 0.16 | SINGLE FAMILY | 50x120'  |
| 11        | Z     | 6750   | 0.15 | SINGLE FAMILY | 50x120'  |
| 12        | Z     | 6750   | 0.15 | SINGLE FAMILY | 50x120'  |
| 13        | Z     | 6750   | 0.15 | SINGLE FAMILY | 50x120'  |
| 14        | Z     | 6750   | 0.15 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | AA    | 35494  | 0.81 | OPEN SPACE    | N/A      |
| 2         | AA    | 9410   | 0.22 | SINGLE FAMILY | 60x120'  |
| 3         | AA    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 4         | AA    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 5         | AA    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 6         | AA    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 7         | AA    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 8         | AA    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 9         | AA    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 10        | AA    | 8839   | 0.20 | SINGLE FAMILY | 60x120'  |
| 11        | AA    | 19238  | 0.44 | SINGLE FAMILY | 60x120'  |
| 12        | AA    | 10450  | 0.24 | SINGLE FAMILY | 60x120'  |
| 13        | AA    | 8693   | 0.20 | SINGLE FAMILY | 60x120'  |
| 14        | AA    | 8700   | 0.20 | SINGLE FAMILY | 60x120'  |
| 15        | AA    | 8700   | 0.20 | SINGLE FAMILY | 60x120'  |
| 16        | AA    | 8700   | 0.20 | SINGLE FAMILY | 60x120'  |
| 17        | AA    | 8700   | 0.20 | SINGLE FAMILY | 60x120'  |
| 18        | AA    | 8700   | 0.20 | SINGLE FAMILY | 60x120'  |
| 19        | AA    | 8700   | 0.20 | SINGLE FAMILY | 60x120'  |
| 20        | AA    | 8700   | 0.20 | SINGLE FAMILY | 60x120'  |
| 21        | AA    | 10053  | 0.23 | SINGLE FAMILY | 60x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | BB    | 13933  | 0.32 | SINGLE FAMILY | 60x120'  |
| 2         | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 3         | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 4         | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 5         | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 6         | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 7         | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 8         | BB    | 9316   | 0.21 | SINGLE FAMILY | 60x120'  |
| 9         | BB    | 9402   | 0.22 | SINGLE FAMILY | 60x120'  |
| 10        | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 11        | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 12        | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 13        | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 14        | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 15        | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 16        | BB    | 8100   | 0.19 | SINGLE FAMILY | 60x120'  |
| 17        | BB    | 12057  | 0.28 | SINGLE FAMILY | 60x120'  |



| LOT TABLE |       |        |      |                |          |
|-----------|-------|--------|------|----------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION    | LOT TYPE |
| 1         | FF    | 7888   | 0.18 | SINGLE FAMILY  | 45x120'  |
| 2         | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 3         | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 4         | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 5         | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 6         | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 7         | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 8         | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 9         | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 10        | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 11        | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 12        | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 13        | FF    | 6525   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 14        | FF    | 6208   | 0.14 | SINGLE FAMILY  | 45x120'  |
| 15        | FF    | 7553   | 0.17 | SINGLE FAMILY  | 45x120'  |
| 16        | FF    | 16574  | 0.38 | SINGLE FAMILY  | 45x120'  |
| 17        | FF    | 12869  | 0.30 | SINGLE FAMILY  | 45x120'  |
| 18        | FF    | 9333   | 0.21 | SINGLE FAMILY  | 45x120'  |
| 19        | FF    | 12787  | 0.29 | SINGLE FAMILY  | 45x120'  |
| 20        | FF    | 12073  | 0.28 | SINGLE FAMILY  | 45x120'  |
| 21        | FF    | 7999   | 0.18 | SINGLE FAMILY  | 45x120'  |
| 22        | FF    | 7364   | 0.17 | SINGLE FAMILY  | 45x120'  |
| 23        | FF    | 6729   | 0.15 | SINGLE FAMILY  | 45x120'  |
| 24        | FF    | 6094   | 0.14 | SINGLE FAMILY  | 45x120'  |
| 25        | FF    | 5458   | 0.13 | SINGLE FAMILY  | 45x120'  |
| 26        | FF    | 112129 | 2.57 | AMENITY CENTER | N/A      |
| 27        | FF    | 96378  | 2.21 | OPEN SPACE     | N/A      |
| 28        | FF    | 9890   | 0.23 | SINGLE FAMILY  | 50x120'  |
| 29        | FF    | 7990   | 0.18 | SINGLE FAMILY  | 50x120'  |
| 30        | FF    | 7233   | 0.17 | SINGLE FAMILY  | 50x120'  |
| 31        | FF    | 6833   | 0.16 | SINGLE FAMILY  | 50x120'  |
| 32        | FF    | 6347   | 0.15 | SINGLE FAMILY  | 50x120'  |
| 33        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 34        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 35        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 36        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 37        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 38        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 39        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 40        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 41        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 42        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 43        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 44        | FF    | 6250   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 45        | FF    | 6059   | 0.14 | SINGLE FAMILY  | 50x120'  |
| 46        | FF    | 11557  | 0.27 | SINGLE FAMILY  | 50x120'  |
| 47        | FF    | 14552  | 0.33 | SINGLE FAMILY  | 50x120'  |
| 48        | FF    | 7249   | 0.17 | SINGLE FAMILY  | 50x120'  |
| 49        | FF    | 7250   | 0.17 | SINGLE FAMILY  | 50x120'  |
| 50        | FF    | 7250   | 0.17 | SINGLE FAMILY  | 50x120'  |
| 51        | FF    | 8603   | 0.20 | SINGLE FAMILY  | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | GG    | 7204   | 0.17 | SINGLE FAMILY | 50x120'  |
| 2         | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 3         | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 4         | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 5         | GG    | 8480   | 0.19 | SINGLE FAMILY | 50x120'  |
| 6         | GG    | 7270   | 0.17 | SINGLE FAMILY | 50x120'  |
| 7         | GG    | 6011   | 0.14 | SINGLE FAMILY | 50x120'  |
| 8         | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 9         | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 10        | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 11        | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 12        | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 13        | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 14        | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 15        | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 16        | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 17        | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 18        | GG    | 6031   | 0.14 | SINGLE FAMILY | 50x120'  |
| 19        | GG    | 8376   | 0.19 | SINGLE FAMILY | 50x120'  |
| 21        | GG    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 22        | GG    | 7939   | 0.18 | SINGLE FAMILY | 50x120'  |
| 23        | GG    | 9749   | 0.22 | SINGLE FAMILY | 50x120'  |
| 24        | GG    | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 25        | GG    | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 26        | GG    | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 27        | GG    | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 28        | GG    | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 29        | GG    | 6250   | 0.14 | SINGLE FAMILY | 50x120'  |
| 30        | GG    | 6521   | 0.15 | SINGLE FAMILY | 50x120'  |
| 31        | GG    | 6668   | 0.15 | SINGLE FAMILY | 50x120'  |
| 32        | GG    | 6957   | 0.16 | SINGLE FAMILY | 50x120'  |
| 33        | GG    | 7398   | 0.17 | SINGLE FAMILY | 50x120'  |
| 34        | GG    | 8589   | 0.20 | SINGLE FAMILY | 50x120'  |
| 35        | GG    | 5992   | 0.14 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | HH    | 6367   | 0.15 | SINGLE FAMILY | 50x120'  |
| 2         | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 3         | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 4         | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 5         | HH    | 8004   | 0.18 | SINGLE FAMILY | 50x120'  |
| 6         | HH    | 9145   | 0.21 | SINGLE FAMILY | 50x120'  |
| 7         | HH    | 6995   | 0.16 | SINGLE FAMILY | 50x120'  |
| 8         | HH    | 7000   | 0.16 | SINGLE FAMILY | 50x120'  |
| 9         | HH    | 7000   | 0.16 | SINGLE FAMILY | 50x120'  |
| 10        | HH    | 7000   | 0.16 | SINGLE FAMILY | 50x120'  |
| 11        | HH    | 7000   | 0.16 | SINGLE FAMILY | 50x120'  |
| 12        | HH    | 7000   | 0.16 | SINGLE FAMILY | 50x120'  |
| 13        | HH    | 7000   | 0.16 | SINGLE FAMILY | 50x120'  |
| 14        | HH    | 7000   | 0.16 | SINGLE FAMILY | 50x120'  |
| 15        | HH    | 10149  | 0.23 | SINGLE FAMILY | 50x120'  |
| 16        | HH    | 7453   | 0.17 | SINGLE FAMILY | 50x120'  |
| 17        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 18        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 19        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 20        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 21        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 22        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 23        | HH    | 7152   | 0.16 | SINGLE FAMILY | 50x120'  |
| 24        | HH    | 7542   | 0.17 | SINGLE FAMILY | 50x120'  |
| 25        | HH    | 6319   | 0.15 | SINGLE FAMILY | 50x120'  |
| 26        | HH    | 6183   | 0.14 | SINGLE FAMILY | 50x120'  |
| 27        | HH    | 7882   | 0.18 | SINGLE FAMILY | 50x120'  |
| 28        | HH    | 8945   | 0.21 | SINGLE FAMILY | 50x120'  |
| 29        | HH    | 6004   | 0.14 | SINGLE FAMILY | 50x120'  |
| 30        | HH    | 5999   | 0.14 | SINGLE FAMILY | 50x120'  |
| 31        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 32        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 33        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 34        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 35        | HH    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 36        | HH    | 7560   | 0.17 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | II    | 8351   | 0.19 | SINGLE FAMILY | 50x120'  |
| 2         | II    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 3         | II    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 4         | II    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 5         | II    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 6         | II    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 7         | II    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 8         | II    | 9430   | 0.22 | SINGLE FAMILY | 50x120'  |
| 9         | II    | 9534   | 0.22 | SINGLE FAMILY | 50x120'  |
| 10        | II    | 6240   | 0.14 | SINGLE FAMILY | 50x120'  |
| 11        | II    | 6248   | 0.14 | SINGLE FAMILY | 50x120'  |
| 12        | II    | 6256   | 0.14 | SINGLE FAMILY | 50x120'  |
| 13        | II    | 6265   | 0.14 | SINGLE FAMILY | 50x120'  |
| 14        | II    | 6273   | 0.14 | SINGLE FAMILY | 50x120'  |
| 15        | II    | 6281   | 0.14 | SINGLE FAMILY | 50x120'  |
| 16        | II    | 8759   | 0.20 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | JJ    | 14578  | 0.33 | OPEN SPACE    | N/A      |
| 2         | JJ    | 7193   | 0.17 | SINGLE FAMILY | 50x120'  |
| 3         | JJ    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 4         | JJ    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 5         | JJ    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 6         | JJ    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 7         | JJ    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 8         | JJ    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 9         | JJ    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 10        | JJ    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 11        | JJ    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 12        | JJ    | 5978   | 0.14 | SINGLE FAMILY | 50x120'  |
| 13        | JJ    | 11178  | 0.26 | SINGLE FAMILY | 50x120'  |
| 14        | JJ    | 15442  | 0.35 | SINGLE FAMILY | 50x120'  |
| 15        | JJ    | 7144   | 0.16 | SINGLE FAMILY | 50x120'  |
| 16        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 17        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 18        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 19        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 20        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 21        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 22        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 23        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 24        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 25        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 26        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 27        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 28        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 29        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 30        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 31        | JJ    | 7250   | 0.17 | SINGLE FAMILY | 50x120'  |
| 32        | JJ    | 8603   | 0.20 | SINGLE FAMILY | 50x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | KK    | 7152   | 0.16 | SINGLE FAMILY | 50x120'  |
| 2         | KK    | 7073   | 0.16 | SINGLE FAMILY | 50x120'  |
| 3         | KK    | 7328   | 0.17 | SINGLE FAMILY | 50x120'  |
| 4         | KK    | 8817   | 0.20 | SINGLE FAMILY | 50x120'  |
| 5         | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 6         | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 7         | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 8         | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 9         | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 10        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 11        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 12        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 13        | KK    | 7151   | 0.16 | SINGLE FAMILY | 50x120'  |
| 14        | KK    | 7153   | 0.16 | SINGLE FAMILY | 50x120'  |
| 15        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 16        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 17        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 18        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 19        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 20        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 21        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 22        | KK    | 6000   | 0.14 | SINGLE FAMILY | 50x120'  |
| 23        | KK    | 5991   | 0.14 | SINGLE FAMILY | 50x120'  |
| 24        | KK    | 15458  | 0.35 | OPEN SPACE    | N/A      |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | LL    | 13173  | 0.30 | SINGLE FAMILY | 70x120'  |
| 2         | LL    | 13952  | 0.32 | SINGLE FAMILY | 70x120'  |
| 3         | LL    | 16519  | 0.38 | SINGLE FAMILY | 70x120'  |
| 4         | LL    | 16169  | 0.37 | SINGLE FAMILY | 70x120'  |
| 5         | LL    | 8400   | 0.19 | SINGLE FAMILY | 70x120'  |
| 6         | LL    | 8400   | 0.19 | SINGLE FAMILY | 70x120'  |
| 7         | LL    | 9552   | 0.22 | SINGLE FAMILY | 70x120'  |
| 8         | LL    | 9552   | 0.22 | SINGLE FAMILY | 70x120'  |
| 9         | LL    | 8400   | 0.19 | SINGLE FAMILY | 70x120'  |
| 10        | LL    | 8343   | 0.19 | SINGLE FAMILY | 70x120'  |

| LOT TABLE |       |        |      |               |          |
|-----------|-------|--------|------|---------------|----------|
| LOT #     | BLOCK | SQ. FT | AC.  | DESCRIPTION   | LOT TYPE |
| 1         | MM    | 8348   | 0.19 | SINGLE FAMILY | 70'x120' |
| 2         | MM    | 8400   | 0.19 | SINGLE FAMILY | 70'x120' |
| 3         | MM    | 8400   | 0.19 | SINGLE FAMILY | 70'x120' |
| 4         | MM    | 8400   | 0.19 | SINGLE FAMILY | 70'x120' |
| 5         | MM    | 9552   | 0.22 | SINGLE FAMILY | 70'x120' |
| 6         | MM    | 9552   | 0.22 | SINGLE FAMILY | 70'x120' |
| 7         | MM    | 8400   | 0.19 | SINGLE FAMILY | 70'x120' |
| 8         | MM    | 8400   | 0.19 | SINGLE FAMILY | 70'x120' |
| 9         | MM    | 8400   | 0.19 | SINGLE FAMILY | 70'x120' |
| 11        | MM    | 21718  | 0.50 | OPEN SPACE    | N/A      |
| 12        | MM    | 8400   | 0.19 | SINGLE FAMILY | 70'x120' |





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DESIGNED BY: DAZ  
REVIEWED BY: TMH  
DRAWN BY: DAZ

**BGE**  
BGE, INC.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-593-4600 www.bgeinc.com

**COTTONWOOD CREEK**  
**HUTTO, TEXAS**  
**OVERALL WATER LAYOUT**

SUBMITTAL DATE: 05-22-2019

Received 9/30/19  
**Hutto** CITY OF

SHEET  
EXH 1 OF 9



COTTONWOOD CREEK  
HUTTO, TEXAS

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OVERALL WASTEWATER PL

SUBMITTAL  
DATE: 05-22-2019



SHEET  
EXH 2 OF 9

**BGE, INC.**  
701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TBPE Registration No. F-1046  
TEL: 512-879-0400 [www.browning.com](http://www.browning.com)



**HUTTO** CITY OF

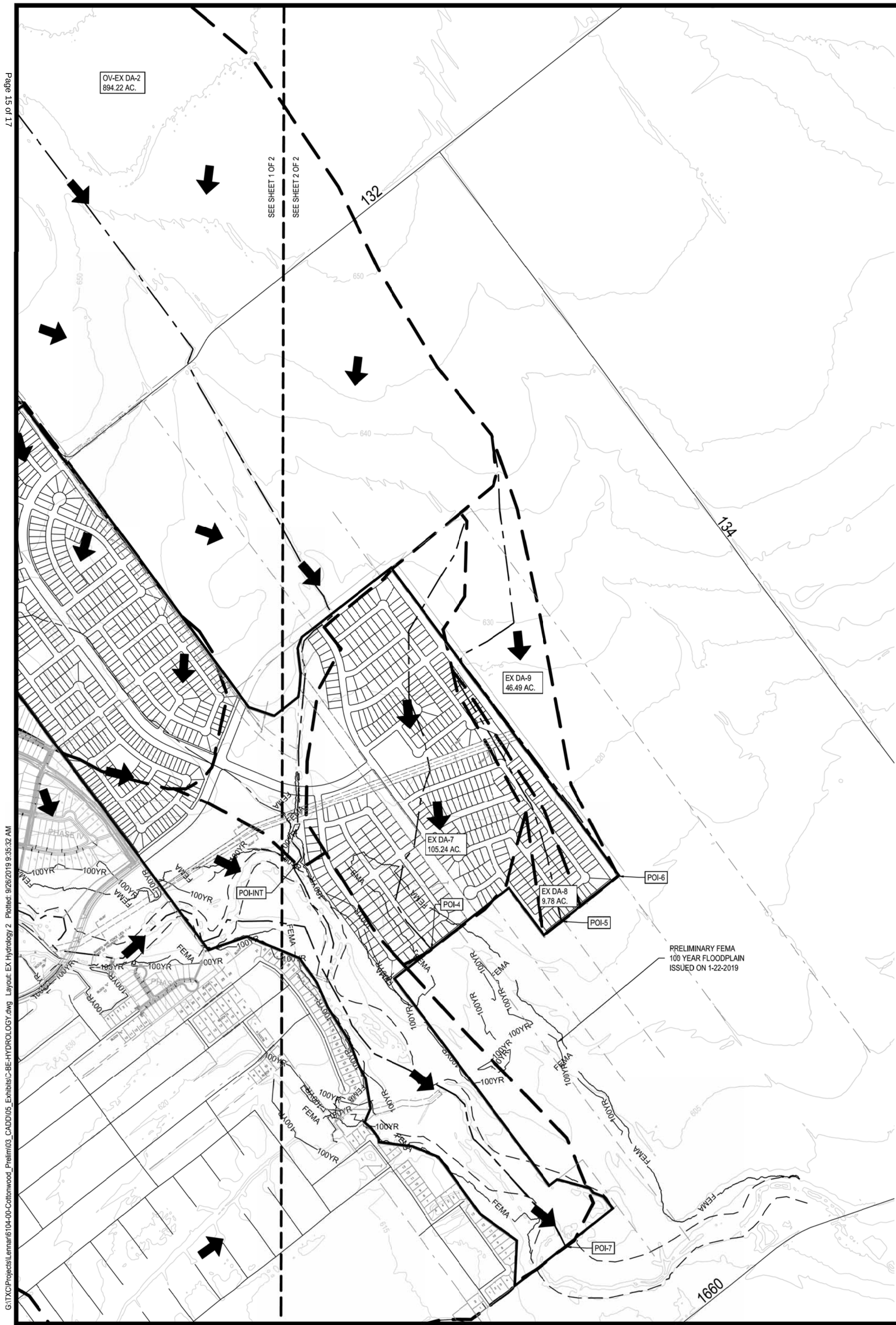
SHEET  
EXH 2 OF 9







Page 15 of 17



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Received 9/30/19  
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CITY OF

SUBMITTAL  
DATE: 05-22-2019



SHEET  
2 OF 2

COTTONWOOD CREEK  
HUTTO, TEXAS  
EXISTING DRAINAGE AREA MAP

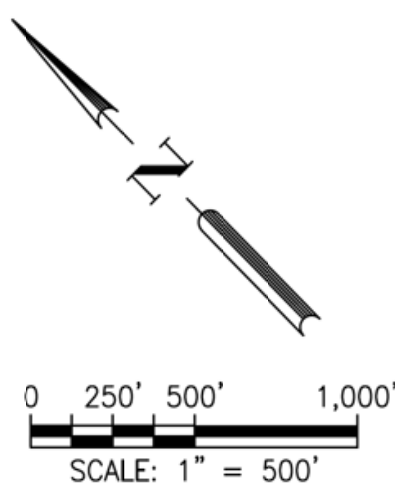


BGE, INC.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-579-0600 www.bgeinc.com

DESIGNED BY: DAZ  
REVIEWED BY: TMH  
DRAWN BY: DAZ

| REV | DESCRIPTION | DATE | APR |
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### LEGEND

- 
-  PROPERTY BOUNDARY  
 DRAINAGE AREA BOUNDARY  
 TIME OF CONCENTRATION  
 CONTOURS (5' INTERVAL)  
 DIRECTION OF FLOW

[illegible]

**BGE, INC.**  
701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TBPE Registration No. F-1046  
TEL: 512-879-0400 [www.browning.com](http://www.browning.com)

COTTONWOOD CREEK  
HUTTO, TEXAS

# PROPOSED DRAINAGE AREA MAP

SUBMITTAL DATE: 05-22-2019

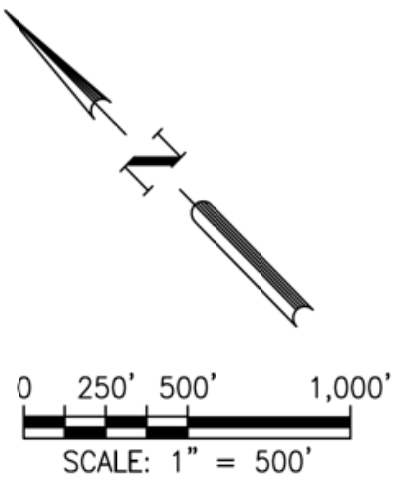
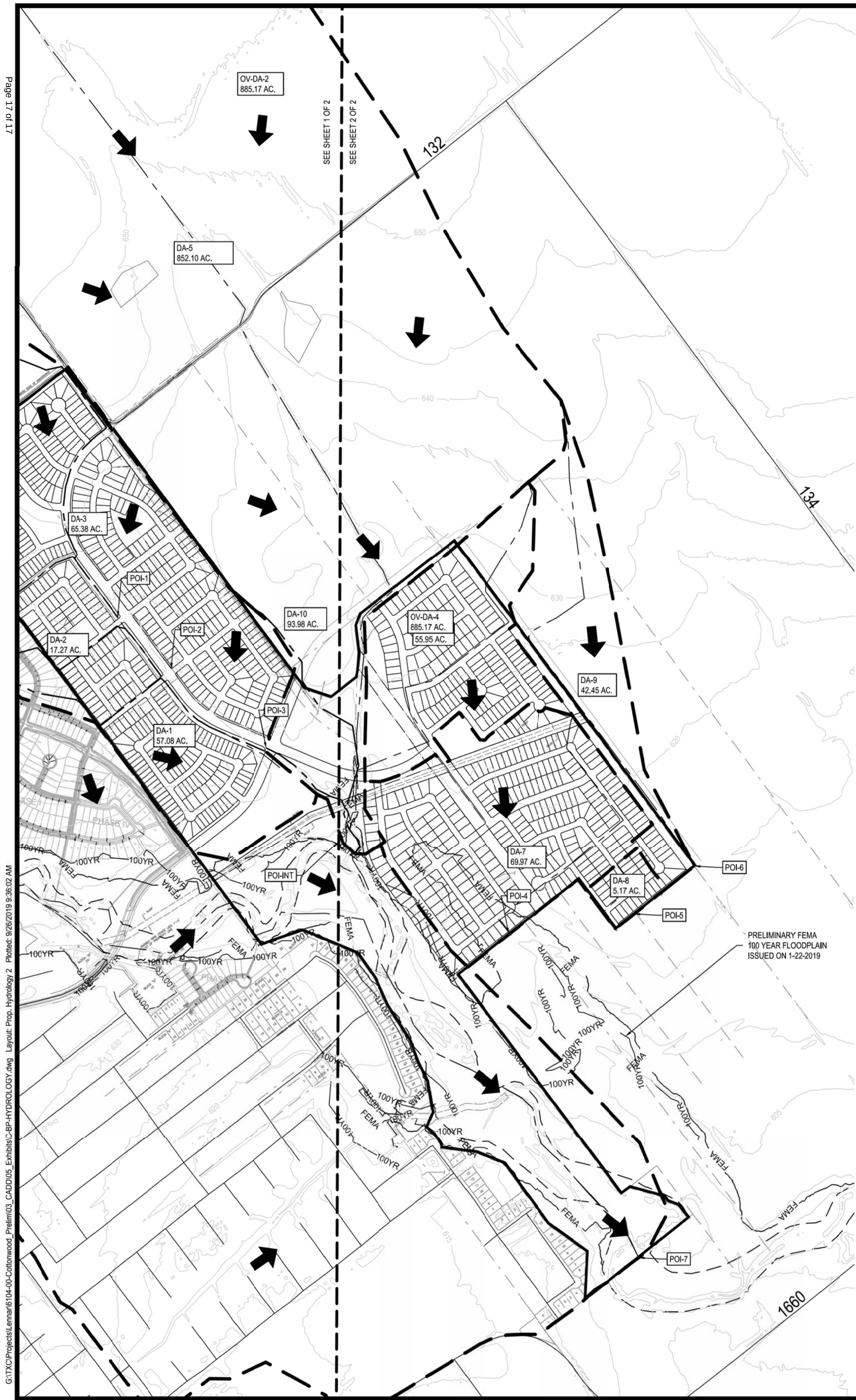


SHEET  
1 OF 2

Received 9/30/19







- LEGEND**
- PROPERTY BOUNDARY
  - - - DRAINAGE AREA BOUNDARY
  - - - TIME OF CONCENTRATION
  - - - CONTOURS (5' INTERVAL)
  - ➔ DIRECTION OF FLOW

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SUBMITTAL DATE: 05-22-2019



COTTONWOOD CREEK  
HUTTO, TEXAS  
PROPOSED DRAINAGE AREA MAP

**BGE**  
BGE, INC.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TEL: 512-599-0600 www.bgeingr.com

|              |     |
|--------------|-----|
| DESIGNED BY: | DAZ |
| REVIEWED BY: | TMH |
| DRAWN BY:    | DAZ |

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City Council  
**AGENDA ITEM**  
**10.F.**



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**To:** City Council

**Subject:** Consideration and possible action for a Resolution approving certain actions by the City Manager and certain actions by the Cottonwood Development Corporation.

**Meeting:** City Council – 21 Nov. 2019

**Department:** Economic Development

**Staff Contact:** Jessica Geray

**BACKGROUND INFORMATION:**

The Cottonwood Development Corporation was formed as a local government corporation on 06/24/19. The Board met and approved the Organizational Minutes and Bylaws on their July 21, 2019 meeting. This item ratifies the creation and actions of the Board.

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENTS:**

Resolution  
Certificate of Formation, Organizational Minutes, Bylaws

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Jose A. Esparza  
Deputy Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Cottonwood Development Corporation  
File Number: 803354761

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/24/2019

Effective: 06/24/2019



A handwritten signature of Jose A. Esparza, consisting of stylized initials and a surname.

Jose A. Esparza  
Deputy Secretary of State

Phone: (512) 463-5555  
Prepared by: Elizabeth "Annie" Denton

*Come visit us on the internet at <http://www.sos.state.tx.us/>*

Fax: (512) 463-5709  
TID: 10306

Dial: 7-1-1 for Relay Services  
Document: 897303100002

JUN 24 2019

**CERTIFICATE OF FORMATION  
OF THE  
COTTONWOOD DEVELOPMENT CORPORATION** Corporations Section

The undersigned natural persons, each of whom is at least eighteen (18) years of age or more, a majority of which are residents and qualified voters of the City of Hutto, Texas (the "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431"), and the Texas Nonprofit Corporation Law, Chapter 22, Business Organizations Code (the "TNCL"), do hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I  
ENTITY NAME**

The name of the filing entity being formed is the Cottonwood Development Corporation (the "Corporation").

**ARTICLE II  
TYPE OF ENTITY; DURATION**

The Corporation is being formed as a public non-profit corporation. It is a non-stock corporation. The duration is perpetual.

**ARTICLE III  
PURPOSE**

The Corporation is created pursuant to the provisions of Chapter 431, as it may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the City to accomplish any governmental purpose of the City and to engage in activities in the furtherance of the purposes of its creation. The Corporation shall, subject only to the limitations provided in Chapter 431, have all the rights, powers, privileges, authority, functions and duties of a corporation created under Chapter 431.

The Corporation is organized exclusively for the purpose of benefiting the City by use of the powers granted to the Corporation under Chapter 431, including, without limitation, by aiding, assisting and acting on behalf of the City to promote the common good and general welfare of the City. The Corporation may spend money, incur debt, finance, issue bonds, develop, assist and undertake promotions, programs and projects that are consistent with the purposes and duties provided in applicable law.

The Corporation is created as a local government corporation pursuant to Chapter 431 and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with Chapter 431 as amended from time to time, subject to the approval of the City.



**ARTICLE IV  
MEMBERSHIP**

The Corporation shall have no members.

**ARTICLE V  
REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the Corporation is 500 W. Live Oak Street, Hutto, Texas 78634, which is within the city limits of the City, and the name of its initial registered agent at such address is Odis Jones, Hutto City Manager.

**ARTICLE VI  
BOARD OF DIRECTORS**

The management of the affairs of the Corporation is be vested in a Board of Directors, which shall consist of three (3) persons, appointed by the governing body of the City. Each of such directors shall serve three-year terms and shall serve at the pleasure of the governing body of the City. The initial members of the Board of Directors are, and a majority of all future directors must be, residents of the City. The names and mailing addresses of the initial Board of Directors are:

Doug Gaul  
500 W. Live Oak Street  
Hutto, Texas 78634

Tom Hines  
500 W. Live Oak Street  
Hutto, Texas 78634

Patti Turner  
500 W. Live Oak Street  
Hutto, Texas 78634

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

**ARTICLE VII  
INCORPORATORS**

The names and addresses of the incorporators are:

Doug Gaul  
500 W. Live Oak Street  
Hutto, Texas 78634

Patti Turner  
500 W. Live Oak Street  
Hutto, Texas 78634

Tom Hines  
500 W. Live Oak Street  
Hutto, Texas 78634

All incorporators are residents of the City and are at least eighteen (18) years of age.

**ARTICLE VIII  
NONPROFIT NATURE OF CORPORATION**

No dividends shall ever be paid by the Corporation and no part of its net income or earnings shall inure to the benefit or be distributable to any Director, Officer or other private person, except for the retirement of indebtedness and for the purposes authorized by Chapter 431; provided that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth in this Certificate; and provided that, in the event the Board of Directors of the Corporation shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation issued to finance its public purposes, then, in that event, any net earnings of the Corporation thereafter accruing may be paid to the City. No substantial part of the activities of the Corporation shall consist of attempting to influence legislation nor shall the Corporation participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Nor shall the Corporation engage in any activities that are unlawful under applicable federal, state or local laws.

**ARTICLE IX  
NONDISCRIMINATION**

The Corporation shall not discriminate against any person because of race, creed, color, nationality, sex or place of origin.

**ARTICLE X  
APPROVAL BY CITY**

The formation of the Corporation is necessary as a part of the development of the Perfect Game Project for the benefit of the City of Hutto, Texas. The governing body of the City has, by resolution, specifically authorized the City Manager of the City of Hutto, Texas to negotiate and execute all issues relating to the Perfect Game Project..

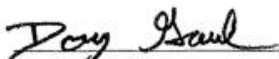
**ARTICLE XI  
DISSOLUTION**

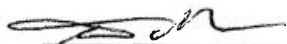
Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless as authorized by the City.

**ARTICLE XII  
AMENDMENT**

This Certificate for Formation may not be amended or changed unless approved by the governing body of the City.

DATED this 20<sup>th</sup> day of June, 2019.

By:   
Doug Gaul

By:   
Tom Hines

By:   
Patti Turner

**ORGANIZATION OF THE BOARD OF DIRECTORS OF  
COTTONWOOD DEVELOPMENT CORPORATION**

Pursuant to the authority contained in Article 9.10 of the Texas Non-Profit Corporation Act, the undersigned, constituting all of the directors of Cottonwood Development Corporation, a Texas corporation (herein called the "Corporation") as set forth in the Corporation's Certificate of Formation, do hereby adopt the following resolutions to organize the Board of Directors of the Corporation and direct the Secretary of the Corporation to place the same in the corporate records book of the Corporation:

1. Certificate of Formation.

RESOLVED, that the duplicate original of the Certificate of Formation as filed in the office of the Secretary of State of Texas and the Certificate of Formation be inserted in the corporate records book of the Corporation.

2. Corporate Records.

RESOLVED, that the Corporation shall maintain, as part of its corporate records, a book entitled "Corporate Records Book" which shall include, but which shall not be limited to, a record of its Certificate of Formation and amendments thereto, its bylaws and amendments thereto, minutes of all meetings of its members and directors with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of the Directors present at Directors' meetings, the members present or represented at Members' meetings and the proceedings thereof; and

RESOLVED FURTHER, that the Secretary of the Corporation is directed to procure such a corporate records book and such other books and records as may be required by the Corporation.

3. Bylaws.

RESOLVED, that the Bylaws dated as of July 21, 2019 having been presented to and considered by the undersigned are adopted as the Bylaws of the Corporation and the Secretary of the Corporation is further ordered to certify a copy of such Bylaws and insert them in the corporate records book of the Corporation; the Secretary is further ordered to certify a copy of such Bylaws and maintain them in the principal office of the Corporation for the transaction of its business or such other place as the Secretary shall direct, open for inspection by the shareholders at all reasonable times during office hours.

4. Seal.

RESOLVED, that the Corporation shall not have a corporate seal.



5. Principal Office.

RESOLVED, that the principal office of the Corporation shall be established and maintained at City Hall, 500 W. Live Oak Street, City of Hutto, Texas 78634.

6. Officers.

RESOLVED, that the officers of the Corporation are hereby authorized, directed and empowered to execute all documents and take all such action as they may deem necessary or advisable in order to carry out and perform the purposes of these resolutions.

7. Bank Account.

Bank Account for this Corporation shall be maintained by the City of Hutto.

8. Licenses and Permits.

RESOLVED, that the officers of the Corporation are authorized and directed to obtain in the name of the Corporation such licenses and permits as may be required for the conduct of the business of the Corporation by any federal, state, county or municipal governmental statute, ordinance or regulation, and to do all things necessary or convenient to qualify the Corporation to transact its business in compliance with the laws and regulations of any appropriate federal, state or municipal government.

9. Fiscal Year.

RESOLVED, that the fiscal year of the Corporation shall commence on October 1.

10. Ratification.

RESOLVED, all actions and undertakings of the directors and officers of the Corporation carried out prior to this Organization are hereby fully ratified and approved as the valid and authorized acts of the Corporation with the same force and effect as if such acts had been undertaken following the execution hereof.

11. Officers.

Doug Gaul is elected Chairperson and President of the Corporation.

Tom Hines is elected Vice Chairperson of the Corporation.

Patti Turner is elected Secretary/Treasurer of the Corporation.

12. Compliance with the Open Meetings and Open Records Acts.

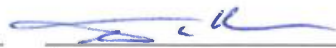
The Corporation shall comply with the Texas Open Meetings and Open Records Acts.

13. Adoption.

These resolutions were adopted by the Board of Directors of the Corporation at a public meeting at the Offices of the Corporation after first giving public notice of the time, date, place and subject of the meeting for a least seventy-two (72) hours as required by the Texas Open Meetings Act.

DATED as of July 21, 2019.

  
\_\_\_\_\_  
Doug Gaul, Director

  
\_\_\_\_\_  
Tom Hines, Director

  
\_\_\_\_\_  
Patti Turner, Director  
-martinez

## BYLAWS OF THE COTTONWOOD DEVELOPMENT CORPORATION

Effective July 21, 2019

### Article I: Powers and Purposes

**Section 1.1: Corporate Identity: Offices.** The name of the corporation is the Cottonwood Development Corporation (the "Corporation"). The principal office of the Corporation shall be at 500 W. Live Oak Street, Hutto, TX 78634. The Corporation may relocate such principal office and have such other offices as the Board of Directors shall determine.

**Section 1.2: Powers, Purposes and Authority.** The Corporation is a public non-profit corporation organized under the laws of the State of Texas for the purpose of aiding, assisting, and acting on behalf of the City of Hutto (the "City") in the performance of its governmental functions to promote the common good and general welfare of the City.

The Corporation is formed pursuant to the provisions of Subchapter D, Chapter 431, of the Texas Transportation Code ("Chapter 431") as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the City to accomplish any governmental purpose of the City and to engage in activities in the furtherance of the purposes for its creation, in the manner specified by Chapter 394 of the Texas Local Government Code, and in conformance with the Texas Nonprofit Corporation Law, Chapter 22 of the Texas Business Organizations Code (the "TNCL").

The Corporation shall have and exercise all rights, powers, privileges, authority, and functions of every kind and nature whatsoever, both expressed and implied, given by the general laws of the State of Texas to non-profit corporations incorporated under Chapter 431, including, without limitation, the TNCL.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

The Corporation is created as a local governmental corporation pursuant to Chapter 431 and shall be a governmental unit within the meaning of Subdivision (2), Chapter 101, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with Chapter 431 as amended from time to time.

**Section 1.3: Annual Corporate Budget.** At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications as shall be in such form as may be prescribed from time to time by the City Manager and/or Council. The budget shall not be effective until same has been approved by

the City Council. The Corporation's fiscal year shall start on October 1 and end on September 30th of the following year and may be changed by action of the Board and approval of the City Council.

**Section 1.4: Books and Records: Review of Financial Statements.** The Corporation shall keep correct and complete books and records of all accounts and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any director or his or her agent or attorney at a reasonable time; and at all times the City Manager and/or City Council of the City (the "City of Hutto") will have access to the books, records and financial statements of the Corporation. At the direction of the City Manager and/or Council, the books, records, accounts and financial statements may be maintained for the Corporation by the staff of the City. In such event, the Corporation shall pay to the City reasonable compensation for such services.

**Section 1.5: Powers in General.** The Corporation may exercise all powers granted under the Act consistent with its Certificate of Formation, these Bylaws and the Resolutions, Orders and Ordinances of the City Council.

## **Article II: Board of Directors**

**Section 2.1: Appointment, Powers, Number and Term of Office.** The Board of Directors shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Certificate of Formation and these Bylaws.

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the "Board"), appointed by the Hutto City Council and subject to the applicable limitations imposed by the Act, other applicable legislation and these Bylaws. The Board may, by contract, resolution or otherwise, give general or limited or special powers and authority to the Officers of the Corporation.

The Board may plan and direct its work through the Chairperson who will be charged with the responsibility of carrying out the Corporation's programs as adopted and planned by the Board.

The Board shall consist of three (3) persons who shall each be appointed by the City Council. The term of each directorship will be for three (3) years. All directors must be residents of the City. Those filling vacancies shall serve out the term of those seats.

Any Director, or all Directors, may be removed from office at any time by majority vote of the City Council, for cause or at will. Any vacancy occurring on the Board shall be filled by appointment by majority vote of the City Council.

**Section 2.2: Meetings of Directors in General.** The Board shall meet at least once each year and any member of the Board may request that an item be placed on the agenda by providing same in writing, to the Secretary no later than ten (10) days prior to the date of the Board meeting. The Board may hold its meetings at any place authorized by Chapter 431 and as the Board may from time to time determine; provided that. In the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation, at the City Council Chambers of the City or such other location determined by the Board. The Board shall conduct its meetings in accordance with the requirements of the TNCL and Chapter 431.



**Section 2.3: Regular Meetings.** Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board. Notice of regular meetings need not be given to each of the Directors, but public notice of each meeting shall be given in the manner prescribed by law.

**Section 2.4: Special Meetings.** Special meetings of the Board shall be held whenever called by the Chairperson, by the Secretary or by a majority of the Directors then in office, or upon advice of or by request of the City Council.

The Secretary or his/her designee shall give or cause public notice to be given of each special meeting. Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person at least two (2) hours before the meeting. Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law. Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every Director is present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon, except as otherwise provided by law.

**Section 2.5: Quorum.** A majority of the Directors fixed by these Bylaws shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law. Any member of the Board may request a record vote on any matter to come before the Directors and that record vote will become a part of the minutes.

**Section 2.6: Conduct of Business.** At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order from time to time as the Board may determine.

**Section 2.7: Compensation of Directors.** Compensation of Directors. Directors shall not receive any compensation for their services as Directors except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties.

**Section 2.8: Board Committees.** The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority as is delegated and approved by resolution of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by the full Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

**Section 2.9: Advisory Board.** The Board may appoint an advisory board or boards to assist the Board and perform such other duties as the Board may from time to time assign to the advisory board. An advisory board shall be made up of no more than seven (7) individuals. At the time the Board creates an advisory board, the Board shall adopt rules and regulations regarding membership of the advisory board. The advisory boards may make recommendations to the Board, but all final, official actions of the Corporation shall be exercised only by the Board.

**Section 2.10: Texas Open Meetings Act and Open Records Act.** Meetings of the Board, Board committees, and the advisory board are subject to the Texas Open Meetings Act, Texas Government Code Chapter 551, and the Corporation is subject to the Texas Open Records Act, Texas Government Code Chapter 552.

**Article III: Officers**

**Section 3.1: Titles and Terms of Office.** The Officers of the Corporation shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, and such person may hold more than one office, except the Chairperson shall not hold the office of Secretary. The Chairperson and each other Officer of the Corporation shall be appointed by a majority vote of the Directors then in office and shall hold office for a term of two (2) years or until his or her successor is elected or appointed.

All Officers shall be subject to removal from office with or without cause at any time by a majority vote of the Directors then in office.

A vacancy in any office shall be filled by appointment by a majority vote of the Directors then in office.

**Section 3.2: Chairperson** The Chairperson shall be the Chief Executive Officer of the Corporation, and, subject to the control of the Board of Directors, the Chairperson shall be in general charge of the properties and affairs of the Corporation. The Chairperson shall preside at all meetings of the Board of Directors in furtherance of the purposes of this Corporation; the Chairperson may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, notes and other instruments in the name of the Corporation.

The Chairperson shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The Chairperson shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.

**Section 3.3: Vice Chairperson.** The Vice Chairperson shall have such powers and duties as may be assigned by the Board of Directors and shall exercise the powers of the Chairperson during the Chairperson's absence or inability to act. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be with conclusive evidence of the absence or inability of the Chairperson to act at the time such action was taken.

**Section 3.4: Treasurer.** The Treasurer shall have custody of all the funds and securities of the Corporation that come in to his or her hands or shall and otherwise provide for custody. When necessary, or proper, the Treasurer may sign or endorse, on behalf of the Corporation for collection or payment checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board of Directors. Whenever required by the Board of Directors, the Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by the Treasurer for that purpose full and accurate amounts of all monies received and paid out on account of the

Corporation. The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board of Directors.

**Section 3.5: Secretary.** The Secretary shall keep or shall cause to be kept the minutes of all meetings of the Board of Directors, its committees and those of Executive Sessions in books provided for that purpose. The Secretary shall attend to giving and serving notices in furtherance of the corporate purposes. The Secretary may attest or sign with the Chairperson in the Corporation's name, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The Secretary shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board of Directors may direct, all of which shall during business hours be open to inspection at the office of the Corporation; and the Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.

In the absence of the Secretary, the Chairperson may appoint any other Board of Director to act as Secretary during such absence.

**Section 3.6: Chief Executive Officer.** The City Manager for the City of Hutto shall serve as the Chief Executive Officer for the Corporation and the Board. The Chief Executive Officer shall carry out all administrative duties as directed by the Board and shall be authorized to sign all agreements and documents approved by the Board.

**Section 3.7: Compensation.** Officers of the Board shall not receive any compensation for their services as Officers except that they may be reimbursed for their actual expenses incurred in the performance of their official duties.

#### **Article IV: Provisions Regarding Bylaws**

**Section 4.1: Effective Date.** These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of Directors; and
- (2) the approval of these Bylaws by the City Council.

**Section 4.2: Amendments to Bylaws.** These Bylaws may be amended at any time and from time to time by majority vote of the Directors then in office, but only with approval of the City Council.

**Section 4.3: Interpretation of Bylaws.** These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

**Article V: General Provisions**

**Section 5.1: Principal Office.** The current principal office of the Corporation is at shall be at 500 W. Live Oak Street, Hutto, TX 78634. The Corporation may relocate such principal office and have such other offices as the Board shall determine.

**Section 5.2: Seal.** The seal of the Corporation shall be as determined by the Board of Directors. The Board may determine the Corporation will have no seal.

**Section 5.3: Notice and Waiver of Notice.** Whenever any notice whatsoever is required to be given to the Board of Directors under the Act, the Certificate of Formation or these Bylaws, such notices shall be deemed to be sufficient if given by depositing it for mailing in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing.

Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be set forth in any notice to a Director of such meeting unless required by the Board of Directors.

Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

**Section 5.4: Resignations.** Any Director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chairperson or the Secretary. Absent a written notice of the resignation, the City Council of the City shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning Director shall serve until such time as her or her successor takes office.

**Section 5.5: Approval of the City Council.** To the extent these Bylaws refer to any approval or action to be taken by the City, such shall be evidenced by a certified copy of a Resolution, Ordinance, Order or Motion duly adopted by the City Council.

**Section 5.6: Organizational Control.** The City Council may, at its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act and any limitation on the impairment of contracts. The Corporation shall comply with all financial and administrative ordinances and policies of the City.



**Section 5.7: Dissolution of the Corporation.** Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless as authorized by the City Council.

**Section 5.8: Staff and organizational management.** Staffing of the Corporation shall be provided by the City of Hutto and the City Manager and Chairperson shall work together to ensure that the Chief Executive Officer of the Corporation and/or subsequent City departmental staff fully implement the policies of the Board of Directors. The Corporation shall utilize the staff and employees of the City for the provision of all support services required by the Corporation. The Corporation shall pay compensation to the City for such services. The performance of City staff of services for the Corporation shall not materially interfere with the other duties of such staff, provided that in the performance of services for the Corporation, such staff shall answer to the Corporation, under direction of the City Manager.

**Section 5.9: Indemnification.** The Corporation shall indemnify any current or former director, officer, or employee of the Corporation, or any person who may have served at the Corporation's request as a director, officer, or employee of another corporation or entity in which it owns shares of stock or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit, or proceeding, whether civil, criminal, arbitral, or investigative in nature, in which such person was, is, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time such costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code ("TBOC"). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TBOC.

**Section 5.10: Insurance.** The Corporation may at the discretion of the Board of Directors purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation, these Bylaws or otherwise, including without limitation directors and officers liability insurance.

These Bylaws were adopted at a duly called meeting of the Board of Directors of the Corporation held on July 21, 2019. These Bylaws shall become effective upon the date of their approval by resolution of the City Council of the City of Hutto, Texas.

By:

  
Patti Turner, Secretary  
Cottonwood Development Corporation

Adopted and approved this July 21, 2019.

**THE CITY OF HUTTO, TEXAS**

By:   
Doug Gaul, Mayor

**RESOLUTION NO. R-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HUTTO  
APPROVING CERTAIN ACTIONS BY THE CITY MANAGER AND  
CERTAIN ACTIONS BY THE COTTONWOOD DEVELOPMENT  
CORPORATION**

**WHEREAS**, the City of Hutto, Texas, a municipal corporation and a home-rule city in the State of Texas (the “City”) has received a recommendation from the City Attorney, outside bond counsel involved with the financing of the Perfect Game Project and the City Manager to create a separate local government corporation for certain purposes in connection with development of the Perfect Game Project; and

**WHEREAS**, the City Manager has directed the City Attorney to create a local government corporation under Chapter 431 of the Texas Transportation Code, as amended, the Cottonwood Development Corporation; and

**WHEREAS**, Cottonwood Development Corporation has been created as a local government corporation under the control of the City; and

**WHEREAS**, the directors of Cottonwood Development Corporation have conducted an organizational meeting and approved certain items regarding the organization of the local government corporation; and

**WHEREAS**, it is appropriate for the City Council to consider, ratify and confirm actions taken by the City Manager and the Directors of Cottonwood Development Corporation:

**NOW, THEREFORE, the City Council for the City of Hutto resolves as follows:**

1. The statements and findings contained in the preamble to this Resolution are found to be true and correct.
2. The authorization of the City Manager to authorize the creation of Cottonwood Development Corporation is affirmed.
3. The certificate of formation and the organizational minutes for Cottonwood Development Corporation attached to this Resolution as Exhibit A are approved and confirmed.
4. The bylaws of Cottonwood Development Corporation, previously approved by the Board of Directors of Cottonwood Development Corporation, are approved.
5. Cottonwood Development Corporation is authorized to conduct business on behalf of the City.

Dated effective this the    day of November, 2019.  
21<sup>st</sup>

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Doug Gaul, Mayor

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Lacie Hale, City Secretary



City Council  
**AGENDA ITEM**  
**10.G.**



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**To:** City Council

**Subject:** Consideration and possible action authorizing for a Resolution for an Interlocal Agreement with the Cottonwood Development Corporation and containing other matters related thereto.

**Meeting:** City Council –21 Nov. 2019

**Department:** Economic Development

**Staff Contact:** Jessica Geray

**BACKGROUND INFORMATION:**

This item is related to the Sports, Health, and Entertainment District, formerly called the Sports and Health District & Project Expansion.

The Interlocal is between the City and the LGC and ratifies the LGC's action to enter into an Interlocal Agreement, Loan Agreement, Bond Purchase Agreement, and Continuing Disclosure Agreement related to the Series 2019 third party financing for the Sports, Health, and Entertainment District.

The Arizona Industrial Development Authority is the bond issuer instead of the City who will remain in a non-recourse position.

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENTS:**

Resolution  
Interlocal Agreement  
Revenue Study

## RESOLUTION R-\_\_\_\_\_

### A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HUTTO, TEXAS, AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT WITH THE COTTONWOOD DEVELOPMENT CORPORATION AND CONTAINING OTHER MATTERS RELATED THERETO

#### RECITALS

**WHEREAS**, on November \_\_, 2019, the City Council of the City of Hutto, Texas (the “**City**”) passed and approved Resolution No. R-\_\_\_\_\_ authorizing the creation of the [Sports, Health, and Entertainment District] (the “**District**”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “**PID Act**”); and

**WHEREAS**, the City has formed the Cottonwood Development Corporation, a public nonprofit corporation created pursuant to Chapter 431, Texas Transportation Code, as amended (the “**Corporation**”); and

**WHEREAS**, the City and the Corporation desire to enter into that certain Interlocal Agreement dated November \_\_, 2019 (the “**Interlocal Agreement**”) for the purpose of developing the Development Project pursuant Chapter 372.023(a) of the PID Act; and

**WHEREAS**, the Arizona Industrial Development Authority (the “**Authority**”), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona (the “**State**”), incorporated with the approval of the Arizona Finance Authority (the “**Arizona Finance Authority**”), pursuant to the provisions of the Constitution and law of the State and Title 35, Chapter 5, Section 35-701 *et seq.*, Arizona Revised Statutes, as amended (the “**Act**”); and

**WHEREAS**, the Act provides that the Authority may make secured or unsecured loans for the purpose of financing and/or refinancing the acquisition, construction, improvement, equipping or operating of a project and to pledge the proceeds of loan agreements as security for the payment of the principal and interest of any bonds issued by the Authority, and any agreements made in connection with the loan; and

**WHEREAS**, the Authority has been requested to issue bonds in one or more series (the “**Bonds**”) to provide some or all of the financing provided to the Corporation by the Authority under the Loan Agreement; and

**WHEREAS**, the City, on its own behalf or through the Corporation, has determined not to issue bonds at this time and prefers that the Authority issue any Bonds associated with the Loan Agreement; and

**WHEREAS**, the Authority has agreed to issue bonds to fund the Loan Agreement on behalf of and as agent of the City and/or Corporation; and

**WHEREAS**, the City has approved and directed the Corporation to take all of the actions and enter such agreements as described herein and in the Interlocal Agreement.

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

**Section 1. Recitals Incorporated.** The findings, determinations and actions described in the recitals of this Resolution are true and correct, and are hereby incorporated and adopted as part of this Resolution for all purposes.

**Section 2. Authorization to Enter Interlocal Agreement.** The City hereby authorizes and approves the Interlocal Agreement with the Corporation, substantially in the form attached hereto as Exhibit A, the terms and provisions of which are hereby approved, and the Mayor and City Secretary and such other appropriate officers are hereby authorized to execute and deliver such Interlocal Agreement on behalf of the City.

**Section 3. Further Proceedings.** The City and all officers and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Resolution and the agreements and instruments authorized herein.

**Section 4. Notice.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject to the meeting of the City Council of the City at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof have been discussed, considered and formally acted upon. The City Council of the City further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and upon its adoption.

*[Signature Page Follows]*

PASSED AND ADOPTED this November \_\_, 2019.

**CITY OF HUTTO, TEXAS**

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Doug Gaul, Mayor

ATTEST:

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**Lacie Hale**, City Secretary



**EXHIBIT A**  
**INTERLOCAL AGREEMENT**

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (this “**Agreement**”), entered into this 21<sup>st</sup> day of November 2019 is made by and between the **CITY OF HUTTO, TEXAS**, a municipal corporation and a home-rule city in the State of Texas (the “**City**”) and the **COTTONWOOD DEVELOPMENT CORPORATION**, a public nonprofit corporation created by the City and organized under Chapter 431, Texas Transportation Code, as amended (the “**Corporation**”).

### RECITALS

**WHEREAS**, to promote economic development within its boundaries, the City of Hutto, Texas, a municipal corporation of the State of Texas and a home rule city (the “**City**”), has entered into a development agreement, dated as of September 20, 2019 (the “**Master Development Agreement**”) with Legacy Hutto, LLC, a Missouri limited liability company (the “**Master Developer**”) pursuant to which the parties have agreed to develop a mixed-use development consisting of various uses such as office, convention center, commercial, retail, residential, public athletic fields, recreational and entertainment uses, hotel and aquatic attractions and other complementary uses on approximately 250 acres of land (the “**Development Project**”). The approximately 250 acres on which the Development Project will ultimately be situated is hereinafter referred to as the “**Development Area**”;

**WHEREAS**, to further promote economic development in the Development Area, the City has entered into a multi-party development agreement dated as of October 1, 2019 (the “**Multi-Party Development Agreement**”), by and among the City, the Master Developer, Perfect Game Incorporated, an Iowa corporation, and Sports Facilities Development, LLC, a Florida limited liability company, pursuant to which the parties have agreed to develop, operate and maintain certain aspects of the Development Project;

**WHEREAS**, the City has agreed to create and has commenced the process to create the public improvement district (“**PID**”) under Chapter 372 of the Texas Local Government Code (the “**District**”), to impose PID special assessments (the “**Assessments**” as further defined herein) within the District and to create the Reinvestment Zone Number Two, City of Hutto, Texas, a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code (the “**Reinvestment Zone**”), to facilitate the development of the Development Project, and to make grant payments to the Corporation from PID special assessments generated within the District, incremental property tax revenue generated within the Reinvestment Zone, and incremental hotel occupancy and sales taxes generated within the Development Area pursuant to the Interlocal Agreement (collectively, the “**Pledged Revenues**”);

**WHEREAS**, the Arizona Industrial Development Authority (the “**Authority**”), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona, incorporated with the approval of the Arizona Finance Authority (the “**Arizona Finance Authority**”), pursuant to the provisions of the Constitution and law of the State of Arizona and Title 35, Chapter 5, Section 35-701 *et seq.*, Arizona Revised Statutes, as amended (the “**Act**”);

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**WHEREAS**, the Act provides that the Authority may make secured or unsecured loans for the purpose of financing or refinancing the acquisition, construction, improvement, equipping or operating of a project and to pledge the proceeds of loan agreements as security for the payment of the principal and interest of any bonds issued by the Authority, and any agreements made in connection with the loan.;

**WHEREAS**, the Corporation has applied to the Authority to issue bonds on the Corporation's behalf and to make a loan to the Corporation to finance certain of the costs of the acquisition of approximately 255 acres of land (the "**Land**"), pre-development costs associated with the Development and other costs required in connection therewith, and the Authority has accepted such application;

**WHEREAS**, in order to provide a portion of the funds to so finance such costs, the Corporation has requested that the Authority issue revenue bonds under the Act in the form of its Arizona Industrial Development Authority Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the "**Bonds**"), in an aggregate principal amount of not to exceed \$60,000,000, the proceeds of which will be used to: (1) finance a loan to the Corporation which will use the funds for the acquisition of the Land, to pay for certain public improvements and certain pre-development costs for the Development Project; (2) fund capitalized interest for the Bonds, (3) fund the surplus fund and (4) pay the costs of issuance of the Bonds

**WHEREAS**, the Authority will loan the proceeds of the Bonds to the Corporation pursuant to a loan agreement, dated as of November 21, 2019 (the "**Loan Agreement**"), pursuant to which, among other things, the Corporation has agreed to secure its obligations under the Loan Agreement by executing the Deed of Trust, which will be a first lien on the Land, and pledging its right to receive the Pledged Revenues. Pursuant to the Loan Agreement, the Corporation will execute a note (the "**Note**") and will make payments from Pledged Revenues to the Trustee, as assignee of the Authority, in amounts sufficient to pay the principal of and interest on the Bonds (the "**Note Payments**"). To secure its obligations under the Loan Agreement and the Note, the Corporation will pledge, and grant a security interest in, the Pledged Revenues and deliver the Deed of Trust to the Trustee;

**WHEREAS**, the City agrees to transfer all Pledged Revenues in the form of Grant Payments to the Corporation;

**WHEREAS**, the Corporation agrees to accept all such Grant Payments and deposit all Pledged Revenues into a separate account with sub-accounts being created for each unique revenue stream.;

**WHEREAS**, the City agrees to deposit seventy-five percent (75%) of the City incremental ad valorem taxes on property located within the Reinvestment Zone boundary into a separate account (the "**Tax Increment**");

**WHEREAS**, the City has begun the process to create the Reinvestment Zone within the requirements of the Zone Act. The Tax Increment that will be collected from the

TIRZ(Reinvestment Zone) each year by the City and it shall be deposited into the Tax Increment Fund.

**WHEREAS**, in 1968, the City of Hutto, Texas adopted a one percent (1%) general sales and use tax pursuant to Chapter 311 of the Texas Tax Code, as amended (the “**City General Sales Tax**”);

**WHEREAS**, the City has agreed that seventy-five percent (75%) of the City General Sales Tax received on the sales of goods or services as permitted by Texas law within the boundary of the Reinvestment Zone that is not subject to the Emergency Services District (the “**ESD District**”) shall be paid to the Corporation in accordance with this Agreement;

**WHEREAS**, on July 20, 2017, the City passed and approved Ordinance No. 0-17-07-20-9C (the “**EDC Ordinance**”), creating the Hutto Economic Development Corporation, Type B (the “**EDC**”) pursuant to the Development Corporation Act of 1979 and governed by Section 4B of Chapters 501, 502 and 505 of the Texas Government code, as amended (“**EDC Act**”) and its Articles of Incorporation dated August 7, 2017, as amended;

**WHEREAS**, on November 16, 2017, pursuant to an election held on November 7, 2017, the City adopted Resolution No. R-17-11-16-11C canvassing the returns and declaring the results of such election approving the imposition of a replacement one-half of one percent (0.5%) sales and use tax (“**EDC Tax**”) for the benefit of the EDC to be used for economic development to benefit the City;

**WHEREAS**, pursuant to the Sales Tax Proceeds Contribution Agreement between the City and the EDC dated November 4, 2019 and approved by the City pursuant to Ordinance No. 0-19\_\_\_\_\_ and the EDC pursuant to Resolution No. 19-11-04-5P, the EDC has agreed to dedicate a portion of the proceeds of the EDC Tax to the Development Project;

**WHEREAS**, the City and EDC have agreed that seventy-five percent (75%) of the one-half percent (0.50%) EDC Tax revenues received on taxable sales of goods/or services as permitted by Texas law within the boundary of the Reinvestment Zone shall be paid to the Corporation in accordance with this Agreement;

**WHEREAS**, the City has agreed to pay to the Corporation, in accordance with this Agreement, from its share of the ESD District’s two percent (2.0%) sales tax an amount equal to the revenue collected from one and one-eighth percent (1.125%) sales and use tax received on the sales of goods or services as permitted by Texas law within the boundary of the Reinvestment Zone that is subject to the ESD in accordance with this Agreement;

**WHEREAS** the city has begun the process to create the Public Improvement District within the requirements of the PID Act. The PID Assessment will be collected each year by the City and shall be deposited into the Tax Increment Fund.

**WHEREAS**, Assessments will be reflected in a Service and Assessment Plan as approved by the City Council, as amended and updated annually as provided in the PID Act;



**WHEREAS**, the Service and Assessment Plan and the Assessment Ordinance will provide for the terms and amounts of the Assessments. The City shall transfer all of the Assessments, plus interest and any penalties, received to the Corporation in accordance with this Agreement;

**WHEREAS**, the City and the Corporation are entering into this Agreement (1) to administer certain matters related to the payment of the Pledged Revenues the City to the Corporation; (2) authorize the Corporation to acquire the Land; (3) authorize the Corporation to pay the cost of certain improvements related to the Development Project; and (4) authorize the Corporation to pay certain pre-development costs for the Development Project and (5) authorize the Corporation to take all actions necessary to effectuate the issuance of the Bonds.

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

#### **ARTICLE I** **DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

**“Administrative Expenses”** shall mean the administrative costs and expenses of the City in connection with the performance of its obligations under this Agreement, the Master Development Agreement and any other related agreement to be paid out of the Administrative Fee.

**“Administrative Fee”** shall mean one percent (1.0%) of the City Sales Tax Increment and the City Property Tax Increment.

**“Administrator”** shall mean any entity that the City contracts with to administer the Service and Assessment Plan.

**“Agreement”** means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

**“Assessment Fund”** shall mean the fund to which all Assessments shall be transferred annually pursuant to the PID Act. .

“**Assessments**” shall mean the assessments levied against properties in the District, as provided for in an Assessment Ordinance and Service and Assessment Plan that will be adopted, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“**Assessed Parcels**” shall mean the tax parcels as such tax parcels are amended from time to time, as contained within the boundaries of the District.

“**Authority**” shall have the meaning given in the recitals to this Agreement.

“**Bonds**” shall mean the Authority’s Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project).

“**Continuing Disclosure Agreement**” shall mean the Continuing Disclosure Agreement of the Corporation, the Master Developer, and the Bond trustee, as Dissemination Agent dated as of November 21, 2019, relating to the Bonds.

“**Corporation**” shall have the meaning given in the recitals to this Agreement.

“**County**” shall mean Williamson County, Texas.

“**Debt**” shall mean any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City or the Corporation related exclusively to the Project.

“**District**” shall have the meaning given in the recitals to this Agreement.

“**EDC**” shall mean the Hutto Economic Development Corporation.

“**EDC Act**” shall mean Section 4B of Chapters 501, 502 and 505 of the Texas Government Code, as amended.

“**EDC Ordinance**” shall mean Ordinance No. 0-17-07-20-9C passed and approved by the City Council on July 20, 2017.

“**EDC Revenues**” shall mean seventy -five percent of the unrestricted EDC Tax revenues received on sales within the boundary of the Reinvestment Zone.

“**ESD Agreement**” shall mean the existing agreement between the City and the ESD District and the anticipated revised agreement approved by Resolution No. \_\_\_\_\_ passed and approved by City Council on \_\_\_\_\_.

“**Grant Payment**” shall mean the Grant payments from the City to the Corporation as described in Section 5.1.

“**Grant Payment Schedule**” shall mean payments by the city to the Corporation of any Pledged Revenues the City has actually received on a monthly basis.

**“Loan Agreement”** shall have the meaning given in the recitals to this Agreement.

**“PID Act”** shall have the meaning given in the recitals to this Agreement.

**“Development Project”** shall have the meaning given in the recitals to this Agreement.

**“Public Property”** shall mean property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Williamson County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

**“Tax Increment”** shall mean the amount of City ad valorem tax increment that will be collected from the Reinvestment Zone.

**“Trust Agreement”** shall mean the Trust Agreement, dated as of December \_\_, 2019 by and between the Authority and UMB Bank, N.A., as trustee, relating to the issuance of the Bonds.

**“Trustee”** shall mean UMB Bank, N.A., in its role as Trustee for the Bonds, and its successors and assigns.

**“Zone”** shall have the meaning given in the recitals to this Agreement.

**“Zone Act”** shall have the meaning given in the recitals to this Agreement.

**“Zone Ordinance”** shall mean Ordinance. \_ that will be passed and approved by the City Council creating Reinvestment Zone Number Two, City of Hutto, Texas.

**“Zone Revenues”** shall mean the amount equal to the amounts deposited into the Tax Increment Fund dedicated to the Grant Payments.

All references in this instrument to designated **“Articles,” “Sections”** and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

**ARTICLE II**  
**INCORPORATION OF RECITALS**

The RECITALS set forth in the Preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Article.

**ARTICLE III**  
**SCOPE OF AGREEMENT**

This Agreement establishes provisions for the Corporation to act on behalf of the City in the financing of the Development Project pursuant to the Loan Agreement. This Agreement shall not be amended or terminated prior to the time that the Bonds are no longer outstanding under the Indenture.

**ARTICLE IV**  
**POWERS AND DUTIES OF THE CORPORATION**

Section 4.1    Loan Agreement. The City authorizes the Corporation to enter into the Loan Agreement. The Corporation will request, and the City agrees that it shall assist, the Corporation in complying with any applicable requirements of the Corporation set forth in the Loan Agreement.

Section 4.2    Power to Incur Other Obligations. Subject to the provisions of this Agreement, the Corporation shall have the power from time to time to incur other Obligations and enter into contracts with consultants upon such terms and conditions as the Corporation shall determine to be necessary or desirable, subject to the approval of the City

**ARTICLE V**  
**REVENUES**

Section 5.1    Pledge of Grant Payment. The City covenants that the Pledged Revenues generated within the Reinvestment Zone will be transferred to the Corporation pursuant to the Schedule of Grant Payments as provided in Exhibit A. The City shall transfer the following Grant Payments to the Corporation for a term of years coterminous with the term of the Bonds:

- (a)    Pledged Revenues:
  - (1)    Within the Reinvestment Zone, 75% of the City's incremental ad valorem tax revenue;
  - (2)    Within the Reinvestment Zone and within land not subject to an agreement with the Emergency Services District (the "**ESD Agreement**"), 75% of the 1.00% City General Sales tax and 75% of the 0.50% EDC Tax (remaining after payment of debt service on a series of bonds to which the economic development sales tax is pledged) for a total pledge of 1.125% of the incremental sales tax generated within the Reinvestment Zone.



(3) Within the Reinvestment Zone and within land subject to the ESD Agreement, no less than 1.125% of the incremental ESD Sales Tax. The City currently receives 1.20% of the ESD Sales Tax however the ESD Agreement is anticipated to be revised within the Reinvestment Zone. The goal of a revised ESD Agreement within the Reinvestment Zone shall be as follows:

- (i) 25% to ESD (or 0.50% of the 2.00%)
- (ii) 75% to City (or 1.50% of the 2.00%)
  - (1) 75% to the Project (or 1.125% of the 1.50%)
  - (2) 25% to the City General Fund (or 0.375% of the 1.50%)

(4) Within the Reinvestment Zone, 100% of the City's Hotel Occupancy Tax revenues; and

(5) Within the Reinvestment Zone, 100% of the Assessment revenues in the Assessment Fund.

Section 5.2 The Corporation shall use the Grant Payments in accordance with its requirements under the Loan Agreement.

#### Other Matters

(a) The Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval.

(b) Assessments on any portion of the Assessed Parcels will bear a direct proportional relationship to and be less than or equal to the special benefit of the Public Improvements within the District.

(c) Assessments on any portion of the Assessed Parcels may be increased so long as the Assessments are determined in accordance with the Service and Assessment Plan approved by the City in compliance with applicable laws, including applicable public hearing requirements.

(d) The City, through its City Manager, may request any additions to the Project or any component thereof whenever the City deems such changes to be necessary and appropriate; provided, however, that no such change shall (a) impair the ability of the City to make the Grant Payments, (b) increase or reduce the amount of the Grant Payments, (c) cause to be included in the Development Project any property not constituting property useful in the performance of the City's powers, projects and purposes, (d) cause the Public Improvements or any such component thereof to have an estimated useful life materially shorter than the estimated useful life of the Public Improvements or such component prior to such change, or (e) include any property or improvement not authorized by the PID Act. Any such change shall be implemented by City's

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ACTIVE 47017114v18

filing with the Corporation and the Authority a description of such change and the adoption of an updated Service and Assessment Plan.

Collection of Assessments.

(a) The City, as authorized by the PID Act and other applicable law, shall continuously collect or cause to be collected Assessments levied pursuant to the Service and Assessment Plan during the terms of this Agreement and the Loan Agreement in the manner and to the extent permitted or required by the PID Act and any applicable law. The City will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Assessed Parcels until the Assessments related to that particular portion of the Assessed Parcels are no longer outstanding, other than as provided in Section 5.6 and Section 6.6 hereto, whether as a result of payment in full, defeasance, or otherwise. The City shall collect the Assessments consistent with the requirements of the PID Act and the City's policies and standard practices applicable to the collection of City taxes and assessments, as required by law. All Administrative Expenses incurred by the City shall be paid from the Administrative Fee.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, the Assessment revenues collected will be deposited in the Assessment Fund and used thereafter to pay a portion of the Grant Payments.

(c) Further notwithstanding anything to the contrary contained herein, the City agrees to use best efforts to contract with Williamson County Tax Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Parcels and will be collected as part of and in the same manner as ad valorem taxes. All Administrative Expenses incurred by the County shall be paid from the Grant Payments of the Assessments.

Section 5.4 Approval and Recordation of Assessments through Landowner Agreement. Concurrent with the levy of Assessments on the Assessed Parcels, the owners of the Assessed Parcels ("Owners") are expected to execute one or more Landowner Agreement(s) (herein so called) in which the Owners approved and accepted the apportionment of Assessments in the Service and Assessment Plan and the levy of the Assessments by the City. The Landowner Agreement further (a) evidences that the Assessments are covenants running with the land that will bind any and all current and successor owners of the applicable Assessed Parcels to the Assessments, including applicable penalties and interest thereon, as and when due and payable thereunder, (b) provides that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (c) provides that the lien created by the levy of the Assessments is a first and prior lien on the Assessed Parcels, subject only to liens for ad valorem taxes of the City, County, school district, special district or other political subdivision, or a lien of the Department of Treasury of the United States of America.

Section 5.5 Summary of City Responsibilities Regarding the Assessments. The City's responsibility under this Agreement shall be limited as follows:

- (a) Contract with the Williamson County Appraisal District or other third party to collect the Assessments;
- (b) Establish the assessment account provided in the Service and Assessment Plan (referred to herein as the Assessment Fund) to receive the funds collected from Assessments;
- (c) Collect and pay Administrative Expenses as provided herein;
- (d) Direct the Administrator to take all reasonable efforts to collect Assessments including foreclosure of any lien securing delinquent Assessment as provided in Section 7.01;
- (e) Deposit Assessment revenues received, including funds received from foreclosure sales and prepayment of Assessments, into the Assessment Fund; and
- (f) Transfer funds out of the Assessment Fund to the Corporation as provided in this Agreement.

## **ARTICLE VI**

### **PURCHASE AND TRANSFER OF THE LAND**

Section 6.1 Purchase and Transfer of the Land. The City authorizes the Corporation to finance and/or refinance all of the costs of the acquisition of the land comprising the Reinvestment Zone. The City agrees to transfer all right, title and interest in certain parcels of land in the Reinvestment Zone that it currently owns to the Corporation subject to the City complying with the applicable statutory requirements. The acquisition and financing of the land shall not need any further approvals by the City.

#### Section 6.2 Grant Payments.

(a) The City shall make the Grant Payments to the Corporation, as provided in Section 5.1 and described herein.

(b) The Grant Payments shall be due and payable to the Corporation as provided in Exhibit A. The Grant Payments shall be special obligations of the City, payable, as provided herein, solely from Pledged Revenues

(c) Each Grant Payment shall be paid in lawful money of the United States of America, in immediately available funds. (d) Unless otherwise so requested by the Corporation, the Corporation hereby directs the City to deposit each Grant Payment and the City agrees to deposit each Grant Payment and any other payment under this agreement in the Assessment Fund with UMB Bank, N.A. [in account no. \_\_\_\_\_] as Trustee with respect to the Bonds, to be applied in accordance with the requirements of the Trust Agreement. Obligation Absolute.

(a) Neither the faith and credit nor the taxing power of the City, the Corporation, the State of Texas nor any political subdivision or agency thereof is pledged to the payment of the Grant Payments or other payments required to be made by the City pursuant hereto.

(b) The obligation of the City to make the Grant Payments and other payments required to be made by it pursuant hereto, solely from the sources and in the manner provided herein, is absolute and unconditional during the term of this Agreement, and until such time as the Grant Payments and such other payments shall have been paid in full, the City shall not discontinue or suspend any Grant Payment or other payment required to be made by it pursuant hereto when due, or dissolve the Corporation.

(c) The City will not pledge, bargain, sell, convey, place or allow any lien to be placed on any revenue generated in the Development Area and granted by the City to the Corporation

Section 6.3 Pledge. Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the payment of the Bonds in accordance with the provisions of this Agreement and the PID Act, the City hereby pledges to the Corporation, and grants thereto a lien on and a security interest in, all of the Assessment revenues. Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the City, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, this Agreement, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

Section 6.4 Assessment Fund.

(a) The City shall establish the Assessment Fund. The Assessment Fund shall be maintained, administered and controlled (including signatory authority) by the City and shall not be commingled with any other funds of the City except as provided herein. The funds in the Assessment Fund shall be dedicated solely to the payment of Grant Payments.

(b) On or before each Grant Payment Date, the City shall withdraw from the Assessment Fund the balance therein and shall pay such amount to the Corporation.

Section 6.5 Mandatory Prepayment from Assessments Prepayments.

(a) The Assessment Payments shall be subject to mandatory prepayment from any prepaid Assessment to be applied to such prepayment, in whole or in part, within 30 days of the receipt of such prepaid Assessment by the City, at a prepayment price equal to 100% of the principal component of the Grant Payments to be prepaid, plus the accrued but unpaid interest component of such Grant Payments to be prepaid to the date of such prepayment.



(b) If less than all the Assessment Payments are prepaid pursuant to this Section, the Grant Payments shall be prepaid on a pro rata basis based on the principal components thereof, to the extent practicable.

(c) The City shall give the Corporation and the Trustee written notice of the receipt by the City of prepaid Assessments within ten business days of such receipt and shall specify in such written notice the date on which the Grant Payments to be prepaid from such prepaid Assessment will be so prepaid, which date, as provided in subsection (a) of this Section, shall be within 30 days of such receipt.

## **ARTICLE VII** **REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Section 7.1 Representations and Warranties of the City. The City makes the following covenants, representations and warranties for the benefit of the Corporation:

(a) The City is a municipal corporation and political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State of Texas, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt the Assessment Ordinance once all steps in the PID process have been completed, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City shall approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Ordinance.

(c) The City shall comply with all requirements of the PID Act so as to assure the timely collection of Assessments.

(d) The City shall determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the City are delinquent in the payment of Assessment and, if such delinquencies exist, City shall order and cause to be commenced no later than 45 days after the determination of such delinquency, and thereafter diligently cause to be prosecuted pursuant to any then-existing contract with the County Tax Assessor/Collector or, if no contract, pursuant to Texas law, for the enforcement of the City's assessment liens, an action in court to foreclose the lien of any Assessment not paid when due.

(e) The City shall not issue or incur any Debt payable from the Assessments.

(f) The City shall approve all documents and orders required to effectuate the creation and operation of the Tax Increment Investment Zone.

(g) The City shall comply with all requirements of the Texas Tax Code, as amended, that are necessary to collect the City's local Sales Tax and Hotel Occupancy Tax within the Development Area

All representations, covenants and warranties of the City under this Agreement survive the issuance of the Bonds.

Section 7.2 Covenants and Representations of Corporation. The Corporation makes the following representations and covenants for the benefit of the City:

(a) The Corporation represents that the Corporation is a public nonprofit corporation created by the City and organized under Chapter 431, Texas Transportation Code, as amended, has the ability to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Corporation represents that the Corporation has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Corporation.

(c) The Corporation represents that this Agreement is a valid and enforceable obligation of the Corporation and is enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Corporation covenants that it will not commit or knowingly permit any act in, upon or to the Assessed Parcels or the Development Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority now or hereafter affecting the Assessed Parcels or the Project.

(e) The Corporation and Master Developer shall enter into and comply with the Continuing Disclosure Agreement as set forth hereto as "Exhibit A".

## **ARTICLE VIII** **DEFAULT AND REMEDIES**

Section 8.1 Event of Default. The occurrence, from time to time, of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) A failure by City to pay any Grant Payment when and as the same shall become due and payable.

(b) Either of the City or the Corporation (a "**Party**") shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

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Section 8.2    No Acceleration.

The Grant Payments shall not be subject to acceleration hereunder.

Section 8.3    Corporation Remedies.

If an Event of Default shall have occurred and be continuing, Corporation or any Transferee, shall have the right:

(a)    by mandamus, suit, action or proceeding, to compel the City and its officers, agents or employees to perform each and every term, provision and covenant contained in this Agreement, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it by this Agreement;

(b)    by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the rights of the Corporation or any Transferee; or

(c)    by suit, action or proceeding in any court of competent jurisdiction in Williamson County, Texas, to require the City and its officers and employees to account as if it and they were the trustees of an express trust.

Section 8.4    City Remedies. If an Event of Default shall have occurred and be continuing, the City shall have the right to bring a suit, action or proceeding in any court of competent jurisdiction to require the Corporation to perform its obligations under this Agreement.

Section 8.5    Remedies Not Exclusive. No remedy herein conferred upon or reserved to City or the Corporation is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 8.6    Termination of Proceedings. In case any proceedings taken by Corporation or any Transferee on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to Corporation, then in every such case City and Corporation, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of City and Corporation shall continue as though no such proceedings had been taken.

Section 8.7    No Waiver of Default. No delay or omission of the City or the Corporation to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, and every power and remedy given by this Agreement to the City or the Corporation may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IX**  
**GENERAL PROVISIONS**

Section 9.1    Notices.    Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

|                        |                                                                                                                                                                                                |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the City:        | City of Hutto, Texas<br>Attention: Odis Jones, City Manager<br>401 W. Front St.<br>Hutto, Texas 78634<br>E-mail: <a href="mailto:odis.jones@huttotx.gov">odis.jones@huttotx.gov</a>            |
| If to the Corporation: | Cottonwood Development Corporation<br>Attention: Chair<br>401 W. Front St.<br>Hutto, Texas 78634<br>E-mail: <a href="mailto:odis.jones@huttotx.gov">odis.jones@huttotx.gov</a>                 |
| With a copy to:        | McGinnis Lochridge, LLP<br>Attention: William H. Bingham<br>600 Congress, Suite 2100<br>Austin, Texas 78701<br>E-Mail: <a href="mailto:bbingham@mcginnislaw.com">bbingham@mcginnislaw.com</a>  |
| With a copy to:        | Greenberg Traurig, LLP<br>Attention: Karen Kennard<br>300 West 6 <sup>th</sup> Street, Suite 2050<br>Austin, Texas 78701<br>E-Mail: <a href="mailto:kennardk@gtlaw.com">kennardk@gtlaw.com</a> |
| If to the Trustee:     | UMB Bank, N.A.<br>Attention: Jose Gaytan<br>6034 W. Courtyard Drive<br>Austin, Texas 78730<br>E-Mail: <a href="mailto:Jose.Gaytan@umb.com">Jose.Gaytan@umb.com</a>                             |
| With a copy to:        | Bracewell LLP<br>Attention: Carey Troell                                                                                                                                                       |

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300 Convent Street  
Suite 2700  
San Antonio, Texas  
78205-3723  
E-Mail: [carey.troell@bracewell.com](mailto:carey.troell@bracewell.com)

Section 9.2 Administration of District. Pursuant to a separate agreement, the Corporation may contract with a third party to serve as the Administrator and to administer the District after the date hereof. The Administrative Expenses shall be collected as part of and in the same manner as the Grant Payments and the Assessments in the amounts set forth in the Service and Assessment Plan.

Section 9.3 Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to the Corporation, its Transferees, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.
- (g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."
- (i) Unless the context otherwise requires, a reference to the "Assessed Parcels," the "Public Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

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(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such Party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting Party shall not apply in the interpretation of this Agreement.

Section 9.4 Titles and Headings. The titles of the Articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.5 Amendments. This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties. Approval of amendments on behalf of the City have been delegated to and may be made by the City Manager.

Section 9.6 Time. 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 9.7 Counterparts. 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 9.8 Entire Agreement. This Agreement contains the entire agreement of the Parties.

Section 9.9 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, 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 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 9.10 Third Party Beneficiary. Any Transferee of the Corporation is a third-party beneficiary of this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if such Transferee was a party hereto.

Section 9.11 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A Grant Payment Schedule

[EXECUTION PAGES FOLLOW]

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IN TESTIMONY OF WHICH this Agreement has been executed on behalf of the Corporation and the City.

**CITY OF HUTTO, TEXAS**

---

City Manager

ATTEST/SEAL:

---

City Secretary



**COTTONWOOD DEVELOPMENT  
CORPORATION**

---

Chair, Board of Directors

ATTEST:

---

Secretary, Board of Directors

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**EXHIBIT B**  
**LOAN AGREEMENT**

Pursuant to the Trust Agreement, dated as of December \_\_, 2019, the rights of the Arizona Industrial Development Authority under this Loan Agreement, other than the Unassigned Rights of the Authority (as defined herein), have been assigned to UMB Bank, N.A., as trustee under said Trust Agreement.

---

**LOAN AGREEMENT**

**by and between**

**ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY**

**and**

**COTTONWOOD DEVELOPMENT CORPORATION,**

**Dated as of December \_\_, 2019**

**Relating to:  
Arizona Industrial Development Authority  
Taxable Revenue Bonds,  
Series 2019  
(Hutto Perfect Game Development Project)**

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**LOAN AGREEMENT**  
(Hutto Perfect Game Development Project)

This **LOAN AGREEMENT** (the “Loan Agreement” or “Agreement”), dated as of December \_\_, 2019, is between the **ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY**, a nonprofit corporation designated a political subdivision of the State of Arizona, incorporated with the approval of the Arizona Finance Authority, pursuant to the provisions of the Constitution and the laws of the State of Arizona, including the Industrial Development Financing Act, Title 35, Chapter 5, Section 35-701 et seq., as amended, together with its successors and assigns (herein called the “Authority”), and **COTTONWOOD DEVELOPMENT CORPORATION**, a public nonprofit corporation created by and acting on behalf of the City of Hutto, Texas (the “Corporation”) pursuant to Chapter 431, Texas Transportation Code, as amended.

**BACKGROUND**

In order to promote economic development within its boundaries, the City of Hutto, Texas, a municipal corporation of the State of Texas and a home rule city (the “City”), has entered into a development agreement, dated as of September 20, 2019 (the “Master Development Agreement”) with Legacy Hutto, LLC, a Missouri limited liability company (the “Master Developer”) pursuant to which the parties have agreed to develop a mixed-use development consisting of various uses such as office, convention center, commercial, retail, residential, public athletic fields, recreational and entertainment uses, hotel and wave pools and other complementary uses on approximately 250 acres of land (the “Development Project”). The approximately 250 acres on which the Development Project will ultimately situated is hereinafter referred to as the “Development Area”.

A majority of the Development Project is expected to be built on a portion of approximately 255 acres of land either owned or to be acquired by the Corporation (the “Land”) and certain other adjacent land necessary for the Development Project that the Corporation anticipates acquiring, all of which is expected to be located within the City or to be annexed into the City.

To further promote economic development in the Development Area, the City has entered into a multi-party development agreement dated as of October 1, 2019 (the “Multi-Party Development Agreement”), by and among the City, the Master Developer, Perfect Game Incorporated, an Iowa corporation, and Sports Facilities Development, LLC, a Florida limited liability company, pursuant to which the parties have agreed to develop, operate and maintain certain aspects the Development Project.

To assist the City with the development of the Development Project, the City and the Corporation have entered into an Interlocal Agreement to be dated as of November \_\_, 2019 (the “Interlocal Agreement”), to authorize the Corporation to enter into this Agreement to finance (i) the costs of acquiring the Land and certain public improvements related to the Development Project and (ii) the payment of certain pre-development costs for the Development Project.

The City has agreed to create and has commenced the process to create the public improvement district (“PID”) under Chapter 372 of the Texas Local Government Code (the “District”), to impose PID special assessments within the District and Reinvestment Zone Number

Two, City of Hutto, Texas, a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code (the “Reinvestment Zone”), to facilitate the development of the Development Project, and to make grant payments to the Corporation from PID special assessments generated within the District, incremental property tax revenue generated within the Reinvestment Zone, and incremental hotel occupancy and sales taxes generated within the Development Area pursuant to the Interlocal Agreement (collectively, the “Pledged Revenues”).

The Authority is authorized under the Industrial Development Financing Act, Title 35, Chapter 5, Section 35-701 et seq., as amended (the “Act”) to issue bonds to provide financing or refinancing for projects located in whole or in part outside of the State of Arizona, including projects consisting of facilities owned or operated by a non-profit organization. The Land and public improvements to be owned by the Corporation constitutes a project for purposes of the Act.

The Act authorizes the Authority to make secured or unsecured loans for the purpose of financing or refinancing the acquisition, construction, improvement, equipping or operating of a project and to pledge the proceeds of loan agreements as security for the payment of the principal and interest of any bonds issued by the Authority, and any agreements made in connection with the loan.

The Corporation has applied to the Authority to issue bonds on the Corporation’s behalf and to make a loan to the Corporation to finance certain of the costs of the acquisition of the Land, pre-development costs associated with the Development and other costs required in connection therewith, and the Authority has accepted such application.

In order to provide a portion of the funds to so finance such costs, the Authority has agreed to issue its Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the “Bonds”), in the aggregate principal amount of \$\_\_\_\_\_, the net proceeds of which shall be used to (1) finance a loan to the Corporation which will use the funds for the acquisition of the Land, to pay for certain public improvements and certain pre-development costs for the Development Project; (2) fund the Capitalized Interest Account, (3) fund the Surplus Fund and (4) pay the Costs of Issuance of the Bonds (collectively, the “Project”).

The Authority will loan the proceeds of the Bonds to the Corporation pursuant to this Loan Agreement, pursuant to which, among other things, the Corporation has agreed to secure its obligations under the Loan Agreement by executing the Deed of Trust, which will be a first lien on the Land, and pledging its right to receive the Pledged Revenues. Pursuant to the Loan Agreement, the Corporation will execute a Note (the “Note”) and will make payments from Pledged Revenues to the Trustee (as defined herein), as assignee of the Authority, in amounts sufficient to pay the principal of and interest on the Bonds (the “Note Payments”). To secure its obligations under this Loan Agreement and the Note, the Corporation will pledge, and grant a security interest in, the Pledged Revenues and execute and deliver a Deed of Trust (as defined in the Trust Agreement) creating a first lien on the Land.

All acts, conditions and things required by law to exist, to have happened and to have been performed by the Authority and the Corporation precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and

due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.1 Definitions.** The capitalized terms used in this Agreement shall have the meanings: (i) set forth in the recitals hereof, (ii) set forth in the Trust Agreement, or (iii) as set forth in this Section 1.1, unless the context otherwise requires:

“**Act**” shall have the meaning ascribed for such term in the opening paragraph hereof.

“**Annual Administrative Fee**” means an annual fee calculated in the amount of 9.75 basis points (.0975%) of the outstanding aggregate principal amount of Bonds as of each January 1, with a minimum of \$3,000, to be paid to the Authority without demand in advance on each January 1, commencing January 1, 2021, for the annual administrative expenses of the Authority, and continuing while any portion of the Bonds remain Outstanding. The prorated portion of the Annual Administrative Fee due for calendar year 2019 and the Annual Administrative Fee for calendar year 2020 (due on January 1, 2020) payable on the Closing Date.

“**Authority Indemnified Person**” means the Authority, its past, present, and future directors, members, officers, counsel, advisors, employees, agents, contractors, and consultants, the Arizona Finance Authority, its past, present, and future directors, members, officers, counsel, advisors, employees, agents, contractors, consultants and executive directors, individually and collectively, and the State.

“**Closing**” shall mean the delivery of the Note to the Authority.

“**Closing Date**” shall mean the date of the Closing.

“**Closing Fee**” means the closing fee of the Authority in an amount equal to 2 basis point (.0200%) on the original principal amount of the Bonds payable on the Closing Date.

“**Continuing Disclosure Agreement**” shall mean the Continuing Disclosure Agreement of the Corporation, dated as of December \_\_, 2019, relating to the Bonds.

“**City**” shall mean the City of Hutto, Texas.

“**Corporation Act**” shall mean Chapter 431, Texas Transportation Code, as amended.

“**Corporation Documents**” shall mean, collectively, this Agreement, the Note, the Interlocal Agreement and the Resolution.

“**Interlocal Agreement**” shall mean the Interlocal Agreement, dated as of November \_\_, 2019, by and between the City and the Corporation.



**“Late Fee”** means ten percent (10%) of any payment due to the Authority that is received by the Authority later than 15 calendar days following the date it is due.

**“Loan Agreement Event of Default”** shall mean the occurrence of any of the following, which is not cured by the Corporation within thirty (30) days following written notice by the Authority of such Loan Agreement Event of Default (except for clause (a) below which shall have no cure period):

- (a) the failure of the Corporation to make any of the Note Payments when due and in the amounts provided herein; or
- (b) the failure of the Corporation to comply with any other covenant, condition, or agreement under this Agreement or other agreements or obligations entered into by the Corporation for the borrowing of funds; or
- (c) the bankruptcy, insolvency, appointment of a receiver for the Corporation.

**“Loan”** shall mean the loan of the proceeds of the Bonds from the Authority to the Corporation made pursuant to this Agreement.

**“Loan Documents”** shall mean, collectively, this Agreement and the Note.

**“Maximum Interest Rate”** shall mean the lesser of (a) the maximum rate of interest allowed under Chapter 1204, Texas Government Code, as amended, or other applicable law in effect and (b) the maximum coupon rate set forth in the Authority’s resolution authorizing the issuance of the Bonds and the making of the Loan.

**“Note”** shall mean the promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended, or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Corporation in replacement thereof.

**“Note Payments”** shall mean the payments required by Section 2.4 to be made by the Corporation.

**“Resolution”** shall mean the resolution of the Board of Directors of the Corporation authorizing borrowing the proceeds of the Bonds, the execution and delivery of this Agreement and the Note and the pledge of the Pledged Revenues to the payment of the principal of and interest on the Note, and any amendments or supplements thereto.

**“State”** shall mean the State of Arizona.

**“Trust Agreement”** shall mean the Trust Agreement, dated as of December \_\_, 2019 by and between the Authority and UMB Bank, N.A., as trustee, relating to the issuance of the Bonds.

**“Trustee”** shall mean UMB Bank, N.A. and its successors and assigns.

**Section 1.2 Interpretive Matters.**

- (a) Whenever the context requires:
  - (i) references in this Agreement of the singular number shall include the plural and vice versa; and
  - (ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.
- (b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.
- (c) Capitalized terms used but not defined in this Loan Agreement shall have the meanings assigned to them in the Trust Agreement.

**ARTICLE II**

**THE LOAN; REPAYMENT OF THE LOAN;  
PAYMENT OF ANNUAL ADMINISTRATIVE FEE**

**Section 2.1 The Loan.** Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.2, and for and in consideration of the payment by the Corporation of its obligations under this Agreement and the Note and the covenants and agreements herein contained, the Authority will loan to, for the sole use and benefit of, the Corporation the proceeds of the Bonds to be used for the payment by the Corporation of the costs of the Project.

**Section 2.2 Conditions to Closing.** The obligation of the Authority to loan the proceeds of the Bonds to the Corporation as described in Section 2.1 hereof shall be subject to the following conditions:

- (a) The representations of the Corporation herein shall be true, complete, and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;
- (b) At the time of Closing, the Corporation Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Authority;
- (c) At or prior to the Closing, the Authority shall have received each of the following documents:
  - (i) The Note executed by the authorized officers of the Corporation;

(ii) This Loan Agreement executed by the authorized officers of the Corporation, with such changes or amendments as may have been approved by the Authority and the Corporation;

(iii) Certified copies of the Resolution of the Corporation authorizing execution, delivery, and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing, and other certificates or documents as the Authority may reasonably require to evidence the Corporation's authority to enter into the Loan Documents;

(iv) An opinion of counsel for the Corporation, addressed to the Authority, to the effect that the Loan Documents and Corporation Documents have been duly authorized, executed and delivered by the Corporation and are legal, valid and binding agreements of the Corporation enforceable against the Corporation in accordance with their terms;

(v) True copies of all organization documents of the Corporation, including all amendments or supplements thereto;

(vi) The Underwriter shall have received a fully executed copy of the Continuing Disclosure Agreement;

(vii) The Closing Fee.

**Section 2.3 Note Terms.**

(a) The Corporation agrees to execute and deliver the Note to the Authority on the Closing Date.

(b) The Note shall be dated as of the Closing Date, shall be in an aggregate principal amount equal to the principal amount of the Bonds, and shall be payable in installments on the dates and in the amounts specified in the Note.

(c) Interest on the Note shall bear interest at the interest rate borne on the Bonds (calculated on the per annum basis of a 360-day year consisting of twelve 30-day months).

In no event shall the interest rate on the Note exceed the Maximum Interest Rate.

**Section 2.4 Note Payments.** On April 15 and October 15 of each year, commencing on April 15, 2020, the Corporation shall pay to the Trustee, for deposit into the Revenue Fund, all Pledged Revenues received from the City under the Interlocal Agreement. The Note Payments do not and will never give rise to a charge against the general credit or taxing power of the Corporation or the City and are payable solely from Pledged Revenues.

**Section 2.5 Note Payments Due on Business Days.** If the regularly scheduled due date for a Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

**Section 2.6 Optional Prepayment of Note.** The Corporation shall have the right to prepay the Note in whole or in part in the same manner as the optional redemption of the Bonds pursuant to Section 2.03(a) of the Trust Agreement.

**Section 2.7 Mandatory Prepayment of Note.** The Corporation shall prepay the Note in an amount and on such dates as required for the mandatory redemption of the Bonds pursuant to Section 2.03(b) of the Trust Agreement.

**Section 2.8 Pledge of Pledged Revenues.** Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, in accordance with the provisions of this Agreement and the Interlocal Agreement, the Corporation hereby pledges to the Authority, and grants thereto a lien on and a security interest in, all of the Pledged Revenues.

**Section 2.9 Assignment.** The Corporation hereby transfers, assigns and conveys to the Trustee, its successors and assigns, forever, all of the Corporation's right, title and interest in, to and under the Interlocal Agreement.

**Section 2.10 Deed of Trust.** To secure its obligations hereunder and under the Note, the Corporation shall execute and deliver to the Trustee the Deed of Trust (as defined in the Trust Agreement).

**Section 2.11 Payment of Annual Administrative Fee.** The Corporation shall pay to the Trustee, on January 1 of each year, commencing on January 1, 2021, the Annual Administrative Fee. Upon receipt of the Annual Administrative Fee, the Trustee shall immediately pay to the Authority such fee. The initial Annual Administrative Fee (for the year in which the Bonds are issued) in a prorated amount and prepayment of the Annual Administrative Fee for the year 2020 is payable on the Closing Date of the Bonds. In the event the Corporation fails to pay the Annual Administrative Fee to the Authority by each January 15, commencing January 15, 2021, the Corporation shall be required to pay the Late Fee.

### ARTICLE III

#### SPECIAL AGREEMENTS

**Section 3.1 Obligations of Corporation Unconditional.**

(a) The obligation of the Corporation to make the payments required hereunder shall be a special limited obligation payable solely from the Pledged Revenues. The Corporation shall pay all such amounts without abatement, diminution, or deduction (whether for taxes or otherwise) regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment, or counterclaim that the Corporation may have or assert against the Authority or any other person. Notwithstanding the foregoing, the Corporation's obligation to make the payments required hereunder shall be a special limited obligation payable solely from the Pledged Revenues, and shall never be a charge against the general credit or taxing powers of the Authority, Arizona Finance Authority, the State of Arizona, the City, the State of Texas, any political subdivision or agency of the States of Arizona or Texas, or any political subdivision approving the issuance of the Bonds.



- (b) Until such time as the Note is fully paid the Corporation:
- (i) will not suspend or discontinue, or permit the suspension or discontinuance of any Note Payment;
  - (ii) will perform and observe all of its other agreements contained in this Agreement;
  - (iii) except by full payment and retirement of the Note will not terminate this Agreement for any cause other than default by the Authority;
  - (iv) will not pledge, bargain, sell, convey, or place or allow any lien to be placed on the Pledged Revenues, other than the lien described in Section 2.8 hereof;
  - (v) will not pledge, bargain, sell, convey or place or allow any lien to be placed on the Land that is senior to or on parity with the lien created by the Deed of Trust as described in Section 2.10 hereof; and
  - (vi) will not pledge, bargain, sell, convey or place or allow any lien to be placed on any revenue granted by the City to the Corporation under the Interlocal Agreement.

**Section 3.2 Agreement as Security Agreement.** (a) An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law with the Trustee as the secured party. The lien, pledge, and security interest of the Authority created in this Agreement shall become effective immediately upon the Closing, and the same shall be continuously effective for so long as the Note is outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

(c) Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Note and the pledge of the Pledged Revenues granted by the Corporation under Section 2.8 of this Agreement, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the Pledged Revenues granted by the Corporation hereunder is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Authority the perfection of the security interest in said pledge, the Corporation agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

**Section 3.3 Financial Statements and Reports.** For so long as any amounts remain outstanding under the Note, the Corporation agrees to comply with the requirements of the Continuing Disclosure Agreement.

**Section 3.4 Existence.** While this Agreement is in effect, the Corporation shall maintain its governmental existence and qualification to do business in the State of Texas, and may not liquidate, dissolve, or voluntarily suspend business.

**Section 3.5 Requisitions from Project Fund.** The Corporation shall submit a requisition to the Trustee, in the form attached hereto as Exhibit C, for disbursement from the Project Fund. The Corporation shall only requisition funds on deposit in the Project Fund to pay or refinance the cost to acquire the Land, pay the cost of certain public improvements, pay certain pre-development costs of the Development Project and the Costs of Issuance. Requisitions from the Project Fund for costs other than Land shall not exceed [\$ \_\_\_\_\_] unless all of the Land has been purchased and is subject to the Deed of Trust, except for any land released from the Deed of Trust pursuant to Section 3.6 hereof. In the event that the Corporation submits a requisition to the Trustee to acquire a portion of the Land with funds on deposit in the Project Fund, the Corporation shall certify in such requisition that attached to such requisition is a copy of each of the following:

(a) A Deed of Trust, Security Agreement and Financing Statement, to be dated the date of acquisition of a portion of the Land, from the Corporation for the benefit of the Trustee, encumbering the applicable portion of the Land.

(b) A pro forma mortgagee title insurance policy issued by a reputable title company to the Trustee, dated effective as of the date of recording of such Deed of Trust, insuring the lien of the Deed of Trust in an amount equal to the initial face amount of the cost to acquire such Land.

(c) An ALTA/ACSM Land Title Survey of the applicable portion of the Land by a reputable surveyor.

The Trustee may conclusively rely upon such requisition and any certifications of the Corporation therein and shall have no obligation to review any attachments to such requisition or determine the sufficiency of any such requisition or its attachments.

**Section 3.6 Corporation Right to Release Land from Deed of Trust.** Notwithstanding anything to the contrary set forth in this Loan Agreement, including Section 3.1(b)(v) hereof, the Corporation shall have the right to request the Trustee, in writing, to release all or a portion of the Land from the lien of the Deed of Trust, so long as the Corporation (i) effects a refunding of all of the Bonds pursuant to Section 2.03(a)(i) of the Trust Agreement or (ii) effects a partial refunding of the Bonds pursuant to Section 2.03(a)(ii) of the Trust Agreement. In the event the Corporation submits such written request to the Trustee and provides the Trustee funds sufficient to redeem all or a portion of the Bonds pursuant to either Section 2.03(a)(i) of the Trust Agreement or Section 2.03(a)(ii) of the Trust Agreement, the Trustee shall release all or that portion of the Land requested to be released from the lien of the Deed of Trust.

## ARTICLE IV

### REPRESENTATIONS

**Section 4.1 Representations of Authority.** The Authority represents to the Corporation the following:

(a) The Authority has all necessary power and authority to enter into and perform under this Agreement.

(b) The Authority has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery, and performance by the Authority of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree, or order or any agreement or other instrument by which the Authority is bound.

**Section 4.2 Representations by the Corporation.** To the knowledge of the undersigned officers of the Corporation, the Corporation represents, warrants, and covenants to the Authority as follows:

(a) The Corporation is a nonprofit governmental corporation created by the City under the Corporation Act; has all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas, except as otherwise provided in the Corporation Act; and is authorized by the Corporation Act to borrow money and to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder with the approval of the City.

(b) The Corporation has all requisite power, authority, and legal right to execute and deliver the Loan Documents and all other instruments and documents to be executed and delivered by the Corporation pursuant thereto and to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All action on the part of the Corporation which is required for the execution, delivery, performance, and observance by the Corporation of the Loan Documents has been duly authorized and effectively taken, and such execution, delivery, performance, and observation by the Corporation do not contravene applicable law or any contractual restriction binding on or affecting the Corporation.

(c) By resolution the Corporation has duly approved the borrowing of funds from the Authority, and such resolution has not been repealed, rescinded, or revoked; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Corporation of its obligations under any of the Loan Documents.

(d) This Agreement and the Note are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms.

(e) There is no default of the Corporation in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred

which does or could affect the validity and enforceability of the Loan Documents or the ability of the Corporation to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or threatened action or proceeding before any court, governmental agency, department, or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement and the Note or the collection of any of the Corporation's Pledged Revenues to pay the Note, (ii) in any way contesting or affecting the authority for the execution and delivery or the validity of the Loan Documents, or (iii) in any way contesting the levy of the Pledged Revenues or the existence of the Corporation or the title or powers of the officers of the Corporation.

(g) In connection with the authorization, execution, and delivery of this Agreement and the Note, the Corporation has complied with all provisions of the laws of the State of Texas.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Corporation is a party or by which it is bound.

(i) The Corporation has, by proper action, duly authorized the execution and delivery of this Agreement.

(j) The Corporation is not in default under or in violation of the Constitution or any of the laws of the State of Texas relevant to the issuance of the Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Note and the execution and delivery of this Agreement. The Corporation agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Note.

(k) This Agreement, the other Corporation Documents, and all other documents to which the Corporation is a party and contemplated hereby or thereby have been duly authorized, executed and delivered by the Corporation and, when assigned to the Trustee pursuant to the Trust Agreement, constitute the legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, including by the Trustee for the benefit of the owners, and the Unassigned Rights constitute the legal, valid and binding agreements of the Corporation enforceable against the Corporation (1) by the Authority in its own right or (2) in the case of the rights of any Authority Indemnified Person, including, without limitation, the right of any Authority Indemnified Person to indemnification and immunity from liability by such Authority Indemnified Person in his, her or its own right, in accordance with their terms.

(l) No written information, exhibit or report furnished to the Authority by the Corporation in its application for financing or by the Corporation or its representatives in connection with the negotiation of this Agreement or any other document relating to the Bonds, regardless of whether the Authority is a party thereto (including any financial statements, whether audited or unaudited, and any other financial information provided in connection therewith) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under



which they were made, not misleading; provided, that the representation in this subsection is made only to the Authority and may not be relied upon by any other Person.

(m) The Corporation's representations and warranties (i) are made as of the date of this Agreement and as of the date of the delivery of the Bonds to the initial purchasers, (ii) survive the issuance of the Bonds, and (iii) remain operative and in full force and effect regardless of the issuance of the Bonds, and regardless of any investigations by or on behalf of the Authority or the results thereof.

(n) The Corporation makes no representations as to any Hazardous Substances in, on or around the Land.

**Section 4.3 Permits or Licenses.** In the event that it may be necessary for the proper performance of this Agreement on the part of the Corporation that any application or applications for any permit or license to do or to perform certain things be made to any governmental or other agency by the Corporation, the Corporation shall execute such application or applications and shall otherwise comply with regulatory requirements, as applicable.

## **ARTICLE V**

### **REMEDIES**

#### **Section 5.1 Remedies Available.**

(a) Upon the occurrence of any Loan Agreement Event of Default and at any time thereafter for so long as the Loan Agreement Event of Default has not been cured, the Trustee may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Corporation under this Agreement.

(b) Upon the occurrence of any Loan Agreement Event of Default and at any time thereafter for so long as the Loan Agreement Event of Default has not been cured, the Trustee may proceed against the Corporation for the purposes of protecting and enforcing the rights under this Agreement and the Interlocal Agreement, by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby enjoin any action or thing that may be unlawful or in violation of any right of the Trustee hereunder or any combination of such remedies.

(c) In addition to the remedies provided in subsection (a) of this Section, the Trustee and the Authority shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Trustee and the Authority in the proceedings authorized under subsection (a) of this Section.

(d) If the Trustee is not enforcing the Authority's rights in a manner to protect the Authority or is otherwise taking action that brings adverse consequences to the Authority, then the Authority may, without the consent of the Trustee, take whatever action at law or in equity may appear necessary or appropriate to enforce the Authority's Unassigned Rights and to collect all sums then due and thereafter to become due to the Authority under this Loan Agreement.

**Section 5.2 Application of Money Collected.** Any money collected as a result of the taking of remedial action pursuant to this Article V, including money collected as a result of foreclosing the liens of this Agreement, shall be applied by the Trustee in accordance with Section 8.04 of the Trust Agreement.

**Section 5.3 Restoration of Rights.** If any action taken as a result of a Loan Agreement Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Authority, or if a Loan Agreement Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Loan Agreement Event of Default had not occurred; provided, that the foregoing shall not operate to extinguish any rights that accrue to the Authority either as a result of such action or during the pendency thereof.

**Section 5.4 Non-Exclusive Remedies.** No remedy conferred upon or reserved to the Authority by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

**Section 5.5 Delays.** No delay or omission to exercise any right or power accruing upon any Loan Agreement Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

**Section 5.6 Limitation on Waivers.** If a Loan Agreement Event of Default is waived, such waiver shall be limited to the particular Loan Agreement Event of Default so waived and shall not be deemed a waiver of any other Loan Agreement Event of Default; provided, that no waiver of a Loan Agreement Event of Default shall be effective unless such waiver is made in writing.

## ARTICLE VI

### DISCHARGE

When the Note has been paid in full or when the Corporation has made payment to the Authority of the whole amount due or to become due under the Note (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), all Administrative Costs and Extraordinary Cost, and all other amounts payable by the Corporation under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Authority, upon receipt of a written request by the Corporation and the payment by the Corporation of all expenses with respect thereto, shall discharge and release the lien of this Agreement and execute and deliver to the Corporation such releases or other instruments as shall be requisite to release the lien hereof. In such event, the Authority, subject to Section 8.13, shall execute and deliver to the Corporation all such instruments as may be necessary or desirable to evidence such discharge and satisfaction.

## ARTICLE VII

### MODIFICATION OF DOCUMENTS

**Section 7.1 Amendments Require Consent.** The Corporation may not amend, or agree or consent to amendment of, the Corporation Documents without the prior written consent of the Authority and the Trustee. The Authority may not amend, or agree or consent to amendment of, the Loan Documents without the prior written consent of the Corporation.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1 Term of Agreement.** This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Corporation under this Agreement and the Note, and all Administrative Costs and Extraordinary Costs have been fully paid.

**Section 8.2 Notices.**

(a) All notices, certificates, or other communications required by or made pursuant to this Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as set forth in the Trust Agreement.

(b) The Corporation and the Authority may designate any further or different addresses to which subsequent notices shall be sent.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

**Section 8.3 Binding Effect, Assignment.** This Agreement shall (i) be binding upon the Corporation, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Authority and its successors, transferees and assigns; provided that the Corporation may not assign all or any part of this Agreement without the prior written consent of the Authority. The Note is not negotiable and not registered. The Authority may assign, transfer, or grant participations in all or any portion of this Agreement, the Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Corporation's obligations under this Agreement; provided that any such assignment, transfer, or grant shall be made only to a financial institution whose primary business is the lending of money and the Authority shall give written notice to the Corporation of such assignment, transfer or grant prior to such assignment, transfer or grant becoming effective.

**Section 8.4 Entire Agreement.** The Corporation Documents contain the entire agreement between the parties, and there are no other representations, endorsements, promises,

agreements, or understandings, oral or written, express or implied, between the Corporation and the Authority.

**Section 8.5 Severability.** If any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

**Section 8.6 Survival of Provisions.** The provisions of this Agreement and the Trust Agreement and any other document in connection with the issuance of the Bonds to which the Authority is a party concerning (i) the interpretation of this Agreement; (ii) governing law, jurisdiction and venue; (iii) the Authority's right to rely on written representations of others contained herein or in any other document or instrument entered into or issued in connection with the Bonds, regardless of whether the Authority is a party thereto; (iv) the immunity, right to indemnification and lack of pecuniary liability of the Authority and the Authority Indemnified Persons; and (v) any other provision of this Agreement not described or enumerated above that expressly provides for its survival, shall survive and remain in full force and effect notwithstanding the payment or redemption in full, or defeasance of the Bonds, the discharge of the Trust Agreement, and the termination or expiration of this Agreement.

**Section 8.7 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

**Section 8.8 Governing Law and Venue.** This Loan Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State, without reference to any choice of law principles, except as such laws may be preempted by any federal rules, regulations and laws. The parties hereto expressly acknowledge and agree that any action to interpret or enforce the terms of this Loan Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona, in and for the County of Maricopa, the United States District Court in and for the District of Arizona, or any United States Bankruptcy Court in any case involving or having jurisdiction over the Corporation.

**Section 8.9 Waiver of Personal Liability.** No Authority Indemnified Person or any officer or member of the Corporation shall be individually or personally liable for the payment of any principal of, premium, if any, or interest on the Bonds or any costs incidental thereto or any amount under this Agreement or the Trust Agreement or be subject to personal liability or accountability by reason of the execution and delivery of this Agreement or the Trust Agreement. No Authority Indemnified Person (including any Authority Indemnified Person who executes any certificate in connection with the Note or the Bonds that restates or certifies as to the truth and accuracy thereof) or any officer or member of the Corporation shall be individually liable for the breach of any representation, warranty or agreement contained herein.

**Section 8.10 Non-Liability of the Authority.** The Authority shall not be obligated to pay the principal of, premium, if any, or interest on the Bonds or any costs incidental thereto, except from the Pledged Revenues. Neither the faith and credit nor the taxing power of the State of Arizona or any other political subdivision or agency thereof or any political subdivision approving the issuance of the Bonds, nor the faith and credit of the Authority, is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or any costs incidental



thereto. The Authority has no taxing power. The Authority shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement, the Bonds or the Trust Agreement, except only to the extent amounts are received for the payment thereof from the Corporation under this Agreement.

The Corporation hereby acknowledges that the Authority's sole source of moneys to repay the Bonds is the Pledged Revenues, and hereby agrees that if the payments to be made under this Agreement shall ever prove insufficient to pay all principal, premium, if any, and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Corporation shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal, premium, if any, or interest when due, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Authority, the Corporation or any third party, subject to any right of reimbursement from the Trustee, the Authority or any such third party, as the case may be, therefor. Notwithstanding the foregoing, the Corporation's obligation to make the payments required hereunder shall be a special limited obligation payable solely from the Pledged Revenues, and shall never be a charge against the general credit or taxing powers, if any, of the Authority, Authority Indemnified Persons, the State of Arizona, the City, the State of Texas, any political subdivision or agency of the States of Arizona or Texas, or any political subdivision approving the issuance of the Bonds.

**Section 8.11 No Obligation to Enforce Assigned Rights.** Notwithstanding anything to the contrary in this Loan Agreement or the Trust Agreement, the Authority shall have no obligation to and instead the Trustee, in accordance with this Agreement or the Trust Agreement, shall have the right, without any direction from or action by the Authority, to take any and all steps, actions and proceedings, to enforce any or all rights of the Authority under this Agreement or the Trust Agreement (other than the Unassigned Rights), including, without limitation, the rights to enforce the remedies upon the occurrence and continuation of a Loan Agreement Event of Default and the obligations of the Corporation under the Agreement.

**Section 8.12 No Impairment of Rights.** Nothing herein shall be deemed or construed to limit, impair or affect in any way the Authority's (or any Authority Indemnified Person's) right to enforce the Unassigned Rights, regardless of whether there is then existing a Loan Agreement Event of Default (including, without limitation, a payment default), or any action based thereon or occasioned by a Loan Agreement Event of Default or alleged Loan Agreement Event of Default, and regardless of any waiver or forbearance granted by the Trustee or any holder in respect thereof. Any default or Loan Agreement Event of Default in respect of the Unassigned Rights may only be waived with the Authority's written consent.

**Section 8.13 Authority's Performance.** None of the provisions of this Agreement shall require the Authority to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the Pledged Revenues, or unless Authority shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Authority shall not be under any obligation hereunder to perform any administrative service with respect to the Bonds, the Development Project or the Project (including, without

limitation, record keeping and legal services), it being understood that such services shall be performed or provided by the Trustee or the Corporation. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions expressly contained in this Agreement, the Trust Agreement, and any and every Bond executed, authenticated and delivered under the Trust Agreement; provided, however, that the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof unless and until it shall have (i) been directed to do so in writing by the Corporation, the Trustee, or the holders having the authority to so direct; (ii) received from the Person requesting such action or execution assurance satisfactory to the Authority that the Authority's expenses incurred or to be incurred in connection with taking such action or executing such instrument have been or will be paid or reimbursed to the Authority; and (iii) if applicable, received in a timely manner the instrument or document to be executed, in form and substance satisfactory to the Authority.

In complying with any provision herein or in the Agreement, including but not limited to any provision requiring the Authority to "cause" another Person to take or omit any action, the Authority shall be entitled to rely conclusively (and without independent investigation or verification) (i) on the faithful performance by the Trustee or the Corporation, as the case may be, of their respective obligations hereunder and under the Loan Agreement and (ii) upon any written certification or opinion furnished to the Authority by the Trustee or the Corporation, as the case may be. In acting, or in refraining from acting, under this Agreement, the Authority may conclusively rely on the advice of its counsel. The Authority shall not be required to take any action hereunder or under the Trust Agreement that it reasonably believes to be unlawful or in contravention hereof or thereof.

**Section 8.14 Liability of the Authority.** The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions under or by reason of or in connection with the Corporation Documents, except as set forth therein.

**Section 8.15 Notice of A.R.S. Section 38-511 – Cancellation of Contracts.** Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts of the nature of this Loan Agreement under the law of the State.

**Section 8.16 Third Party Beneficiaries.** Notwithstanding any provision hereof to the contrary, it is specifically acknowledged and agreed that, to the extent of their rights hereunder (including their rights to immunity, indemnification and exculpation from pecuniary liability), the Authority Indemnified Persons and each of them, is a third-party beneficiary of this Loan Agreement entitled to enforce such rights in his, her, its or their own name or names.

## ARTICLE IX

### LIMITATIONS ON LIABILITY; EXPENSES; INDEMNIFICATION

**Section 9.1 Limited Obligation of Authority.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Corporation for the benefit of the Owners, and their respective successors and assigns, subject to the limitation that any obligations of the Authority created by or arising out of this Loan Agreement shall be special limited

obligations of the Authority, payable solely from the Revenues arising from the pledge and assignment of the Loan Payments and, to the extent provided in the Trust Agreement, from the Funds and Accounts under the Trust Agreement, and shall never constitute the debt or indebtedness of the Authority, the Arizona Finance Authority, the State, or any political subdivision of the State within the meaning of any provision or limitation of the constitution or statutes of the State and shall not constitute nor (except for its fraud or intentional misrepresentation) give rise to a pecuniary liability of the Authority, the Arizona Finance Authority, the State or any political subdivision of the State or a charge against the general credit or taxing powers, if any, of such entities. The Authority has no taxing power.

**Section 9.2 Authority's Performance.** The Authority shall have no liability or obligation with respect to the payment of the purchase price of the Bonds. None of the provisions of this Loan Agreement shall require the Authority to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the Revenues pledged under the Trust Agreement, or the Authority shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Authority shall not be under any obligation hereunder to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or provided as arranged by the Trustee or the Corporation. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions expressly contained in this Loan Agreement, the Trust Agreement and in any and every Bond executed, authenticated and delivered under the Trust Agreement; provided, however, that (a) the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so in writing by the Corporation or the Trustee, (b) the Authority shall have received the instrument to be executed, and (c) any action or execution of any instrument requested of the Authority, including review by counsel, shall be at the Corporation's sole expense.

**Section 9.3 Pecuniary Liability of Authority.** No agreements or provisions contained herein, nor any agreement, covenant, or undertaking by the Authority in connection with the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the Authority or a charge against its general credit, or shall obligate the Authority financially in any way, except as may be payable from the Revenues pledged hereby for the payment of the Bonds and their application as provided in the Trust Agreement. No failure by the Authority to comply with any term, covenant or agreement contained in the Bonds, this Loan Agreement or the Trust Agreement, or in any document executed by the Authority in connection with the issuance, sale and delivery of the Bonds, shall subject the Authority to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent that the same can be paid or recovered from the Revenues pledged for the payment of the Bonds or other Revenues derived under this Loan Agreement. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Authority for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Authority, except as may be payable from the Revenues pledged in the Trust Agreement for the payment of the Bonds or other revenue derived under this Loan Agreement. No provision, covenant or agreement contained herein, or any obligations imposed upon the Authority, or the breach thereof, shall constitute an indebtedness of the Authority within the meaning of any State constitutional or statutory limitation or shall

constitute or give rise to a charge against its general credit. In making the agreements, provisions and covenants set forth in this Loan Agreement, the Authority has not obligated itself, except with respect to the application of the Revenues pledged in the Trust Agreement for the payment of the Bonds or other Revenues derived under this Loan Agreement or the Trust Agreement.

**Section 9.4 Immunity of Authority's Officers and Agents.** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the Authority contained in the Bond Documents or the Loan Documents or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise or agreement of the Authority contained in any agreement, instrument, or certificate executed in connection with the issuance and sale of the Bonds, against any Authority Indemnified Person, whether by virtue of any constitutional provision, statute or rule of the law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any Authority Indemnified Person, either directly or by reason of any of the obligations, covenants, promises or agreements entered into by the Authority with the Corporation or the Trustee to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each and every Authority Indemnified Person is, by the execution of the Bonds, this Loan Agreement and the other Authority Documents, and as a condition of, and as part of the consideration for, the execution of the Bonds, this Loan Agreement and the other Authority Documents is expressly waived and released.

**Section 9.5 Reliance by Authority on Corporation.** Anything in this Loan Agreement to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Authority may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Authority by the Corporation as to the existence of any fact or state of affairs required hereunder to be noticed by the Authority.

**Section 9.6 No Obligation to Enforce Assigned Rights.** Notwithstanding anything to the contrary in this Loan Agreement or the Trust Agreement, the Authority shall have no obligation to and instead the Trustee and/or the Owners, as the case may be, in accordance with this Loan Agreement or the Trust Agreement, shall have the right, without any direction from or action by the Authority, to take any and all steps, actions and proceedings, to enforce any or all rights of the Authority under this Loan Agreement and the Trust Agreement (other than the Unassigned Rights of the Authority), including the rights to enforce the remedies upon the occurrence and continuation of a Loan Agreement Event of Default and the obligations of the Corporation under this Loan Agreement.

**Section 9.7 No Warranty by Authority.** THE CORPORATION ACKNOWLEDGES AND AGREES THAT THE AUTHORITY HAS NOT HAD AND WILL NOT HAVE ANY INVOLVEMENT IN THE OPERATIONS OF THE DEVELOPMENT PROJECT AND THAT THE AUTHORITY HAS NOT MADE AND WILL NOT MAKE ANY INSPECTION OF THE LAND. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE LAND. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE LAND, THE AUTHORITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR



REPRESENTATIONS BY THE AUTHORITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LAND OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

**Section 9.8 Provision for Payment of Expenses.** The Authority shall not be obligated to execute any documents or take any other action under or pursuant to this Loan Agreement, the Trust Agreement or any other document in connection with the Bonds unless and until provision for the payment of the fees and expenses of the Authority shall have been made. Provision for the payment of such fees and expenses of the Authority shall be deemed to have been made upon arrangements reasonably satisfactory to the Authority for the provision of such fees and expenses being agreed upon by the Authority and the party requesting such execution.

**Section 9.9 Indemnification.**

(a) The Corporation shall, to the extent permitted by law, pay, defend, protect, indemnify and hold each of the Authority Indemnified Persons harmless for, from and against any and all liabilities directly or indirectly arising from or relating to this Loan Agreement, the Loan, the Trust Agreement, the Bonds, the Bond Documents, the Loan Documents, the Land or any document related to the issuance and sale of the Bonds, including the following:

- (i) any injury to or death of any person or damage to property in or upon the Land or growing out of or connected with the use, non-use, condition, or occupancy of the Land or any part thereof;
- (ii) any violation of any agreement, covenant or condition of any of the Corporation Documents;
- (iii) any violation of any agreement, contract or restriction relating to the Land;
- (iv) any violation of any law, ordinance, or regulation affecting the Land or any part thereof or the ownership, occupancy or use thereof;
- (v) any liability growing out of or connected with the use, nonuse, condition or occupancy of the Land or any part thereof;
- (vi) the issuance and sale of the Bonds;
- (vii) any environmental condition of the Land; and
- (viii) any statement, information or certificate furnished by the Corporation to the Authority or the Trustee that is materially misleading, untrue, incomplete, or incorrect in any respect;
- (ix) any untrue statement or misleading statement or alleged untrue or misleading statement of a material fact contained in any preliminary or final official statement, limited offering memorandum or other offering document distributed or provided in connection with the offering and sale of the Bonds or arising out of or based

upon any omission or alleged omission from any such official statement, limited offering memorandum or other offering document of any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except insofar as such liabilities are caused by any such untrue or misleading statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information contained under the captions “THE AUTHORITY” or “NO LITIGATION –The Authority” (as it relates to the Authority) in such official statement, limited offering memorandum or other offering document;

(x) any breach, other than by the Authority, of any of the representations, warranties or agreements contained in this Loan Agreement; and

(xi) any liability arising out of or relating to the issuance and the initial offer and sale of the Bonds.

(b) Without limiting the provisions of subsection (a) of this Section, the Corporation shall also pay, defend, protect, indemnify, and hold each of the Authority Indemnified Persons harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to (i) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made to the Authority by or on behalf of the Corporation pertaining to the Bonds, and (ii) any Corporation fraud or misrepresentations or omissions contained in the proceedings of the Authority relating to the issuance of the Bonds that, if known to the original purchaser of the Bonds, could reasonably be considered a factor in such Person’s decision to purchase the Bonds.

(c) Subsections (a) and (b) of this Section are intended to provide indemnification to each Authority Indemnified Person for such Person’s active or passive negligence; provided, however, that nothing in said subsections shall be deemed to provide indemnification to any Indemnified Person with respect to any Liabilities arising from the successful allegation of fraud, gross negligence or willful misconduct of such party claiming indemnification.

(d) Any Authority Indemnified Person entitled to indemnification hereunder shall notify the Corporation of the existence of any claim, demand or other matter to which the indemnification obligation of the Corporation applies, and shall give the Corporation a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Indemnified Person, provided, however, that the Authority Indemnified Person shall at all times also have the right to fully participate in the defense. If the Authority Indemnified Person is advised in an Opinion of Counsel that there may be legal defenses available to it that are different from or in addition to those available to the Corporation or if the Corporation shall, after receiving notice of the indemnification obligation of the Corporation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Authority Indemnified Person, the Authority Indemnified Person shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of and at the risk of, the Corporation. The Corporation shall be responsible for the reasonable counsel fees, costs, and expenses of the Authority Indemnified Persons in conducting its defense.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

**ARIZONA INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Assistant Secretary

**COTTONWOOD DEVELOPMENT  
CORPORATION**

By \_\_\_\_\_  
Chair

ATTEST:

By \_\_\_\_\_  
Secretary



**EXHIBIT A**  
**FORM OF NOTE**

Principal Amount  
\$ \_\_\_\_\_

December \_\_, 2019

**PROMISSORY NOTE**

**COTTONWOOD DEVELOPMENT CORPORATION** (the "Corporation") for value received, hereby promises to pay to the order of the **ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY** its successor or assigns (the "Authority") in lawful money of the United States of America, the principal sum of \_\_\_\_\_ 00/100 DOLLARS.

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the Loan Agreement dated December \_\_, 2019, between the Corporation and the Authority (such Loan Agreement, together with all amendments or supplements thereto, being the "Loan Agreement").

In addition to the principal sum referred to in the first paragraph of this Note, the Corporation also agrees to pay interest on the outstanding principal balance at the interest rate borne on the Bonds (calculated on the per annum basis of a 360-day year consisting of twelve 30-day months).

Notwithstanding any other provisions of this Note, interest payable on this Note, together with any other costs, consideration, or payments in the nature of and constituting interest under applicable law (whether denominated as interest or as any other type of payment hereunder or thereunder, respectively) shall not exceed, and shall automatically be reduced to, the Maximum Interest Rate; and all such costs, consideration, and payments constituting interest shall be pro-rated, spread, and allocated, to the fullest extent permitted by law, to such periods and loan amounts as will cause the money so paid or received to conform to and comply with applicable law and the Maximum Interest Rate.

The principal of and interest on this Note are due and payable in the amounts and at the times as is sufficient to pay the principal of and interest on the Bonds.

This Note is authorized under the Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions, and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Note are payable from the Corporation's Pledged Revenues, as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

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ACTIVE 46858438v7

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid, or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE CITY OF HUTTO, TEXAS, THE STATE OF TEXAS, THE STATE OF ARIZONA NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATES OF TEXAS OR ARIZONA SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OF HUTTO, TEXAS, THE STATE OF TEXAS, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATES OF TEXAS OR ARIZONA IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE PLEDGED REVENUES DESCRIBED ABOVE TO MAKE THE NOTE PAYMENTS.

Principal due on this Note may be voluntarily prepaid pursuant to the provisions of Section 2.6 of the Loan Agreement. Principal due on this Note shall be mandatorily prepaid in accordance with Section 2.7 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Authority is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note shall be governed in all respects by the laws of the State of Arizona as described in the Loan Agreement and of the United States of America.

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ACTIVE 46858438v7

**IN WITNESS WHEREOF**, this Note has been duly executed in accordance with law as of December \_\_, 2019.

**COTTONWOOD DEVELOPMENT  
CORPORATION**

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

ATTEST:

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

### **ENDORSEMENT**

Pay to the order of UMB Bank, N.A., without recourse, as Trustee under the Trust Agreement referred to in the Note to which this Endorsement is attached, as security for the Bonds issued under such Trust Agreement. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Note.

ARIZONA INDUSTRIAL DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Name: Victor Riches  
Title: President

**EXHIBIT C**  
**BOND PURCHASE AGREEMENT**



§ \_\_\_\_\_  
**ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY  
TAXABLE REVENUE BONDS, SERIES 2019  
(HUTTO PERFECT GAME DEVELOPMENT PROJECT)**

**BOND PURCHASE AGREEMENT**

November \_\_, 2019

Arizona Industrial Development Authority  
Phoenix, Arizona

Cottonwood Development Corporation  
Hutto, Texas

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co., Denver, Colorado (the “**Underwriter**”), as underwriter of the Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the “**Bonds**”) in the aggregate principal amount of \$ \_\_\_\_\_ to be issued by the Arizona Industrial Development Authority, a nonprofit corporation designated a political subdivision of the State of Arizona (the “**Authority**”), hereby offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the Authority and Cottonwood Development Corporation, a Texas non-profit local government corporation formed by the City of Hutto, Texas (the “**City**”), under Chapter 431, Texas Transportation Code, as amended (the “**Corporation**”) and upon acceptance by the Authority and the Corporation of this offer, this Purchase Agreement will be binding upon the Authority, the Corporation and the Underwriter. The Bonds will be issued by the Authority under and pursuant to the provisions of the Constitution and the laws of the State of Arizona, including the Industrial Development Financing Act, Title 35, Chapter 5, Section 35-701 *et seq.*, as amended (the “**Act**”), a resolution adopted by the Authority on November 20, 2019 (the “**Resolution**”) and a Trust Agreement dated as of November \_\_, 2019 (the “**Trust Agreement**”), between the Authority and, UMB Bank, N.A., a national banking association], as trustee (the “**Trustee**”). Except as otherwise defined herein, capitalized terms used herein shall have the same meanings as defined in the Trust Agreement and the Limited Offering Memorandum (defined herein).

This offer is made subject to acceptance thereof by the Authority and the Corporation prior to 6:00 P.M., prevailing time in Hutto, Texas, or such other time as may be agreed to by the parties hereto, on the date hereof, and, upon such acceptance, evidenced by the signature of a duly authorized officials of the Authority and of the Corporation in the space provided below, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Authority, the Corporation and the Underwriter.

The Bonds, the premium, if any, and the interest thereon are special, limited obligations of the Authority, payable exclusively from the Trust Estate. The Bonds do not constitute a debt or a loan of credit or a pledge of the full faith and credit or taxing power of the Authority, the Arizona Finance Authority, the Corporation, the State of Arizona, the City of Hutto (the “**City**”), the State of Texas (the “**State**”), or of any political subdivision thereof, within the meaning of any State of Arizona or State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Authority, the Arizona Finance Authority, the State of Arizona, the City, the State or of any political subdivision thereof. The Bonds shall not constitute, directly or indirectly, or contingently obligate or

otherwise constitute a general obligation of or a charge against the general credit of the Authority, but shall be special limited obligations of the Authority payable solely from the sources described in the Trust Agreement, but not otherwise. The Authority has no taxing power.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on the Bonds against any past, present, or future officer, director, counsel, advisor, agent, contractor, consultant or executive director of the Authority, or of any successor to the authority, as such, either directly or through the Authority or any successor to the Authority, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, counsel, advisors, agents, contractors, consultants or executive directors, as such, is expressly waived and released as a condition of and consideration for the execution and issuance of the Bonds.

The term “**Limited Offering Memorandum**” means the offering memorandum, including any addendum thereto, authorized by the Authority as the official sales document(s) to be used by the Underwriter to offer the Bonds to others. The term “**Preliminary Limited Offering Memorandum**” means the Preliminary Limited Offering Memorandum dated November \_\_, 2019.

The words “**Financing Documents,**” when used herein, shall mean, individually and collectively, the following documents: the Trust Agreement, the Loan Agreement, the Note, this Purchase Agreement, the Continuing Disclosure Agreement, the Deed of Trust, the Interlocal Agreement, the Master Development Agreement, the Multi-Party Development Agreement, the Limited Offering Memorandum and any and all other documents or instruments that evidence or are part of the transactions referred to herein or in the Limited Offering Memorandum or contemplated hereby or by the Limited Offering Memorandum; provided, however, that when the words “Financing Documents” are used in the context of the authorization, execution, delivery, approval or performance of Bond Documents by a party hereto, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

The Underwriter is obligated under Rule G-23 of the Municipal Securities Rulemaking Board (the “**MSRB**”) to disclose to the Authority the following information, which the Authority acknowledges and agrees to by signing this Purchase Agreement:

- (i) The bond purchase contemplated by this Purchase Agreement will be an arm’s length, commercial transaction between the Authority and the Underwriter.
- (ii) The Underwriter is not acting as a municipal advisor, financial advisor or fiduciary with respect to the Authority.
- (iii) The Underwriter has not assumed any fiduciary responsibility to the Authority with respect to the underwriting of the Bonds and the Authority has consulted and will continue to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate.

In addition, the Authority acknowledges that MSRB Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors, while recognizing that the Underwriter has financial and other interests that differ from the interests of the Authority. The Underwriter hereby discloses to the Authority that the Underwriter is not required by federal law to act in the best interests of the Authority without regard to the Underwriter’s own financial or other interests. The Underwriter does have a duty to purchase securities from the Authority at a fair and reasonable price, but the Underwriter must balance that duty with its duty to sell the Bonds to investors at prices that are also fair and reasonable. The Underwriter will review the Limited Offering Memorandum for the Bonds in accordance with and as part

of its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

**Section 1. Agreement to Purchase.**

(a) ***Purchase of the Bonds.*** Subject to the terms and conditions and upon the representations and warranties herein set forth, the Underwriter hereby agrees to purchase the Bonds from the Authority for offering to others, in accordance with the terms of the limited offering of the Bonds described in the Limited Offering Memorandum, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the Bonds, at the purchase price of \$\_\_\_\_\_ (consisting of the par amount of the Bonds of \$\_\_\_\_\_, [plus an original issue premium/less original issue discount of \$\_\_\_\_\_,] less an Underwriter's discount of \$\_\_\_\_\_). The Bonds will mature, bear interest, be subject to redemption and be sold at the price indicated in **Exhibit A** hereto. The terms of the Bonds shall be as described more fully in the Trust Agreement.

(b) ***Initial Public Offering.*** The Underwriter hereby agrees to make a bona fide limited offering of the Bonds at not in excess of the initial offering prices (which may be expressed in terms of yield) set forth in **Exhibit A** hereto. The Bonds are being offered and sold only to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "**Securities Act**")).

(c) At the time for the Authority's acceptance hereof, the Authority shall deliver to the Underwriter at least one originally executed copy of this Purchase Agreement, and at the request of the Underwriter, at least one certified copy of the Resolution and, at Closing, one originally executed copy of the Trust Agreement and the Loan Agreement.

(d) The Authority and the Corporation hereby authorize the use by the Underwriter of the Limited Offering Memorandum in connection with the sale of the Bonds and the Authority and the Corporation consent to the use by the Underwriter, prior to the date of this Purchase Agreement, of the Preliminary Limited Offering Memorandum.

**Section 2. Representations and Warranties of the Authority.** The Authority hereby represents and warrants to the Underwriter, as of the date hereof (and to be reaffirmed as of Closing), that:

(a) The Authority is, and as of Closing will be, a nonprofit corporation designated a political subdivision of the State of Arizona, incorporated with the approval of the Arizona Finance Authority, (the "**AFA**") created and existing under the Act. The Authority has all of the necessary power to carry out and consummate the transactions contemplated by this Purchase Agreement, the Bonds, the Trust Agreement, and the Loan Agreement (collectively, the "**Authority Documents**").

(b) The Authority Documents have been duly authorized, and once executed and delivered by the Authority (assuming due authorization and execution by the other parties thereto), will each be in full force and effect.

(c) By official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has approved and authorized the distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and authorized and approved the execution and delivery of the Authority Documents and the consummation by the Authority of the transactions contemplated thereby.

(d) To the Authority's actual knowledge, there is no litigation pending against (as to which the Authority has received service of process) or overtly threatened in writing directly against the Authority or any of its board members in their capacities as such to restrain or enjoin the issuance or sale of the Bonds

or the execution and delivery of the Bonds or the Authority Documents, or in any way affecting or questioning the authority for or the validity of the Bonds or the Authority Documents, or the existence or power of the Authority to use the proceeds from the sale of the Bonds as described in the Loan Agreement.

(e) The Bonds, when delivered in accordance with the Trust Agreement and paid for by the Underwriter on the Closing Date as provided herein, will have been duly authorized, executed, and delivered by the Authority and will be valid and binding special limited obligations of the Authority payable solely from the revenues and other property pledged and assigned for such payment as provided in the Trust Agreement.

(f) All meetings of the board of directors of the Authority at which action was taken in connection with the Authority Documents and the Bonds were duly and legally called and held meetings, and were open to the public at all times, and notice of the time and place of each such meeting was given as required by law.

(g) At the request and expense of the Corporation, the Authority agrees to cooperate with the Underwriter and its counsel in an endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States of America (the "**United States**") as the Underwriter may request; provided, however, the Authority will not authorize the sale of the Bonds in any jurisdiction that requires the Authority to qualify to transact business or consent to the service of process in any such jurisdiction, other than the State of Arizona.

(h) The information in the Preliminary Limited Offering Memorandum relating to the Authority under the headings "**THE AUTHORITY**" and "**LITIGATION – The Authority**" is deemed final by the Authority as of its date within the meaning of paragraph (b)(1) of the 15c2-12 (the "**Rule**") of the Securities and Exchange Commission (the "**SEC**"), and the Authority acknowledges the lawful use by the Underwriter of the Preliminary Limited Offering Memorandum in connection with the offering and sale of the Bonds, subject to compliance with applicable federal and state securities law.

(i) The information relating to the Authority under the headings "**THE AUTHORITY**" and "**LITIGATION - The Authority**" in the Limited Offering Memorandum did not and does not make any untrue statement of a material fact or omit to state a material fact with respect to the Authority necessary to make the statements made with respect thereto, in the light of the circumstances under which they were made, not misleading.

(j) To the knowledge of the Authority, the execution and delivery by the Authority of the Authority Documents and compliance with the provisions on the Authority's part contained therein will not conflict with or constitute a material breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Authority Documents.

(k) The Authority agrees to cause the preparation and delivery to the Underwriter of, at such address as the Underwriter shall specify and in time to accompany confirmations to customers of the Underwriter, but in no event later than the Closing Date, as many copies of the Limited Offering Memorandum (as supplemented and amended from time to time) as the Underwriter shall reasonably request; provided however that such preparation shall be at no cost to the Authority.

**Section 3. Representations and Warranties of the Corporation.** The Corporation hereby represents and warrants to the Underwriter, as of the date hereof (and to be reaffirmed as of Closing), that:

(a) The Corporation is, and as of Closing will be, a Texas non-profit local government corporation validly existing under the laws of the State with the authority to enter into and perform its obligations under this Purchase Agreement.

(b) The Corporation has full power and authority pursuant to the constitution and the laws of the State to (i) enter into and perform its obligations under the Financing Documents and execute and deliver the Limited Offering Memorandum.

(c) Prior to Closing, the Corporation will have taken all action necessary to be taken by it for: (i) the authorization, execution and delivery by the Corporation of the Financing Documents and all other agreements and documents which may be required to be authorized, executed and delivered by the Corporation in order to carry out, give effect to and consummate the transaction contemplated hereby and by the Limited Offering Memorandum.

(d) Assuming the valid authorization, execution and delivery of this Purchase Agreement and the other Financing Documents by the other parties hereto and thereto this Purchase Agreement is, and the other Financing Documents will be, to the extent the Corporation is a party thereto, the legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity, or by laws affecting political subdivisions generally.

(e) This Purchase Agreement has been duly authorized, executed and delivered by the Corporation.

(f) The authorization, execution and delivery by the Corporation of the Financing Documents and the other documents contemplated hereby and by the Limited Offering Memorandum to be executed and delivered by the Corporation and compliance by the Corporation with the provisions thereof do not and will not in any material respect conflict with, or constitute a violation of, breach of, or default under (i) any federal or State constitutional and statutory provision, (ii) any agreement or other instrument to which the Corporation is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Corporation or its property.

(g) No consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained that has not already been obtained by the Corporation as a condition precedent to the execution and delivery by the Corporation of the Financing Documents, or the performance of its obligations thereunder.

(h) The Preliminary Limited Offering Memorandum does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading. The Corporation has no reason to believe and does not believe that such information is materially inaccurate or misleading, and since the date of the Preliminary Limited Offering Memorandum, there have been no material transactions not in the ordinary course of affairs entered into by the Corporation and no material adverse changes in the general affairs of the Corporation as shown in the Preliminary Limited Offering Memorandum, other than as disclosed in or contemplated by the Limited Offering Memorandum. Notwithstanding the foregoing, the Corporation makes no representation or warranty (express or implied) as to the accuracy or completeness of any financial, economic, technical or statistical data or any estimates, projections, assumptions or expressions



of opinion set forth in the Limited Offering Memorandum, including without limitation the Revenue Study included as **Appendix H** or any reference thereto or to the conclusions thereof, or information concerning The Depository Trust Company (“DTC”) provided by DTC, or any information set forth in the sections of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum entitled “**UNDERWRITING.**”

(i) Except as may be disclosed in the Limited Offering Memorandum, there is no action, suit, proceeding, inquiry, investigation or litigation at law or in equity or any proceeding before any governmental agency pending or, to the knowledge of the Corporation, threatened against the Corporation or to which the Corporation is a party the probable outcome of which would materially adversely affect the existence or powers of the Corporation, the transaction contemplated hereby or by the Limited Offering Memorandum or the validity or enforceability in accordance with their respective terms, of the Bonds, the Financing Documents or any agreement or instrument to which the Corporation is a party used or contemplated for use in connection with the transactions contemplated hereby or by the Limited Offering Memorandum, or would have a material adverse effect on the condition, operations or results of operations, financial or otherwise, of the Corporation.

(j) No event of default has occurred and is continuing which constitutes, or with the lapse of time or the giving of notice, or both, would constitute, on the part of the Corporation, a breach of or an event of default under any of the Financing Documents.

(k) Any certificate signed by any Corporation representative and delivered to the Underwriter at Closing or prior thereto shall be deemed a representation and warranty by the Corporation to the Underwriter as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

(l) The Corporation acknowledges that the Authority has furnished for inclusion in the Limited Offering Memorandum only the statements and information appearing therein under the captions entitled “**THE AUTHORITY**” and “**LITIGATION – The Authority,**” solely as such information relates to the Authority, and all other information contained in the Limited Offering Memorandum has been furnished by parties other than the Authority, which other information has not been independently verified by the Authority, its board members, its consultants, its employees, its agents or its counsel.

**Section 4. Closing.** Delivery of and payment for the Bonds shall be made at the offices of Greenberg Traurig, LLP (“**Bond Counsel**”) at 300 West 6<sup>th</sup> Street, Suite 2050, Austin, Texas, at 9:00 A.M. on \_\_\_\_\_, 2019, (the “**Closing Date**”) or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Authority, the Corporation and the Underwriter (such delivery and payment is referred to herein as “**Closing**”). Delivery of the Bonds shall be made to the Underwriter against payment by the Underwriter of the purchase price of the Bonds as set forth in **Section 1(a)** hereof, in immediately available funds to or upon the order of the Authority. The Bonds shall be delivered in definitive form duly executed on the Authority’s behalf pursuant to the Trust Agreement.

**Section 5. Covenants and Agreements of the Corporation.** The Corporation covenants and agrees with the Underwriter as follows:

(a) Neither the Authority nor the Corporation shall supplement or amend the Limited Offering Memorandum or cause the Limited Offering Memorandum to be supplemented or amended without the prior written consent of the Underwriter.

(b) Neither the Authority nor the Corporation shall amend, terminate or rescind, and shall not agree to any amendment, termination or rescission of any Financing Document without the prior written consent of the Underwriter prior to Closing.

(c) If at any time prior to Closing, any event occurs with respect to the Authority or the Corporation as a result of which the Limited Offering Memorandum, as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Authority or the Corporation, as applicable, shall promptly notify the Underwriter in writing of such event. Any information supplied by the Authority or the Corporation, as applicable, for inclusion in any amendments or supplements to the Limited Offering Memorandum will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Prior to Closing, the Corporation shall not create, assume, or guarantee any indebtedness payable from, or pledge or otherwise encumber, the revenues, assets, properties, funds, or interests that will be pledged pursuant to the Trust Agreement.

(e) Neither the Authority, nor the Corporation, shall voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the Authority or the Corporation, as applicable, as set forth in this Purchase Agreement.

(f) Neither the Authority, nor the Corporation will knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Trust Agreement or the Loan Agreement.

(g) The Authority and the Corporation agree to cooperate with the Underwriter in the preparation of any supplement or amendment to the Limited Offering Memorandum deemed necessary by the Underwriter on any date subsequent to the execution of this Purchase Agreement.

**Section 6. Conditions to Closing.** The obligations of the Underwriter hereunder are subject to the performance by the Authority and the Corporation of their respective obligations hereunder at or prior to Closing, and to the accuracy of the representations and warranties of the Authority and the Corporation herein as of the date hereof and as of the Closing Date, and are also subject to the following further conditions, all of which must occur at or prior to Closing (note that the legal opinions described below may be subject to customary qualifications and limitations as are agreed to by the Underwriter prior to the issuance of the Bonds):

(a) The representations, warranties and covenants of the Authority and the Corporation contained herein, in the other Financing Documents shall be true, complete and correct in all material respects as of the Closing Date.

(b) On the Closing Date, (i) the Bonds and the other Financing Documents shall have been duly authorized, executed and delivered by the respective parties thereto and said agreements and instruments shall be in full force and effect as valid and binding agreements between or among the parties thereto; and (ii) the Authority or the Corporation, as applicable, shall perform or have performed its obligations which are required to be performed prior to Closing pursuant to the provisions of the Financing Documents.

(c) The terms of the Bonds shall in all instances be as described in the final Limited Offering Memorandum.

(d) On the Closing Date, all official action of the Authority and the Corporation relating to the Bonds and the other Financing Documents shall have been taken and the Bonds and the other Financing Documents shall be in full force and effect in accordance with their respective terms.

(e) Prior to Closing, the Underwriter shall receive the following certificates, opinions and documents, in each case satisfactory in form and substance to the Underwriter:

(i) **Approving Opinion of Bond Counsel.** The unconditional approving opinion of Bond Counsel, in substantially the form attached to the Limited Offering Memorandum as **Appendix J**, dated the Closing Date, addressed to, or with reliance letters to, the Authority, the Corporation, the Trustee and the Underwriter, relating to the due authorization, execution and delivery of the Bonds, the Trust Agreement and the Loan Agreement, the status of the interest on the Bonds for federal and State income tax purposes and certain other matters, with only such changes thereto as are satisfactory to the Underwriter;

(ii) **Supplemental Opinion of Bond Counsel.** The supplemental opinion of Bond Counsel, dated the Closing Date, in the form set forth in **Exhibit B** hereto, addressed to the Authority, the Corporation and the Underwriter.

(iii) **Opinion of Counsel to the Underwriter.** The opinion of Thompson Coburn LLP, (“**Counsel to the Underwriter**”), dated the Closing Date, in substantially the form set forth in **Exhibit C** hereto;

(iv) **Opinion of Counsel to the Developer.** The opinion of Sandberg Phoenix & von Gontard, P.C., Kansas City, Missouri (“**Counsel to the Developer**”), dated the Closing Date, addressed to the Authority, the Corporation and the Underwriter, in substantially the form set forth in **Exhibit D** hereto.

(v) **Opinion of Counsel to the Authority.** The opinion of Kutak Rock LLP, Scottsdale, Arizona, (“**Counsel to the Authority**”), dated the Closing Date, addressed to the Corporation and the Underwriter, in substantially the form set forth in **Exhibit E** hereto.

(vi) **Opinion of Counsel to the City and the Corporation.** The opinion of McGinnis Lochridge, Austin, Texas (“**Counsel to the City and the Corporation**”), dated the Closing Date, addressed to the Authority, the Corporation and the Underwriter, in substantially the form set forth in **Exhibit F** hereto.

(vii) **Closing Certificates.** General closing certificates evidencing compliance with applicable conditions to the Closing executed by (A) the Authority, (B) the Underwriter, (C) the Developer, (D) the Corporation and (E) the Trustee;

(viii) **Developer Certificates.** The Underwriter shall receive a certificate from Legacy Hutto, LLC, a Missouri limited liability company, in substantially the form attached hereto as **Exhibit G**;

(ix) **Financing Documents.** Executed counterparts of the Financing Documents, executed by the parties thereto;

(x) **Specimen Bond.** Specimen of the Bonds;

(xi) **Letter of Representations.** DTC’s Blanket Letter of Representation;

(xii) **Receipt for Bonds and Receipt for Purchase Price.** Receipt for the Underwriter for the Bonds and of the Authority (or the Trustee) for the purchase price of the Bonds; and

(xiii) **Additional Documents.** Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy as of the Closing Date of the representations and warranties of the Authority and the Corporation contained in this Purchase Agreement and the due performance or satisfaction by the Authority and the Corporation at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority or the Corporation, as applicable, pursuant to this Purchase Agreement.

If the Authority or the Corporation shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds on the Closing Date shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter, the Corporation, nor the Authority shall be under further obligation hereunder; except that the obligations as provided in **Section 10** hereof shall continue in full force and effect.

**Section 7. Cancellation of this Purchase Agreement.** The Underwriter shall have the right to cancel this Purchase Agreement by notification to the Authority and the Corporation, if at any time subsequent to the date of this Purchase Agreement and at or prior to Closing:

(a) Any legislation, ordinance, rule, or regulation shall be introduced in or be enacted by any governmental body, department, or agency in the State, or a decision by any court of competent jurisdiction shall be rendered which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds, or the ability of the Underwriter to enforce contracts for the sale thereof.

(b) A stop order, ruling, regulation, or official statement by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall be proposed, issued, or made or to the effect that the issuance, offering or sale obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby, or by the Limited Offering Memorandum, is in violation or would be in violation of any provision of the federal or state securities laws, the Securities Act, or the registration provisions of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and as then in effect, or the qualification provisions of the Trust Indenture Act.

(c) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under or from other requirements of the Securities Act or the Exchange Act as then in effect, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act.

(d) Any event shall have occurred, or information become known which, in the Underwriter's opinion, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum or has the effect that the Limited Offering Memorandum as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities by any governmental authority or by any national securities exchange.

(f) Any national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter.

(g) A general banking moratorium shall have been established by federal, New York, or Colorado authorities.

(h) Trading in any securities of the Authority's shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened against the Authority by the SEC.

(i) A war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have been instigated or escalated, or any other event relating to the operation of government or the financial community shall have occurred which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds, or the ability of the Underwriter to enforce contracts for the sale thereof.

The Underwriter acknowledges that no such event exists as of the date hereof that would permit the Underwriter to cancel its obligations pursuant to this Bond Purchase Agreement.

**Section 8. Contingency of Obligations.** The obligations of the Authority and the Corporation hereunder are subject to the performance by the Underwriter of its obligations hereunder.

**Section 9. Duration of Representations, Warranties, Agreements and Covenants.** All representations, warranties, agreements and covenants of the Authority and the Corporation are made as of the Closing Date and shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, the Corporation and the Authority and shall survive the Closing Date. The obligations under **Section 10** hereof shall survive any termination of this Purchase Agreement.

**Section 10. Expenses and Compensation.** The Underwriter shall be under no obligation to pay any expenses incident to the performance of the obligations of the Authority or the Corporation hereunder. The Corporation will pay or cause to be paid, but only from the proceeds of the Bonds and not from any other source or funds of the Corporation, all reasonable expenses incident to the performance of its obligations and the obligations of the Underwriter under this Purchase Agreement, including, but not limited to, mailing or delivery of the Bonds, costs of printing the Bonds, the fees and disbursements of Bond Counsel, Counsel to the Underwriter, Counsel to the Authority, Counsel to the City and the Corporation, and the City's financial advisor, Counsel to the Master Developer and the Master Developer's financial advisor, the fees and expenses of the Authority's, the City's and the Corporation's accountants and other consultants, fees and charges of the Trustee, paying agent or other agent retained in connection with the payment of, or the administration of the payment of, the Bonds, fees to register the Bonds with DTC, CUSIP fees, regulatory fees, clearing and delivery fees and all other out of pocket expenses incurred by the Underwriter in connection with its purchase and offering of the Bonds. If the Bonds are not issued, the Corporation shall have no liability for payment of such fees.

**Section 11. Limited Offering Memorandum.**

(a) The Corporation shall provide and shall cause its advisors to provide such information, access to records, and other cooperation as the Underwriter may reasonably request in connection with the preparation of the Limited Offering Memorandum for use in connection with the distribution of the Bonds by the Underwriter. The Corporation authorizes the use of the Limited Offering Memorandum by the Underwriter and others in connection with the distribution of the Bonds, and if requested by the



Underwriter, shall cause the Limited Offering Memorandum to be executed on behalf of the Corporation by one of its authorized officials.

(b) The Underwriter represents that the limited offering of the Bonds is exempt from the continuing disclosure requirements of Rule 15c2-12 of the SEC.

(c) The Corporation hereby agrees to deliver to the Underwriter, within the earlier of: (i) seven (7) business days after the date of acceptance hereof by the Corporation or (ii) one day prior to Closing, sufficient copies of the final version of the Limited Offering Memorandum as may be reasonably requested by the Underwriter. The Underwriter has determined that such delivery date is in sufficient time to permit the Limited Offering Memorandum to accompany any confirmation that requests payment from any customer of the Underwriter.

**Section 12. Amendments to Limited Offering Memorandum.** The Corporation covenants and agrees to promptly notify the Underwriter if, during the period commencing on the date hereof through the date 25 days after the “end of the underwriting period,” as hereinafter defined, any event relating to or affecting the Corporation shall occur as a result of which it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Limited Offering Memorandum in order to make the information in the Limited Offering Memorandum not misleading in the light of the circumstances then existing. In any such event, the Corporation shall at its expense promptly amend or supplement the Limited Offering Memorandum in any form and manner jointly approved by the Authority, the Corporation and the Underwriter so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading; and the Corporation shall furnish to the Underwriter (a) a reasonable number of copies of the supplement or amendment to the Limited Offering Memorandum and (b) if such notification shall be subsequent to the Closing Date, such legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum.

The “end of the underwriting period” means the Closing Date, unless the Underwriter advises the Authority in writing on such Closing Date that, as of such date, there remains an unsold balance of the Bonds, in which case the “end of the underwriting period” means the date as of which the Underwriter notifies the Authority and the Corporation that the Underwriter no longer retains an unsold balance of the Bonds for sale to the public; however, in no event shall the “end of the underwriting period” extend beyond the date 60 days from the Closing Date. The Underwriter shall provide to the Authority and the Corporation upon request such information as may be reasonably required by the Authority and the Corporation in order to determine whether the “end of the underwriting period” for the Bonds has occurred with respect to the unsold balance of Bonds that are held by the Underwriter for sale to the public within the meaning of Rule 15c2-12 of the SEC.

**Section 13. Indemnification.**

(a) By the Corporation.

(i) The Corporation, to the extent permitted by law, agrees to pay, defend, protect, indemnify, and hold each of Bond Counsel, the Underwriter and any current, former or future member, director, officer, agent or employee of the Underwriter and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Underwriter through the ownership of voting securities, by contract or otherwise, or who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, and each and all and any of them, Underwriter’s Counsel, the Trustee, the Authority, its counsel, the AFA, the State of Arizona and each of their respective directors, officers, members, employees, counsel, advisors, consultants and agents, and

each person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (each an **“Indemnified Party”** and all collectively referred to herein as the **“Indemnified Parties”**) harmless for, from, and against any and all losses, causes of action (whether in contract, tort, or otherwise), claims, costs, damages, demands, judgments, liabilities, suits, and expenses (including, without limitation, reasonable costs of investigation, and attorneys’ fees and expenses) of every kind, character, and nature whatsoever (individually and collectively, the **“Liabilities”**) directly or indirectly arising from or relating to any untrue or misleading statement of a material fact regarding the Corporation or the Corporation’s operations contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or alleged untrue or misleading statement regarding the Corporation or the Corporation’s operations or caused by any omission or alleged omission from the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum of any material fact necessary to be stated therein regarding the Corporation or the Corporation’s operations in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(ii) The Corporation, to the extent permitted by law, further agrees to pay, defend, protect, indemnify, and hold each of the Authority, the AFA, the State of Arizona and each of its directors, officers, members, employees, counsel, advisors, consultants and agents (each an **“Authority Indemnified Party”** and collectively the **“Authority Indemnified Parties”**) harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to the Bonds, the Loan, the Loan Agreement, the Project, the Trust Agreement, or any document related to the issuance and sale of the Bonds, including, but not limited to, the following:

- (A) any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the use, non-use, condition, or occupancy of the Project or any part thereof;
- (B) violation of any agreement, covenant, or condition of the Financing Documents;
- (C) violation of any agreement, contract, or restriction relating to the Project;
- (D) violation of any law, ordinance, or regulation affecting the Project or any part thereof or the ownership, occupancy, or use thereof;
- (E) the issuance and sale of the Bonds or any of them; and
- (F) any statement, information, or certificate furnished by the Corporation to the Authority which is misleading, untrue, incomplete, or incorrect in any respect.

(iii) The Corporation, to the extent permitted by law, also agrees to pay, defend, protect, indemnify, and hold harmless each of the Authority Indemnified Parties for, from, and against any and all Liabilities directly or indirectly arising from or relating to (a) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by or to the Authority, the AFA or the State of Arizona pertaining to the Bonds, and (b) any fraud or misrepresentations or omissions contained in the proceedings of the Authority, the AFA or the State of Arizona relating to the issuance of the Bonds or pertaining to the financial condition of the Corporation which, if known to the Underwriter, might be considered a factor in such person’s decision to purchase the Bonds; provided, however, nothing in this subsection shall be deemed to provide the Authority with indemnification for any omissions or misstatements of the Authority contained in the Limited Offering

Memorandum under the sections captioned “**THE AUTHORITY**” or “**LITIGATION – The Authority,**” as such sections relate solely to the Authority.

(iv) Paragraphs (ii) and (iii) are intended to provide indemnification to each Authority Indemnified Party for his or her active or passive negligence or misconduct; provided, however, that nothing in paragraphs (ii) and (iii) shall be deemed to provide indemnification to any Authority Indemnified Party with respect to any Liabilities arising from the fraud, gross negligence, or willful misconduct of such Authority Indemnified Party.

(v) Any party entitled to indemnification hereunder shall notify the Corporation of the existence of any claim, demand, or other matter to which the Corporation’s indemnification obligation applies, and shall give the Corporation a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Indemnified Party; provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If the Indemnified Party is advised in an opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the Corporation or if the Corporation shall, after receiving notice of the Corporation’s indemnification obligation, as the case may be, and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Corporation. The Corporation shall be responsible for the reasonable counsel fees, costs, and expenses of the Indemnified Party in conducting its defense.

(vi) The Indemnified Parties and the Authority Indemnified Parties, other than the Authority, shall be considered to be intended third party beneficiaries of this Purchase Agreement for purposes of paragraphs (i) - (v) of this **Section 13(a)**. The provisions of paragraphs (i) to (v) of this **Section 13(a)** shall be in addition to all liability that the Corporation may otherwise have and shall survive any termination of this Purchase Agreement, the offering and sale of the Bonds, and the payment or provision for payment of the Bonds.

(b) By the Underwriter.

(i) The Underwriter agrees to pay, defend, protect, indemnify, and hold harmless each of the Indemnified Parties and the Corporation, and their respective members, directors, officers, counsel, advisors and agents (each an “**Obligated Entity Indemnified Party**” and all collectively referred to as the “**Obligated Entity Indemnified Parties**”) for, from, and against any and all Liabilities directly or indirectly arising from or relating to any untrue statement or alleged untrue statement contained in the Limited Offering Memorandum, or omission or alleged omission of a material fact from the Limited Offering Memorandum, but only with respect to untrue statements or alleged untrue statements and omissions or alleged omissions, in connection with debt service schedules provided by the Underwriter, redemption dates and the information under the caption “**UNDERWRITING.**”

(ii) The Underwriter agrees to pay, defend, protect, indemnify, and hold harmless each of the Indemnified Parties and the Obligated Entity Indemnified Parties for, from and against any and all Liabilities directly or indirectly arising from or relating to the Underwriter’s violation of federal or state securities laws in the initial sale of the Bonds.

(iii) Paragraphs (i) and (ii) of this **Section 13(b)** are intended to provide indemnification to each Indemnified Party and each Obligated Entity Indemnified Party for his or her active or passive negligence or misconduct; provided, however, that nothing in paragraphs (i) and (ii) above shall be deemed to provide indemnification to any Indemnified Party or any Obligated Entity Indemnified Party

with respect to any Liabilities arising from the fraud, gross negligence, or willful misconduct of such Indemnified Party, or the fraud, or willful misconduct of such Obligated Entity Indemnified Party.

(iv) Any party entitled to indemnification hereunder shall notify the Underwriter of the existence of any claim, demand, or other matter to which the Underwriter's indemnification obligation applies, and shall give the Underwriter a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the Indemnified Party or the Obligated Entity Indemnified Party, as the case may be; provided that the Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, shall at all times also have the right to fully participate in the defense. If the Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, is advised in an opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the Underwriter or if the Underwriter shall, after receiving notice of the Underwriter's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose reasonably satisfactory to the Authority Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, the Authority Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Underwriter. The Underwriter shall be responsible for the reasonable counsel fees, costs, and expenses of the Authority Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, in conducting its defense.

(v) The Indemnified Parties, other than the Authority, and the Obligated Entity Indemnified Parties, other than the Corporation, shall be considered to be intended third party beneficiaries of this Purchase Agreement for purposes of paragraphs (i) to (iv) above. The provisions of paragraphs (i) to (iv) of this **Section 13(b)** shall be in addition to all liability which the Underwriter may otherwise have and shall survive any termination of this Purchase Agreement, the offering and sale of the Bonds, and the payment or provision for payment of the Bonds.

(c) **Contribution to Indemnification.** While the Corporation and the Underwriter both understand and agree that the provisions of this **Section 13(c)** do not in any way bind the Authority and the Authority Indemnified Parties and such provisions shall have no effect whatsoever on any other section contained herein other than Sections 13(a) and **13(b)** above, in order to provide for just and equitable contribution in circumstances in which the indemnity provided for in **Sections 13(a)** or **13(b)** is for any reason held to be unavailable, the Corporation and the Underwriter agree, to the extent permitted by law, that each shall contribute proportionately to the aggregate Liabilities to which the Corporation and the Underwriter may be subject, so that the Underwriter is responsible for that portion represented by the percentage that the fees paid by the Corporation to the Underwriter in connection with the issuance and sale of the Bonds bears to the aggregate offering price of the Bonds, with the Corporation responsible for the balance; provided, however, that in no case shall the Underwriter be responsible for any amount in excess of the fees paid by the Corporation to the Underwriter in connection with the issuance and sale of the Bonds except for any amount due to and/or the result of the fraud, gross negligence or intentional misconduct of the Underwriter.

**Section 14. Notices.** All notices provided for in this Purchase Agreement shall be made in writing either by physical delivery of the notice to the party entitled thereto or by sending the notice by air courier or mailing by certified or registered mail, return receipt requested, in the United States mail to the address as stated below (or at such other address as may have been designated by written notice) of the party entitled thereto. The notice shall be deemed to be received in case of physical delivery on the date of its actual receipt by the party entitled thereto, in case of delivery by air courier on the date of delivery, and in case of mailing on the date of receipt by United States mail, postage prepaid.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing and mailed or delivered to the Authority and the Underwriter at the following addresses:

D.A. Davidson & Co.  
1550 Market Street, Suite 300  
Denver, Colorado 80202

Arizona Industrial Development Authority  
c/o Kutak Rock LLP  
8601 North Scottsdale Road, Suite 300  
Scottsdale, AZ 85253  
Attention: President

With a copy to:

Kutak Rock LLP  
8601 North Scottsdale Road, Suite 300  
Scottsdale, AZ 85253  
Attention: Kelly A. McGuire, Esq.  
Email: [Kelly.McGuire@KutakRock.com](mailto:Kelly.McGuire@KutakRock.com)

Cottonwood Development Corporation  
c/o City of Hutto, Texas  
500 W. Live Oak St.  
Hutto, Texas 78634

With a copy to:

McGinnis Lochridge  
600 Congress Avenue, Suite 2100  
Austin, Texas 78701  
Attention: William H. Bingham  
Email: [bbingham@mcginnislaw.com](mailto:bbingham@mcginnislaw.com)

Greenberg Traurig, LLP  
1000 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Attention: Franklin D. R. Jones, Jr.  
Email: [jonesf@gtlaw.com](mailto:jonesf@gtlaw.com)

**Section 15. Parties in Interest.** This Purchase Agreement is made solely for the benefit of the Authority, the Corporation and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the, shall acquire or have any right hereunder or by virtue hereof. This Purchase Agreement shall not be assignable by the Authority or the Corporation. A person or other legal entity shall not be deemed to be the successor or assign of the Underwriter solely by reason of having purchased one of the Bonds, some of the Bonds or all of the Bonds.

**Section 16. Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Arizona, without reference to any choice of law principles except as such laws may be preempted by any federal rules, regulations and laws applicable to the Authority. The parties hereto expressly acknowledge and agree that any judicial action to



interpret or enforce the terms of this Purchase Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona, in and for the County of Maricopa, the United States District Court in and for the District of Arizona, or any United States Bankruptcy Court in any case involving or having jurisdiction over the Corporation or the Project.

**Section 17. Headings.** The headings of the paragraphs of this Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

**Section 18. Effectiveness; Form of Signatures.** This Purchase Agreement shall become effective upon the Authority's acceptance hereof, as evidenced by the signature of an authorized Authority representative. This Purchase Agreement may be signed via facsimile or electronically, transmitted in PDF format or otherwise, and the signatures of the parties hereto in any such form shall be binding and of full force and effect as if such signatures were originals signatures of such parties.

**Section 19. Counterparts.** This Purchase Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

**Section 20. Cancellation of State Contracts.** As required by the provisions of Arizona Revised Statutes Section 38-511, notice is hereby given that the State of Arizona, its political subdivisions or any other departments or agencies of either may, within three years of its execution, cancel any contracts, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor of the State of Arizona or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. Each of the parties hereby certifies that it is not presently aware of any violation of Arizona Revised Statutes Section 38-511 which would adversely affect the enforceability of this Purchase Agreement and covenants that it will take no action which would result in a violation of such Section.

[Signature page follows]

Please indicate your acceptance of this offer by signing below.

Very truly yours,

D.A. DAVIDSON & CO.

By \_\_\_\_\_  
Zachary Bishop, Managing Director

Accepted and agreed to as of this  
\_\_\_\_ day of November, 2019, at  
\_\_\_\_ a.m./p.m.

ARIZONA INDUSTRIAL DEVELOPMENT  
AUTHORITY

By \_\_\_\_\_  
Name: Victor Riches  
Title: President

Accepted and agreed to as of this  
\_\_\_\_ day of November, 2019, at  
\_\_\_\_ a.m./p.m.

COTTONWOOD DEVELOPMENT CORPORATION

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

Accepted and agreed to as of this  
\_\_\_\_ day of November, 2019, at \_\_\_\_ a.m./p.m

**EXHIBIT A**  
**BOND PRICING**

A-1

**EXHIBIT B**  
**FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL**

B-1

## EXHIBIT C

### FORM OF OPINION OF UNDERWRITER'S COUNSEL

D.A. Davidson & Co.  
Denver, Colorado

Re: \$ \_\_\_\_\_ Arizona Industrial Development Authority, Taxable Revenue Bonds, Series 2019  
(Hutto Perfect Game Development Project)

Ladies and Gentleman:

We have acted as counsel to D.A. Davidson & Co. (the "Underwriter") in connection with its purchase of the above-referenced Bonds pursuant to the Bond Purchase Agreement dated November \_\_, 2019 (the "Purchase Agreement") by and between the Arizona Industrial Development Authority (the "Authority") and the Underwriter. Capitalized terms not otherwise defined herein have the meanings given such terms in the Limited Offering Memorandum (hereinafter defined).

As counsel to the Underwriter, we have examined executed counterparts of the (a) Bond Purchase Agreement, (b) Continuing Disclosure Agreement dated December \_\_, 2019 and (c) the resolution adopted by the Authority on November 20, 2019 (the "Resolution") approving, among other things, the execution of the Trust Agreement, the Loan Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement and the issuance of the Bonds. We have also examined and relied upon the originals or copies, certified or otherwise identified to our satisfaction, of the Preliminary Limited Offering Memorandum dated November \_\_, 2019 relating to the Bonds, the final Limited Offering Memorandum dated November \_\_, 2019 relating to the Bonds (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"), the opinions delivered on this date by Greenberg Traurig, LLP, Austin, Texas, as Bond Counsel ("Bond Counsel"), Sandberg Phoenix & von Gontard, P.C., Kansas City, Missouri, as counsel to the Developer ("Counsel to the Developer"), McGinnis Lochridge, Austin, Texas, as counsel to the City and the Corporation ("Counsel to the City and the Corporation") and such other documents, certificates, letters, opinions, records, instruments and laws as we have deemed necessary or advisable for purposes of this opinion.

In connection with the preparation of the Limited Offering Memorandum, we have generally reviewed information furnished to us by, and have participated in conferences with, representatives of the City, Bond Counsel, the Trustee, the Developer, Counsel to the Developer, Council to the City and the Corporation, and the Underwriter.

We are not passing upon and do not assume any responsibility for the accuracy, completeness, adequacy or fairness of any of the statements contained in the Limited Offering Memorandum and make no representation that we have independently verified the accuracy, completeness or fairness of such statements. To assist you in your investigation concerning the Limited Offering Memorandum, however, we have reviewed and have participated in conferences in which the contents of the Limited Offering Memorandum were discussed. During the course of our work on this matter, based upon the aforementioned review and discussion, in reliance upon the accuracy of the information contained in the aforementioned documents, certificates, opinions, letters and instruments and subject to the qualifications expressed herein, nothing has come to our attention which leads us to believe that the Limited Offering Memorandum contains, as of the date hereof, any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, taking into consideration the omission of certain information from the Preliminary Limited Offering Memorandum, such as offering prices, interest rates, selling commission,



aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the purchaser and other terms of the Bonds depending on such matters. We express no opinion, however, as to any financial, technical or statistical data or any estimates, assumptions, projections, forecasts or expressions of opinions included in the Limited Offering Memorandum or any appendix thereto. We also express no opinion as to information relating to The Depository Trust Company or its book-entry only system. We further express no opinion as to the ability of the 'Authority to comply with its obligations under the Trust Agreement or the Corporation to comply with its obligations under the Loan Agreement.

Assuming the validity of the Bonds, as set forth in the opinions of Bond Counsel issued as of the date hereof, we are of the opinion that the Bonds are not required to be registered under the Securities Act of 1933, as amended, and the Trust Agreement is not required to be qualified under the Trust Indenture Act of 1939, as amended.

The opinions expressed herein are expressed as of the date hereof, and we assume no obligation to revise or supplement this opinion or to advise the addressee hereof of any facts or circumstances or changes concerning the above, whether or not deemed material, that may hereafter come or be brought to our attention, including but not limited to, changes that could result from pending or future legislation, law or jurisprudence. We express no opinion herein with respect to the exclusion from federal or state income taxation of the interest on the Bonds.

This letter is furnished to you by us as counsel to the Underwriter, is solely for your benefit, is not to be circulated by you to potential purchasers of the Bonds and may not be used or relied upon by, or published or communicated to, anyone other than the addressee of this opinion for any purpose whatsoever without our prior written consent in each instance. Our consent is hereby given to include a copy of this opinion in the transcript of proceedings relating to the Bonds.

This letter expresses our legal opinions as to the matters set forth herein and is based upon our professional knowledge and judgment at this time; however, it is not to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinions set forth herein.

Very truly yours,

**EXHIBIT D**  
**FORM OF OPINION OF DEVELOPER'S COUNSEL**

D-1

**EXHIBIT E**  
**FORM OF OPINION OF COUNSEL TO THE AUTHORITY**

**EXHIBIT F**  
**FORM OF OPINION OF COUNSEL TO THE CITY AND CORPORATION**

**EXHIBIT G**

to

**BOND PURCHASE AGREEMENT**

**FORM OF CERTIFICATE OF REPRESENTATIONS  
AND INDEMNIFICATION AGREEMENT  
OF DEVELOPER**

\$ \_\_\_\_\_

**ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY  
TAXABLE REVENUE BONDS, SERIES 2019  
(HUTTO PERFECT GAME DEVELOPMENT PROJECT)**

Legacy Hutto, LLC, a Missouri limited liability company (the “**Master Developer**”), for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, makes the following representations and agreement to and with D.A. Davidson & Co. (the “**Underwriter**”) and Thompson Coburn LLP (“**Underwriter’s Counsel**”). All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Limited Offering Memorandum dated November \_\_, 2019, relating to the offer and sale of the Bonds (the “**Limited Offering Memorandum**”).

**Representations**

The Master Developer hereby certifies in connection with the issuance by the Arizona Industrial Development Authority (the “**Authority**”) of the above captioned bonds (the “**Bonds**”) that, as of the date hereof (except as disclosed in the Limited Offering Memorandum):

(a) The Master Developer is a Missouri limited liability company, is duly organized, validly existing, in good standing under the laws of their state of incorporation and authorized to transact business under the laws of the State of Missouri.

(b) The Master Developer consents to the references to the Master Developer in the Preliminary Limited Offering Memorandum dated November \_\_, 2019 (the “**Preliminary Limited Offering Memorandum**”) and in the Limited Offering Memorandum. The information contained in the sections of the (1) Confidential Financing Summary and Project Description captioned “**PROJECT AND PROPERTY**” and “**SUMMARY OF FINANCING**” and (2) Preliminary Limited Offering Memorandum and the Limited Offering Memorandum captioned “**THE PROJECT**,” “**THE MASTER DEVELOPMENT AGREEMENT**,” “**THE MASTER DEVELOPER**,” and “**RISK FACTORS – Development Risk**” “– **Certain Risks Related to Real Estate Investment and Development**,” “– **Land Development Costs and Financing Risk**,” “– **Failure of Master Developer to Reach Certain Milestones**,” and “– **Projections and Absorptions Provided by Master Developer**,” as well as the information in the remaining portions of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum which specifically refers to the Master Developer, the Project and/or the Development as currently anticipated by the Master Developer and the City and as described in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the “**Covered Portions**”), was, to the knowledge of the Master Developer, as of its date, and is on the date hereof, true and correct in all material respects and information in such Covered Portions did not as of its date, and does not on the date hereof, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under



which they were made, not misleading. To the knowledge of the Master Developer, since the date of the Limited Offering Memorandum, there has not been any material adverse change in the financial position or results of operation of the Master Developer, or in its business or any material adverse change affecting the activities of the Master Developer related to the Development as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum.

(c) The Master Developer has reviewed the Revenue Study, which report is appended to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, and, based on such review, to the knowledge of the Master Developer, there are no facts or information contained in the Revenue Study which would cause the Master Developer to believe that the projections of Pledged Revenues, market values, and inflation assumptions concluded by the author contained in such Revenue Study are unreasonable.

(d) To the knowledge of the Master Developer, no event of default has occurred and is continuing, and there has not occurred and is continuing any event or condition which, with the passage of time or giving of notice or both, would constitute an event of default, under (i) any indenture, mortgage or note to which the Master Developer or any other related entities to the Master Developer are a party or by which they are bound, or (ii) any other agreement or note to which the Master Developer or any other related entities to the Master Developer are a party or by which they are bound, to the extent that such event of default or event or condition could have a material adverse effect on the Master Developer's ability to perform its obligations under the Master Development Agreement; and, to the Master Developer's knowledge, no violation has occurred and is continuing, and there has not occurred any event or condition which with the passage of time or giving of notice or both would constitute a violation of any provision of any existing law, rule, regulation, ordinance, resolution, judgment, order or decree to which the Master Developer or any of its members or shareholders, in such capacity is subject, to the extent that such violation could reasonably have a material adverse effect on the Master Developer's ability to perform its obligations under the Master Development Agreement.

(e) Other than for any matters described in the Limited Offering Memorandum, there are no claims, actions, or proceedings or investigations pending against the Master Developer or, to the knowledge of the Master Developer, threatened, which could affect the Project or the security for the Bonds.

(f) No bankruptcy proceedings, liquidation proceedings, dissolution proceedings, or claims of securities law violations are pending or threatened against the Master Developer, and no such bankruptcy, liquidation, or dissolution proceedings have been commenced or are expected to be commenced by the Master Developer.

(j) The Master Developer has the power and authority to enter into the Continuing Disclosure Agreement, dated as of the date hereof, among the Master Developer, the Corporation and UMB Bank, N.A., as Dissemination Agent (the **"Continuing Disclosure Agreement"**), and the Developer has the power and authority to consummate the transactions to which the Developer is or is to be a party as contemplated in the Limited Offering Memorandum. The performance of the Developer's obligations under the Continuing Disclosure Agreement and the consummation of the transactions to which the Developer is or is to be a party as contemplated in the Limited Offering Memorandum, and such transactions do not and will not conflict with, or constitute on the part of the Developer a violation of, or a breach of or default under (which violation, breach or default has not been waived or consented to in writing), (i) the Developer's organizational documents, (ii) any indenture, mortgage, note or other agreement or instrument to which the Developer is a party or by which it is bound, or (iii) to the Developer's knowledge, any applicable existing law, rule, regulation, ordinance, resolution, judgment, order or decree to which the Developer or any of its members is subject.

## Indemnification and Contribution

(a) The Master Developer will indemnify and hold harmless (i) the Underwriter, its agents, officers, directors or employees, and each person, if any, who controls the Underwriter within the meaning of the federal securities law, and (ii) Underwriter's Counsel (each an **"Indemnified Party"**), against any and all losses, claims, damages, liabilities, expenses (including attorneys' fees), causes of action (whether in contract, tort or otherwise), suits, demands and judgments of any kind (collectively, the **"Liabilities"**) asserted against an Indemnified Party to the extent such Liabilities arise out of or are based on the assertion that the Master Developer has knowingly made an untrue statement of a material fact or an omission or alleged omission to state a material fact necessary to make the statements in the Covered Portions, in light of the circumstances under which they were made, not misleading.

(b) Promptly upon receipt of notice of the commencement of any action against an Indemnified Party in respect of which indemnity or reimbursement may be sought from the Master Developer on account of this agreement contained in this section, notice shall be given to the Master Developer in writing of the commencement thereof, together with a copy of all papers served, but the omission to notify the Master Developer of any such action shall not release the Master Developer from any liability which they may have to an Indemnified Party. This indemnity includes reimbursement for expenses reasonably incurred by an Indemnified Party in investigating the claim and in defending it if the Master Developer declines to assume the defense, but only if the Indemnified Parties actually incur losses as described above. The indemnity agreement contained in this paragraph shall survive the delivery of the Bonds and shall survive any investigation made by or on behalf of an Indemnified Party.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in paragraph (a) above is for any reason held to be unavailable, the Master Developer and each Indemnified Party shall contribute proportionately to the aggregate Liabilities to which the Master Developer and the Indemnified Parties may be subject, in accordance with the relative benefits received by the Master Developer and each Indemnified Party, and also on the relative fault of the Master Developer and each Indemnified Party in connection with the statements, acts or omissions which directly resulted in such Liabilities, and any relevant equitable considerations shall also be considered; provided, however, that in no case shall any Indemnified Party be responsible for any amount in excess of the aggregate amount of fees paid to such Indemnified Party in connection with the marketing and sale of the Bonds.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate of Representations and Indemnification Agreement on this \_\_\_ day of December 2019.

**LEGACY HUTTO, LLC,**  
a Missouri limited liability company

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

**EXHIBIT D**  
**CONTINUING DISCLOSURE AGREEMENT**

## CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of December 1, 2019 (the **“Continuing Disclosure Agreement”**) is executed and delivered by the Cottonwood Development Corporation, a Texas non-profit local governmental corporation (the **“Corporation”**), formed by the City of Hutto, Texas (the **“City”**) under Chapter 431, Texas Transportation Code, as amended, Legacy Hutto, LLC, a Missouri limited liability company (the **“Master Developer”**), and UMB Bank, N.A., national banking association organized and existing under the laws of the United States of America, as dissemination agent (the **“Dissemination Agent”**).

### RECITALS

1. In order to promote economic development within its boundaries, the has entered into a development agreement, dated September 20, 2019 (the **“Master Development Agreement”**) with the Master Developer pursuant to which the parties have agreed to develop a mixed-use development consisting of various uses, including by not limited to, office, commercial, retail, residential, public athletic fields, recreational and entertainment, hotel and aquatic attractions, and other complementary uses (the **“Project”**) on approximately 319 acres of land (the **“Land”**) within the City (the **“Development Area”**).

2. To assist the City with the development of the Project, the City and the Corporation have entered into an Interlocal Agreement to be dated the date of issuance of the Bonds (the **“Interlocal Agreement”**), to authorize the Corporation to enter into a loan agreement to finance (i) the costs of the Land and certain public improvements related to the Project and (ii) the payment of certain of the City’s and Master Developer’s pre-development cost for the Project. The City has agreed and has commenced the process to create a public improvement district under Chapter 372 of the Texas Local Government Code, (the **“District”**), to access PID special assessments within the District and Reinvestment Zone Number Two, City of Hutto, Texas, a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code (the **“Reinvestment Zone”**), to facilitate the development of the Project, and to make grant payments to the Corporation from PID special assessments generated within the District, incremental property tax revenue generated within the Reinvestment Zone, and incremental hotel occupancy and general sales taxes generated within the Development Area pursuant to the Interlocal Agreement (the **“Pledged Revenues”**).

3. The Arizona Industrial Development Authority (the **“Authority”**), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona (the **“State”**), incorporated with the approval of the Arizona Finance Authority, pursuant to the provisions of the Constitution and the laws of the State and Title 35, Chapter 5, Section 35-701 *et seq.*, Arizona Revised Statutes, as amended (the **“Act”**), is authorized to issue bonds to provide financing or refinancing for projects located in whole or in part outside of the State, including projects consisting of facilities owned or operated by a non-profit organization. The Land and public improvements to be owned by the Corporation constitutes a project for purposes of the Act.

4. The Act authorizes the Authority to make secured or unsecured loans for the purpose of financing or refinancing the acquisition, construction, improvement, equipping or operating of a “project” (as defined in the Act), and to pledge the proceeds of loan agreements as security for the payment of the principal and interest of any bonds issued by the Authority, and any agreements made in connection with the loan whenever the Board of Directors of the Authority finds the loans to further advance the interest of the Authority or the public.



5. The Corporation has applied to the Authority to issue bonds on the Corporation's behalf and to make a loan to the Corporation to finance and/or refinance certain of the costs of the acquisition of the Land, pre-development costs associated with the Project and other costs required in connection therewith, and the Authority has accepted such application.

6. In order to provide a portion of the funds to so finance such costs, the Authority has agreed to issue its Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the "**Bonds**"), in the aggregate principal amount of not to exceed \$60,000,000, the net proceeds of which shall be used to make a loan to the Corporation which it will use (i) to finance and/or refinance, as applicable, the Project, (ii) fund capitalized interest on the Series 2019 Bonds, (iii) fund the Surplus Fund, and (iv) pay the costs of issuing the Series 2019 Bonds.

7. The Authority will loan the proceeds of the Bonds to the Corporation pursuant to a Loan Agreement, dated as of December 1, 2019 (the "**Loan Agreement**"), pursuant to which, among other things, the Corporation has agreed to secure its obligations under the Loan Agreement by executing a Deed of Trust and pledging its right to receive the Pledged Revenues. Pursuant to the Loan Agreement, the Corporation will execute a note (the "**Note**") and will make payments to the Trustee, as assignee of the Authority, in amounts sufficient to pay the principal of and interest on the Bonds.

8. The Bonds are being issued pursuant to a Trust Agreement, dated as of December 1, 2019 (the "**Trust Agreement**"), between the Authority and UMB Bank, N.A., as trustee (the "**Trustee**").

9. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the Authority of the Bonds.

10. The Bonds are being offered by the Authority only to Qualified Institutional Buyers as defined in Rule 144A promulgated under the Securities Act of 1933, as amended. By their acceptance of the Bonds, each purchaser of the Bonds acknowledges that the Bonds may be sold, transferred or otherwise disposed of only in minimum authorized denominations of \$500,000 or any integral multiple of \$5,000 in excess thereof to a Qualified Institutional Buyer and that such purchaser is acquiring the Bonds for its own account or for the account of a Qualified Institutional Buyer, and not with a view to the further distribution thereof, but expressly reserves the right to sell the Bonds. As such, the Bonds are exempt from the requirements of the Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) (the "**Rule**").

11. The execution and delivery of this Agreement have been duly authorized by the Corporation, the Master Developer and the Dissemination Agent, respectively, and all conditions, acts and things necessary and required to exist, to have happened or to have been performed precedent to and in the execution and delivery of this Agreement, do exist, have happened and have been performed in regular form, time and manner.

12. This Agreement is being executed and delivered by the Corporation, the Master Developer and the Dissemination Agent for the benefit of the Beneficial Owners of the Bonds and in order to assist D.A. Davidson & Co. (the "**Underwriter**") in marketing the Bonds.

For and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Corporation, the Master Developer and the Dissemination Agent, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Limited Offering Memorandum (defined herein) and the Trust Agreement, which apply to any capitalized term used in this

Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

**“Beneficial Owner”** means any registered owner of any of the Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Trustee is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“Dissemination Agent”** means UMB Bank, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Corporation and which has filed with the Corporation a written acceptance of such designation.

**“EMMA”** means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

**“Limited Offering Memorandum”** means the Limited Offering Memorandum dated November \_\_, 2019 used in connection with the offering and sale of the Bonds.

**“Master Developer”** means Legacy Hutto, LLC, a Missouri limited liability company, and its successors and assigns.

**“Master Development Agreement”** means the development agreement dated September 20, 2019 between the City and the Master Developer pursuant to which the parties have agreed to develop the Project.

**“Material Events”** means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

**“MSRB”** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission.

**“Pledged Revenues”** means the revenues paid by the City to the Corporation pursuant to the Interlocal Agreement.

**“Project”** means a mixed-use development anchored around sports entertainment, anticipated to include office, commercial, retail, high density residential, public athletic fields, recreational and entertainment uses, a hotel, convention center and other complimentary uses on a site of approximately 250 - 300 acres (the **“Development Area”**) to the west of the City’s downtown district.

**“Semi-Annual Report”** means any Semi-Annual Report provided by the Corporation, the Master Developer and the Dissemination Agent pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement and in substantially the form as set forth in **Exhibit B**.

**“Semi-Annual Report Date”** means each date which is 90 days following each Semi-Annual Reporting Period.

**“Semi-Annual Reporting Period”** means the semi-annual period from January 1 through June 30 and July 1 through December 31 of each year.

**Section 2. Provision of Semi-Annual Reports.**

- (a) The Corporation and the Master Developer agree, commencing on the date that is not later than 90 days following the Semi-Annual Reporting Period ending June 30, 2020, to provide or cause to be provided the Semi-Annual Reports to the MSRB. Upon receipt of the Semi-Annual Reports, together with written directions to file such reports from the Corporation, the Dissemination Agent shall provide such Semi-annual Reports to the MSRB.
- (b) Any or all of the information required to be included in the Semi-Annual Report pursuant in subsection (a) above may be included by specific reference to other documents, including official statements of debt issues, which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Corporation shall clearly identify each such other document so included by reference. In each case, the Semi-Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section.
- (c) The Dissemination Agent shall promptly, following receipt of a Semi-Annual Report and written direction to file such report from the Corporation, provide the same to the MSRB, in such manner and format as prescribed by the MSRB, and file a report with the Master Developer and the Corporation certifying that the same has been provided pursuant to this Continuing Disclosure Agreement, stating the date it was provided.
- (d) The Corporation shall or shall direct the Dissemination Agent in writing to:
  - i. determine prior to each Semi-Annual Report Date the appropriate electronic format prescribed by the MSRB and the Dissemination Agent agrees that all documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB;
  - ii. on or before 30 days prior to each Semi-Annual Report Date, send written notice to the Corporation and the Master Developer which: (x) states that the Semi-Annual Report will be due by the Semi-Annual Report Date; and (y) for each Semi-Annual Report, request the information required from the Master Developer by **Section 1** of the Semi-Annual Report and the information required from the Corporation by **Section 2** of the Semi-Annual Report;
  - iii. if necessary, file the Notice of Failure to File Report form attached as **Appendix A** with the MSRB as required by **Section 2(e)** below; and
- (e) If the Corporation or the Master Developer fail to provide the Semi-Annual Report and written direction to the Dissemination Agent by 10:00 A.M. Central Time on the Semi-Annual Report Date, or written notice that such report has been provided to the MSRB, the Dissemination Agent shall file or cause to be filed a notice to the Underwriter and to the MSRB, via EMMA, in substantially the form attached as **Exhibit A** hereto.

### Section 3. Reporting of Material Events.

- (a) No later than ten (10) Business Days after the occurrence of any of the following events, the Corporation shall give notice of the occurrence of any of the following events with respect to the Bonds (“**Bond-Related Material Events**”):
  - (1) principal and interest payment delinquencies;
  - (2) non-payment related defaults, if material;
  - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (4) Adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
  - (5) modifications to rights of bondowners, if material;
  - (6) bond calls, if material;
  - (7) defeasances;
  - (8) bankruptcy, insolvency, receivership or similar event of the Corporation;
  - (9) notice of an event of default under the Master Development Agreement; or
  - (10) the appointment of a successor or additional trustee, whether or not material, or the change of name of a trustee, if material.
- (b) Whenever the Corporation obtains knowledge of the occurrence of a Bond-Related Material Event, the Corporation shall report the occurrence to the MSRB pursuant to **Subsection 3(a)** so that notice is given within ten (10) Business Days after the occurrence of the event.
- (c) Notwithstanding the foregoing, if the Trust Agreement requires notice of Bond-Related Material Events described in subsections (a)(6) and (7), then Bond-Related Material Events described in subsections (a)(6) and (7) need not be given under this subsection any earlier than the notice of the underlying event is given to the registered owners of affected Bonds pursuant to the Trust Agreement.
- (d) Whenever the Master Developer obtains actual knowledge of the occurrence of one or more of the following events, the Master Developer shall within ten (10) Business Days give or cause to be given to the Dissemination Agent and the Corporation notice of any of the following events (each, a “**Project-Related Material Event**”):
  - (1) material damage to or destruction of any portion of the Project and status of repair and reconstruction;
  - (2) the filing of any lawsuit with a claim for damages in excess of \$1,000,000 against the Master Developer which may adversely affect the completion of the Project or the financial condition of the Master Developer;

- (3) payment default by the Master Developer or any affiliate thereof on any loan made by a lender to such party with respect to the construction and permanent financing of all or any portion of the Project or any other improvements made by the Master Developer within the Development Area;
  - (4) the filing by or against the Master Developer or any owners of more than 50% interest in the Master Developer of any petition or other proceedings under any bankruptcy, insolvency or similar law or any determination that the Master Developer or an owner of more than 50% interest in the Master Developer is unable to pay its debt as they become due;
  - (5) the failure by the Master Developer or any affiliate of the Master Developer to pay any ad valorem taxes or special assessment for property owned by the Master Developer or any affiliate thereof within the Development Area;
  - (6) suspension for more than 60 days or termination of any disbursements by a lender of loan proceeds to finance all or any portion of the Project;
  - (7) suspension of construction by the Master Developer on the Project or suspension of construction by any other developer of any portion of the Project for more than 90 days; and
  - (8) receipt by the Master Developer or provision by the Master Developer of notice of default or termination under a major lease with any major tenant of the Project located in the Development Area.
- (b) The Master Developer shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Project-Related Material Event, inform the Dissemination Agent of the event and request that the Dissemination Agent promptly file a notice of such occurrence on EMMA with a copy to the Master Developer and the Corporation.
  - (c) The obligations of the Corporation, the Master Developer or the Dissemination Agent to provide the notices to the MSRB under this Agreement are in addition to, and not in substitution of, any of the obligations of the Trustee to provide notices of events of default to Bond owners under the Trust Agreement.

**Section 4. Termination of Reporting Obligation.** The obligations of the parties under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Corporation's obligations under this Continuing Disclosure Agreement or the Trust Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the Corporation, and the Corporation shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Corporation shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3(b)**.

If the Master Developer's obligations under this Continuing Disclosure Agreement or the Master Development Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the Master Developer, and the Master Developer shall have no further responsibility hereunder; provided, however, that the Master Developer's obligations under this Continuing Disclosure Agreement shall not terminate



upon assumption by some other entity unless such entity accepts and assumes the obligations of the Master Developer hereunder and/or under the Master Development Agreement in the form attached hereto as **Exhibit C**.

**Section 5. Dissemination Agent.** (a) The Dissemination Agent agrees to perform such duties, but only such duties, as are specifically set forth in this Agreement, and no implied duties or obligations of any kind shall be read into this Agreement with respect to the Dissemination Agent. The Dissemination Agent's obligation to deliver the information at the times and with the contents described in this Agreement shall be limited to the extent the Corporation and the Master Developer have provided the information required to be provided by each of them to the Dissemination Agent as required by this Agreement. The Dissemination Agent may conclusively rely, as to the truth, accuracy and completeness of the statements set forth therein, upon all notices, reports or other materials furnished to the Dissemination Agent pursuant to this Agreement, and in the case of notices, reports and financial statements required to be furnished to the Dissemination Agent pursuant to this Agreement, the Dissemination Agent shall have no duty whatsoever to examine or verify the same to determine whether they conform to the requirements of this Agreement. The Dissemination Agent shall have no responsibility for either the Corporation's or the Master Developer's failure to report to the Dissemination Agent a Bond-Related Material Event or a Project-Related Material Event, respectively, or a duty to determine the materiality or occurrence thereof. The Dissemination Agent shall have no duty to determine or liability for failing to determine whether the Corporation or the Master Developer have complied with their respective obligations under this Agreement.

(b) The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Corporation, the Master Developer, any Bond owners, the Underwriter or any other party. The Dissemination Agent shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Dissemination Agent unless it shall be proven that the Dissemination Agent engaged in negligent conduct or willful misconduct in ascertaining the pertinent facts related thereto. The Dissemination Agent shall not be liable for any action taken or failure to act in good faith under this Agreement unless it shall be proven that the Dissemination Agent was grossly negligent or engaged in willful misconduct.

(c) The Dissemination Agent may perform any of its duties hereunder by or through attorneys or agents selected by it with reasonable care, it shall be entitled to the advice of counsel concerning all matters arising hereunder, and it may in all cases pay such reasonable compensation as it may deem proper to all such attorneys and agents. The Dissemination Agent shall not be responsible for the acts or negligence of any such attorneys, agents or counsel appointed with reasonable care.

(d) None of the provisions of this Agreement or any notice or other document delivered in connection herewith shall require the Dissemination Agent to advance, expend or risk its own funds or otherwise incur financial liability in the performance of any of the Dissemination Agent's duties or rights under this Agreement.

(e) The Dissemination Agent shall be entitled to compensation for its services hereunder and reimbursement of expenses in connection with its duties hereunder.

(f) The Dissemination Agent may resign as dissemination agent hereunder after giving at least forty-five (45) days' prior written notice thereof to the Master Developer and the Corporation. The Dissemination Agent may be removed for good cause at any time by written notice to the Dissemination Agent from the Corporation; *provided*, that such removal shall not become effective until a successor dissemination agent has been appointed by the Corporation under this Agreement. The initial Dissemination Agent is UMB Bank, N.A.

(g) The Corporation and the Master Developer will indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Corporation and the Master Developer under this Section will survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**Section 6. Amendment, Changes and Modifications.** Notwithstanding any other provision of this Continuing Disclosure Agreement, the Corporation, the Master Developer and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Corporation or the Master Developer) and any provision of this Continuing Disclosure Agreement may be waived, provided that the Corporation has expressly consented in writing to any such amendment or waiver.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the Corporation shall describe such amendment in the same manner as filing notice of a Bond-Related Material Event under this Continuing Disclosure Agreement, and such description shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of information being presented by the Corporation or the Master Developer.

**Section 7. Additional Information.** Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the Corporation or the Master Developer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Semi-Annual Report or notice of occurrence of a Bond-Related Material Event or Project-Related Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the Corporation or the Master Developer choose to include any information in any Semi-Annual Report or notice of occurrence of a Bond-Related Material Event or Project-Related Material Event, as applicable, in addition to that which is specifically required by this Continuing Disclosure Agreement, the Corporation or the Master Developer, as applicable, shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Semi-Annual Report or notice of occurrence of a Bond-Related Material Event or Project-Related Material Event, as applicable.

**Section 8. Default.** If the Corporation, the Master Developer, or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, the Dissemination Agent may (and, at the request of the Underwriter or the owners of at least 25% aggregate principal amount of Outstanding Bonds and upon indemnification to its satisfaction, shall), or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Corporation, the Master Developer or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement or the Loan Agreement, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the Corporation, the Master Developer or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

**Section 9. Notices.** Any notices or other communications to or among any of the parties to this Continuing Disclosure Agreement shall be sufficiently given and shall be deemed given upon receipt if delivered in person or by overnight courier, if given by facsimile, receipt confirmed by telephone, or if mailed by registered certified mail, return receipt requested, postage prepaid, and will be deemed given on

the second day following the date on which such notice or communication is so mailed, addressed, as follows:

|                                |                                                                                                                                      |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| If to the Dissemination Agent: | UMB Bank<br>6034 W. Courtyard Drive, Ste. 370<br>Austin, Texas 7873<br>Attention: Corporate Trust Department                         |
| If to Master Developer:        | Legacy Hutto, LLC<br>4717 Central<br>Kansas City, Missouri 64112<br>Attention: Daniel H. Lowe                                        |
| With a copy to:                | Sandberg Phoenix & von Gontard, P.C.<br>4600 Madison Avenue, Suite 1000<br>Kansas City, Missouri 64112<br>Attention: Richard B. Katz |
| If to the Corporation          | Cottonwood Development Corporation<br>500 W. Live Oak Street<br>Hutto, Texas 78634<br>Attention: Chair                               |

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

**Section 10. Beneficiaries.** This Continuing Disclosure Agreement shall inure solely to the benefit of the Corporation, the Master Developer, the Trustee, the Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 11. Severability.** If any provision in this Continuing Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 12. Governing Law.** This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**Section 13. Electronic Transactions.** The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 14. Assignment.** This Agreement may not be assigned by any party without the written consent of the other parties hereto, as a condition to any such assignment, only upon the assumption in writing of all of the obligations imposed upon such party by this Agreement.

*[Signature appears on the following page]*

**COTTONWOOD DEVELOPMENT  
CORPORATION**

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

**UMB BANK, N.A.,**  
as Dissemination Agent

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

**LEGACY HUTTO, LLC,**  
as Master Developer

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

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE SEMI-ANNUAL REPORT**

**Name of Issuer:** Arizona Industrial Development Authority (the “**Authority**”)  
**Name of Issue:** \$\_\_\_\_\_ Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the “**Bonds**”)  
**CUSIP:** \_\_\_\_\_  
**Date of Issuance:** \_\_\_\_\_, 2019

**NOTICE IS HEREBY GIVEN** that the [Corporation/Master Developer] has not provided a Semi-Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of December 1, 2019. The [Corporation/Master Developer] anticipates that a Semi-Annual Report will be filed by \_\_\_\_\_.

**Dated:** \_\_\_\_\_

**UMB BANK, N.A.,**

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



## EXHIBIT B

### FORM OF SEMI-ANNUAL REPORT

**Name of Issuer:** Arizona Industrial Development Authority (the “**Authority**”)  
**Name of Issue:** \$\_\_\_\_\_ Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the “**Bonds**”)  
**CUSIP:** \_\_\_\_\_  
**Date of Issuance:** \_\_\_\_\_, 2019  
**Date of Report:** \_\_\_\_\_, 20\_\_

This report is being delivered pursuant to the Continuing Disclosure Agreement dated as of December 1, 2019 (the “**Continuing Disclosure Agreement**”) among the Cottonwood Development Corporation, (the “**Corporation**”), Legacy Hutto, LLC (the “**Master Developer**”), and UMB Bank, N.A., as dissemination agent (the “**Dissemination Agent**”).

For the Semi-Annual Reporting Period ended [June 30][December 31], 20\_\_ :

**Section 1. Master Developer and Project Information.** The Master Developer is to provide the following information for the Semi-Annual Reporting Period ended [June 30][December 31], 20\_\_.

a. **Sale or Acquisition of Land in Development Area Subject to Deed of Trust.** Since the date of the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum), has the Master Developer or any related entity acquired any land in the Development Area or to be included in the Development Area? If so, state the amount of property and its location in the Development Area.

Since the date of the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum) has the Master Developer or any related entity conveyed any of its property in the Development Area to any other unrelated entity? If so, state the amount of property, its location in the Development Area and the name of the purchaser.

b. **Changes in Planned Development.** Provide a narrative description regarding changes to the components of the Project as described in the Limited Offering Memorandum since the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum).

c. **Project Status.** Update the following chart regarding the Project with any information relevant thereto including, as necessary, the addition of new rows. Highlight any changes from the information provided in the previous Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum).

|                      | <u>Use</u> | <u>Anticipated<br/>Units/<br/>Hotel Rooms/<br/>Square Feet</u> | <u>Construction Status</u> | <u>Anticipated<br/>Completion of<br/>Construction<br/>in Progress</u> |
|----------------------|------------|----------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------|
| COMMERCIAL           |            |                                                                |                            |                                                                       |
| RETAIL               |            |                                                                |                            |                                                                       |
| RESIDENTIAL          |            |                                                                |                            |                                                                       |
| ATHLETIC FIELDS      |            |                                                                |                            |                                                                       |
| CONVENTION<br>CENTER |            |                                                                |                            |                                                                       |
| HOTEL                |            |                                                                |                            |                                                                       |

**Section 2. Corporation Information.** The Corporation is to provide the following information for the Semi-Annual Reporting Period ended [June 30][December 31], 20\_\_.

a. **Revenue Fund Deposits.** The amount of Pledged Revenues received by the Corporation and sent to the Trustee for deposit into the Revenue Fund was as follows:

|              | <u>Revenues</u> |
|--------------|-----------------|
| [month]      | \$              |
| [month]      | \$              |
| [month]      | \$              |
| [month]      | \$              |
| [month]      | \$              |
| [month]      | \$              |
| <u>Total</u> | \$              |

b. **Principal Amount of Bonds Redeemed During Semi-Annual Reporting Period.** The principal amount of Bonds redeemed during the Semi-Annual Reporting Period indicated above was \$\_\_\_\_\_, according to the Trustee.

c. **Aggregate Principal Amount of Bonds Redeemed.** The aggregate principal amount of Bonds redeemed since the date of issuance of the Bonds is \$\_\_\_\_\_, according to the Trustee.

d. **Sale or Acquisition of Land in Development Area Subject to Deed of Trust.** Since the date of the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum), has the Corporation acquired any land in the Development Area subject to the Deed of Trust? If so, state the amount of property and its location in the Development Area.

Since the date of the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the closing on the Bonds), has the Trustee exercised its right to foreclose upon and sell the land in the Development Area subject to the Deed of Trust? If so, has the Trustee received, or does it anticipate receiving, any proceeds from such sale and, if so, how much and when?

The information contained in this report has been obtained from sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness. The information contained in this report is neither intended nor shall be construed as a document updating the Limited Offering Memorandum for the Bonds, and is neither intended to, nor shall it be, used by the owners or beneficial owners of the Bonds for the purpose of making a subsequent investment decision with respect to the Bonds.

Receipt of this report by any person or entity shall create no obligation or liability of the Corporation, the Master Developer or the Dissemination Agent.

The undersigned hereby certifies that he/she is an authorized representative of the Corporation and the Master Developer and further certifies on behalf of the Corporation and the Master Developer that the information contained in the foregoing report, in **Section 1** with respect to the Master Developer and in **Section 2** with respect to the Corporation, is, to his/her actual knowledge, true, accurate and complete.

\* \* \*

Dated: \_\_\_\_\_, \_\_ 20\_\_

**COTTONWOOD DEVELOPMENT  
CORPORATION**

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

**LEGACY HUTTO, LLC**

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

**EXHIBIT C**

**FORM OF ACKNOWLEDGEMENT OF ANY NON-AFFILIATE ASSIGNEE OF MASTER  
DEVELOPMENT AGREEMENT AND/OR CONTINUING DISCLOSURE AGREEMENT**

\_\_\_\_\_ [NAME OF ASSIGNEE] (the “**Assignee**”), as the assignee of the rights and obligations of Legacy Hutto, LLC (the “**Master Developer**”) under the development agreement dated September 20, 2019 (the “**Master Development Agreement**”) between the City of Hutto, Texas (the “**City**”) and the Master Developer and/or assignee of the obligations of the Master Developer under the Continuing Disclosure Agreement dated as of December 1, 2019 (the “**Continuing Disclosure Agreement**”) among the Master Developer, the Cottonwood Development Corporation (the “**Corporation**”) and UMB Bank, N.A., as dissemination agent (the “**Dissemination Agent**”), has received a copy of the Continuing Disclosure Agreement and agrees to provide the information required in **Section 1** of the Semi-Annual Reports to the Dissemination Agent pursuant to the requirements of the Continuing Disclosure Agreement. The Assignee agrees to cause any assignee of all or substantially all of its rights and obligations under the Master Development Agreement to execute and deliver to the Corporation a written acknowledgement and agreement to provide the Semi-Annual Reports pursuant to the Continuing Disclosure Agreement (which acknowledgment and agreement shall be in form and substance similar to this Acknowledgment). In the event the Assignee (or any successor in ownership) fails to perform its obligations under this Acknowledgment, the sole remedy of the Corporation shall be an action to compel performance.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[ASSIGNEE NAME]

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





# **Sports & Health District Tax Increment Reinvestment Zone Bond Revenue Study**

City of Hutto, Texas

GAI Project Number: A191057.00

November 2019

Prepared by: GAI Consultants, Inc.  
Orlando Office  
618 East South Street, Suite 700  
Orlando, Florida 32801

Prepared for: City of Hutto, Texas  
500 West Live Oak Street  
Hutto, Texas 78634



Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

November 15, 2019

GAI Project Number: A191057.00

Mr. Odis Jones, City Manager  
City of Hutto  
500 West Live Oak Street  
Hutto, Texas 78634

**Sports & Health District – Hutto Tax Increment Reinvestment Zone;  
Bond Revenue Study**

Dear Mr. Jones:

GAI Consultants, Inc. ("GAI") has completed its analysis of planned development activities within the Sports & Health District. The attached report entitled *Sports & Health District Tax Increment Reinvestment Zone – Bond Revenue Study* details our analysis and findings. The study has been completed in accordance with our proposal to the City dated October 2, 2019.

Please contact us if you have any questions about this report.

Sincerely,  
**GAI Consultants, Inc.**

A handwritten signature in blue ink, appearing to read "Steven McDonald".

Steven McDonald, CVA  
Chief Economist

SRM/lis

GAI Consultants, Inc.  
618 E. South Street  
Suite 700  
Orlando, Florida 32801

T 407-423-8398  
gaiconsultants.com

*A GAI Consultants Inc. Service Group*

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## 1.0 EXECUTIVE SUMMARY

### 1.1 Scope of Analysis

GAI's Community Solutions Group ("GAI" or "CSG") has been retained by the City of Hutto, Texas ("Client" or "City") to prepare estimates of potential incremental and new public and private revenues generated by a planned mixed-use development. The City has executed a development agreement with Legacy Development ("Developer") to develop a mixed-use project on a 250-acre site ("Project") anchored by a 24-field baseball complex and national headquarters for Perfect Game, a national baseball scouting and sport tourism organization. Along with the baseball complex, the Project is expected to include up to 600,000 square feet of retail, office, and restaurant, uses, a 500-room hotel, 800 luxury multi-family apartments, an aquatic attraction, and a convention center. The City desires to issue a series of bonds to fund economic development improvements and other related project costs, as provided by law, that would be secured by revenues which may include sales tax collections, a property tax increment, hotel occupancy tax collections, among other possible revenue sources.

It is understood that this analysis will be used to support the marketing and sale of revenue bonds, ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY, Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) ("Series 2019 Bonds"). The Series 2019 Bonds are to be repaid with directly pledged incremental and new taxes, fees, and revenues generated within the Project. The scope of expected incremental and new taxes, fees, and revenues to be directly pledged to the repayment of the Series 2019 Bonds included within this analysis are:

- ▶ City tax increment revenues generated from taxation of real property within the boundaries of a tax increment reinvestment zone;
- ▶ City hotel occupancy taxes generated by the Project;
- ▶ City sales taxes generated by the Project; and
- ▶ Special assessments on real property within a public improvement district.

These revenue sources will be directly pledged to the repayment of the Series 2019 Bonds ("Pledged Revenues").

In addition to the Pledged Revenues, this analysis includes several other sources of incremental and new taxes, fees, and revenues generated by the Project that may be available for future financings related to the Project. These revenue sources ("Potential Incentive Revenues") are provided for information purposes and are not pledged for the repayment of the Series 2019 Bonds. The Potential Incentive Revenues included within this analysis are:

- ▶ Incremental County property tax collections;
- ▶ Expected future 2% enhanced hotel occupancy tax;
- ▶ Expected future 2% hotel venue occupancy tax;
- ▶ State sales tax collections (time limited);
- ▶ State hotel occupancy tax collections (time limited);
- ▶ A portion of Perfect Game admissions revenues;
- ▶ An admissions tax on the aquatic attraction venue;

- ▶ Net operating revenue from paid event parking;
- ▶ Perfect Game lease payments to the City; and
- ▶ Net income from operation of the Convention Center.

This report describes GAI's projections of Pledged Revenues and Potential Incentive Revenues and the processes involved in that work. Each reader is encouraged to read this analysis in its entirety to understand the assumptions and potential limitations of the analysis.

## 1.2 Hutto TIRZ and PID Overview

To facilitate the capture of a significant portion of the potential public revenue to be pledged for the Series 2019 Bonds, the City is in the process of creating a Tax Increment Reinvestment Zone ("TIRZ") and a Public Improvement District ("PID"). Chapter 311 of the Texas Tax Code provides for the creation of the TIRZ to promote development or redevelopment of contiguous or noncontiguous geographic areas located within the City. This development or redevelopment is expected to significantly enhance the value of all taxable real property in the TIRZ. Incremental property tax collections as a result of the enhancement of real property value will be captured in a tax increment fund to be used for eligible public infrastructure improvements within the Project.

A PID is a defined geographical area established to provide specific types of improvements or maintenance within the area which are financed by assessments against the property owners within the area. Chapter 372 of the Texas Local Government Code authorizes the creation of PIDs. The proposed TIRZ and PID will specifically address public infrastructure needs to include roads, drainage, baseball fields, parking and associated utility needs.

## 1.3 Assumptions and Limiting Conditions

This analysis ("Study" or "Report") has been completed in accordance with our proposal to the City dated October 2, 2019. The objective of the Report is to evaluate the fiscal impact of the future planned development program for the Project as represented to us by the City and Developer. This impact is measured specifically in terms of projected incremental and new public and private revenues generated by the Project and available to the City for reinvestment, economic development improvements and other related project costs.

Key assumptions and limiting conditions include the following:

- ▶ This Report and our documentation are intended for the City's use for purposes of information, general planning, and other activities related to the funding of economic development activities. This Report may be used in its entirety for purposes of marketing, sale, and issuance of public debt or other related agreements or documents. Excerpts or references to the Report in any form must acknowledge that these passages are out of context and the entire report must be considered or viewed.
- ▶ Possession of this Report, or copy thereof, does not carry with it the right of publication. Neither our Report nor its contents, nor any reference to our firm may be included or quoted in any real estate offering or registration statement, or other agreement or document, except those referenced above, without our prior permission. Permission will be granted upon meeting certain conditions.



- ▶ GAI has no present or prospective interest in the Project and no personal interest with respect to the parties involved. GAI has no bias with respect to the City or Project or the parties involved with this engagement.
- ▶ GAI's compensation for this Report is fee-based and is not contingent upon the development or reporting of a predetermined result that favors the cause of the Client or Project or the occurrence of a subsequent event directly related to the intended use of this Report and acceptance of this engagement was not contingent upon developing or reporting predetermined results.
- ▶ Certain data used in compiling this Report was furnished from sources which we consider reliable; however, we do not guarantee the correctness of such data, although so far as possible, we have checked and/or verified the same and believe it to be accurate.
- ▶ The sketches and maps in this Report are included to assist the reader in visualizing the Project and are not necessarily to scale or depict all items above or below ground.
- ▶ No responsibility is assumed for legal matters, nor is any opinion on any legal matter rendered in the Report. It is assumed that the Project is in full compliance with all applicable federal, state, and local environmental regulations and laws, including zoning and land use restrictions, unless non-compliance is stated, defined, and considered in this Report.
- ▶ No effort was made to determine the possible effects on revenue estimates as they may be influenced by future changes in federal, state, or local legislation, including any bond restrictions, changes in tax structure or tax law, changes in environmental or ecological matters, or interpretations thereof.
- ▶ It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or public entity or organization have been or can be obtained or renewed for any use on which the public and private revenue estimates in this Report are based.
- ▶ It is assumed that there are no hidden or unapparent conditions of the property which would render it more or less usable. The existence of hazardous material or any other environmental problems or conditions, which may or may not be present on the property, was not observed or disclosed. No responsibility is assumed for any such conditions, or for any expertise or knowledge required to discover them.
- ▶ The key operating parameters associated with the Project were identified through data supplied by the City and conversations with the Developer or its representatives. The operating and physical parameters for the operators within the Project were discussed at some length to clarify their content and substance and compared with general or secondary operating data available for the target industry. Potentially competing areas and properties were reviewed to evaluate and incorporate their potential impacts on the Project.
- ▶ Estimated operating data provided by the City or Developer representatives was supplemented by data derived from selected Securities and Exchange Commission ("SEC") filings, industry studies or analyses, resources specific to the retail or entertainment industries, and other specialized data available to GAI and related to those operators in the Project or their peer groups. Principal secondary resources include the Census of Retail Trade and County Business Patterns prepared by the U.S. Department of Commerce.

- ▶ The content and emphasis of the anticipated operators as they have been represented to us as of October 2019 are incorporated within our analysis for review, but it should not be construed that we have done market studies for individual users within the Project. GAI reserves the right to alter, amend, revise, or rescind any of the statements, findings, opinions, revenue estimates, or conclusions contained herein if any future market studies require it.
- ▶ The nature of the analysis is such that the expected sales shown over the short term are expected to be substantially more reliable than those prepared for periods occurring at points in the future. Uncertainties associated with the specific manner in which the proposed Project may be implemented or managed influence the outcome to a material degree and are discussed in the next section.
- ▶ GAI has no obligation to update the Report for information or knowledge of events or conditions that become available after the date of the Report.
- ▶ Acceptance of, and/or use of, this Report constitutes acceptance of the above limiting conditions and assumptions.

## 1.4 Forward-looking Statements and Market Risk

The forward-looking statements included within this report are not statements of historical facts, but instead express our estimates or expectations for economic performance or results for future periods or as of future dates, events or developments that may occur in the future, including, without limitation, store opening dates, square footage of retail locations, gross retail sales, long-term growth in retail sales, performance of certain categories of merchandise, shares of taxable sales, long-term occupancy and vacancy factors, property valuations, and other financial measures or metrics. Forward-looking statements also include statements of plans and objectives for the Project and the assumptions underlying any of the forward-looking statements we make. The forward-looking statements can typically be identified by the use therein of words and phrases such as "anticipate," "believe," "could occur," "could result," "estimate," "expect," "expectation," "forecast," "intend," "plan," "to be," "will be," "will change," "will come in at," "will continue," "will decrease," "will grow," "will have," "will increase," and "will remain," variations of such words or phrases, other phrases commencing with the word "will" or similar words and phrases denoting anticipated or expected occurrences or results.

In addition, the business operations analyzed within this report are generally subject to numerous risks, factors, and uncertainties, domestically and internationally, outside of the control of individual operators. One, or a combination, of these risks, factors, and uncertainties could materially affect any of those matters for which forward-looking statements were developed and cause actual results or an actual event or occurrence to differ materially from those results or an event or occurrence described in a forward-looking statement. These factors, which may be global in their effect or affect only some of the market operators, include, but are not limited to:

- ▶ economic, geo-political, capital markets and business conditions, trends and events around the world;
- ▶ consumer confidence, disposable income, credit availability, spending levels, shopping patterns, debt levels, and demand for certain merchandise;
- ▶ trends in consumer shopping habits;
- ▶ new methods for delivery of merchandise purchased by customers;

- ▶ initiatives of competitors, competitors' entry into the general market area, and competitive pressures;
- ▶ the financial performance of individual operators during various periods;
- ▶ customer traffic and average ticket at individual locations;
- ▶ changes in the size of retail markets, including e-commerce markets;
- ▶ currency exchange rate fluctuations;
- ▶ changes in market rates of interest;
- ▶ changes in market levels of wages;
- ▶ national, regional, or local unemployment levels;
- ▶ inflation or deflation, generally and in certain product categories;
- ▶ regional and local transportation, energy and utility costs;
- ▶ commodity prices, including the prices of oil and natural gas;
- ▶ the availability of goods from suppliers and the cost of goods acquired from suppliers;
- ▶ the effectiveness of the implementation and operation of individual operating strategies, plans, programs and initiatives;
- ▶ disruption of seasonal buying patterns in the regional and local market;
- ▶ disruptions in regional or local supply chain;
- ▶ cybersecurity events affecting any disruption in business;
- ▶ retail labor costs, including healthcare and other benefit costs;
- ▶ the size of and turnover in regional and local workforce;
- ▶ delays in the opening of new, or expanded locations;
- ▶ changes in existing tax, labor and other laws, including the enactment of laws and the adoption and interpretation of administrative rules and regulations;
- ▶ governmental policies, programs, initiatives and actions;
- ▶ the possibility of the imposition of new taxes on imports and new tariffs and trade restrictions and changes in tariff rates and trade restrictions;
- ▶ the level of public assistance payments;
- ▶ the timing of federal income tax refunds; and
- ▶ natural disasters, public health emergencies, civil disturbances, and terrorist attacks.

## 1.5 Revenue Projection Summary

The projection horizon considered in this analysis corresponds with a calendar year basis or a January to December 12-month period ("Calendar Year" or "CY"). The projection period for this analysis runs for 30 years from January 1, 2020 through December 31, 2049 ("Projection Period"). We understand that actual tax, fee, or revenue distributions may lag behind the period in which they are actually generated and have incorporated appropriate adjustments in revenue projections.

**Table 1.1** provides a summary of Pledged Revenues each year within the Projection Period. **Appendix A** provides additional details for each revenue source. **Table 1.2** provides a summary of Potential Incentive

Revenues each year within the Projection Period. None of the Potential Incentive Revenue sources exist on the date of this Report and will not exist on the date of issuance of the Series 2019 Bonds. The Potential Incentive Revenue sources are not and will not be pledged, or available in the future, to pay debt service on the Series 2019 Bonds. **Appendix B** provides additional details for each revenue source.

**Table 1.1 – Summary of Projected Pledged Revenues**

| <b>CY</b>    | <b>City TIRZ<br/>Property Tax<sup>(1)</sup></b> | <b>City Sales Tax<br/>Collections<sup>(2)</sup></b> | <b>City Existing<br/>HOT<sup>(3)</sup></b> | <b>PID<br/>Assessments<sup>(4)</sup></b> | <b>Total Pledged<br/>Revenues</b> |
|--------------|-------------------------------------------------|-----------------------------------------------------|--------------------------------------------|------------------------------------------|-----------------------------------|
| 2020         | \$ -                                            | \$ -                                                | \$ -                                       | \$ -                                     | \$ -                              |
| 2021         | 42,000                                          | 623,000                                             | -                                          | -                                        | 665,000                           |
| 2022         | 824,000                                         | 1,971,000                                           | 234,000                                    | 956,500                                  | 3,985,500                         |
| 2023         | 1,219,000                                       | 2,791,000                                           | 1,034,000                                  | 1,331,500                                | 6,375,500                         |
| 2024         | 1,250,000                                       | 2,847,000                                           | 1,135,000                                  | 1,331,500                                | 6,563,500                         |
| 2025         | 1,281,000                                       | 2,918,000                                           | 1,164,000                                  | 1,331,500                                | 6,694,500                         |
| 2026         | 1,313,000                                       | 2,991,000                                           | 1,193,000                                  | 1,331,500                                | 6,828,500                         |
| 2027         | 1,346,000                                       | 3,066,000                                           | 1,222,000                                  | 1,331,500                                | 6,965,500                         |
| 2028         | 1,380,000                                       | 3,142,000                                           | 1,253,000                                  | 1,331,500                                | 7,106,500                         |
| 2029         | 1,414,000                                       | 3,221,000                                           | 1,285,000                                  | 1,331,500                                | 7,251,500                         |
| 2030         | 1,450,000                                       | 3,301,000                                           | 1,317,000                                  | 1,331,500                                | 7,399,500                         |
| 2031         | 1,486,000                                       | 3,384,000                                           | 1,349,000                                  | 1,331,500                                | 7,550,500                         |
| 2032         | 1,523,000                                       | 3,468,000                                           | 1,383,000                                  | 1,331,500                                | 7,705,500                         |
| 2033         | 1,561,000                                       | 3,555,000                                           | 1,418,000                                  | 1,331,500                                | 7,865,500                         |
| 2034         | 1,601,000                                       | 3,644,000                                           | 1,453,000                                  | 1,331,500                                | 8,029,500                         |
| 2035         | 1,641,000                                       | 3,735,000                                           | 1,490,000                                  | 1,331,500                                | 8,197,500                         |
| 2036         | 1,682,000                                       | 3,828,000                                           | 1,527,000                                  | 1,331,500                                | 8,368,500                         |
| 2037         | 1,724,000                                       | 3,924,000                                           | 1,565,000                                  | 1,331,500                                | 8,544,500                         |
| 2038         | 1,767,000                                       | 4,022,000                                           | 1,604,000                                  | 1,331,500                                | 8,724,500                         |
| 2039         | 1,811,000                                       | 4,123,000                                           | 1,644,000                                  | 1,331,500                                | 8,909,500                         |
| 2040         | 1,857,000                                       | 4,226,000                                           | 1,686,000                                  | 1,331,500                                | 9,100,500                         |
| 2041         | 1,903,000                                       | 4,332,000                                           | 1,728,000                                  | 1,331,500                                | 9,294,500                         |
| 2042         | 1,951,000                                       | 4,440,000                                           | 1,770,000                                  | 1,331,500                                | 9,492,500                         |
| 2043         | 1,999,000                                       | 4,551,000                                           | 1,814,000                                  | 1,331,500                                | 9,695,500                         |
| 2044         | 2,050,000                                       | 4,665,000                                           | 1,861,000                                  | 1,331,500                                | 9,907,500                         |
| 2045         | 2,101,000                                       | 4,781,000                                           | 1,906,000                                  | 1,331,500                                | 10,119,500                        |
| 2046         | 2,153,000                                       | 4,901,000                                           | 1,954,000                                  | 1,331,500                                | 10,339,500                        |
| 2047         | 2,207,000                                       | 5,023,000                                           | 2,003,000                                  | 1,331,500                                | 10,564,500                        |
| 2048         | 2,263,000                                       | 5,149,000                                           | 2,053,000                                  | 1,331,500                                | 10,796,500                        |
| 2049         | 2,319,000                                       | 5,278,000                                           | 2,104,000                                  | 1,331,500                                | 11,032,500                        |
| <b>TOTAL</b> | <b>\$ 47,118,000</b>                            | <b>\$ 107,900,000</b>                               | <b>\$ 42,149,000</b>                       | <b>\$ 36,907,000</b>                     | <b>\$ 234,074,000</b>             |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) Effective City mills of 0.473513 per \$100 of incremental assessed value (2) Effective City sales tax rate of 1.125% (3) City hotel tax of 7% only on room-nights located inside Project (4) PID special assessments at \$1 per commercial sq ft and \$540 per apartment unit



**Table 1.2 – Summary of Projected Potential Incentive Revenues**

| <b>CY</b>    | <b>County TIRZ<br/>Property Tax<sup>(1)</sup></b> | <b>Enhanced HOT<br/>(Inside)<sup>(2)</sup></b> | <b>Hotel Venue Tax<br/>(Inside)<sup>(3)</sup></b> | <b>Enhanced HOT<br/>(Outside)<sup>(4)</sup></b> | <b>Hotel Venue Tax<br/>(Outside)<sup>(5)</sup></b> |
|--------------|---------------------------------------------------|------------------------------------------------|---------------------------------------------------|-------------------------------------------------|----------------------------------------------------|
| 2020         | \$ -                                              | -                                              | -                                                 | \$ -                                            | \$ -                                               |
| 2021         | 18,000                                            | -                                              | -                                                 | 44,000                                          | 44,000                                             |
| 2022         | 364,000                                           | 67,000                                         | 67,000                                            | 80,000                                          | 80,000                                             |
| 2023         | 539,000                                           | 295,000                                        | 295,000                                           | 98,000                                          | 98,000                                             |
| 2024         | 553,000                                           | 324,000                                        | 324,000                                           | 202,000                                         | 202,000                                            |
| 2025         | 566,000                                           | 333,000                                        | 333,000                                           | 215,000                                         | 215,000                                            |
| 2026         | 581,000                                           | 341,000                                        | 341,000                                           | 228,000                                         | 228,000                                            |
| 2027         | 595,000                                           | 349,000                                        | 349,000                                           | 233,000                                         | 233,000                                            |
| 2028         | 610,000                                           | 358,000                                        | 358,000                                           | 237,000                                         | 237,000                                            |
| 2029         | 625,000                                           | 367,000                                        | 367,000                                           | 242,000                                         | 242,000                                            |
| 2030         | 641,000                                           | 376,000                                        | 376,000                                           | 247,000                                         | 247,000                                            |
| 2031         | 657,000                                           | 385,000                                        | 385,000                                           | 252,000                                         | 252,000                                            |
| 2032         | 673,000                                           | 395,000                                        | 395,000                                           | 257,000                                         | 257,000                                            |
| 2033         | 690,000                                           | 405,000                                        | 405,000                                           | 262,000                                         | 262,000                                            |
| 2034         | 708,000                                           | 415,000                                        | 415,000                                           | 267,000                                         | 267,000                                            |
| 2035         | 725,000                                           | 426,000                                        | 426,000                                           | 272,000                                         | 272,000                                            |
| 2036         | 744,000                                           | 436,000                                        | 436,000                                           | 278,000                                         | 278,000                                            |
| 2037         | 762,000                                           | 447,000                                        | 447,000                                           | 284,000                                         | 284,000                                            |
| 2038         | 781,000                                           | 458,000                                        | 458,000                                           | 289,000                                         | 289,000                                            |
| 2039         | 801,000                                           | 470,000                                        | 470,000                                           | 295,000                                         | 295,000                                            |
| 2040         | 821,000                                           | 482,000                                        | 482,000                                           | 301,000                                         | 301,000                                            |
| 2041         | 841,000                                           | 494,000                                        | 494,000                                           | 307,000                                         | 307,000                                            |
| 2042         | 862,000                                           | 506,000                                        | 506,000                                           | 313,000                                         | 313,000                                            |
| 2043         | 884,000                                           | 518,000                                        | 518,000                                           | 319,000                                         | 319,000                                            |
| 2044         | 906,000                                           | 532,000                                        | 532,000                                           | 326,000                                         | 326,000                                            |
| 2045         | 929,000                                           | 545,000                                        | 545,000                                           | 332,000                                         | 332,000                                            |
| 2046         | 952,000                                           | 558,000                                        | 558,000                                           | 339,000                                         | 339,000                                            |
| 2047         | 976,000                                           | 572,000                                        | 572,000                                           | 346,000                                         | 346,000                                            |
| 2048         | 1,000,000                                         | 587,000                                        | 587,000                                           | 353,000                                         | 353,000                                            |
| 2049         | 1,025,000                                         | 601,000                                        | 601,000                                           | 359,000                                         | 359,000                                            |
| <b>TOTAL</b> | <b>\$ 20,829,000</b>                              | <b>\$ 12,042,000</b>                           | <b>\$ 12,042,000</b>                              | <b>\$ 7,577,000</b>                             | <b>\$ 7,577,000</b>                                |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) Effective County mills of 0.209360 per \$100 of incremental assessed value (2) Expected future 2% enhanced hotel occupancy tax on occupied room-nights located inside Project (3) Expected future 2% hotel venue occupancy tax on occupied room-nights located inside Project (4) Expected future 2% enhanced hotel occupancy tax on occupied room-nights located outside Project (5) Expected future 2% hotel venue occupancy tax on occupied room-nights located outside Project

**Table 1.2 – Summary of Projected Potential Incentive Revenues (continued)**

| <b>CY</b>    | <b>PG Admissions Revenue<sup>(1)</sup></b> | <b>Aquatic Admissions<sup>(2)</sup></b> | <b>Net Parking Revenue<sup>(3)</sup></b> | <b>PG Lease Revenues<sup>(4)</sup></b> | <b>Convention Net Income<sup>(5)</sup></b> |
|--------------|--------------------------------------------|-----------------------------------------|------------------------------------------|----------------------------------------|--------------------------------------------|
| 2020         | \$ -                                       | \$ -                                    | \$ -                                     | \$ -                                   | -                                          |
| 2021         | 385,000                                    | 60,000                                  | 840,000                                  | -                                      | -                                          |
| 2022         | 490,000                                    | 400,000                                 | 1,126,000                                | 260,000                                | (40,000)                                   |
| 2023         | 514,000                                    | 400,000                                 | 1,153,000                                | 275,000                                | 228,000                                    |
| 2024         | 529,000                                    | 400,000                                 | 1,169,000                                | 290,450                                | 386,000                                    |
| 2025         | 544,000                                    | 400,000                                 | 1,184,000                                | 306,364                                | 487,000                                    |
| 2026         | 560,000                                    | 400,000                                 | 1,200,000                                | 322,754                                | 541,000                                    |
| 2027         | 578,000                                    | 400,000                                 | 1,215,000                                | 339,637                                | 565,000                                    |
| 2028         | 595,000                                    | 400,000                                 | 1,230,000                                | 357,026                                | 588,000                                    |
| 2029         | 613,000                                    | 400,000                                 | 1,245,000                                | 374,937                                | 613,000                                    |
| 2030         | 630,000                                    | 400,000                                 | 1,260,000                                | 393,385                                | 637,000                                    |
| 2031         | 650,000                                    | 400,000                                 | 1,275,000                                | 412,387                                | 663,000                                    |
| 2032         | 670,000                                    | 400,000                                 | 1,290,000                                | 431,958                                | 680,000                                    |
| 2033         | 690,000                                    | 400,000                                 | 1,305,000                                | 452,117                                | 697,000                                    |
| 2034         | 710,000                                    | 400,000                                 | 1,328,000                                | 472,880                                | 714,000                                    |
| 2035         | 733,000                                    | 400,000                                 | 1,343,000                                | 494,267                                | 732,000                                    |
| 2036         | 753,000                                    | 400,000                                 | 1,358,000                                | 516,295                                | 750,000                                    |
| 2037         | 775,000                                    | 400,000                                 | 1,373,000                                | 538,984                                | 769,000                                    |
| 2038         | 800,000                                    | 400,000                                 | 1,395,000                                | 562,353                                | 788,000                                    |
| 2039         | 823,000                                    | 400,000                                 | 1,410,000                                | 586,424                                | 808,000                                    |
| 2040         | 848,000                                    | 400,000                                 | 1,425,000                                | 611,217                                | 828,000                                    |
| 2041         | 875,000                                    | 400,000                                 | 1,448,000                                | 636,753                                | 849,000                                    |
| 2042         | 900,000                                    | 400,000                                 | 1,463,000                                | 663,056                                | 870,000                                    |
| 2043         | 928,000                                    | 400,000                                 | 1,478,000                                | 690,147                                | 892,000                                    |
| 2044         | 955,000                                    | 400,000                                 | 1,500,000                                | 718,052                                | 914,000                                    |
| 2045         | 985,000                                    | 400,000                                 | 1,515,000                                | 746,793                                | 937,000                                    |
| 2046         | 1,013,000                                  | 400,000                                 | 1,538,000                                | 776,397                                | 960,000                                    |
| 2047         | 1,045,000                                  | 400,000                                 | 1,560,000                                | 806,889                                | 984,000                                    |
| 2048         | 1,075,000                                  | 400,000                                 | 1,575,000                                | 838,296                                | 1,009,000                                  |
| 2049         | 1,108,000                                  | 400,000                                 | 1,598,000                                | 870,645                                | 1,034,000                                  |
| <b>TOTAL</b> | <b>\$ 21,744,000</b>                       | <b>\$ 11,260,000</b>                    | <b>\$ 38,799,000</b>                     | <b>\$ 14,745,463</b>                   | <b>\$ 19,883,000</b>                       |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) City share of gross event admissions revenue (2) Aquatic attraction admissions tax of \$2.00 per admission (3) Gross parking receipts less expenses provided by SFA (4) Agreed Perfect Game lease payments to City (5) Convention Center net operating income provided by SFA

**Table 1.2 – Summary of Projected Potential Incentive Revenues (continued)**

| <b>CY</b>    | <b>State Sales Tax Collections<sup>(1)</sup></b> | <b>State Hotel Tax Collections<sup>(2)</sup></b> | <b>Total Potential Incentive Revenue</b> |
|--------------|--------------------------------------------------|--------------------------------------------------|------------------------------------------|
| 2020         | \$ -                                             | \$ -                                             | \$ -                                     |
| 2021         | -                                                | -                                                | 1,391,000                                |
| 2022         | -                                                | -                                                | 2,894,000                                |
| 2023         | 15,505,000                                       | 886,000                                          | 20,286,000                               |
| 2024         | 15,815,000                                       | 973,000                                          | 21,167,450                               |
| 2025         | 16,211,000                                       | 998,000                                          | 21,792,364                               |
| 2026         | 16,616,000                                       | 1,022,000                                        | 22,380,754                               |
| 2027         | 17,031,000                                       | 1,048,000                                        | 22,935,637                               |
| 2028         | 17,457,000                                       | 1,074,000                                        | 23,501,026                               |
| 2029         | 17,893,000                                       | 1,101,000                                        | 24,082,937                               |
| 2030         | 18,341,000                                       | 1,129,000                                        | 24,677,385                               |
| 2031         | 18,799,000                                       | 1,156,000                                        | 25,286,387                               |
| 2032         | 19,269,000                                       | 1,185,000                                        | 25,902,958                               |
| 2033         | -                                                | -                                                | 5,568,117                                |
| 2034         | -                                                | -                                                | 5,696,880                                |
| 2035         | -                                                | -                                                | 5,823,267                                |
| 2036         | -                                                | -                                                | 5,949,295                                |
| 2037         | -                                                | -                                                | 6,079,984                                |
| 2038         | -                                                | -                                                | 6,220,353                                |
| 2039         | -                                                | -                                                | 6,358,424                                |
| 2040         | -                                                | -                                                | 6,499,217                                |
| 2041         | -                                                | -                                                | 6,651,753                                |
| 2042         | -                                                | -                                                | 6,796,056                                |
| 2043         | -                                                | -                                                | 6,946,147                                |
| 2044         | -                                                | -                                                | 7,109,052                                |
| 2045         | -                                                | -                                                | 7,266,793                                |
| 2046         | -                                                | -                                                | 7,433,397                                |
| 2047         | -                                                | -                                                | 7,607,889                                |
| 2048         | -                                                | -                                                | 7,777,296                                |
| 2049         | -                                                | -                                                | 7,955,645                                |
| <b>TOTAL</b> | <b>\$ 172,937,000</b>                            | <b>\$ 10,572,000</b>                             | <b>\$ 350,037,463</b>                    |

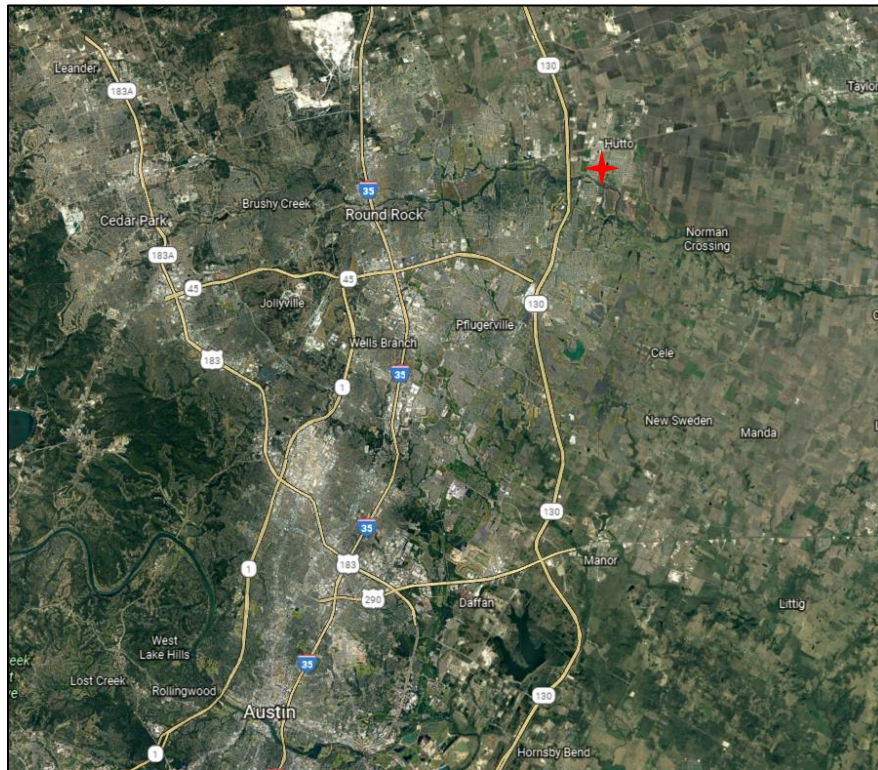
Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) State sales taxes of 6.25% captured, time limited (2) State hotel taxes of 6.00% captured, time limited

## 2.0 PROJECT OVERVIEW

### 2.1 City Overview

The City of Hutto is located approximately 28 miles northeast of downtown Austin in Williamson County ("County"). With access to State Highway 130, Interstate 35, US Highway 79, and the Union Pacific Red Line, the City provides convenient transportation routes to the greater Texas region. **Figure 2.1** illustrates the City's location in proximity to the greater region.

**Figure 2.1 – City Location Map**



In 2017, the City adopted a plan for economic development that identified the use of tax increment financing as a way of redeveloping open or underdeveloped land. This plan identified three areas within the City that would benefit the public from the creation of reinvestment zones pursuant to Chapter 311 of the Texas Tax Code. One of the properties identified in the plan, the Co-Op District along US Highway 79 and east of Historic Downtown Hutto, was established as a TIRZ in 2018 ("Co-Op TIRZ"). The subject property of this analysis is being branded as the Sports & Health District which anchors the Historic Downtown area on the west. The City is currently in the process of creating the Reinvestment Zone Number Two, City of Hutto, Texas ("Zone 2 TIRZ"), also along US Highway 79 that contains the property to be developed that is the subject of this analysis that is located in the branded Sports & Health District.

The Zone 2 TIRZ boundary, as proposed, includes City-owned property and privately-owned property of approximately 460 acres. **Figure 2.2** illustrates the proposed Zone 2 TIRZ.

Figure 2.2 – Zone 2 TIRZ Boundary



Source: City of Hutto

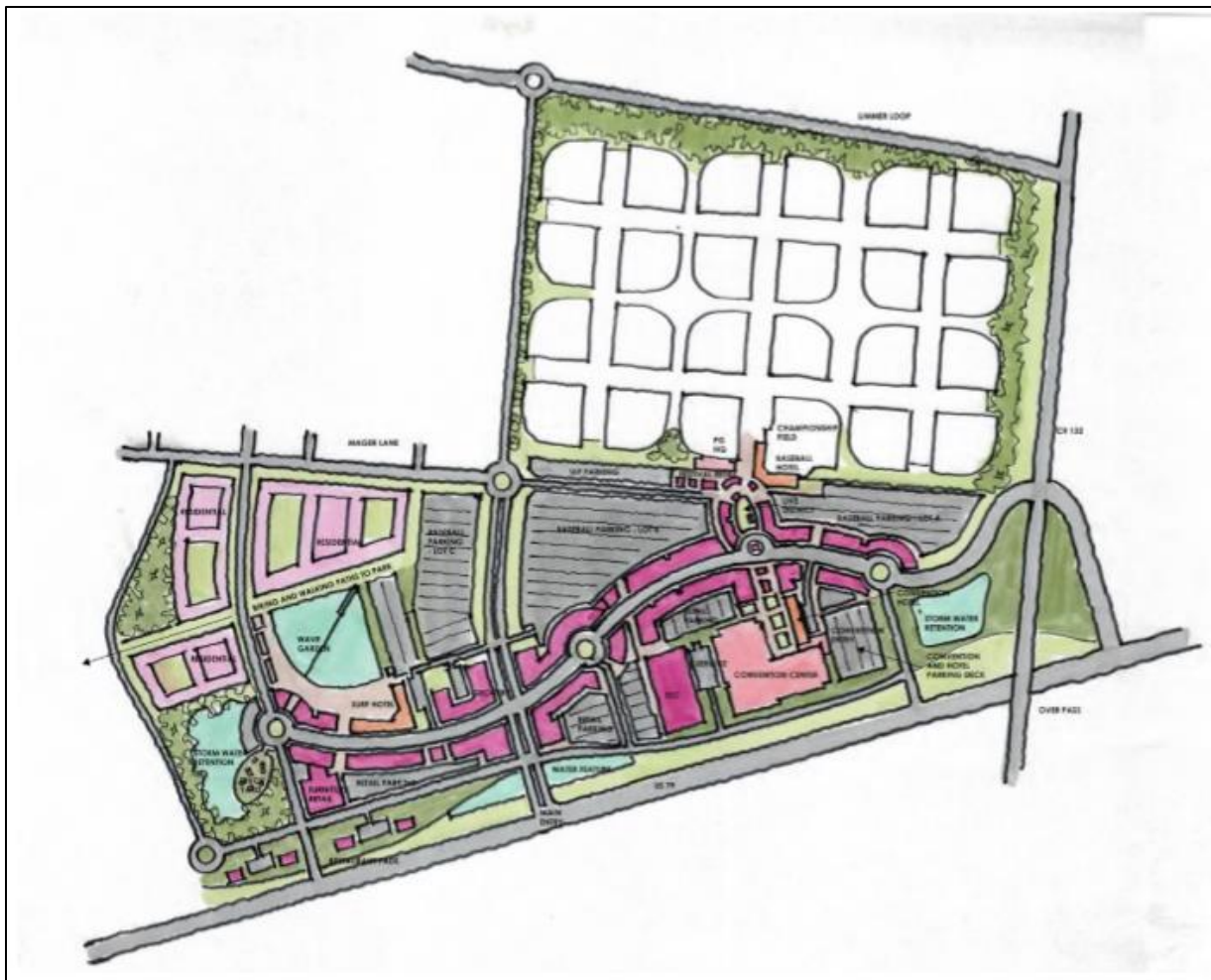
## 2.2 Project Description

The City has executed a development agreement with Legacy Development and Perfect Game (“Multi-party Development Agreement”) to develop approximately 250 acres within the Zone 2 TIRZ focused on sports entertainment. With Perfect Game as an anchor, the proposed development is expected to generate over one million annual visitors to the City. The proposed mixed-use development is expected to include retail, entertainment, restaurant, office, hotel, high-density residential, and convention uses.

The Developer is expected to submit to the City an application for a Planned Unit Development (“PUD”) that will include development design guidelines to ensure that high quality development is built that matches the objectives of the City. **Figure 2.3** illustrates the current concept plan for the Project.



**Figure 2.3 – Development Concept**



Source: Developer Representatives

The Project is expected to be anchored by a 24-field baseball complex and include 600,000 square feet of retail, entertainment, office, and restaurant uses, a 500-room convention hotel, 800 luxury multi-family apartments, an aquatic attraction, and a convention center, developed across multiple phases. **Table 2.1** provides a summary of the expected development program.

**Table 2.1 – Proposed Development Program**

| Land Use                            | Sq Ft/Units |
|-------------------------------------|-------------|
| Retail/Entertainment (sq ft)        | 428,000     |
| Food & Beverage/Restaurants (sq ft) | 111,500     |
| Office (sq ft)                      | 60,000      |
| Hotel/Convention Center (rooms)     | 500         |
| Multi Family (units)                | 800         |
| Baseball Fields (count)             | 24          |

Source: Developer

## 2.3 Project Concept Plan

The 250 acres is expected to be developed in phases with completion dates in the second quarter of 2021 through the third quarter of 2022. The 24-field sports complex is expected to open in the second quarter of 2021 (see **Table 2.2**).

**Table 2.2 – Proposed Development Program**

| Area              | Open    | Acres <sup>(1)</sup> | Land Uses                                            |
|-------------------|---------|----------------------|------------------------------------------------------|
| Sports Complex    | 2021    | 115                  | Baseball fields, sports facilities                   |
| Surf Village      | 2021    | 43                   | Attraction, retail, restaurant, office, Multi Family |
| Main Line-up      | 2021-22 | 31                   | Entertainment, retail, restaurant                    |
| Box Area East     | 2021-22 | 20                   | Retail, restaurant                                   |
| Convention Center | 2022    | 30                   | Convention center, hotel                             |
| Other             | 2021    | 12                   | Stormwater, right-of-way                             |
| <b>TOTAL</b>      |         | <b>250</b>           |                                                      |

Source: City of Hutto, Developer; Notes: (1) GAI estimates for acres by program area.

As part of the analysis and for purposes of projecting certain revenues, expected retail tenants in the mixed-use development (excluding lodging and office) were further assigned to one of five categories.

- ▶ Major Anchor or Big Box
- ▶ Large Format Retail (Greater than 10,000 SF)
- ▶ Small Format Retail (Less than or equal to 10,000 SF)

► Food and Beverage ("F&B")

**Table 2.3** summarizes these categories for tenants who have been included in the proposed development program.

**Table 2.3 – Proposed Retail, Restaurant, and Entertainment Program**

| Category              | Box Area East  | Main Line Up   | Surf Village  | TOTAL          |
|-----------------------|----------------|----------------|---------------|----------------|
| Major Anchor (Retail) | 105,000        | -              | -             | <b>105,000</b> |
| Large Format (Retail) | 40,000         | 12,000         | -             | <b>52,000</b>  |
| Small Format (Retail) | 20,000         | 96,000         | 8,000         | <b>124,000</b> |
| Food & Beverage       | 32,000         | 60,500         | 19,000        | <b>111,500</b> |
| Entertainment         | -              | 77,000         | -             | <b>77,000</b>  |
| <b>TOTAL</b>          | <b>197,000</b> | <b>245,500</b> | <b>27,000</b> | <b>469,500</b> |

**Table 2.4** below provides additional detail for the other planned land uses for the Sports & Health District.

**Table 2.4 – Additional Proposed Program Components**

| Land use           | Value | Total   | Area              |
|--------------------|-------|---------|-------------------|
| Aquatic Attraction | Acres | 10.0    | Surf Village      |
| Fitness Activity   | Sq Ft | 70,000  | Main Line-up      |
| Multi-Family       | Units | 800     | Surf village      |
| Office             | Sq Ft | 60,000  | Surf Village      |
| Convention Center  | Sq Ft | 150,000 | Convention Center |
| Hotel              | Rooms | 500     | Convention Center |

## 2.4 Planned Retail Concepts

The following information profiles the major retail operator types planned within the Sports & Health District, which are considered in evaluating the long-term financial results of the proposed development program.

## Home Goods and Furniture Stores

The furniture industry is broken down into retail stores, office furniture merchants, warehouse showrooms, and specialty furniture. According to the US Census, there are approximately over 87,000 establishments bringing in annual revenue of \$120 million a year and employing more than 500,000 employees. The total market size of the furniture industry, accounting for related accessories, floor coverings, and draperies operate within a \$30 billion industry.

The retail home goods industry refers to the manufacture, distribution and retail of home furniture, household decorative accessories, soft furnishings (draperies and curtains), appliances, cookware and gardening equipment. During the most recent economic recession, the industry was negatively impacted as consumers cut back on non-essential spending, putting off home improvement projects due to lower disposable income. Furniture and home furnishings stores generated about \$120 billion in sales in 2018.

Home ownership, another important factor contributing to home goods demand is increasing as employment levels rebound. As consumer demand for high-end home goods increases, companies are focusing on high-quality goods to fare better against mass-merchandise outfits. In 2018, the average annual expenditure per consumer unit on furniture in the United States amounted to over \$500.

Over the years to come, leading players in the U.S. retail furniture industry are likely to concentrate their efforts on product innovation and environmentally friendly business practices, goods and packaging. Demand will continue to rise as the housing sector recovers, with rising affluence in specific demographics such as aging baby boomers driving demand for certain products.

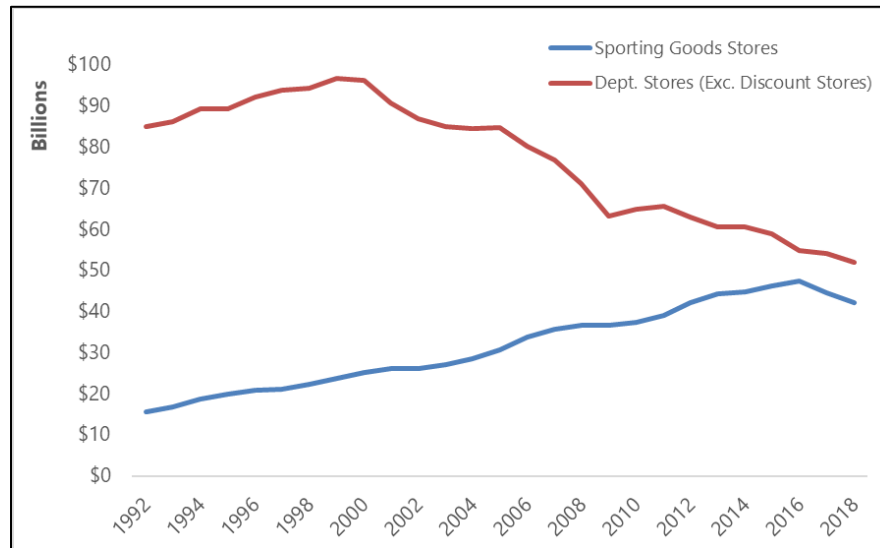
## Sporting Goods Stores

With more than 100 million Americans buying sporting goods each year, there remains a strong demand for products within the industry. And with Americans paying more attention to their own health, the market is only expected to grow. In fact, experts estimate the North American sporting goods market will reach \$35 billion by the end of 2023, representing a market share of 40% of the global market.

For the year-to-date period ended April 2019, retail sales at U.S. sporting goods stores were down 4.1% over the prior year. The majority of this decline over the past couple of years, is accounted for with the bankruptcy of Sports Authority, along with Sports Chalet, Eastern Outfitters and Gander Mountain, which were picked up by Camping World and is now reopening stores. This leaves the highest amount of market share with Dick's Sporting Goods, which currently controls 19% of the market, followed by Bass Pro (14%) and Academy Sports + Outdoors (11%). The big retailers in this category are likely only going to get bigger, since they hold more negotiating power when it comes to brands and receive bigger discounts.

Sporting goods stores' revenue is anticipated to grow at an annualized rate of 1.9 percent over the next five years, while the U.S. sports participation rate is expected to increase 2.7% over the same period.

**Figure 2-2 Retail Sales Comparison (1992-2018)**



Source: US Bureau of the Census; GAI

For the year-to-date period ended April 2019, retail sales at U.S. sporting goods stores were down 4.1% over the prior year. The majority of this decline over the past couple of years, is accounted for with the bankruptcy of Sports Authority, along with Sports Chalet, Eastern Outfitters and Gander Mountain, which was picked up by Camping World and is now reopening stores. This leaves the highest amount of market share with Dick's Sporting Goods, which currently controls 19% of the market, followed by Bass Pro (14%) and Academy Sports + Outdoors (11%). The big retailers in this category are likely only going to get bigger, since they hold more negotiating power when it comes to brands and receive bigger discounts.

The sales growth of the top sporting goods sellers still outpaces retail sales growth generally even as the industry itself is affected by changing consumer preferences, some obsolete stores, and changing demographics, which affect the choice of sport and the subsequent participation level. The sales achieved by these large format stores offers evidence that these retailers have solid business models and are able to respond to the preferences and shopping experiences of their customer base.

## Family Entertainment

The interaction between playing games, watching sports, dining and enjoying our full-service bar areas is growing customer experience and market. Generally, retail formats offering integrated entertainment options are designed to accommodate premium sports viewing events, private parties, business functions and other corporate-sponsored events. These types of operators appeal to a diverse customer base by providing a highly customizable experience in a dynamic and fun setting.

Family Entertainment venues would be expected to appeal to a broad spectrum of customers, with options for full meals as well as quick service type meals. Locations also generally offer full bar service providing a mix of high margin drink options. A wide array of amusement and entertainment options, some of which are exclusive to certain brands, is a major component of this category of retail. Locations can include redemption and simulation games, virtual reality platforms, as well as interactive entertainment options. Finally, sports-viewing is another key component of the entertainment experience,



offering customers the options for multiple large screen televisions and high-quality audio systems which provide customers with a venue for watching live sports and other televised events.

### **Electronics Stores**

The U.S. retail electronics market tallied revenues of \$300 billion in 2018 across five key categories: consumer electronics (video and audio products); home office (PCs, notebooks, netbooks, tablets, mobile phones, etc.); appliances; entertainment hardware and software; and services.

Total sales of the Top 10 electronics retailers are expected to grow by 6% in 2019 to reach \$330 billion. Absent Apple's stellar performance, the previous two business cycles have been characterized by anemic revenue growth, the demise of Circuit City and flatlining in the key category of TVs. After experiencing market share gains following Circuit City's demise, the major players have essentially seen flat growth a year after the fact, indicating that revenue increases in 2009 for some major players were purely a result of the redistribution of Circuit City sales rather than incremental business gains.

Marginal revenue growth was driven primarily by new product introductions, such as tablets and netbooks, and not from existing product lines, as well as from an increase in store fronts and retail floor space. It is clear that shifting consumption patterns and product distribution models, especially from physical to online sales, have had a major, across-the-board impact on the electronics retailing space.

### **Food & Beverage Stores**

There are numerous planned restaurant spaces to be included within the Project. These restaurants, working together, represent a broad tenant mix of both entertainment-centric concepts alongside established, branded operators. The combination of local venues and national franchises promotes synergy and balance within the overall development.

## 3.0 GENERAL ECONOMIC CONDITIONS

### 3.1 Current US Economic Performance

The current U.S. economy ranks as the longest expansion since 1945. The current expansionary phase of this business cycle started in July 2009, following the longest U.S. recessionary period ("Great Recession") that lasted 18 months between January 2008 and June 2009. The prior business cycle started with the economy reaching a peak in March 2001 followed by a brief recessionary period of 8 months ending in November 2001. The subsequent economic expansion lasted 73 months, ending in December 2007, marking the beginning of the current business cycle.

Most indicators suggest that the economy will remain relatively healthy through 2019. The GDP growth rate is expected to remain in an ideal range between 2% to 3%, the level of unemployment will continue at or near a natural rate (below 4%), there isn't too much inflation (or deflation), and the Federal Reserve has initiated slight easing of interest rates. Consumer spending, still accounting for two-thirds of U.S. economic output, has been providing the impetus for steady growth over the past several years and if job growth holds up for the rest of the year, this spending is expected to continue.

Moving beyond 2019, the U.S. economy is expected to experience measurably subdued economic growth below 2%. A few of the factors representing a drag on U.S. economic growth in 2020 include the impacts of the continuing trade war and tariffs, the effect of interest rate increases in 2019, and expected constraints on fiscal spending and stimulus starting in 2020. So far, the lack of any substantial increases in inflation rates at this stage of economic expansion has allowed the Federal Reserve to more quickly pull back on interest rate tightening. Recent Federal Reserve rate cuts and more rate cuts are expected in 2020 would be expected to boost overall economic growth in the near term.

In the context of national economic trends, the state of Texas and the counties that comprise the Austin-Round Rock Metropolitan Statistical Area ("MSA") were significantly impacted by the Great Recession. The area, however, has exhibited relatively significant economic resilience and is now performing at levels similar to those achieved in pre-recession years. The Austin-Round Rock MSA is currently experiencing a surge in growth, and there are no obvious concerns in the local market suggestive of conditions that would discourage the long-term performance of operators within the Project. This section profiles pertinent economic and demographic information for various geographies including the City of Hutto, Williamson County, and the state of Texas. Our review of economic conditions generally covers a minimum time frame between 2000 and 2017, if data is available, in order to capture nearly two complete business cycles.

### 3.2 Population Distribution and Growth

An MSA is a geographical region with a significant concentration of population or relatively high population density at its core and exhibits strong economic ties throughout the area. A typical MSA is centered on a single large city that creates substantial influence over the region. However, some MSAs contain more than one large municipal area with no single city holding a substantially dominant position. The Austin-Round Rock MSA captures a five-county area, including Hays, Travis, Bastrop, Caldwell and Williamson counties. In 2018, there are just under 2,200,000 persons living in the Austin-Round Rock MSA, which accounts for roughly 8% of the population of the entire state (see **Table 3.1**).

**Table 3.1 – Population Distribution and Growth, 1990 – 2018**

| In (000's)            | Census   |          |          | Est<br>2018 | CAGR<br>1990-18 |
|-----------------------|----------|----------|----------|-------------|-----------------|
|                       | 1990     | 2000     | 2010     |             |                 |
| Texas                 | 16,987.0 | 20,852.0 | 25,146.0 | 28,702.0    | 2.0%            |
| Austin-Round Rock MSA | 988.8    | 1,249.8  | 1,727.5  | 2,168.3     | 5.3%            |
| Williamson County     | 139.6    | 250.0    | 422.7    | 566.7       | 3.0%            |
| City of Hutto         | 0.6      | 1.3      | 14.7     | 26.4        | 3.0%            |

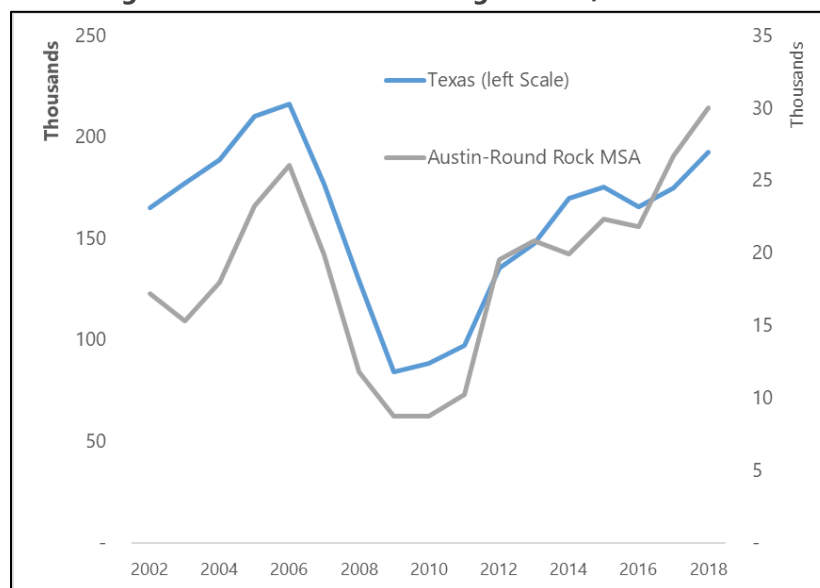
Source: US Census

Since 1990, the state of Texas and the Austin-Round Rock MSA have experienced very robust population growth. Current 2018 estimates for state and MSA population represents a 2.0% and 5.3% compound annual growth rate ("CAGR"), respectively. The US population increased at a 1% compound annual growth rate over the same period.

### 3.3 Residential Construction

Strong population growth in a state or region generally results in a very strong residential construction industry. However, the nature of creating sufficient supply to meet relatively robust demand can create more significant boom-bust cycles compared with a more moderately growing area. Residential construction activity declined beginning in 2005 in the state of Texas and Austin-Round Rock MSA during the nationwide housing market collapse (see **Figure 3.1**).

**Figure 3.1: Residential Building Permits, Total Units**



The Austin-Round Rock MSA and the state of Texas are showing strong improvement in residential construction as the number of annual permits issued continues to increase. In particular, there were over 6,991 multi-family units built in Williamson County in 2018, which is the largest number of multi-family units built in a single year during the 18-year period (2001-2018). When comparing the county to the Austin-Round Rock MSA, the county comprised a small portion of the multi-family construction in 2018 at about 23%. In 2018, approximately 11% of all multi-family units built in Texas were built in Williamson County.

### 3.4 National and Local Employment

Like many areas across the U.S., employment in the state of Texas contracted significantly as a result of the Great Recession. Nearly 8% of total jobs in the US were lost as a result of the Great Recession, with peak unemployment rates reaching just under 10%. Texas experienced nearly 8% of the labor force unemployed at its peak, with the Austin-Round Rock MSA reaching about 7%. Currently, unemployment rates for the Austin-Round Rock MSA have improved considerably and have surpassed the improvement in the regional and state unemployment levels (see **Table 3.2**).

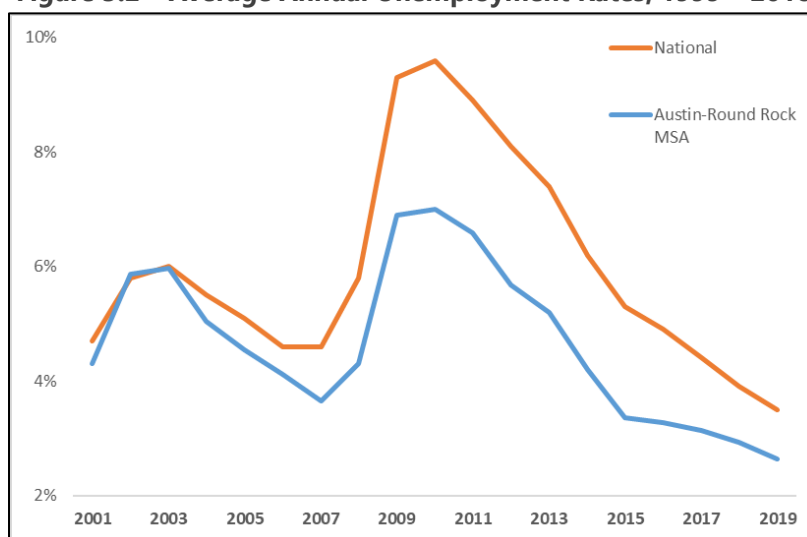
**Table 3.2 – Unemployment Rates**

| Geography                 | Prior Peak | 2018 |
|---------------------------|------------|------|
| United States             | 9.6%       | 3.5% |
| West South-central Region | 8.0%       | 3.6% |
| Texas                     | 7.6%       | 3.9% |
| Austin-Round Rock MSA     | 7.0%       | 2.6% |
| Williamson County         | 7.3%       | 2.8% |

*Source: Bureau of Labor Statistics*

Prior to the Great Recession, unemployment levels in the Austin-Round Rock MSA performed better than national levels, generally as a result of the very strong population growth in the state and region (see **Figure 3.2**).

**Figure 3.2 – Average Annual Unemployment Rates, 1999 – 2018**



Source: Bureau of Labor Statistics

Both US and Austin-Round Rock MSA unemployment quickly increased from the effects of the national economic crisis beginning in 2008 but have recovered to historically low levels. Unemployment in the Austin MSA has never been lower than its current 2.6% rate.

### 3.5 Area Income

Williamson County has an estimated per capita income of \$53,263 for 2017. The Austin-Round Rock MSA average and median household incomes are slightly higher than that seen in Williamson County. Average annual growth rates are also similar across each of these geographies.

**Table 3-3 2017 Area Income and Average Earnings**

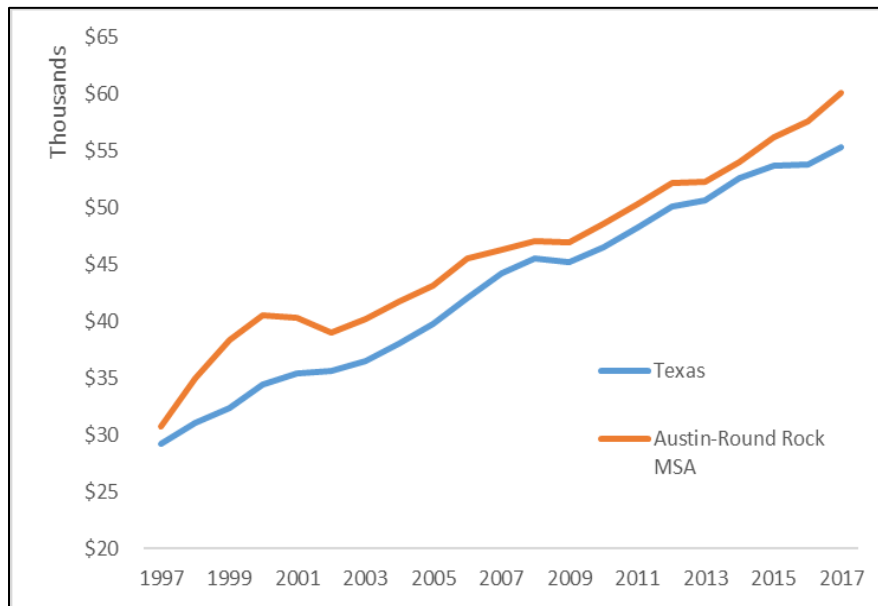
| Geography             | Per Capita Income | 2000-17 CAGR | Average Earnings | 2000-17 CAGR |
|-----------------------|-------------------|--------------|------------------|--------------|
| Texas                 | \$ 47,929         | 3.5%         | \$ 59,739        | 3.0%         |
| Austin-Round Rock MSA | 54,817            | 3.7%         | 62,493           | 3.2%         |
| Williamson County     | 48,091            | 3.3%         | 53,263           | 2.9%         |

Source: Bureau of Economic Analysis

The figure below shows per capita income and reflects income data from the U.S. Bureau of Economic Analysis (BEA) and ESRI. Of the areas listed, per capita income in the Austin-Round Rock MSA is the highest; however, the average annual rate of increase is higher in Texas than the other geographies listed in the table.



**Figure 3.3 – Per Capita Personal Income, 1997 – 2017**



Source: Bureau of Economic Analysis

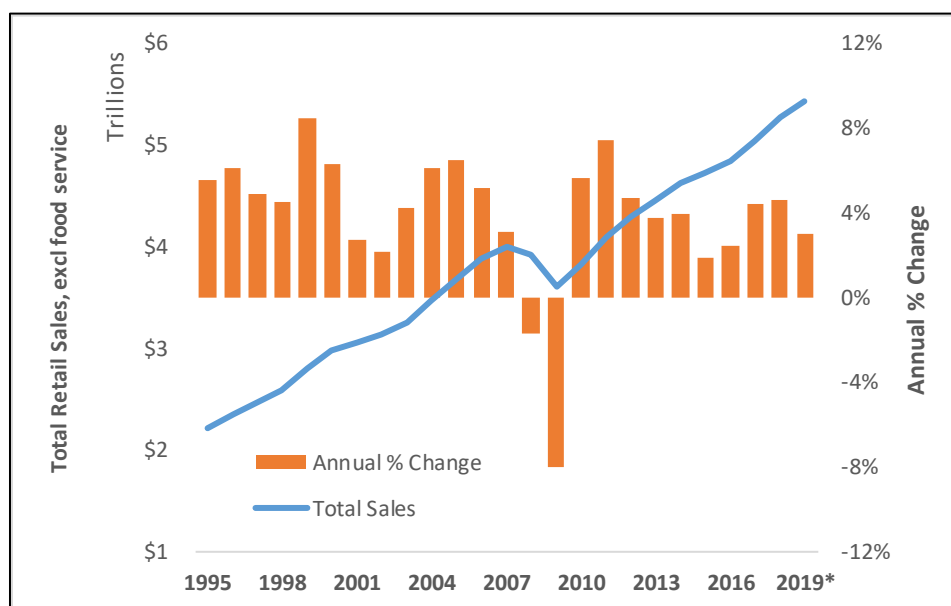
Per capita income figures allow the user to examine and compare wealth across areas that differ in growth rate, size, and composition. For making regional comparisons over a period of time, per capita income is an extremely useful tool. Per capita income does not attempt to reflect an accurate measure of a typical household's income but is helpful in assessing trends over various time periods. Per capita income is calculated by dividing the total personal income of an area by its population. Personal income is derived from net earnings, dividends, interest, rents and transfer payments (such as money from social security and aid to families but excluding income from private-payer retirement/pension programs). This is a good indicator that income has been relatively stable and is steadily improving.

## 4.0 INDUSTRY CONTEXT AFFECTING THE ANALYSIS

### 4.1 Trends in the National Retail Industry

The U.S. Retail industry (total retail sales excluding food service and drinking places) has generally continued to expand between 1995 and 2019, growing from \$2.2 trillion to slightly more than an estimated \$5.4 trillion, representing a compound annual growth rate (“CAGR”) of 3.9% (see **Figure 4.1**). The only exception has been the period of the Great Recession which produced a nearly 10% decline in total retail spending over a two-year period between 2008 and 2009.

**Figure 4.1: US Retail Industry 1995 – 2019**



Notes: \* 2019 is Estimated

Over the last several years, annualized changes in retail sales appear to have been largely a function of both inflation and net new store openings. Although not all stores survived the most recent recession, industry growth has continued following the downturn. Indeed, sales figures are ahead of inflation even as many retailers have closed stores. What remains speculative is the rate of future growth and the speed at which spending mounts as the economy continues to expand. Based on the most recent data available so far, retail sales in 2019 are trending up 3.0% from the prior year and overall sales appear to be settling into a growth rate between 2% and 4% annually. The trend of total retail spending has generally gone back to a more normal growth pattern seen in the pre-recession years.

Within the broad retail sector, several large firms dominate the industry. In 2018, the most recent year for which comparable information is available, the top 10 retailers generated more than \$1.0 trillion in annual sales, accounting for nearly one-fourth of all sales. Among the top 10 largest retailers are a variety of home improvement, department, discount, and grocery stores that have come to define the face and focus of retail trade throughout the world (see **Table 4.1**).

**Table 4.1 – Top 10 Retailers (2019 Rankings based on 2018 Sales)**

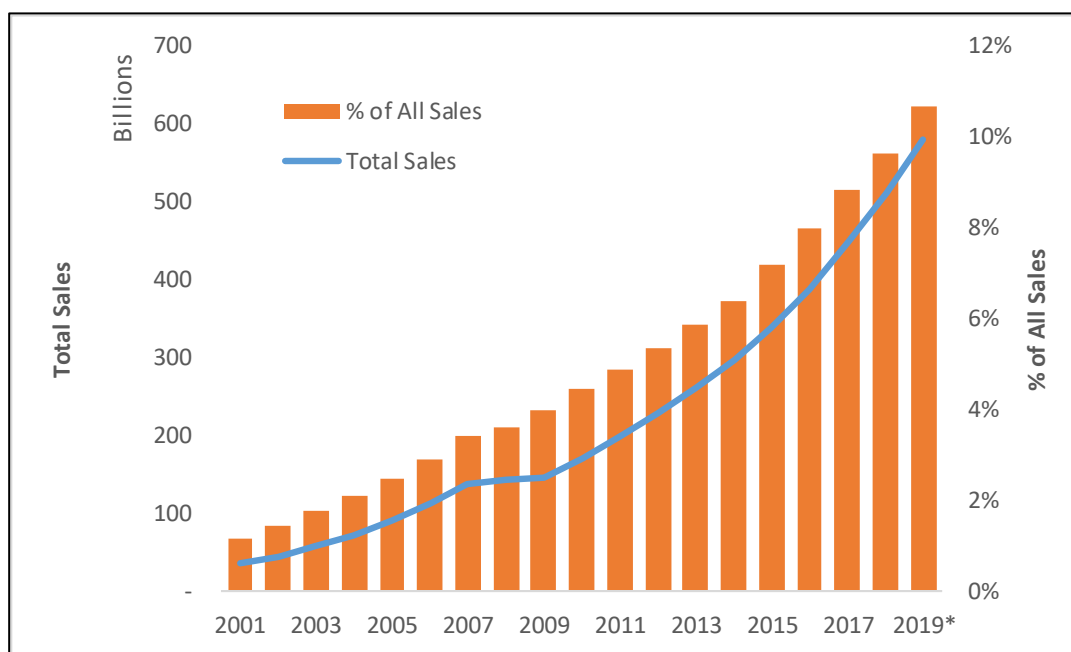
| Rank | Store                    | Sales (bill) | Y-O-Y Growth | Number of Stores |
|------|--------------------------|--------------|--------------|------------------|
| 1    | WalMart                  | \$ 387.66    | -1%          | 5,263            |
| 2    | Amazon.com               | 120.93       | 6%           | 490              |
| 3    | The Kroger Co.           | 119.70       | -22%         | 3,035            |
| 4    | Costco                   | 101.43       | 3%           | 523              |
| 5    | Walgreens Boots Alliance | 98.39        | 18%          | 9,451            |
| 6    | The Home Depot           | 97.27        | 0%           | 1,969            |
| 7    | CVS Health Corporation   | 83.79        | 1%           | 9,954            |
| 8    | Target                   | 74.48        | 1%           | 1,844            |
| 9    | Lowe's Companies         | 64.09        | -6%          | 1,723            |
| 10   | Albertsons Companies     | 59.71        | -3%          | 2,249            |

Included in the companies on this list is Walmart, which is seen as an icon in the retailing industry. This group is relatively diverse, representing hard goods (appliance, furniture, building materials) and soft goods (primarily fashion and other non-durables). Walmart is clearly the industry leader. Walmart is among the largest companies in the U.S. Solidly in the number one spot, Walmart has more than two times the sales of Amazon and Kroger.

## 4.2 E-Commerce Retail Sales

The volume of internet-based retail sales has grown significantly over the past two decades. Total E-commerce retail sales have increased from slightly more than \$27 billion, accounting for less than 1% of total US retail sales, to nearly \$526 billion in 2018, representing approximately 9.8% of total US retail sales (see **Figure 4.2**).

**Figure 4.2: US Retail Industry, E-commerce Sales, 2000 – 2019**



Notes: \* 2019 is estimated

The shift from traditional retailing to the acceptance and demand for online options has significantly changed how retailers interact with customers as well as changing the retail landscape by creating companies such as Amazon which are solely focused on delivering e-commerce retail sales. This market shift and the possibility that e-commerce could eclipse more than 50% of total retail sales volumes over the next 20 years given current growth trends, makes this topic important in the context of future retail growth, particularly with traditional retail channels.

Many retail brands are addressing the growth of e-commerce by implementing omni-channel strategies. Omni-channel is recognized as a cross-channel business model and content strategy that targets improving customer experiences with integrated on-line and traditional retail channels. Typical omni-channel strategies attempt to allow customers to move from channel to channel with seamless transitions, even within the same transaction. Some retailers report a significant proportion of customers conducting research on-line before making an in-store purchase. In addition, for those goods picked up in-store, a measurable proportion of customers elect to purchase additional products when they arrive in the store.

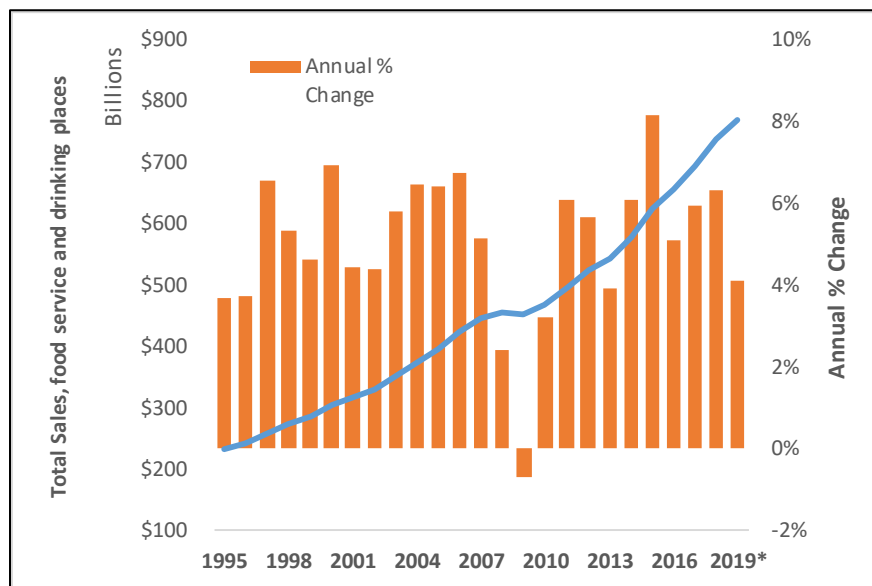
As a result, the long-term growth of e-commerce channel sales is not expected to reflect a trade off with traditional retail demand. While there will be some loss in demand for traditional retail space over the

long-term, the majority of top retail brands adopting omni-channel strategies is expected to protect and enhance traditional retail channels.

### 4.3 Trends in the National Restaurant Industry

The US Restaurant industry (food service and drinking places) has also generally continued to expand between 1995 and 2019, growing from \$233 billion to more than \$770 billion, representing a CAGR of 5.1% (see **Figure 4.3**). Similar to retail sales, the only exception has been the period of the Great Recession. However, the decline in food service and drinking places was more moderate at slightly less than a 1% decline in total spending.

**Figure 4.3: US Restaurant Industry 1994 – 2019**



Notes: \* 2019 is estimated

On the restaurant front, the patterns of business activity are similar to those experienced by the nation's leading retail chains (see **Table 4.3**). That is, a handful of large operators set the tone for the balance of the food service industry. There were ten food services corporations represented in the National Retail Federation 2018 ranking of America's 100 largest retailer corporations, which is based on audited 2017 sales information.



**Table 4.3: Selected Information on Top 10 Food Service (2018 Rankings based on 2017 Sales)**

| Rank | Store                 | Sales (mils) | Y-O-Y Growth | Number of Stores |
|------|-----------------------|--------------|--------------|------------------|
| 12   | McDonald's            | \$ 36,389    | 1.50%        | 14,155           |
| 29   | Starbucks             | 15,775       | 11.70%       | 13,172           |
| 33   | Subway                | 13,945       | 0.30%        | 26,932           |
| 42   | Burger King Worldwide | 10,702       | 3.50%        | 8,121            |
| 46   | YUM! Brands           | 9,432        | -51.30%      | 17,504           |
| 50   | Wendy's               | 8,975        | 0.30%        | 5,739            |
| 52   | Dunkin' Brands Group  | 8,830        | 7.60%        | 11,366           |
| 64   | Darden Restaurants    | 6,907        | 2.50%        | 1,538            |
| 65   | DineEquity            | 6,879        | -4.80%       | 3,495            |
| 70   | Chick-fil-A           | 6,437        | 4.90%        | 2,112            |

As with the major retailers, a single name stands well above the rest in terms of universal name recognition, scale, and production. McDonald's revenues are approximately two times those of Yum! Brands, which includes three recognizable chain names: KFC, Taco Bell, and Pizza Hut. Although there are some full-service casual restaurants, the list of giants is dominated by fast food outlets such as Taco Bell which provide a narrow range of menu options and virtually no alcohol.

Restaurants have become an important and essential ingredient of the American lifestyle. According to the National Restaurant Association, their most recent report of restaurant industry sales states that after peaking at \$61.5 billion in July 2018, total eating and drinking place sales trended slightly lower in the end of 2018, however, they still stood 5.6% above their year-ago levels, driven by strong gains in the middle of the year.

There is a high degree of competition in the food and beverage industry which historically has seen low profit margins. The industry is dependent on discretionary spending, and many participants in the industry have pursued growth through acquisition in lieu of building new units. This provides a larger revenue base over which to spread costs and leverage to keep supplier costs down.

#### 4.4 Trends in Per Capital Demand

As the industry has sought to develop new retailing approaches, total per capita sales have generally increased above the rate of inflation (see **Table 4.4**).

**Table 4.4 - Estimated Retail and Restaurant Sales Per Capita – All Major Categories, Unit**

| Year | Per Capita Sales |            | Annual % Change |            | CPI   |
|------|------------------|------------|-----------------|------------|-------|
|      | Retail           | Restaurant | Retail          | Restaurant |       |
| 2008 | \$ 4,799         | \$ 695     | -2.8%           | -2.3%      | 3.8%  |
| 2009 | 4,462            | 686        | -7.0%           | -1.2%      | -0.3% |
| 2010 | 4,551            | 691        | 2.0%            | 0.7%       | 1.6%  |
| 2011 | 4,685            | 706        | 2.9%            | 2.1%       | 3.1%  |
| 2012 | 4,726            | 725        | 0.9%            | 2.8%       | 2.1%  |
| 2013 | 4,745            | 737        | 0.4%            | 1.7%       | 1.5%  |
| 2014 | 4,788            | 764        | 0.9%            | 3.6%       | 1.6%  |
| 2015 | 4,764            | 819        | -0.5%           | 7.2%       | 0.1%  |
| 2016 | 4,764            | 845        | 0.0%            | 3.1%       | 1.3%  |
| 2017 | 4,861            | 847        | 2.0%            | 0.2%       | 2.1%  |
| 2018 | 4,962            | 868        | 2.1%            | 2.5%       | 2.5%  |

Source: FRED Economic Data; GAI

Not surprisingly, 2009 year-end retail sales figures showed a decline in per capita sales. Despite the recession not officially ending until June 2009, annual growth occurred in the following year. Further growth in 2011 through 2017 is a good indicator that retail activity is stabilizing and may continue on the upward trend once again. While retail sales per capita saw a slight decline from 2014 to 2015, restaurant sales per capita experienced an increase higher than any achieved in the last 16 years. Except during the recession, total estimated per capita retail sales have historically shown steady growth during the last 16 years, with 2017 having the highest dollar amount of retail sales and restaurant sales compared to any other year.

## 4.5 Implications

Retail sales have grown annually between about 0.5% and 2.9% since 2010. Following the period of sales decline from 2008 through 2009, sales started rising again in 2010. Retail sales have continued to remain positive from 2010 through 2019. This signals that consumer demand has generally recovered from the declines that occurred in the recent recession. Restaurant sales have also generally recovered from the declines suffered during the most recent recession. Average annual growth in restaurant sales has ranged from about 0.5% to 8.0% since 2010.

## 5.0 REGIONAL MARKET CONDITIONS

The Austin metro realized a 3.3% annualized increase in jobs during the three months ending in May. Growth was led by the construction and mining sector, which grew an annualized 27.5% (4,000 jobs). The information sector also experienced expansion with 9.7% growth (800 jobs). Austin's unemployment rate dropped from 2.6% in April to 2.5% in May, the lowest recorded rate since December 1999. The state unemployment rate declined from 3.7% in April to 3.5% in May, whereas the U.S. remained at 3.6%. For the third year in a row, Austin is the No. 1 Best Place to Live in the U.S., based on the U.S. News & World Report: Best places to live in the U.S. in 2019. U.S. News ranked the 125 most populous metro areas offering the best combination of jobs, desirability, cost of living, and quality of life.

**Table 5.1 – Hutto, TX Market Area Statistics**

|                                       | 10-minute<br>Drive-Time | 20-minute<br>Drive-Time | 30-minute<br>Drive-Time |
|---------------------------------------|-------------------------|-------------------------|-------------------------|
| Total Population                      | 44,915                  | 372,430                 | 1,099,010               |
| Daytime Population                    | 32,868                  | 342,817                 | 1,067,796               |
| Households                            | 14,293                  | 128,834                 | 414,229                 |
| Housing Units                         | 15,190                  | 137,165                 | 442,347                 |
| Vacancy                               | 6.0%                    | 6.0%                    | 6.0%                    |
| Median Household Income               | \$86,684                | \$79,637                | \$76,012                |
| Per Capita Income                     | \$33,248                | \$34,070                | \$37,575                |
| Total Consumer Expenditures (\$, bil) | \$1.282                 | \$10.874                | \$35.376                |

Source: ESRI Business Analyst; GAI

### 5.1 Sports Tourism

As predicted by Wintergreen Research, Inc in 2017, the youth travel sports industry has continued its dramatic rise in participation, spending, and development, a 'boom' which has far-reaching effects across the industry, including event owners, industry associations, travel teams, and communities. Valued at \$10.47 billion in 2016 by the National Association of Sports Commission, youth travel-related spending has now reached the \$17 billion mark. According to Dev Pathik, CEO and Founder of the Sports Facilities Advisory, there are still hundreds of millions of real estate development yet to come.

Many cities like Hutto, TX are investing in sports tourism in a big way – an action that will shape the future of their rapidly growing communities. Through a public private-partnership, the City, a private developer, Sports Facility Advisory, and baseball scouting organization Perfect Game, have joined forces to create an development anchored by the relocation of Perfect Game's headquarters. Perfect Game's presence in the community is expected to create demand for more than 150,000 hotel room nights annually resulting in a \$200 million economic impact.

As families travel many miles so their children can play more games and be seen by more college recruiters, sprawling campuses like The Grand Park Sports Campus in Westfield, IN, Rocky Top Sports

World in Gatlinburg, TN, and LakePoint Sporting Community in Emerson, GA have fine-tuned their facilities and their programs to attract millions of visitors every year. With the success of these megacomplexes – and other hybrid sports/vacation destinations like them – have become staples of the tournament-vacation circuit youth sports phenomenon.

Founded in 1995, Perfect Game is the nation's largest and most comprehensive baseball scouting organization. Perfect Game reports their current player database has reached over 1,000,000 and holds an average of over 1,000 events each year. As the premier scouting organization, 12,620 players that have attended Perfect Game events have become Major League Baseball draft selections and 1,369 have become Major league players. In 2018 USA Today named Perfect Game President Jerry Ford one of the 100 most influential people in Major League Baseball.

## 5.2 Structure of the Retail Marketplace

The gross leasable area of retail space in the Austin market totals approximately 94 million square feet and is about 96% occupied. The concentration and distribution of that inventory are shown in the following table.

**Table 5.2 – Retail Inventory and Occupancy, Austin, TX Submarkets**

| Submarket    | Net Rentable Area (000's) | Vacancy (%) | YTD Net Absorption (SF) | YTD Deliveries (SF) | Avg. Asking Rent NNN (\$/SF) |
|--------------|---------------------------|-------------|-------------------------|---------------------|------------------------------|
| CBD          | 2,194                     | 3.8         | (6,959)                 | 0                   | \$35.61                      |
| Cedar Park   | 8,424                     | 3.7         | 38,722                  | 54,877              | \$22.06                      |
| Central      | 8,660                     | 4.5         | 49,033                  | 0                   | \$22.55                      |
| East/SE      | 6,715                     | 4.8         | (13,963)                | 107,455             | \$23.73                      |
| Georgetown   | 6,792                     | 5.3         | (47,114)                | 30,644              | \$16.82                      |
| Hays County  | 9,711                     | 2.4         | 77,485                  | 20,970              | \$23.39                      |
| North/Domain | 7,519                     | 2.9         | 4,692                   | 0                   | \$20.35                      |
| Northeast    | 7,410                     | 5.8         | 48,465                  | 32,000              | \$20.45                      |
| Northwest    | 9,354                     | 4.0         | (57,189)                | 11,772              | \$21.35                      |
| Round Rock   | 7,683                     | 5.7         | 82,934                  | 9,720               | \$21.23                      |
| South        | 11,252                    | 4.3         | (57,554)                | 32,705              | \$25.04                      |
| Southwest    | 8,721                     | 4.2         | 110,521                 | 15,272              | \$29.29                      |
| <b>Total</b> | <b>94,434</b>             | <b>4.2</b>  | <b>229,073</b>          | <b>315,415</b>      | <b>\$22.22</b>               |

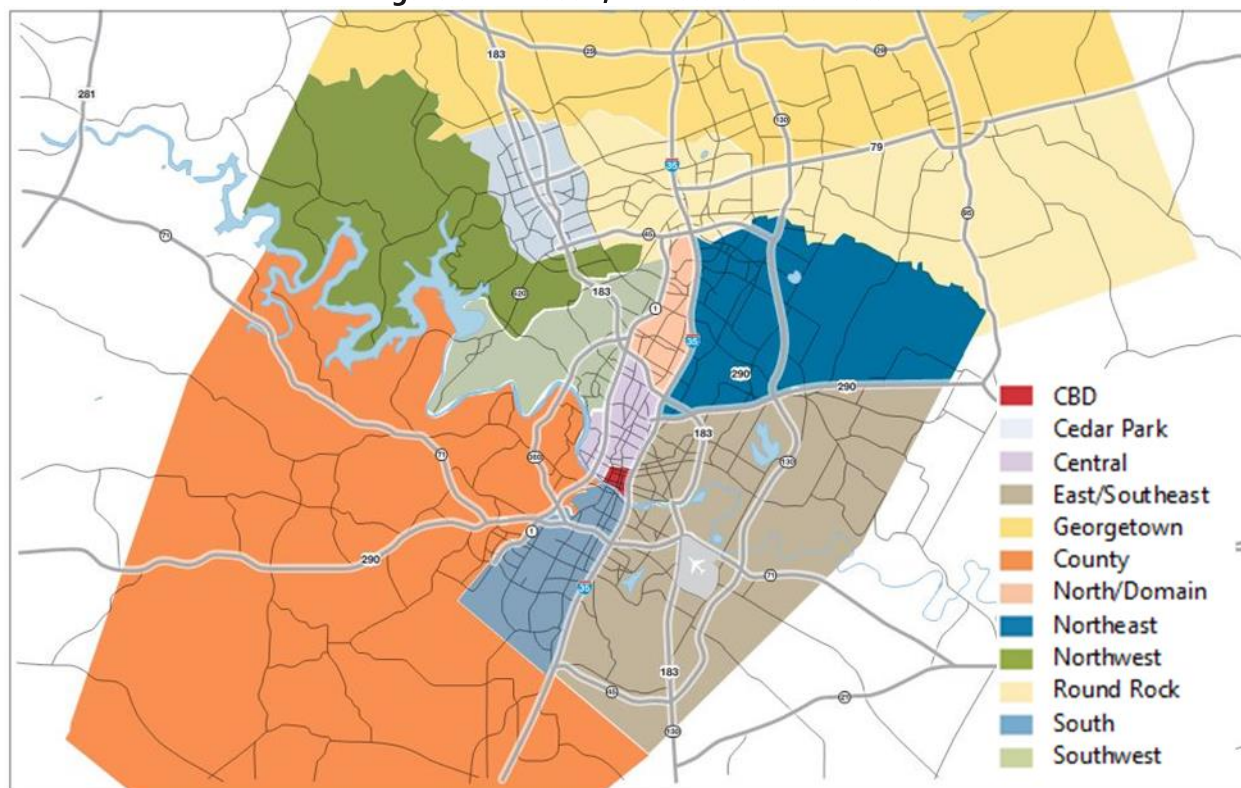
Source: NAI Partners Austin Retail Market Report, Q2 2019

Austin retail market fundamentals are booming, with occupancy at 95.8% for three consecutive quarters, and 1.1 million sq. ft. of leasing activity in the first half of 2019. Supply and demand have been equally aligned for the last decade with supply averaging 263,000 sq. ft. and demand 301,000 sq. ft. per quarter.

The retail market saw overall average asking rates rise \$0.39 per sq. ft. in the second quarter of 2019 at \$22.22 per sq. ft. on a triple-net basis quarter-over-quarter. Vacant space has lessened in Austin's retail market during the last five years with occupancy rates at or above 95% for nineteen consecutive quarters, or the fourth quarter of 2014. While retail availability is especially limited across the Austin area, it is particularly tight within the North/Domain, with a total inventory of approximately 7.5 million sq. ft., a vacancy rate of 2.9%, and the average asking triple net rent at \$20.25 per sq. ft. Overall average asking rates have climbed 27.6% over the last five years from \$17.42 per sq. ft. to \$22.22 per sq. ft. at the half way mark of 2019. Although concessions such as free rent and tenant improvement allowances make posted rents less meaningful as a market indicator, the price of Austin's retail space is climbing. The highest-quality space, with the best location, and ease of accessibility will demand the highest rents.

**Figure 5.1** shows the location of submarkets within the Austin market noted in **Table 5.2**.

**Figure 5.1 – Austin, TX Retail Submarkets**

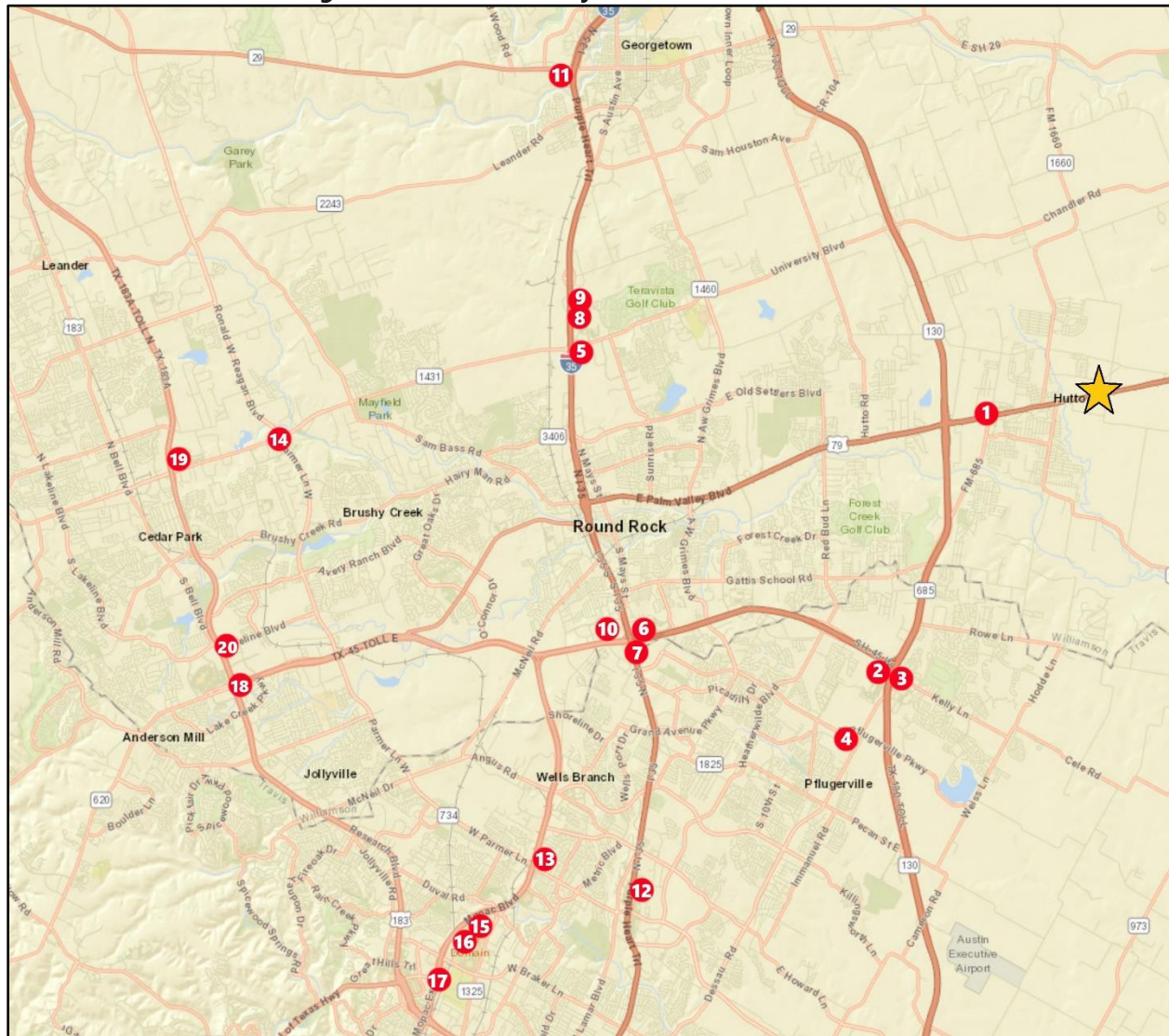


Source: NAI Partners Austin Quarterly Market Report

**Figure 5.2** and **Table 5.3** profile major retail concentrations that are within a 30-minute drive-time of Sports & Health District.



**Figure 5.2 – Selected Major Retail Concentrations**



Source: ESRI Business Analyst; GAI

**Table 5.3 – Selected Major Retail Concentrations**

| Map | Distance from Site (miles) | Center                     | Size, Sq Ft (000's) | Year Built | City             |
|-----|----------------------------|----------------------------|---------------------|------------|------------------|
| 1   | 0.81                       | Townwest Commons           | 367.4               | 2007       | Hutto, TX        |
| 2   | 5.82                       | Stone Hill Town Center     | 1,000.0             | 2007       | Pflugerville, TX |
| 3   | 5.93                       | Cornerstone at Kelly Lane  | 425.0               | 2018       | Pflugerville, TX |
| 4   | 7.03                       | Pfluger Crossing           | 400.0               | 2007       | Pflugerville, TX |
| 5   | 8.21                       | University Oaks            | 666.4               | 2008       | Round Rock, TX   |
| 6   | 8.31                       | Boardwalk Shopping Center  | 499.6               | 1996       | Round Rock, TX   |
| 7   | 8.34                       | Round Rock Crossing        | 458.6               | 2004       | Round Rock, TX   |
| 8   | 8.46                       | Round Rock Premium Outlets | 488.7               | 2006       | Round Rock, TX   |
| 9   | 8.55                       | Round Rock Plaza           | 488.7               | 2013       | Round Rock, TX   |
| 10  | 8.68                       | La Frontera Village        | 866.5               | 2000       | Austin, TX       |
| 11  | 10.54                      | Wolf Ranch Town Center     | 632.3               | 2005       | Georgetown, TX   |
| 12  | 11.33                      | The Shops at Tech Ridge    | 332.8               | 2003       | Austin, TX       |
| 13  | 12.32                      | Parmer Crossing            | 315.6               | 1992       | Austin, TX       |
| 14  | 13.99                      | Whitestone Market          | 394.3               | 2003       | Cedar Park, TX   |
| 15  | 14.03                      | Domain NORTHSIDE           | 600.0               | 2016       | Austin, TX       |
| 16  | 14.40                      | The Domain                 | 1,234.4             | 2007       | Austin, TX       |
| 17  | 14.89                      | Shops at Arbor Walk        | 458.5               | 2006       | Austin, TX       |
| 18  | 15.29                      | Anna Plaza                 | 400.0               | 1997       | Austin, TX       |
| 19  | 15.40                      | 1890 Ranch                 | 900.0               | 2007       | Cedar Park, TX   |
| 20  | 15.44                      | Parkline                   | 300.0               | 2008       | Austin, TX       |

Source: ESRI Business Analyst; GAI

The shopping centers shown in the table and map above do not necessarily reflect all of the retail space within close proximity to the Sports & Health District but is meant to represent the larger centers located within the region. Townwest Commons is the closest shopping center to the Sports & Health District, located less than one mile west of the Sports & Health District, however their focus is more service oriented shopping with a Lowe's Home Improvement Store and Walgreens Pharmacy as principal anchors, along with a credit union and various fast-food outlets. The next closest retail center is Stone Hill Town Center, located about 5.8 miles from the Sports & Health District, anchored by Super Target, Home Depot,

Dick's Sporting Goods, Best Buy, and Petco. At 1,234,000 square feet, The Domain is the largest shopping center within the 30-minute drive-time of the Sports & Health District. The Domain features anchors such as Macy's, Dillard's, Neiman Marcus, Dick's Sporting Goods.

### 5.3 Area Visitation

Visitation to the Austin-Round Rock MSA is strong as a result of significant entertainment and travel options along with focused marketing. The City's capture of the growing tourism market today is only limited by the number of available hotel rooms. Currently, the City has two hotel properties accounting for 132 hotel rooms. An additional 200 rooms are planned in the near-future for development outside of the Project. **Table 5.4** provides historical room-night revenue and hotel occupancy tax collections.

**Table 5.4 – City Room Revenue and Room Tax Collections (000's)**

| FY        | Room Revenue | Hotel Occupancy Taxes | RevPar   | ADR    | Occupancy |
|-----------|--------------|-----------------------|----------|--------|-----------|
| 2014      | \$ 1,480,000 | \$ 103,577            | \$ 67.60 | 96.50  | 70%       |
| 2015      | 1,563,000    | 109,428               | 71.40    | 95.20  | 75%       |
| 2016      | 3,052,000    | 213,664               | 63.40    | 94.60  | 67%       |
| 2017      | 3,732,000    | 261,239               | 77.50    | 107.80 | 72%       |
| 2018      | 3,872,000    | 271,387               | 80.50    | 109.50 | 74%       |
| 17-18 Chg | 3.9%         | 3.9%                  | 3.9%     | 1.8%   |           |

Source: City of Hutto; GAI

The addition of 500 rooms located within the Zone 2 TIRZ and the planned 200 rooms in other areas would represent a 430% increase in current hotel supply within the City.

## 6.0 REVENUE PROJECTIONS

### 6.1 Overview

The scope of possible incremental and new taxes, fees, and revenues to be directly pledged to the repayment of the Series 2019 Bonds included within this analysis are:

- ▶ City tax increment revenues generated from taxation of real property within the boundaries of a tax increment reinvestment zone;
- ▶ City hotel occupancy taxes generated by the Project;
- ▶ Certain City sales taxes generated by the Project; and
- ▶ Special assessments on property within a public improvement district.

These revenue sources will be directly pledged to the repayment of the Series 2019 Bonds ("Pledged Revenues").

In addition to the Pledged Revenues, this analysis includes several other sources of incremental and new taxes, fees, and revenues generated by the Project that may be available for future financings related to the Project. These revenue sources ("Potential Incentive Revenues") are provided for information purposes and are not pledged for the repayment of the Series 2019 Bonds. The Potential Incentive Revenues included within this analysis are:

- ▶ Incremental County property tax collections;
- ▶ Expected future 2% enhanced hotel occupancy tax;
- ▶ Expected future 2% hotel venue occupancy tax;
- ▶ State sales tax collections (time limited);
- ▶ State hotel occupancy tax collections (time limited);
- ▶ A portion of Perfect Game admissions revenues;
- ▶ An admissions tax on the aquatic attraction venue;
- ▶ Net operating revenue from paid event parking;
- ▶ Perfect Game lease payments to the City; and
- ▶ Net income from operation of the Convention Center.

This report describes GAI's projections of Pledged Revenues and Potential Incentive Revenues and the processes involved in that work. Each reader is encouraged to read this analysis in its entirety to understand the assumptions and potential limitations of the analysis.

In the course of estimating incremental and new revenues generated by the Project, we considered both public and proprietary data provided by representatives of the City, Texas Comptroller's Office, U.S. Department of Commerce, Securities and Exchange Commission ("SEC") filings, Urban Land Institute ("ULI") and other sources as well as a number of industry publications oriented toward special classes of retail activity. A reasonable and diligent effort has been made to confirm all assumptions as explained here. Still, there could be small errors of fact based on data and methods of reporting or accounting for that data. For example, there could be revenue streams that could generate sales tax that have not been

considered. Such additions, to the degree they exist, should be considered immaterial in the context of assumptions and projections about operational matters and their impacts on retail estimates. These assumptions and projections reflect our best judgment at this time.

Our process for projecting incremental and new tax, fee, and revenues occurs in the following general sequence:

- ▶ Review information on retail, restaurant, office, and entertainment tenants in the Zone 2 TIRZ provided by the City and Developer or representatives of both.
- ▶ Modify same if deemed necessary.
- ▶ Validate basic tax, fee, and revenue drivers (e.g. property values, room-nights, retail sales, admissions) achieved by these users and similar users (where available) in other locations.
- ▶ Review Project wide levels of activity with industry standards and modify as necessary for changing economic conditions.
- ▶ Apply tax and fee levies appropriate to each potential revenue source.

## 6.2 Major Assumptions for City Property Tax Projections

The Zone 2 TIRZ captures a portion of City ad valorem property taxes in excess of a defined base amount. This analysis assumes the City will pledge 75% of the City's incremental ad valorem mill levy generated by the Project to the Series 2019 Bonds. The City's ad valorem levy is currently 0.631351 per \$100 of assessed value. The effective millage rate applied to the estimated assessed value of the Project over the projection period is 0.47351 per \$100 of assessed value.

These excess property tax revenues stem from the estimated appraised value of the physical improvements now contemplated as well as the underlying appreciation of the land. GAI projected the applicable incremental property taxes that may accrue to the planned Project. Such taxes extend directly from the tax valuation that has been assigned to land use activities within the broader development program.

Generally, ad valorem taxes pertain to all real property and tangible personal property. This analysis deals exclusively with real property. Ad valorem property taxation involves a two-step process of appraisal and assessment. The appraisal process may consider the following factors:

- ▶ The class of the property
- ▶ The size of the property
- ▶ Depreciation, either physical, functional, economic or social
- ▶ Cost of replacement
- ▶ Productivity
- ▶ Earning capacity based on rents or capitalization of net income
- ▶ Sales value on an open market with reasonable controls for inflation
- ▶ Regulatory restrictions placed on the property such as zoning
- ▶ Comparison with established values of similar properties



The goal of the appraisal process is to ascertain a property's "fair market value." In appraising a property, an appraiser uses one or more of the following methods: the comparative sales approach, the cost of reproduction method or the income method. In theory, the three methods should produce the same answer. In actuality, the three approaches may be very different, and appraisers must determine which method is best on a case by case basis. Based on conversations with the Williamson County Central Appraisal District ("Williamson CAD"), the income and cost approaches are the most likely methods that will be used to appraise the development of improvements in the Zone 2 TIRZ. Our analysis is consistent with the application of these approaches. All taxable property is appraised each year.

The appraised and assessed values of the Project are based upon our understanding of probable tax treatment and a review of the historical assessed values of similar properties which currently exist in the market covered by the Williamson CAD. Historical assessed value information for these comparables were obtained directly from the Williamson CAD.

Major assumptions underlying this part of the analysis follow:

- ▶ The timing of construction has been estimated on the basis of information provided by representatives of the City and the Developer. By their nature, such schedules could be subject to change.
- ▶ The appraised value of new construction has generally been assumed to be a function of potential income and directly comparable to other properties of a similar nature identified on the tax rolls with valuations adjusted as needed for conditions, activity, orientation, or location.
- ▶ Through the Williamson CAD, GAI obtained historical and current (2019) appraised property values and property tax data for each land parcel in the Project.
- ▶ The total Project land square footage is approximately 10,890,000 square feet, based on total of approximately 250 acres. The planned Zone 2 TIRZ is approximately 460 acres.
- ▶ Based on historical trends and projected economic activity, we have assumed property appreciation rates at 2.5% per year.
- ▶ We have assumed a lag between building completion, collection, and distribution of property taxes for this analysis appropriate to the process of the Williamson CAD and County Tax Collector. For example, a building that is completed by December 31, 2020, is valued (appraised) as of January 1, 2021, and billed by November 2021. Property tax statements are mailed in late October and taxes must be paid in full on or before January of the following year to avoid penalty and interest. A 7.0% penalty and interest will be added on property accounts with outstanding balances. Thus, using the same example above, 100% of property taxes due from the appraised value as of January 1, 2021 would be due by February 2022. The Tax Collector distributes those ad valorem taxes to the appropriate jurisdiction in the first quarter of 2022.
- ▶ We have not assumed an administrative fee would be applied against property tax collections.
- ▶ Property values for the defined base were provided by the City and are removed from the overall assessed values before calculation of the property taxes. The 2019 base property value for the entire Zone 2 TIRZ is reported at \$546,684. For the purpose of this analysis, incremental property value is calculated based on assessed values each year less an assumed base value of \$550,000 since properties accommodating the planned 250-acre Project have not been specifically identified.

- ▶ We estimated partial completion of the projects prior to being appraised at 100% on an income approach. Partial property tax values were therefore assumed to be in place as of January 1 for years leading up to completion.
- ▶ Property values (in 2019 dollars), inclusive of land and building improvements at build-out, were estimated for each development component, and are assumed as described herein.
- ▶ The estimated total assessed value for retail, entertainment, and restaurants is between \$185 to \$275 per building square foot.
- ▶ The estimated total assessed value for office space is \$225 per building square foot.
- ▶ The estimated total assessed value for multi-family is \$130,000 per unit.
- ▶ The estimated total assessed value for hotels is \$60,000 per room
- ▶ The Zone 2 TIRZ captures 75% of the City ad valorem millage of 0.631351 per \$100 of taxable value. The effective millage rate on incremental taxable value is therefore 0.43751 per \$100 of taxable value.

**Table A.1** in **Appendix A** provides details of incremental City property tax collections.

### 6.3 Major Assumptions for Sales and City Sales Tax Projections

This analysis assumes the City will pledge 75% of the 1.00% City's general sales tax and 75% of the 0.50% City's economic development sales tax for a total pledge of 1.125% of the incremental sales taxes generated by the Project from taxable sales. A portion of the Project may be located within an emergency service district subject to a sales tax sharing agreement with the City. For any sales taxes within the emergency service district the City will pledge an amount equivalent to 1.125% of the incremental sales taxes generated by the Project from taxable sales.

Major assumptions underlying this part of the analysis follow:

- ▶ Estimates for gross retail revenues were applied for each component of the proposed development program. These estimates were based on detailed conversations with representatives of the City and Developer regarding concepts and formats of retail users.
- ▶ Gross retail revenues were adjusted by 10% to reflect and average non-taxable portion of gross sales.
- ▶ An additional adjustment for a vacancy factor was applied to gross taxable sales. Initial vacancy as assumed at 20% with a long-term vacancy factor of 5% applied to the balance of the Projection Period.
- ▶ Based on historical trends and projected economic activity, we have assumed a retail sales growth rate at 2.5% per year.
- ▶ Gross retail sales per square foot (in 2019 dollars) were estimated for each development component and are assumed as described herein.
- ▶ Annual gross sales for Retail & Entertainment are estimated at \$345 per building square foot (weighted average, 2019 dollars).

- ▶ Annual gross sales for Food & Beverage/Restaurants are estimated at \$600 per building square foot (weighted average, 2019 dollars).
- ▶ Hotel taxable room revenues are equivalent to \$85 per available room night.
- ▶ The Zone 2 TIRZ would capture 75% of the City general tax of 1.00% and City economic development tax of 0.50% for an effective tax rate of 1.125% for every dollar of taxable retail sales.

**Table A.2 in Appendix A** provides details of City sale tax collections.

## 6.4 Major Assumptions for Room-nights and City Hotel Tax Projections

This analysis assumes the City will pledge 100% of the City's hotel occupancy tax of 7.00% applied to occupied room nights generated within the Project.

Major assumptions underlying this part of the analysis follow:

- ▶ The City currently assesses a 7% hotel occupancy tax on each occupied room night.
- ▶ The existing City hotel occupancy tax will be applied to the 500 rooms proposed in the Project.
- ▶ Current average daily rates ("ADR") in the Hutto market are between \$95 to \$120.
- ▶ Hotel taxable room revenues are equivalent to \$85 per available room night.
- ▶ Based on historical trends and projected economic activity, we have assumed an ADR growth rate at 2.5% per year.

**Tables A.3 in Appendix A** provides details of existing City hotel occupancy tax collections.

## 6.5 Major Assumptions for PID Assessments

This analysis assumes the City will create the PID and will levy annual assessments on certain commercial and residential property within the Project.

Major assumptions underlying this part of the analysis follow:

- ▶ PID assessments would be levied and collected as part of the ad valorem property tax process.
- ▶ Annual assessments would be billed based on development completed January 1 and collected by February of the following year.
- ▶ No annual inflation has been applied to PID assessments.
- ▶ PID assessment rates for this analysis have been assumed at \$1.00 per square feet of commercial uses (e.g. retail, restaurant, and entertainment) and \$540 per residential apartment.

**Tables A.4 in Appendix A** provides details of the estimated PID assessments.

## 6.6 Major Assumptions for Potential Incentive Revenues

The Project will also generate additional other tax, fee, and revenue sources potentially available for future financings. The Potential Incentive Revenues are provided for information purposes and are not pledged for the repayment of the Series 2019 Bonds. These sources may include:

- ▶ Incremental County property tax collections;
- ▶ Expected future 2% enhanced hotel occupancy tax;
- ▶ Expected future 2% hotel venue occupancy tax;
- ▶ State sales tax collections (time limited);
- ▶ State hotel occupancy tax collections (time limited);
- ▶ A portion of Perfect Game admissions revenues;
- ▶ An admissions tax on the aquatic attraction venue;
- ▶ Net operating revenue from paid event parking;
- ▶ Perfect Game lease payments to the City; and
- ▶ Net income from operation of the Convention Center.

Major assumptions underlying this part of the analysis follow:

- ▶ Incremental County property taxes were estimated under the same assumptions used for City property taxes.
- ▶ Potential incremental County ad valorem was based on 50% of the County millage of 0.418719 per \$100 of taxable value. The effective millage rate on incremental taxable value is therefore 0.2094 per \$100 of taxable value.
- ▶ Expected future 2% enhanced hotel occupancy tax on occupied room-nights both inside Project and outside the project but within the City were estimated under the same assumptions used for City hotel occupancy taxes.
- ▶ Expected future 2% hotel venue occupancy tax on occupied room-nights both inside Project and outside the project but within the City were estimated under the same assumptions used for City hotel occupancy taxes.
- ▶ State sales and hotel occupancy taxes were estimated under the same assumptions used for City sales and hotel occupancy taxes.
- ▶ The State sales tax at 6.25% and hotel occupancy tax at 6.00% are captured by the City as provided in Texas Chapter 351 as amended by House Bill 4347 ("HB 4347").
- ▶ Based on the Multi-party Development Agreement, the City would receive 25% of admissions revenues from scheduled events of the Sports Complex. The revenue estimates included in this analysis have been provided by Sports Facilities Advisory ("SFA").
- ▶ The admissions tax on the proposed aquatic attraction is assumed at \$2.00 per admission with annual attendance estimated at 200,000. Both estimates are assumed constant over the projection horizon.

- ▶ SFA also provided estimates for gross and net revenue from parking operations. The City is expected to receive 75% of gross parking receipts from managing approximately 2,000 paid parking spaces.
- ▶ Pursuant to the Multi-party Development Agreement, Perfect Game has agreed to pay the City a series of lease payments for utilizing the Sports Complex to host its annual events. These lease payments were provided by the City.
- ▶ SFA also provided estimates of net operating income to the City from the Convention Center.

## 6.7 Summary of Revenue Projections

The projection horizon considered in this analysis corresponds with a calendar year basis or a January to December 12-month period. The projection period for this analysis runs for a 30-year period from January 1, 2020 through December 31, 2049. We understand that actual tax, fee, or revenue distributions may lag behind the period in which they are actually generated and have incorporated appropriate adjustments in revenue projections.

**Table 6.1** provides a summary of Pledged Revenues each year within the Projection Period. **Appendix A** provides additional details for each revenue source. **Table 6.2** provides a summary of Potential Incentive Revenues each year within the Projection Period. None of the Potential Incentive Revenue sources exist on the date of this Report and will not exist on the date of issuance of the Series 2019 Bonds. The Potential Incentive Revenue sources are not and will not be pledged, or available in the future, to pay debt service on the Series 2019 Bonds. **Appendix B** provides additional details for some these revenue sources.



**Table 6.1 – Summary of Projected Pledged Revenues**

| <b>CY</b>    | <b>City TIRZ<br/>Property Tax<sup>(1)</sup></b> | <b>City Sales Tax<br/>Collections<sup>(2)</sup></b> | <b>City Existing<br/>HOT<sup>(3)</sup></b> | <b>PID<br/>Assessments<sup>(4)</sup></b> | <b>Total Pledged<br/>Revenues</b> |
|--------------|-------------------------------------------------|-----------------------------------------------------|--------------------------------------------|------------------------------------------|-----------------------------------|
| 2020         | \$ -                                            | \$ -                                                | \$ -                                       | \$ -                                     | \$ -                              |
| 2021         | 42,000                                          | 623,000                                             | -                                          | -                                        | 665,000                           |
| 2022         | 824,000                                         | 1,971,000                                           | 234,000                                    | 956,500                                  | 3,985,500                         |
| 2023         | 1,219,000                                       | 2,791,000                                           | 1,034,000                                  | 1,331,500                                | 6,375,500                         |
| 2024         | 1,250,000                                       | 2,847,000                                           | 1,135,000                                  | 1,331,500                                | 6,563,500                         |
| 2025         | 1,281,000                                       | 2,918,000                                           | 1,164,000                                  | 1,331,500                                | 6,694,500                         |
| 2026         | 1,313,000                                       | 2,991,000                                           | 1,193,000                                  | 1,331,500                                | 6,828,500                         |
| 2027         | 1,346,000                                       | 3,066,000                                           | 1,222,000                                  | 1,331,500                                | 6,965,500                         |
| 2028         | 1,380,000                                       | 3,142,000                                           | 1,253,000                                  | 1,331,500                                | 7,106,500                         |
| 2029         | 1,414,000                                       | 3,221,000                                           | 1,285,000                                  | 1,331,500                                | 7,251,500                         |
| 2030         | 1,450,000                                       | 3,301,000                                           | 1,317,000                                  | 1,331,500                                | 7,399,500                         |
| 2031         | 1,486,000                                       | 3,384,000                                           | 1,349,000                                  | 1,331,500                                | 7,550,500                         |
| 2032         | 1,523,000                                       | 3,468,000                                           | 1,383,000                                  | 1,331,500                                | 7,705,500                         |
| 2033         | 1,561,000                                       | 3,555,000                                           | 1,418,000                                  | 1,331,500                                | 7,865,500                         |
| 2034         | 1,601,000                                       | 3,644,000                                           | 1,453,000                                  | 1,331,500                                | 8,029,500                         |
| 2035         | 1,641,000                                       | 3,735,000                                           | 1,490,000                                  | 1,331,500                                | 8,197,500                         |
| 2036         | 1,682,000                                       | 3,828,000                                           | 1,527,000                                  | 1,331,500                                | 8,368,500                         |
| 2037         | 1,724,000                                       | 3,924,000                                           | 1,565,000                                  | 1,331,500                                | 8,544,500                         |
| 2038         | 1,767,000                                       | 4,022,000                                           | 1,604,000                                  | 1,331,500                                | 8,724,500                         |
| 2039         | 1,811,000                                       | 4,123,000                                           | 1,644,000                                  | 1,331,500                                | 8,909,500                         |
| 2040         | 1,857,000                                       | 4,226,000                                           | 1,686,000                                  | 1,331,500                                | 9,100,500                         |
| 2041         | 1,903,000                                       | 4,332,000                                           | 1,728,000                                  | 1,331,500                                | 9,294,500                         |
| 2042         | 1,951,000                                       | 4,440,000                                           | 1,770,000                                  | 1,331,500                                | 9,492,500                         |
| 2043         | 1,999,000                                       | 4,551,000                                           | 1,814,000                                  | 1,331,500                                | 9,695,500                         |
| 2044         | 2,050,000                                       | 4,665,000                                           | 1,861,000                                  | 1,331,500                                | 9,907,500                         |
| 2045         | 2,101,000                                       | 4,781,000                                           | 1,906,000                                  | 1,331,500                                | 10,119,500                        |
| 2046         | 2,153,000                                       | 4,901,000                                           | 1,954,000                                  | 1,331,500                                | 10,339,500                        |
| 2047         | 2,207,000                                       | 5,023,000                                           | 2,003,000                                  | 1,331,500                                | 10,564,500                        |
| 2048         | 2,263,000                                       | 5,149,000                                           | 2,053,000                                  | 1,331,500                                | 10,796,500                        |
| 2049         | 2,319,000                                       | 5,278,000                                           | 2,104,000                                  | 1,331,500                                | 11,032,500                        |
| <b>TOTAL</b> | <b>\$ 47,118,000</b>                            | <b>\$ 107,900,000</b>                               | <b>\$ 42,149,000</b>                       | <b>\$ 36,907,000</b>                     | <b>\$ 234,074,000</b>             |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) Effective City mills of 0.473513 per \$100 of incremental assessed value (2) Effective City sales tax rate of 1.125% (3) City hotel tax of 7% only on room-nights located inside Project (4) PID special assessments at \$1 per commercial sq ft and \$540 per apartment unit

**Table 6.2 – Summary of Projected Potential Incentive Revenues**

| <b>CY</b>    | <b>County TIRZ<br/>Property Tax<sup>(1)</sup></b> | <b>Enhanced HOT<br/>(Inside)<sup>(2)</sup></b> | <b>Hotel Venue Tax<br/>(Inside)<sup>(3)</sup></b> | <b>Enhanced HOT<br/>(Outside)<sup>(4)</sup></b> | <b>Hotel Venue Tax<br/>(Outside)<sup>(5)</sup></b> |
|--------------|---------------------------------------------------|------------------------------------------------|---------------------------------------------------|-------------------------------------------------|----------------------------------------------------|
| 2020         | \$ -                                              | -                                              | -                                                 | \$ -                                            | \$ -                                               |
| 2021         | 18,000                                            | -                                              | -                                                 | 44,000                                          | 44,000                                             |
| 2022         | 364,000                                           | 67,000                                         | 67,000                                            | 80,000                                          | 80,000                                             |
| 2023         | 539,000                                           | 295,000                                        | 295,000                                           | 98,000                                          | 98,000                                             |
| 2024         | 553,000                                           | 324,000                                        | 324,000                                           | 202,000                                         | 202,000                                            |
| 2025         | 566,000                                           | 333,000                                        | 333,000                                           | 215,000                                         | 215,000                                            |
| 2026         | 581,000                                           | 341,000                                        | 341,000                                           | 228,000                                         | 228,000                                            |
| 2027         | 595,000                                           | 349,000                                        | 349,000                                           | 233,000                                         | 233,000                                            |
| 2028         | 610,000                                           | 358,000                                        | 358,000                                           | 237,000                                         | 237,000                                            |
| 2029         | 625,000                                           | 367,000                                        | 367,000                                           | 242,000                                         | 242,000                                            |
| 2030         | 641,000                                           | 376,000                                        | 376,000                                           | 247,000                                         | 247,000                                            |
| 2031         | 657,000                                           | 385,000                                        | 385,000                                           | 252,000                                         | 252,000                                            |
| 2032         | 673,000                                           | 395,000                                        | 395,000                                           | 257,000                                         | 257,000                                            |
| 2033         | 690,000                                           | 405,000                                        | 405,000                                           | 262,000                                         | 262,000                                            |
| 2034         | 708,000                                           | 415,000                                        | 415,000                                           | 267,000                                         | 267,000                                            |
| 2035         | 725,000                                           | 426,000                                        | 426,000                                           | 272,000                                         | 272,000                                            |
| 2036         | 744,000                                           | 436,000                                        | 436,000                                           | 278,000                                         | 278,000                                            |
| 2037         | 762,000                                           | 447,000                                        | 447,000                                           | 284,000                                         | 284,000                                            |
| 2038         | 781,000                                           | 458,000                                        | 458,000                                           | 289,000                                         | 289,000                                            |
| 2039         | 801,000                                           | 470,000                                        | 470,000                                           | 295,000                                         | 295,000                                            |
| 2040         | 821,000                                           | 482,000                                        | 482,000                                           | 301,000                                         | 301,000                                            |
| 2041         | 841,000                                           | 494,000                                        | 494,000                                           | 307,000                                         | 307,000                                            |
| 2042         | 862,000                                           | 506,000                                        | 506,000                                           | 313,000                                         | 313,000                                            |
| 2043         | 884,000                                           | 518,000                                        | 518,000                                           | 319,000                                         | 319,000                                            |
| 2044         | 906,000                                           | 532,000                                        | 532,000                                           | 326,000                                         | 326,000                                            |
| 2045         | 929,000                                           | 545,000                                        | 545,000                                           | 332,000                                         | 332,000                                            |
| 2046         | 952,000                                           | 558,000                                        | 558,000                                           | 339,000                                         | 339,000                                            |
| 2047         | 976,000                                           | 572,000                                        | 572,000                                           | 346,000                                         | 346,000                                            |
| 2048         | 1,000,000                                         | 587,000                                        | 587,000                                           | 353,000                                         | 353,000                                            |
| 2049         | 1,025,000                                         | 601,000                                        | 601,000                                           | 359,000                                         | 359,000                                            |
| <b>TOTAL</b> | <b>\$ 20,829,000</b>                              | <b>\$ 12,042,000</b>                           | <b>\$ 12,042,000</b>                              | <b>\$ 7,577,000</b>                             | <b>\$ 7,577,000</b>                                |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) Effective County mills of 0.209360 per \$100 of incremental assessed value (2) Expected future 2% enhanced hotel occupancy tax on occupied room-nights located inside Project (3) Expected future 2% hotel venue occupancy tax on occupied room-nights located inside Project (4) Expected future 2% enhanced hotel occupancy tax on occupied room-nights located outside Project (5) Expected future 2% hotel venue occupancy tax on occupied room-nights located outside Project

**Table 6.2 – Summary of Projected Potential Incentive Revenues (continued)**

| <b>CY</b>    | <b>PG Admissions Revenue<sup>(1)</sup></b> | <b>Aquatic Admissions<sup>(2)</sup></b> | <b>Net Parking Revenue<sup>(3)</sup></b> | <b>PG Lease Revenues<sup>(4)</sup></b> | <b>Convention Net Income<sup>(5)</sup></b> |
|--------------|--------------------------------------------|-----------------------------------------|------------------------------------------|----------------------------------------|--------------------------------------------|
| 2020         | \$ -                                       | \$ -                                    | \$ -                                     | \$ -                                   | -                                          |
| 2021         | 385,000                                    | 60,000                                  | 840,000                                  | -                                      | -                                          |
| 2022         | 490,000                                    | 400,000                                 | 1,126,000                                | 260,000                                | (40,000)                                   |
| 2023         | 514,000                                    | 400,000                                 | 1,153,000                                | 275,000                                | 228,000                                    |
| 2024         | 529,000                                    | 400,000                                 | 1,169,000                                | 290,450                                | 386,000                                    |
| 2025         | 544,000                                    | 400,000                                 | 1,184,000                                | 306,364                                | 487,000                                    |
| 2026         | 560,000                                    | 400,000                                 | 1,200,000                                | 322,754                                | 541,000                                    |
| 2027         | 578,000                                    | 400,000                                 | 1,215,000                                | 339,637                                | 565,000                                    |
| 2028         | 595,000                                    | 400,000                                 | 1,230,000                                | 357,026                                | 588,000                                    |
| 2029         | 613,000                                    | 400,000                                 | 1,245,000                                | 374,937                                | 613,000                                    |
| 2030         | 630,000                                    | 400,000                                 | 1,260,000                                | 393,385                                | 637,000                                    |
| 2031         | 650,000                                    | 400,000                                 | 1,275,000                                | 412,387                                | 663,000                                    |
| 2032         | 670,000                                    | 400,000                                 | 1,290,000                                | 431,958                                | 680,000                                    |
| 2033         | 690,000                                    | 400,000                                 | 1,305,000                                | 452,117                                | 697,000                                    |
| 2034         | 710,000                                    | 400,000                                 | 1,328,000                                | 472,880                                | 714,000                                    |
| 2035         | 733,000                                    | 400,000                                 | 1,343,000                                | 494,267                                | 732,000                                    |
| 2036         | 753,000                                    | 400,000                                 | 1,358,000                                | 516,295                                | 750,000                                    |
| 2037         | 775,000                                    | 400,000                                 | 1,373,000                                | 538,984                                | 769,000                                    |
| 2038         | 800,000                                    | 400,000                                 | 1,395,000                                | 562,353                                | 788,000                                    |
| 2039         | 823,000                                    | 400,000                                 | 1,410,000                                | 586,424                                | 808,000                                    |
| 2040         | 848,000                                    | 400,000                                 | 1,425,000                                | 611,217                                | 828,000                                    |
| 2041         | 875,000                                    | 400,000                                 | 1,448,000                                | 636,753                                | 849,000                                    |
| 2042         | 900,000                                    | 400,000                                 | 1,463,000                                | 663,056                                | 870,000                                    |
| 2043         | 928,000                                    | 400,000                                 | 1,478,000                                | 690,147                                | 892,000                                    |
| 2044         | 955,000                                    | 400,000                                 | 1,500,000                                | 718,052                                | 914,000                                    |
| 2045         | 985,000                                    | 400,000                                 | 1,515,000                                | 746,793                                | 937,000                                    |
| 2046         | 1,013,000                                  | 400,000                                 | 1,538,000                                | 776,397                                | 960,000                                    |
| 2047         | 1,045,000                                  | 400,000                                 | 1,560,000                                | 806,889                                | 984,000                                    |
| 2048         | 1,075,000                                  | 400,000                                 | 1,575,000                                | 838,296                                | 1,009,000                                  |
| 2049         | 1,108,000                                  | 400,000                                 | 1,598,000                                | 870,645                                | 1,034,000                                  |
| <b>TOTAL</b> | <b>\$ 21,744,000</b>                       | <b>\$ 11,260,000</b>                    | <b>\$ 38,799,000</b>                     | <b>\$ 14,745,463</b>                   | <b>\$ 19,883,000</b>                       |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) City share of gross event admissions revenue (2) Aquatic attraction admissions tax of \$2.00 per admission (3) Gross parking receipts less expenses provided by SFA (4) Agreed Perfect Game lease payments to City (5) Convention Center net operating income provided by SFA

**Table 6.2 – Summary of Projected Potential Incentive Revenues (continued)**

| <b>CY</b>    | <b>State Sales Tax Collections<sup>(1)</sup></b> | <b>State Hotel Tax Collections<sup>(2)</sup></b> | <b>Total Potential Incentive Revenue</b> |
|--------------|--------------------------------------------------|--------------------------------------------------|------------------------------------------|
| 2020         | \$ -                                             | \$ -                                             | \$ -                                     |
| 2021         | -                                                | -                                                | 1,391,000                                |
| 2022         | -                                                | -                                                | 2,894,000                                |
| 2023         | 15,505,000                                       | 886,000                                          | 20,286,000                               |
| 2024         | 15,815,000                                       | 973,000                                          | 21,167,450                               |
| 2025         | 16,211,000                                       | 998,000                                          | 21,792,364                               |
| 2026         | 16,616,000                                       | 1,022,000                                        | 22,380,754                               |
| 2027         | 17,031,000                                       | 1,048,000                                        | 22,935,637                               |
| 2028         | 17,457,000                                       | 1,074,000                                        | 23,501,026                               |
| 2029         | 17,893,000                                       | 1,101,000                                        | 24,082,937                               |
| 2030         | 18,341,000                                       | 1,129,000                                        | 24,677,385                               |
| 2031         | 18,799,000                                       | 1,156,000                                        | 25,286,387                               |
| 2032         | 19,269,000                                       | 1,185,000                                        | 25,902,958                               |
| 2033         | -                                                | -                                                | 5,568,117                                |
| 2034         | -                                                | -                                                | 5,696,880                                |
| 2035         | -                                                | -                                                | 5,823,267                                |
| 2036         | -                                                | -                                                | 5,949,295                                |
| 2037         | -                                                | -                                                | 6,079,984                                |
| 2038         | -                                                | -                                                | 6,220,353                                |
| 2039         | -                                                | -                                                | 6,358,424                                |
| 2040         | -                                                | -                                                | 6,499,217                                |
| 2041         | -                                                | -                                                | 6,651,753                                |
| 2042         | -                                                | -                                                | 6,796,056                                |
| 2043         | -                                                | -                                                | 6,946,147                                |
| 2044         | -                                                | -                                                | 7,109,052                                |
| 2045         | -                                                | -                                                | 7,266,793                                |
| 2046         | -                                                | -                                                | 7,433,397                                |
| 2047         | -                                                | -                                                | 7,607,889                                |
| 2048         | -                                                | -                                                | 7,777,296                                |
| 2049         | -                                                | -                                                | 7,955,645                                |
| <b>TOTAL</b> | <b>\$ 172,937,000</b>                            | <b>\$ 10,572,000</b>                             | <b>\$ 350,037,463</b>                    |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) State sales taxes of 6.25% captured, time limited (2) State hotel taxes of 6.00% captured, time limited

## **APPENDIX A**

### **Pledged Revenue Detail**



**Table A.1 – Incremental City Property Tax Collections**

| <b>CY</b>    | <b>Market Value <sup>(1)</sup></b> | <b>Exemptions <sup>(2)</sup></b> | <b>Assessed Value</b> | <b>Base Value <sup>(3)</sup></b> | <b>Incremental Value</b> | <b>Millage Rate <sup>(4)</sup></b> | <b>Property Taxes <sup>(5)</sup></b> | <b>% Change</b> |
|--------------|------------------------------------|----------------------------------|-----------------------|----------------------------------|--------------------------|------------------------------------|--------------------------------------|-----------------|
| 2020         | \$ 550,000                         | \$ -                             | \$ 550,000            | \$ 550,000                       | \$ -                     | 0.4735                             | \$ -                                 | 0.0%            |
| 2021         | 9,330,000                          | -                                | 9,330,000             | 550,000                          | 8,780,000                | 0.4735                             | 42,000                               | 0.0%            |
| 2022         | 246,680,000                        | (72,200,000)                     | 174,480,000           | 550,000                          | 173,930,000              | 0.4735                             | 824,000                              | 1861.9%         |
| 2023         | 352,420,000                        | (94,400,000)                     | 258,020,000           | 550,000                          | 257,470,000              | 0.4735                             | 1,219,000                            | 47.9%           |
| 2024         | 361,230,000                        | (96,760,000)                     | 264,470,000           | 550,000                          | 263,920,000              | 0.4735                             | 1,250,000                            | 2.5%            |
| 2025         | 370,260,000                        | (99,180,000)                     | 271,080,000           | 550,000                          | 270,530,000              | 0.4735                             | 1,281,000                            | 2.5%            |
| 2026         | 379,520,000                        | (101,660,000)                    | 277,860,000           | 550,000                          | 277,310,000              | 0.4735                             | 1,313,000                            | 2.5%            |
| 2027         | 389,010,000                        | (104,200,000)                    | 284,810,000           | 550,000                          | 284,260,000              | 0.4735                             | 1,346,000                            | 2.5%            |
| 2028         | 398,740,000                        | (106,810,000)                    | 291,930,000           | 550,000                          | 291,380,000              | 0.4735                             | 1,380,000                            | 2.5%            |
| 2029         | 408,710,000                        | (109,480,000)                    | 299,230,000           | 550,000                          | 298,680,000              | 0.4735                             | 1,414,000                            | 2.5%            |
| 2030         | 418,930,000                        | (112,220,000)                    | 306,710,000           | 550,000                          | 306,160,000              | 0.4735                             | 1,450,000                            | 2.5%            |
| 2031         | 429,400,000                        | (115,020,000)                    | 314,380,000           | 550,000                          | 313,830,000              | 0.4735                             | 1,486,000                            | 2.5%            |
| 2032         | 440,140,000                        | (117,900,000)                    | 322,240,000           | 550,000                          | 321,690,000              | 0.4735                             | 1,523,000                            | 2.5%            |
| 2033         | 451,140,000                        | (120,840,000)                    | 330,300,000           | 550,000                          | 329,750,000              | 0.4735                             | 1,561,000                            | 2.5%            |
| 2034         | 462,420,000                        | (123,860,000)                    | 338,560,000           | 550,000                          | 338,010,000              | 0.4735                             | 1,601,000                            | 2.6%            |
| 2035         | 473,980,000                        | (126,960,000)                    | 347,020,000           | 550,000                          | 346,470,000              | 0.4735                             | 1,641,000                            | 2.5%            |
| 2036         | 485,830,000                        | (130,130,000)                    | 355,700,000           | 550,000                          | 355,150,000              | 0.4735                             | 1,682,000                            | 2.5%            |
| 2037         | 497,980,000                        | (133,390,000)                    | 364,590,000           | 550,000                          | 364,040,000              | 0.4735                             | 1,724,000                            | 2.5%            |
| 2038         | 510,430,000                        | (136,730,000)                    | 373,700,000           | 550,000                          | 373,150,000              | 0.4735                             | 1,767,000                            | 2.5%            |
| 2039         | 523,190,000                        | (140,150,000)                    | 383,040,000           | 550,000                          | 382,490,000              | 0.4735                             | 1,811,000                            | 2.5%            |
| 2040         | 536,270,000                        | (143,650,000)                    | 392,620,000           | 550,000                          | 392,070,000              | 0.4735                             | 1,857,000                            | 2.5%            |
| 2041         | 549,680,000                        | (147,240,000)                    | 402,440,000           | 550,000                          | 401,890,000              | 0.4735                             | 1,903,000                            | 2.5%            |
| 2042         | 563,420,000                        | (150,920,000)                    | 412,500,000           | 550,000                          | 411,950,000              | 0.4735                             | 1,951,000                            | 2.5%            |
| 2043         | 577,510,000                        | (154,700,000)                    | 422,810,000           | 550,000                          | 422,260,000              | 0.4735                             | 1,999,000                            | 2.5%            |
| 2044         | 591,950,000                        | (158,570,000)                    | 433,380,000           | 550,000                          | 432,830,000              | 0.4735                             | 2,050,000                            | 2.6%            |
| 2045         | 606,750,000                        | (162,540,000)                    | 444,210,000           | 550,000                          | 443,660,000              | 0.4735                             | 2,101,000                            | 2.5%            |
| 2046         | 621,920,000                        | (166,600,000)                    | 455,320,000           | 550,000                          | 454,770,000              | 0.4735                             | 2,153,000                            | 2.5%            |
| 2047         | 637,470,000                        | (170,770,000)                    | 466,700,000           | 550,000                          | 466,150,000              | 0.4735                             | 2,207,000                            | 2.5%            |
| 2048         | 653,410,000                        | (175,040,000)                    | 478,370,000           | 550,000                          | 477,820,000              | 0.4735                             | 2,263,000                            | 2.5%            |
| 2049         | 669,750,000                        | (179,420,000)                    | 490,330,000           | 550,000                          | 489,780,000              | 0.4735                             | 2,319,000                            | 2.5%            |
| <b>TOTAL</b> |                                    |                                  |                       |                                  |                          |                                    | <b>\$ 47,118,000</b>                 |                 |

Notes: CY represents a year January to December. Total may not add due to rounding. (1) Assumed "fair market value" prior to exemptions (2) Tax exempt City owned property (3) 2019 property value of Zone 2 TIRZ 460 acres (4) Effective rate – 75% of City 0.631351. (5) Gross City incremental ad valorem taxes

**Table A.2 – City Sales Tax Collections**

| Year         | Gross Retail Sales | Less Non-taxable | Gross Taxable Sales | Vacancy Factor | Net Taxable Sales | Sales Tax Collections <sup>(1)</sup> | % Change |
|--------------|--------------------|------------------|---------------------|----------------|-------------------|--------------------------------------|----------|
| 2020         | \$ -               | \$ -             | \$ -                | 0%             | \$ -              | \$ -                                 | 0.0%     |
| 2021         | 72,870,000         | (3,640,000)      | 69,230,000          | 20%            | 55,380,000        | 623,000                              | 0.0%     |
| 2022         | 204,960,000        | (10,250,000)     | 194,710,000         | 10%            | 175,240,000       | 1,971,000                            | 216.4%   |
| 2023         | 274,880,000        | (13,740,000)     | 261,140,000         | 5%             | 248,080,000       | 2,791,000                            | 41.6%    |
| 2024         | 280,380,000        | (14,020,000)     | 266,360,000         | 5%             | 253,040,000       | 2,847,000                            | 2.0%     |
| 2025         | 287,390,000        | (14,370,000)     | 273,020,000         | 5%             | 259,370,000       | 2,918,000                            | 2.5%     |
| 2026         | 294,570,000        | (14,730,000)     | 279,840,000         | 5%             | 265,850,000       | 2,991,000                            | 2.5%     |
| 2027         | 301,930,000        | (15,100,000)     | 286,830,000         | 5%             | 272,490,000       | 3,066,000                            | 2.5%     |
| 2028         | 309,480,000        | (15,470,000)     | 294,010,000         | 5%             | 279,310,000       | 3,142,000                            | 2.5%     |
| 2029         | 317,220,000        | (15,860,000)     | 301,360,000         | 5%             | 286,290,000       | 3,221,000                            | 2.5%     |
| 2030         | 325,150,000        | (16,260,000)     | 308,890,000         | 5%             | 293,450,000       | 3,301,000                            | 2.5%     |
| 2031         | 333,280,000        | (16,660,000)     | 316,620,000         | 5%             | 300,790,000       | 3,384,000                            | 2.5%     |
| 2032         | 341,610,000        | (17,080,000)     | 324,530,000         | 5%             | 308,300,000       | 3,468,000                            | 2.5%     |
| 2033         | 350,150,000        | (17,510,000)     | 332,640,000         | 5%             | 316,010,000       | 3,555,000                            | 2.5%     |
| 2034         | 358,900,000        | (17,950,000)     | 340,950,000         | 5%             | 323,900,000       | 3,644,000                            | 2.5%     |
| 2035         | 367,870,000        | (18,390,000)     | 349,480,000         | 5%             | 332,010,000       | 3,735,000                            | 2.5%     |
| 2036         | 377,070,000        | (18,850,000)     | 358,220,000         | 5%             | 340,310,000       | 3,828,000                            | 2.5%     |
| 2037         | 386,500,000        | (19,330,000)     | 367,170,000         | 5%             | 348,810,000       | 3,924,000                            | 2.5%     |
| 2038         | 396,160,000        | (19,810,000)     | 376,350,000         | 5%             | 357,530,000       | 4,022,000                            | 2.5%     |
| 2039         | 406,060,000        | (20,300,000)     | 385,760,000         | 5%             | 366,470,000       | 4,123,000                            | 2.5%     |
| 2040         | 416,210,000        | (20,810,000)     | 395,400,000         | 5%             | 375,630,000       | 4,226,000                            | 2.5%     |
| 2041         | 426,620,000        | (21,330,000)     | 405,290,000         | 5%             | 385,030,000       | 4,332,000                            | 2.5%     |
| 2042         | 437,290,000        | (21,860,000)     | 415,430,000         | 5%             | 394,660,000       | 4,440,000                            | 2.5%     |
| 2043         | 448,220,000        | (22,410,000)     | 425,810,000         | 5%             | 404,520,000       | 4,551,000                            | 2.5%     |
| 2044         | 459,430,000        | (22,970,000)     | 436,460,000         | 5%             | 414,640,000       | 4,665,000                            | 2.5%     |
| 2045         | 470,920,000        | (23,550,000)     | 447,370,000         | 5%             | 425,000,000       | 4,781,000                            | 2.5%     |
| 2046         | 482,690,000        | (24,130,000)     | 458,560,000         | 5%             | 435,630,000       | 4,901,000                            | 2.5%     |
| 2047         | 494,760,000        | (24,740,000)     | 470,020,000         | 5%             | 446,520,000       | 5,023,000                            | 2.5%     |
| 2048         | 507,130,000        | (25,360,000)     | 481,770,000         | 5%             | 457,680,000       | 5,149,000                            | 2.5%     |
| 2049         | 519,810,000        | (25,990,000)     | 493,820,000         | 5%             | 469,130,000       | 5,278,000                            | 2.5%     |
| <b>TOTAL</b> |                    |                  |                     |                |                   | <b>\$ 107,900,000</b>                |          |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) Effective 1.125% rate per \$1 taxable sales

**Table A.3 – City Hotel Occupancy Tax on New Hotel Rooms**

| Year         | Room-nights (RN) | Occupancy | Occupied RNs | ADR <sup>(1)</sup> | RevPar <sup>(2)</sup> | Room Revenue | Hotel Taxes <sup>(3)</sup> | % Change |
|--------------|------------------|-----------|--------------|--------------------|-----------------------|--------------|----------------------------|----------|
| 2020         | -                | 0%        | -            | \$ 107.60          | \$ -                  | \$ -         | \$ -                       | 0.0%     |
| 2021         | -                | 0%        | -            | 110.30             | -                     | -            | -                          | 0.0%     |
| 2022         | 45,500           | 65%       | 29,575       | 113.10             | 73.50                 | 3,340,000    | 234,000                    | 0.0%     |
| 2023         | 182,000          | 70%       | 127,400      | 115.90             | 81.10                 | 14,770,000   | 1,034,000                  | 341.9%   |
| 2024         | 182,000          | 75%       | 136,500      | 118.80             | 89.10                 | 16,220,000   | 1,135,000                  | 9.8%     |
| 2025         | 182,000          | 75%       | 136,500      | 121.80             | 91.40                 | 16,630,000   | 1,164,000                  | 2.6%     |
| 2026         | 182,000          | 75%       | 136,500      | 124.80             | 93.60                 | 17,040,000   | 1,193,000                  | 2.5%     |
| 2027         | 182,000          | 75%       | 136,500      | 127.90             | 95.90                 | 17,460,000   | 1,222,000                  | 2.4%     |
| 2028         | 182,000          | 75%       | 136,500      | 131.10             | 98.30                 | 17,900,000   | 1,253,000                  | 2.5%     |
| 2029         | 182,000          | 75%       | 136,500      | 134.40             | 100.80                | 18,350,000   | 1,285,000                  | 2.6%     |
| 2030         | 182,000          | 75%       | 136,500      | 137.80             | 103.40                | 18,810,000   | 1,317,000                  | 2.5%     |
| 2031         | 182,000          | 75%       | 136,500      | 141.20             | 105.90                | 19,270,000   | 1,349,000                  | 2.4%     |
| 2032         | 182,000          | 75%       | 136,500      | 144.70             | 108.50                | 19,750,000   | 1,383,000                  | 2.5%     |
| 2033         | 182,000          | 75%       | 136,500      | 148.40             | 111.30                | 20,260,000   | 1,418,000                  | 2.5%     |
| 2034         | 182,000          | 75%       | 136,500      | 152.10             | 114.10                | 20,760,000   | 1,453,000                  | 2.5%     |
| 2035         | 182,000          | 75%       | 136,500      | 155.90             | 116.90                | 21,280,000   | 1,490,000                  | 2.5%     |
| 2036         | 182,000          | 75%       | 136,500      | 159.80             | 119.90                | 21,810,000   | 1,527,000                  | 2.5%     |
| 2037         | 182,000          | 75%       | 136,500      | 163.80             | 122.90                | 22,360,000   | 1,565,000                  | 2.5%     |
| 2038         | 182,000          | 75%       | 136,500      | 167.90             | 125.90                | 22,920,000   | 1,604,000                  | 2.5%     |
| 2039         | 182,000          | 75%       | 136,500      | 172.10             | 129.10                | 23,490,000   | 1,644,000                  | 2.5%     |
| 2040         | 182,000          | 75%       | 136,500      | 176.40             | 132.30                | 24,080,000   | 1,686,000                  | 2.6%     |
| 2041         | 182,000          | 75%       | 136,500      | 180.80             | 135.60                | 24,680,000   | 1,728,000                  | 2.5%     |
| 2042         | 182,000          | 75%       | 136,500      | 185.30             | 139.00                | 25,290,000   | 1,770,000                  | 2.4%     |
| 2043         | 182,000          | 75%       | 136,500      | 189.90             | 142.40                | 25,920,000   | 1,814,000                  | 2.5%     |
| 2044         | 182,000          | 75%       | 136,500      | 194.70             | 146.00                | 26,580,000   | 1,861,000                  | 2.6%     |
| 2045         | 182,000          | 75%       | 136,500      | 199.50             | 149.60                | 27,230,000   | 1,906,000                  | 2.4%     |
| 2046         | 182,000          | 75%       | 136,500      | 204.50             | 153.40                | 27,910,000   | 1,954,000                  | 2.5%     |
| 2047         | 182,000          | 75%       | 136,500      | 209.60             | 157.20                | 28,610,000   | 2,003,000                  | 2.5%     |
| 2048         | 182,000          | 75%       | 136,500      | 214.90             | 161.20                | 29,330,000   | 2,053,000                  | 2.5%     |
| 2049         | 182,000          | 75%       | 136,500      | 220.20             | 165.20                | 30,060,000   | 2,104,000                  | 2.5%     |
| <b>TOTAL</b> |                  |           |              |                    |                       |              | <b>\$ 42,149,000</b>       |          |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) Average Daily Rate (2) Room revenue per available room (3) Based on 100% of an existing City rate of 7%

**Table A.4 – PID Special Assessments**

| Year         | Commercial Sq Ft | Commercial Assessment <sup>(1)</sup> | Apartment Units | Apartment Assessment <sup>(2)</sup> | Total Assessment     | % Change |
|--------------|------------------|--------------------------------------|-----------------|-------------------------------------|----------------------|----------|
| 2020         | -                | \$ -                                 | -               | \$ -                                | -                    | 0.0%     |
| 2021         | -                | -                                    | -               | -                                   | -                    | 0.0%     |
| 2022         | 524,500          | 524,500                              | 800             | 432,000                             | 956,500              | 0.0%     |
| 2023         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 39.2%    |
| 2024         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2025         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2026         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2027         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2028         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2029         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2030         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2031         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2032         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2033         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2034         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2035         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2036         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2037         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2038         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2039         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2040         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2041         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2042         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2043         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2044         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2045         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2046         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2047         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2048         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| 2049         | 899,500          | 899,500                              | 800             | 432,000                             | 1,331,500            | 0.0%     |
| <b>TOTAL</b> |                  |                                      |                 |                                     | <b>\$ 36,907,000</b> |          |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) PID assessment rate of \$1 per commercial square feet (2) PID assessment rate of \$540 per unit

## **APPENDIX B**

### **Potential Incentive Revenue Detail**



**Table B.1 – Incremental County Property Tax Collections**

| CY           | Market Value <sup>(1)</sup> | Exemptions <sup>(2)</sup> | Assessed Value | Base Value <sup>(3)</sup> | Incremental Value | Millage Rate <sup>(4)</sup> | Property Taxes <sup>(5)</sup> | % Change |
|--------------|-----------------------------|---------------------------|----------------|---------------------------|-------------------|-----------------------------|-------------------------------|----------|
| 2020         | \$ 260,000                  | \$ -                      | \$ 260,000     | \$ 260,000                | \$ -              | 0.2094                      | \$ -                          | 0.0%     |
| 2021         | 9,330,000                   | -                         | 9,330,000      | 260,000                   | 9,070,000         | 0.2094                      | 19,000                        | 0.0%     |
| 2022         | 246,680,000                 | (72,200,000)              | 174,480,000    | 260,000                   | 174,220,000       | 0.2094                      | 365,000                       | 1821.1%  |
| 2023         | 352,420,000                 | (94,400,000)              | 258,020,000    | 260,000                   | 257,760,000       | 0.2094                      | 540,000                       | 47.9%    |
| 2024         | 361,230,000                 | (96,760,000)              | 264,470,000    | 260,000                   | 264,210,000       | 0.2094                      | 553,000                       | 2.4%     |
| 2025         | 370,260,000                 | (99,180,000)              | 271,080,000    | 260,000                   | 270,820,000       | 0.2094                      | 567,000                       | 2.5%     |
| 2026         | 379,520,000                 | (101,660,000)             | 277,860,000    | 260,000                   | 277,600,000       | 0.2094                      | 581,000                       | 2.5%     |
| 2027         | 389,010,000                 | (104,200,000)             | 284,810,000    | 260,000                   | 284,550,000       | 0.2094                      | 596,000                       | 2.6%     |
| 2028         | 398,740,000                 | (106,810,000)             | 291,930,000    | 260,000                   | 291,670,000       | 0.2094                      | 611,000                       | 2.5%     |
| 2029         | 408,710,000                 | (109,480,000)             | 299,230,000    | 260,000                   | 298,970,000       | 0.2094                      | 626,000                       | 2.5%     |
| 2030         | 418,930,000                 | (112,220,000)             | 306,710,000    | 260,000                   | 306,450,000       | 0.2094                      | 642,000                       | 2.6%     |
| 2031         | 429,400,000                 | (115,020,000)             | 314,380,000    | 260,000                   | 314,120,000       | 0.2094                      | 658,000                       | 2.5%     |
| 2032         | 440,140,000                 | (117,900,000)             | 322,240,000    | 260,000                   | 321,980,000       | 0.2094                      | 674,000                       | 2.4%     |
| 2033         | 451,140,000                 | (120,840,000)             | 330,300,000    | 260,000                   | 330,040,000       | 0.2094                      | 691,000                       | 2.5%     |
| 2034         | 462,420,000                 | (123,860,000)             | 338,560,000    | 260,000                   | 338,300,000       | 0.2094                      | 708,000                       | 2.5%     |
| 2035         | 473,980,000                 | (126,960,000)             | 347,020,000    | 260,000                   | 346,760,000       | 0.2094                      | 726,000                       | 2.5%     |
| 2036         | 485,830,000                 | (130,130,000)             | 355,700,000    | 260,000                   | 355,440,000       | 0.2094                      | 744,000                       | 2.5%     |
| 2037         | 497,980,000                 | (133,390,000)             | 364,590,000    | 260,000                   | 364,330,000       | 0.2094                      | 763,000                       | 2.6%     |
| 2038         | 510,430,000                 | (136,730,000)             | 373,700,000    | 260,000                   | 373,440,000       | 0.2094                      | 782,000                       | 2.5%     |
| 2039         | 523,190,000                 | (140,150,000)             | 383,040,000    | 260,000                   | 382,780,000       | 0.2094                      | 801,000                       | 2.4%     |
| 2040         | 536,270,000                 | (143,650,000)             | 392,620,000    | 260,000                   | 392,360,000       | 0.2094                      | 821,000                       | 2.5%     |
| 2041         | 549,680,000                 | (147,240,000)             | 402,440,000    | 260,000                   | 402,180,000       | 0.2094                      | 842,000                       | 2.6%     |
| 2042         | 563,420,000                 | (150,920,000)             | 412,500,000    | 260,000                   | 412,240,000       | 0.2094                      | 863,000                       | 2.5%     |
| 2043         | 577,510,000                 | (154,700,000)             | 422,810,000    | 260,000                   | 422,550,000       | 0.2094                      | 885,000                       | 2.5%     |
| 2044         | 591,950,000                 | (158,570,000)             | 433,380,000    | 260,000                   | 433,120,000       | 0.2094                      | 907,000                       | 2.5%     |
| 2045         | 606,750,000                 | (162,540,000)             | 444,210,000    | 260,000                   | 443,950,000       | 0.2094                      | 929,000                       | 2.4%     |
| 2046         | 621,920,000                 | (166,600,000)             | 455,320,000    | 260,000                   | 455,060,000       | 0.2094                      | 953,000                       | 2.6%     |
| 2047         | 637,470,000                 | (170,770,000)             | 466,700,000    | 260,000                   | 466,440,000       | 0.2094                      | 977,000                       | 2.5%     |
| 2048         | 653,410,000                 | (175,040,000)             | 478,370,000    | 260,000                   | 478,110,000       | 0.2094                      | 1,001,000                     | 2.5%     |
| 2049         | 669,750,000                 | (179,420,000)             | 490,330,000    | 260,000                   | 490,070,000       | 0.2094                      | 1,026,000                     | 2.5%     |
| <b>TOTAL</b> |                             |                           |                |                           |                   |                             | <b>\$ 20,851,000</b>          |          |

Notes: CY represents a year January to December. Total may not add due to rounding. (1) Assumed "fair market value" prior to exemptions. (2) Tax exempt City owned property. (3) 2019 property value of 250 acres. (4) Effective rate – 50% of County 0.418719 (5) Gross County incremental ad valorem taxes.

**Table B.2 – Expected City Hotel Occupancy Tax on Hotel Rooms Inside Project**

| Year         | Room-nights (RN) | Occupancy | Occupied RNs | ADR <sup>(1)</sup> | RevPar <sup>(2)</sup> | Room Revenue | Hotel Taxes <sup>(3)</sup> | % Change |
|--------------|------------------|-----------|--------------|--------------------|-----------------------|--------------|----------------------------|----------|
| 2020         | -                | 0%        | -            | \$ 107.60          | \$ -                  | \$ -         | \$ -                       | 0.0%     |
| 2021         | -                | 0%        | -            | 110.30             | -                     | -            | -                          | 0.0%     |
| 2022         | 45,500           | 65%       | 29,575       | 113.10             | 73.50                 | 3,340,000    | 134,000                    | 0.0%     |
| 2023         | 182,000          | 70%       | 127,400      | 115.90             | 81.10                 | 14,770,000   | 591,000                    | 341.0%   |
| 2024         | 182,000          | 75%       | 136,500      | 118.80             | 89.10                 | 16,220,000   | 649,000                    | 9.8%     |
| 2025         | 182,000          | 75%       | 136,500      | 121.80             | 91.40                 | 16,630,000   | 665,000                    | 2.5%     |
| 2026         | 182,000          | 75%       | 136,500      | 124.80             | 93.60                 | 17,040,000   | 682,000                    | 2.6%     |
| 2027         | 182,000          | 75%       | 136,500      | 127.90             | 95.90                 | 17,460,000   | 698,000                    | 2.3%     |
| 2028         | 182,000          | 75%       | 136,500      | 131.10             | 98.30                 | 17,900,000   | 716,000                    | 2.6%     |
| 2029         | 182,000          | 75%       | 136,500      | 134.40             | 100.80                | 18,350,000   | 734,000                    | 2.5%     |
| 2030         | 182,000          | 75%       | 136,500      | 137.80             | 103.40                | 18,810,000   | 752,000                    | 2.5%     |
| 2031         | 182,000          | 75%       | 136,500      | 141.20             | 105.90                | 19,270,000   | 771,000                    | 2.5%     |
| 2032         | 182,000          | 75%       | 136,500      | 144.70             | 108.50                | 19,750,000   | 790,000                    | 2.5%     |
| 2033         | 182,000          | 75%       | 136,500      | 148.40             | 111.30                | 20,260,000   | 810,000                    | 2.5%     |
| 2034         | 182,000          | 75%       | 136,500      | 152.10             | 114.10                | 20,760,000   | 830,000                    | 2.5%     |
| 2035         | 182,000          | 75%       | 136,500      | 155.90             | 116.90                | 21,280,000   | 851,000                    | 2.5%     |
| 2036         | 182,000          | 75%       | 136,500      | 159.80             | 119.90                | 21,810,000   | 872,000                    | 2.5%     |
| 2037         | 182,000          | 75%       | 136,500      | 163.80             | 122.90                | 22,360,000   | 894,000                    | 2.5%     |
| 2038         | 182,000          | 75%       | 136,500      | 167.90             | 125.90                | 22,920,000   | 917,000                    | 2.6%     |
| 2039         | 182,000          | 75%       | 136,500      | 172.10             | 129.10                | 23,490,000   | 940,000                    | 2.5%     |
| 2040         | 182,000          | 75%       | 136,500      | 176.40             | 132.30                | 24,080,000   | 963,000                    | 2.4%     |
| 2041         | 182,000          | 75%       | 136,500      | 180.80             | 135.60                | 24,680,000   | 987,000                    | 2.5%     |
| 2042         | 182,000          | 75%       | 136,500      | 185.30             | 139.00                | 25,290,000   | 1,012,000                  | 2.5%     |
| 2043         | 182,000          | 75%       | 136,500      | 189.90             | 142.40                | 25,920,000   | 1,037,000                  | 2.5%     |
| 2044         | 182,000          | 75%       | 136,500      | 194.70             | 146.00                | 26,580,000   | 1,063,000                  | 2.5%     |
| 2045         | 182,000          | 75%       | 136,500      | 199.50             | 149.60                | 27,230,000   | 1,089,000                  | 2.4%     |
| 2046         | 182,000          | 75%       | 136,500      | 204.50             | 153.40                | 27,910,000   | 1,116,000                  | 2.5%     |
| 2047         | 182,000          | 75%       | 136,500      | 209.60             | 157.20                | 28,610,000   | 1,144,000                  | 2.5%     |
| 2048         | 182,000          | 75%       | 136,500      | 214.90             | 161.20                | 29,330,000   | 1,173,000                  | 2.5%     |
| 2049         | 182,000          | 75%       | 136,500      | 220.20             | 165.20                | 30,060,000   | 1,202,000                  | 2.5%     |
| <b>TOTAL</b> |                  |           |              |                    |                       |              | <b>\$ 24,084,000</b>       |          |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) Average Daily Rate (2) Room revenue per available room (3) Based on expected 2% enhanced hotel occupancy tax and 2% hotel venue tax to be adopted in Spring 2020

**Table B.3 – Expected City Hotel Occupancy Tax on Hotel Rooms Outside of Project**

| Year         | Room-nights (RN) | Occupancy | Occupied RNs | ADR <sup>(1)</sup> | RevPar <sup>(2)</sup> | Room Revenue | Hotel Taxes <sup>(3)</sup> | % Change |
|--------------|------------------|-----------|--------------|--------------------|-----------------------|--------------|----------------------------|----------|
| 2020         | 48,048           | 77%       | 36,997       | \$ 111.70          | \$ 86.01              | \$ 4,132,560 | \$ -                       | 0.0%     |
| 2021         | 48,048           | 80%       | 38,438       | 113.90             | 91.12                 | 4,378,134    | 88,000                     | 0.0%     |
| 2022         | 48,048           | 72%       | 34,595       | 116.20             | 83.66                 | 4,019,888    | 161,000                    | 83.0%    |
| 2023         | 57,148           | 73%       | 41,471       | 118.50             | 85.99                 | 4,914,257    | 197,000                    | 22.4%    |
| 2024         | 120,848          | 69%       | 83,356       | 120.90             | 83.39                 | 10,077,740   | 403,000                    | 104.6%   |
| 2025         | 120,848          | 72%       | 86,996       | 123.30             | 88.76                 | 10,726,607   | 429,000                    | 6.5%     |
| 2026         | 120,848          | 75%       | 90,636       | 125.80             | 94.35                 | 11,402,009   | 456,000                    | 6.3%     |
| 2027         | 120,848          | 75%       | 90,636       | 128.30             | 96.23                 | 11,628,599   | 465,000                    | 2.0%     |
| 2028         | 120,848          | 75%       | 90,636       | 130.90             | 98.18                 | 11,864,252   | 475,000                    | 2.2%     |
| 2029         | 120,848          | 75%       | 90,636       | 133.50             | 100.13                | 12,099,906   | 484,000                    | 1.9%     |
| 2030         | 120,848          | 75%       | 90,636       | 136.10             | 102.08                | 12,335,560   | 493,000                    | 1.9%     |
| 2031         | 120,848          | 75%       | 90,636       | 138.90             | 104.18                | 12,589,340   | 504,000                    | 2.2%     |
| 2032         | 120,848          | 75%       | 90,636       | 141.60             | 106.20                | 12,834,058   | 513,000                    | 1.8%     |
| 2033         | 120,848          | 75%       | 90,636       | 144.50             | 108.38                | 13,096,902   | 524,000                    | 2.1%     |
| 2034         | 120,848          | 75%       | 90,636       | 147.40             | 110.55                | 13,359,746   | 534,000                    | 1.9%     |
| 2035         | 120,848          | 75%       | 90,636       | 150.30             | 112.73                | 13,622,591   | 545,000                    | 2.1%     |
| 2036         | 120,848          | 75%       | 90,636       | 153.30             | 114.98                | 13,894,499   | 556,000                    | 2.0%     |
| 2037         | 120,848          | 75%       | 90,636       | 156.40             | 117.30                | 14,175,470   | 567,000                    | 2.0%     |
| 2038         | 120,848          | 75%       | 90,636       | 159.50             | 119.63                | 14,456,442   | 578,000                    | 1.9%     |
| 2039         | 120,848          | 75%       | 90,636       | 162.70             | 122.03                | 14,746,477   | 590,000                    | 2.1%     |
| 2040         | 120,848          | 75%       | 90,636       | 166.00             | 124.50                | 15,045,576   | 602,000                    | 2.0%     |
| 2041         | 120,848          | 75%       | 90,636       | 169.30             | 126.98                | 15,344,675   | 614,000                    | 2.0%     |
| 2042         | 120,848          | 75%       | 90,636       | 172.70             | 129.53                | 15,652,837   | 626,000                    | 2.0%     |
| 2043         | 120,848          | 75%       | 90,636       | 176.10             | 132.08                | 15,961,000   | 638,000                    | 1.9%     |
| 2044         | 120,848          | 75%       | 90,636       | 179.60             | 134.70                | 16,278,226   | 651,000                    | 2.0%     |
| 2045         | 120,848          | 75%       | 90,636       | 183.20             | 137.40                | 16,604,515   | 664,000                    | 2.0%     |
| 2046         | 120,848          | 75%       | 90,636       | 186.90             | 140.18                | 16,939,868   | 678,000                    | 2.1%     |
| 2047         | 120,848          | 75%       | 90,636       | 190.60             | 142.95                | 17,275,222   | 691,000                    | 1.9%     |
| 2048         | 120,848          | 75%       | 90,636       | 194.50             | 145.88                | 17,628,702   | 705,000                    | 2.0%     |
| 2049         | 120,848          | 75%       | 90,636       | 198.30             | 148.73                | 17,973,119   | 719,000                    | 2.0%     |
| <b>TOTAL</b> |                  |           |              |                    |                       |              | <b>\$ 15,154,000</b>       |          |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) Average Daily Rate. (2) Room revenue per available room. (3) Based on expected 2% enhanced hotel occupancy tax and 2% hotel venue tax to be adopted in Spring 2020

**Table B.4 – State Sales Tax on Taxable Sales**

| Year         | Gross Retail Sales | Less Non-taxable | Gross Taxable Sales | Vacancy Factor | Net Taxable Sales | Sales Tax Collections <sup>(1)</sup> | % Change |
|--------------|--------------------|------------------|---------------------|----------------|-------------------|--------------------------------------|----------|
| 2020         | \$ -               | \$ -             | \$ -                | 0%             | \$ -              | \$ -                                 | 0.0%     |
| 2021         | 72,870,000         | (3,640,000)      | 69,230,000          | 20%            | 55,380,000        | -                                    | 0.0%     |
| 2022         | 204,960,000        | (10,250,000)     | 194,710,000         | 10%            | 175,240,000       | -                                    | 0.0%     |
| 2023         | 274,880,000        | (13,740,000)     | 261,140,000         | 5%             | 248,080,000       | 15,505,000                           | 0.0%     |
| 2024         | 280,380,000        | (14,020,000)     | 266,360,000         | 5%             | 253,040,000       | 15,815,000                           | 2.0%     |
| 2025         | 287,390,000        | (14,370,000)     | 273,020,000         | 5%             | 259,370,000       | 16,211,000                           | 2.5%     |
| 2026         | 294,570,000        | (14,730,000)     | 279,840,000         | 5%             | 265,850,000       | 16,616,000                           | 2.5%     |
| 2027         | 301,930,000        | (15,100,000)     | 286,830,000         | 5%             | 272,490,000       | 17,031,000                           | 2.5%     |
| 2028         | 309,480,000        | (15,470,000)     | 294,010,000         | 5%             | 279,310,000       | 17,457,000                           | 2.5%     |
| 2029         | 317,220,000        | (15,860,000)     | 301,360,000         | 5%             | 286,290,000       | 17,893,000                           | 2.5%     |
| 2030         | 325,150,000        | (16,260,000)     | 308,890,000         | 5%             | 293,450,000       | 18,341,000                           | 2.5%     |
| 2031         | 333,280,000        | (16,660,000)     | 316,620,000         | 5%             | 300,790,000       | 18,799,000                           | 2.5%     |
| 2032         | 341,610,000        | (17,080,000)     | 324,530,000         | 5%             | 308,300,000       | 19,269,000                           | 2.5%     |
| 2033         | 350,150,000        | (17,510,000)     | 332,640,000         | 5%             | 316,010,000       | -                                    | -100.0%  |
| 2034         | 358,900,000        | (17,950,000)     | 340,950,000         | 5%             | 323,900,000       | -                                    | 0.0%     |
| 2035         | 367,870,000        | (18,390,000)     | 349,480,000         | 5%             | 332,010,000       | -                                    | 0.0%     |
| 2036         | 377,070,000        | (18,850,000)     | 358,220,000         | 5%             | 340,310,000       | -                                    | 0.0%     |
| 2037         | 386,500,000        | (19,330,000)     | 367,170,000         | 5%             | 348,810,000       | -                                    | 0.0%     |
| 2038         | 396,160,000        | (19,810,000)     | 376,350,000         | 5%             | 357,530,000       | -                                    | 0.0%     |
| 2039         | 406,060,000        | (20,300,000)     | 385,760,000         | 5%             | 366,470,000       | -                                    | 0.0%     |
| 2040         | 416,210,000        | (20,810,000)     | 395,400,000         | 5%             | 375,630,000       | -                                    | 0.0%     |
| 2041         | 426,620,000        | (21,330,000)     | 405,290,000         | 5%             | 385,030,000       | -                                    | 0.0%     |
| 2042         | 437,290,000        | (21,860,000)     | 415,430,000         | 5%             | 394,660,000       | -                                    | 0.0%     |
| 2043         | 448,220,000        | (22,410,000)     | 425,810,000         | 5%             | 404,520,000       | -                                    | 0.0%     |
| 2044         | 459,430,000        | (22,970,000)     | 436,460,000         | 5%             | 414,640,000       | -                                    | 0.0%     |
| 2045         | 470,920,000        | (23,550,000)     | 447,370,000         | 5%             | 425,000,000       | -                                    | 0.0%     |
| 2046         | 482,690,000        | (24,130,000)     | 458,560,000         | 5%             | 435,630,000       | -                                    | 0.0%     |
| 2047         | 494,760,000        | (24,740,000)     | 470,020,000         | 5%             | 446,520,000       | -                                    | 0.0%     |
| 2048         | 507,130,000        | (25,360,000)     | 481,770,000         | 5%             | 457,680,000       | -                                    | 0.0%     |
| 2049         | 519,810,000        | (25,990,000)     | 493,820,000         | 5%             | 469,130,000       | -                                    | 0.0%     |
| <b>TOTAL</b> |                    |                  |                     |                |                   | <b>\$ 172,937,000</b>                |          |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) State sales tax rate of 6.25%, limited to a ten (10) year period.

**Table B.5 – State Hotel Occupancy Tax on New Hotel Rooms**

| Year         | Room-nights (RN) | Occupancy | Occupied RNs | ADR <sup>(1)</sup> | RevPar <sup>(2)</sup> | Room Revenue | Hotel Taxes <sup>(3)</sup> | % Change |
|--------------|------------------|-----------|--------------|--------------------|-----------------------|--------------|----------------------------|----------|
| 2020         | -                | 0%        | -            | 107.60             | -                     | -            | -                          | 0.0%     |
| 2021         | -                | 0%        | -            | 110.30             | -                     | -            | -                          | 0.0%     |
| 2022         | 45,500           | 65%       | 29,575       | 113.10             | 73.50                 | 3,340,000    | -                          | 0.0%     |
| 2023         | 182,000          | 70%       | 127,400      | 115.90             | 81.10                 | 14,770,000   | 886,000                    | 0.0%     |
| 2024         | 182,000          | 75%       | 136,500      | 118.80             | 89.10                 | 16,220,000   | 973,000                    | 9.8%     |
| 2025         | 182,000          | 75%       | 136,500      | 121.80             | 91.40                 | 16,630,000   | 998,000                    | 2.6%     |
| 2026         | 182,000          | 75%       | 136,500      | 124.80             | 93.60                 | 17,040,000   | 1,022,000                  | 2.4%     |
| 2027         | 182,000          | 75%       | 136,500      | 127.90             | 95.90                 | 17,460,000   | 1,048,000                  | 2.5%     |
| 2028         | 182,000          | 75%       | 136,500      | 131.10             | 98.30                 | 17,900,000   | 1,074,000                  | 2.5%     |
| 2029         | 182,000          | 75%       | 136,500      | 134.40             | 100.80                | 18,350,000   | 1,101,000                  | 2.5%     |
| 2030         | 182,000          | 75%       | 136,500      | 137.80             | 103.40                | 18,810,000   | 1,129,000                  | 2.5%     |
| 2031         | 182,000          | 75%       | 136,500      | 141.20             | 105.90                | 19,270,000   | 1,156,000                  | 2.4%     |
| 2032         | 182,000          | 75%       | 136,500      | 144.70             | 108.50                | 19,750,000   | 1,185,000                  | 2.5%     |
| 2033         | 182,000          | 75%       | 136,500      | 148.40             | 111.30                | 20,260,000   | -                          | -100.0%  |
| 2034         | 182,000          | 75%       | 136,500      | 152.10             | 114.10                | 20,760,000   | -                          | 0.0%     |
| 2035         | 182,000          | 75%       | 136,500      | 155.90             | 116.90                | 21,280,000   | -                          | 0.0%     |
| 2036         | 182,000          | 75%       | 136,500      | 159.80             | 119.90                | 21,810,000   | -                          | 0.0%     |
| 2037         | 182,000          | 75%       | 136,500      | 163.80             | 122.90                | 22,360,000   | -                          | 0.0%     |
| 2038         | 182,000          | 75%       | 136,500      | 167.90             | 125.90                | 22,920,000   | -                          | 0.0%     |
| 2039         | 182,000          | 75%       | 136,500      | 172.10             | 129.10                | 23,490,000   | -                          | 0.0%     |
| 2040         | 182,000          | 75%       | 136,500      | 176.40             | 132.30                | 24,080,000   | -                          | 0.0%     |
| 2041         | 182,000          | 75%       | 136,500      | 180.80             | 135.60                | 24,680,000   | -                          | 0.0%     |
| 2042         | 182,000          | 75%       | 136,500      | 185.30             | 139.00                | 25,290,000   | -                          | 0.0%     |
| 2043         | 182,000          | 75%       | 136,500      | 189.90             | 142.40                | 25,920,000   | -                          | 0.0%     |
| 2044         | 182,000          | 75%       | 136,500      | 194.70             | 146.00                | 26,580,000   | -                          | 0.0%     |
| 2045         | 182,000          | 75%       | 136,500      | 199.50             | 149.60                | 27,230,000   | -                          | 0.0%     |
| 2046         | 182,000          | 75%       | 136,500      | 204.50             | 153.40                | 27,910,000   | -                          | 0.0%     |
| 2047         | 182,000          | 75%       | 136,500      | 209.60             | 157.20                | 28,610,000   | -                          | 0.0%     |
| 2048         | 182,000          | 75%       | 136,500      | 214.90             | 161.20                | 29,330,000   | -                          | 0.0%     |
| 2049         | 182,000          | 75%       | 136,500      | 220.20             | 165.20                | 30,060,000   | -                          | 0.0%     |
| <b>TOTAL</b> |                  |           |              |                    |                       |              | <b>\$ 10,572,000</b>       |          |

Notes: Reported year represents a calendar year from January to December. Total may not add due to rounding. (1) Average Daily Rate. (2) Room revenue per available room. (3) State hotel occupancy tax of 6.0% limited to a ten (10) year period.



## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (this “**Agreement**”), entered into this 21<sup>st</sup> day of November 2019 is made by and between the **CITY OF HUTTO, TEXAS**, a municipal corporation and a home-rule city in the State of Texas (the “**City**”) and the **COTTONWOOD DEVELOPMENT CORPORATION**, a public nonprofit corporation created by the City and organized under Chapter 431, Texas Transportation Code, as amended (the “**Corporation**”).

### RECITALS

**WHEREAS**, to promote economic development within its boundaries, the City of Hutto, Texas, a municipal corporation of the State of Texas and a home rule city (the “**City**”), has entered into a development agreement, dated as of September 20, 2019 (the “**Master Development Agreement**”) with Legacy Hutto, LLC, a Missouri limited liability company (the “**Master Developer**”) pursuant to which the parties have agreed to develop a mixed-use development consisting of various uses such as office, convention center, commercial, retail, residential, public athletic fields, recreational and entertainment uses, hotel and aquatic attractions and other complementary uses on approximately 250 acres of land (the “**Development Project**”). The approximately 250 acres on which the Development Project will ultimately be situated is hereinafter referred to as the “**Development Area**”;

**WHEREAS**, to further promote economic development in the Development Area, the City has entered into a multi-party development agreement dated as of October 1, 2019 (the “**Multi-Party Development Agreement**”), by and among the City, the Master Developer, Perfect Game Incorporated, an Iowa corporation, and Sports Facilities Development, LLC, a Florida limited liability company, pursuant to which the parties have agreed to develop, operate and maintain certain aspects of the Development Project;

**WHEREAS**, the City has agreed to create and has commenced the process to create the public improvement district (“**PID**”) under Chapter 372 of the Texas Local Government Code (the “**District**”), to impose PID special assessments (the “**Assessments**” as further defined herein) within the District and to create the Reinvestment Zone Number Two, City of Hutto, Texas, a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code (the “**Reinvestment Zone**”), to facilitate the development of the Development Project, and to make grant payments to the Corporation from PID special assessments generated within the District, incremental property tax revenue generated within the Reinvestment Zone, and incremental hotel occupancy and sales taxes generated within the Development Area pursuant to the Interlocal Agreement (collectively, the “**Pledged Revenues**”);

**WHEREAS**, the Arizona Industrial Development Authority (the “**Authority**”), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona, incorporated with the approval of the Arizona Finance Authority (the “**Arizona Finance Authority**”), pursuant to the provisions of the Constitution and law of the State of Arizona and Title 35, Chapter 5, Section 35-701 *et seq.*, Arizona Revised Statutes, as amended (the “**Act**”);

**WHEREAS**, the Act provides that the Authority may make secured or unsecured loans for the purpose of financing or refinancing the acquisition, construction, improvement, equipping or operating of a project and to pledge the proceeds of loan agreements as security for the payment of the principal and interest of any bonds issued by the Authority, and any agreements made in connection with the loan.;

**WHEREAS**, the Corporation has applied to the Authority to issue bonds on the Corporation's behalf and to make a loan to the Corporation to finance certain of the costs of the acquisition of approximately 255 acres of land (the "**Land**"), pre-development costs associated with the Development and other costs required in connection therewith, and the Authority has accepted such application;

**WHEREAS**, in order to provide a portion of the funds to so finance such costs, the Corporation has requested that the Authority issue revenue bonds under the Act in the form of its Arizona Industrial Development Authority Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the "**Bonds**"), in an aggregate principal amount of not to exceed \$60,000,000, the proceeds of which will be used to: (1) finance a loan to the Corporation which will use the funds for the acquisition of the Land, to pay for certain public improvements and certain pre-development costs for the Development Project; (2) fund capitalized interest for the Bonds, (3) fund the surplus fund and (4) pay the costs of issuance of the Bonds;

**WHEREAS**, the Authority will loan the proceeds of the Bonds to the Corporation pursuant to a loan agreement, dated as of November 21, 2019 (the "**Loan Agreement**"), pursuant to which, among other things, the Corporation has agreed to secure its obligations under the Loan Agreement by executing the Deed of Trust, which will be a first lien on the Land, and pledging its right to receive the Pledged Revenues. Pursuant to the Loan Agreement, the Corporation will execute a note (the "**Note**") and will make payments from Pledged Revenues to the Trustee, as assignee of the Authority, in amounts sufficient to pay the principal of and interest on the Bonds (the "**Note Payments**"). To secure its obligations under the Loan Agreement and the Note, the Corporation will pledge, and grant a security interest in, the Pledged Revenues and deliver the Deed of Trust (as defined in the Trust Agreement) to the Trustee;

**WHEREAS**, the City agrees to transfer all Pledged Revenues in the form of Grant Payments to the Corporation;

**WHEREAS**, the Corporation agrees to accept all such Grant Payments and deposit all Pledged Revenues into a separate account with sub-accounts being created for each unique revenue stream;

**WHEREAS**, the City agrees to deposit seventy-five percent (75%) of the City incremental ad valorem taxes on property located within the Reinvestment Zone boundary into a separate account (the "**Tax Increment**");

**WHEREAS**, the City has begun the process to create the Reinvestment Zone within the requirements of the Zone Act. The Tax Increment that will be collected from the Reinvestment Zone each year by the City and it shall be deposited into the Tax Increment Fund;

**WHEREAS**, in 1968, the City of Hutto, Texas adopted a one percent (1%) general sales and use tax pursuant to Chapter 311 of the Texas Tax Code, as amended (the “**City General Sales Tax**”);

**WHEREAS**, the City has agreed that seventy-five percent (75%) of the City General Sales Tax received on the sales of goods or services as permitted by Texas law within the boundary of the Reinvestment Zone that is not subject to the Emergency Services District (the “**ESD District**”) shall be paid to the Corporation in accordance with this Agreement;

**WHEREAS**, on July 20, 2017, the City passed and approved Ordinance No. 0-17-07-20-9C (the “**EDC Ordinance**”), creating the Hutto Economic Development Corporation, Type B (the “**EDC**”) pursuant to the Development Corporation Act of 1979 and governed by Section 4B of Chapters 501, 502 and 505 of the Texas Government code, as amended (“**EDC Act**”) and its Articles of Incorporation dated August 7, 2017, as amended;

**WHEREAS**, on November 16, 2017, pursuant to an election held on November 7, 2017, the City adopted Resolution No. R-17-11-16-11C canvassing the returns and declaring the results of such election approving the imposition of a replacement one-half of one percent (0.5%) sales and use tax (“**EDC Tax**”) for the benefit of the EDC to be used for economic development to benefit the City;

**WHEREAS**, pursuant to the Sales Tax Proceeds Contribution Agreement between the City and the EDC dated November 4, 2019 and approved by the City pursuant to Ordinance No. 0-19\_\_\_\_\_ and the EDC pursuant to Resolution No. 19-11-04-5P, the EDC has agreed to dedicate a portion of the proceeds of the EDC Tax to the Development Project;

**WHEREAS**, the City and EDC have agreed that seventy-five percent (75%) of the one-half percent (0.50%) EDC Tax revenues received on taxable sales of goods/or services as permitted by Texas law within the boundary of the Reinvestment Zone shall be paid to the Corporation in accordance with this Agreement;

**WHEREAS**, the City has agreed to pay to the Corporation, in accordance with this Agreement, from its share of the ESD District’s two percent (2.0%) sales tax an amount equal to the revenue collected from one and one-eighth percent (1.125%) sales and use tax received on the sales of goods or services as permitted by Texas law within the boundary of the Reinvestment Zone that is subject to the ESD in accordance with this Agreement;

**WHEREAS** the City has begun the process to create the Public Improvement District within the requirements of the PID Act. The PID Assessment will be collected each year by the City and shall be deposited into the Tax Increment Fund.

**WHEREAS**, Assessments will be reflected in a Service and Assessment Plan as approved by the City Council, as amended and updated annually as provided in the PID Act;

**WHEREAS**, the Service and Assessment Plan and the Assessment Ordinance will provide for the terms and amounts of the Assessments. The City shall transfer all of the Assessments, plus interest and any penalties, received to the Corporation in accordance with this Agreement;

**WHEREAS**, the City and the Corporation are entering into this Agreement (1) to administer certain matters related to the payment of the Pledged Revenues the City to the Corporation; (2) authorize the Corporation to acquire the Land; (3) authorize the Corporation to pay the cost of certain improvements related to the Development Project; (4) authorize the Corporation to pay certain pre-development costs for the Development Project and (5) authorize the Corporation to take all actions necessary to effectuate the issuance of the Bonds; and

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## **ARTICLE I** **DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

**“Administrative Expenses”** shall mean the administrative costs and expenses of the City in connection with the performance of its obligations under this Agreement, the Master Development Agreement and any other related agreement to be paid out of the Administrative Fee.

**“Administrative Fee”** shall mean one percent (1.0%) of the City Sales Tax Increment and the City Property Tax Increment.

**“Administrator”** shall mean any entity that the City contracts with to administer the Service and Assessment Plan.

**“Agreement”** means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

**“Assessment Fund”** shall mean the fund to which all Assessments shall be transferred annually pursuant to the PID Act.

**“Assessments”** shall mean the assessments levied against properties in the District, as provided for in an Assessment Ordinance and Service and Assessment Plan that will be adopted, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

**“Assessed Parcels”** shall mean the tax parcels as such tax parcels are amended from time to time, as contained within the boundaries of the District.

**“Authority”** shall have the meaning given in the recitals to this Agreement.

**“Bonds”** shall mean the Authority’s Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project).

**“Continuing Disclosure Agreement”** shall mean the Continuing Disclosure Agreement of the Corporation, the Master Developer, and the Bond trustee, as Dissemination Agent dated as of the date of closing on the Bonds.

**“Corporation”** shall have the meaning given in the recitals to this Agreement.

**“County”** shall mean Williamson County, Texas.

**“Debt”** shall mean any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City or the Corporation related exclusively to the Project.

**“Development Project”** shall have the meaning given in the recitals to this Agreement.

**“District”** shall have the meaning given in the recitals to this Agreement.

**“EDC”** shall mean the Hutto Economic Development Corporation.

**“EDC Act”** shall mean Section 4B of Chapters 501, 502 and 505 of the Texas Government Code, as amended.

**“EDC Ordinance”** shall mean Ordinance No. 0-17-07-20-9C passed and approved by the City Council on July 20, 2017.

**“EDC Revenues”** shall mean seventy -five percent of the unrestricted EDC Tax revenues received on sales within the boundary of the Reinvestment Zone.

**“ESD Agreement”** shall mean the existing agreement between the City and the ESD District and the anticipated revised agreement approved by Resolution No. \_\_\_\_\_ passed and approved by City Council on November 21, 2019.

**“Grant Payment”** shall mean the Grant payments from the City to the Corporation as described in Section 5.1.

**“Grant Payment Schedule”** shall mean payments by the city to the Corporation of any Pledged Revenues the City has actually received on a monthly basis.

**“Loan Agreement”** shall have the meaning given in the recitals to this Agreement.

**“PID Act”** shall have the meaning given in the recitals to this Agreement.

**“Public Property”** shall mean property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Williamson County, the City, a school



district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

“**Tax Increment**” shall mean the amount of City ad valorem tax increment that will be collected from the Reinvestment Zone.

“**Trust Agreement**” shall mean the Trust Agreement, dated as of November 21, 2019 by and between the Authority and UMB Bank, N.A., as trustee, relating to the issuance of the Bonds.

“**Trustee**” shall mean UMB Bank, N.A., in its role as Trustee for the Bonds, and its successors and assigns.

“**Zone**” shall have the meaning given in the recitals to this Agreement.

“**Zone Act**” shall have the meaning given in the recitals to this Agreement.

“**Zone Ordinance**” shall mean Ordinance \_\_\_\_\_ that will be passed and approved by the City Council on November 21, 2019 creating Reinvestment Zone Number Two, City of Hutto, Texas.

“**Zone Revenues**” shall mean the amount equal to the amounts deposited into the Tax Increment Fund dedicated to the Grant Payments.

All references in this instrument to designated “**Articles**,” “**Sections**” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

## **ARTICLE II** **INCORPORATION OF RECITALS**

The RECITALS set forth in the Preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Article.

## **ARTICLE III** **SCOPE OF AGREEMENT**

This Agreement establishes provisions for the Corporation to act on behalf of the City in the financing of the Development Project pursuant to the Loan Agreement. The City and the Corporation agree that this Agreement shall not, prior to the time that the Bonds are no longer outstanding under the Trust Agreement, be (i) amended in a manner that changes the sources of

Pledged Revenues as described in this Agreement or otherwise negatively impacts the Pledged Revenues available for payment of debt service on the Bonds, or (ii) terminated.

#### **ARTICLE IV** **POWERS AND DUTIES OF THE CORPORATION**

Section 4.1    Loan Agreement. The City authorizes the Corporation to enter into the Loan Agreement. The Corporation will request, and the City agrees that it shall assist, the Corporation in complying with any applicable requirements of the Corporation set forth in the Loan Agreement.

Section 4.2    Power to Incur Other Obligations. Subject to the provisions of this Agreement, the Corporation shall have the power from time to time to incur other obligations and enter into contracts with consultants upon such terms and conditions as the Corporation shall determine to be necessary or desirable, subject to the approval of the City

#### **ARTICLE V** **REVENUES**

Section 5.1    Pledge of Grant Payment. The City covenants that the Pledged Revenues generated within the Reinvestment Zone will be transferred to the Corporation pursuant to the Schedule of Grant Payments as provided in Exhibit A.

(a)    Pledged Revenues:

(1)    Within the Reinvestment Zone, 75% of the City's incremental ad valorem tax revenue;

(2)    Within the Reinvestment Zone and within land not subject to the ESD Agreement, 75% of the 1.00% City General Sales tax and 75% of the 0.50% EDC Tax (remaining after payment of debt service on a series of bonds to which the economic development sales tax is pledged) for a total pledge of 1.125% of the incremental sales tax generated within the Reinvestment Zone.

(3)    Within the Reinvestment Zone and within land subject to the ESD Agreement, no less than 1.125% of the incremental ESD Sales Tax. The City currently receives 1.20% of the ESD Sales Tax however the ESD Agreement is anticipated to be revised within the Reinvestment Zone. The goal of a revised ESD Agreement within the Reinvestment Zone shall be as follows:

(i)    25% to ESD (or 0.50% of the 2.00%)

(ii)   75% to City (or 1.50% of the 2.00%)

(1)    75% to the Project (or 1.125% of the 1.50%)

(2)    25% to the City General Fund (or 0.375% of the  
1.50%)

(4) Within the Reinvestment Zone, 100% of the City's Hotel Occupancy Tax revenues; and

(5) Within the Reinvestment Zone, 100% of the Assessment revenues in the Assessment Fund.

Section 5.2 The Corporation shall use the Grant Payments in accordance with its requirements under the Loan Agreement.

Section 5.3 Collection of Assessments.

(a) The City, as authorized by the PID Act and other applicable law, shall continuously collect or cause to be collected Assessments levied pursuant to the Service and Assessment Plan during the terms of this Agreement and the Loan Agreement in the manner and to the extent permitted or required by the PID Act and any applicable law. The City will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Assessed Parcels until the Assessments related to that particular portion of the Assessed Parcels are no longer outstanding, other than as provided in Section 6.5 hereto, whether as a result of payment in full, defeasance, or otherwise. The City shall collect the Assessments consistent with the requirements of the PID Act and the City's policies and standard practices applicable to the collection of City taxes and assessments, as required by law. All Administrative Expenses incurred by the City shall be paid from the Administrative Fee.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, the Assessment revenues collected will be deposited in the Assessment Fund and used thereafter to pay a portion of the Grant Payments.

(c) Further notwithstanding anything to the contrary contained herein, the City agrees to use best efforts to contract with Williamson County Tax Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Parcels and will be collected as part of and in the same manner as ad valorem taxes. All Administrative Expenses incurred by the County shall be paid from the Grant Payments of the Assessments.

(d) The Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval.

(e) Assessments on any portion of the Assessed Parcels will bear a direct proportional relationship to and be less than or equal to the special benefit of the Public Improvements within the District.

(f) Assessments on any portion of the Assessed Parcels may be increased so long as the Assessments are determined in accordance with the Service and Assessment Plan approved by the City in compliance with applicable laws, including applicable public hearing requirements.

The City, through its City Manager, may request any additions to the Project or any component thereof whenever the City deems such changes to be necessary and appropriate; provided,

however, that no such change shall (i) impair the ability of the City to make the Grant Payments, (ii) increase or reduce the amount of the Grant Payments, (iii) cause to be included in the Development Project any property not constituting property useful in the performance of the City's powers, projects and purposes, (iv) cause the Public Improvements or any such component thereof to have an estimated useful life materially shorter than the estimated useful life of the Public Improvements or such component prior to such change, or (v) include any property or improvement not authorized by the PID Act. Any such change shall be implemented by City's filing with the Corporation and the Authority a description of such change and the adoption of an updated Service and Assessment Plan.

Section 5.4 Approval and Recordation of Assessments through Landowner Agreement. Concurrent with the levy of Assessments on the Assessed Parcels, the owners of the Assessed Parcels ("**Owners**") are expected to execute one or more Landowner Agreement(s) (herein so called) in which the Owners approved and accepted the apportionment of Assessments in the Service and Assessment Plan and the levy of the Assessments by the City. The Landowner Agreement further (a) evidences that the Assessments are covenants running with the land that will bind any and all current and successor owners of the applicable Assessed Parcels to the Assessments, including applicable penalties and interest thereon, as and when due and payable thereunder, (b) provides that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (c) provides that the lien created by the levy of the Assessments is a first and prior lien on the Assessed Parcels, subject only to liens for ad valorem taxes of the City, County, school district, special district or other political subdivision, or a lien of the Department of Treasury of the United States of America.

Section 5.5 Summary of City Responsibilities Regarding the Assessments. The City's responsibility under this Agreement shall be limited as follows:

- (a) Contract with the Williamson County Appraisal District or other third party to collect the Assessments;
- (b) Establish the assessment account provided in the Service and Assessment Plan (referred to herein as the Assessment Fund) to receive the funds collected from Assessments;
- (c) Collect and pay Administrative Expenses as provided herein;
- (d) Direct the Administrator to take all reasonable efforts to collect Assessments including foreclosure of any lien securing delinquent Assessment as provided in Section 7.01;
- (e) Deposit Assessment revenues received, including funds received from foreclosure sales and prepayment of Assessments, into the Assessment Fund; and
- (f) Transfer funds out of the Assessment Fund to the Corporation as provided in this Agreement.

**ARTICLE VI**  
**PURCHASE AND TRANSFER OF THE LAND**

Section 6.1    Purchase and Transfer of the Land.    The City authorizes the Corporation to finance and/or refinance all of the costs of the acquisition of the Land comprising the Reinvestment Zone. The City agrees to transfer all right, title and interest in certain parcels of land in the Reinvestment Zone that it currently owns to the Corporation subject to the City complying with the applicable statutory requirements. The acquisition and financing of the Land shall not need any further approvals by the City.

Section 6.2    Grant Payments.

(a)    The City shall make the Grant Payments to the Corporation, as provided in Section 5.1 and described herein.

(b)    The Grant Payments shall be due and payable to the Corporation as provided in “**Exhibit A**”. The Grant Payments shall be special obligations of the City, payable, as provided herein, solely from Pledged Revenues.

(c)    Each Grant Payment shall be paid in lawful money of the United States of America, in immediately available funds.

(d)    Unless otherwise so requested by the Corporation, the Corporation hereby directs the City to deposit each Grant Payment and the City agrees to deposit each Grant Payment and any other payment under this agreement in the Grant Fund [with UMB Bank, N.A. [in account no. \_\_\_\_\_]] as Trustee with respect to the Bonds, to be applied in accordance with the requirements of the Trust Agreement.

Section 6.3    Obligation Absolute.

(a)    Neither the faith and credit nor the taxing power of the City, the Corporation, the State of Texas nor any political subdivision or agency thereof is pledged to the payment of the Grant Payments or other payments required to be made by the City pursuant hereto.

(b)    The obligation of the City to make the Grant Payments and other payments required to be made by it pursuant hereto, solely from the sources and in the manner provided herein, is absolute and unconditional during the term of this Agreement, and until such time as the Grant Payments and such other payments shall have been paid in full, the City shall not discontinue or suspend any Grant Payment or other payment required to be made by it pursuant hereto when due, or dissolve the Corporation.

(c)    The City will not pledge, bargain, sell, convey, place or allow any lien to be placed on any revenue generated in the boundary of the Reinvestment Zone, other than the lien on the Pledged Revenues.

Section 6.4    Pledge.    Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the payment of the Bonds in accordance with the provisions of this Agreement and the



PID Act, the City hereby pledges to the Corporation, and grants thereto a lien on and a security interest in, all of the Assessment revenues. Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the City, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, this Agreement, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

#### Section 6.5     Assessment Fund.

(a)     The City shall establish the Assessment Fund. The Assessment Fund shall be maintained, administered and controlled (including signatory authority) by the City and shall not be commingled with any other funds of the City except as provided herein. The funds in the Assessment Fund shall be dedicated solely to the payment of Grant Payments.

(b)     On or before each grant payment date, the City shall withdraw from the Assessment Fund the balance therein and shall pay such amount to the Corporation.

#### Section 6.6     Mandatory Prepayment from Assessments Prepayments.

(a)     The Assessment Payments shall be subject to mandatory prepayment from any prepaid Assessment to be applied to such prepayment, in whole or in part, within 30 days of the receipt of such prepaid Assessment by the City, at a prepayment price equal to 100% of the principal component of the Grant Payments to be prepaid, plus the accrued but unpaid interest component of such Grant Payments to be prepaid to the date of such prepayment.

(b)     If less than all the Assessment Payments are prepaid pursuant to this Section, the Grant Payments shall be prepaid on a pro rata basis based on the principal components thereof, to the extent practicable.

(c)     The City shall give the Corporation and the Trustee written notice of the receipt by the City of prepaid Assessments within ten business days of such receipt and shall specify in such written notice the date on which the Grant Payments to be prepaid from such prepaid Assessment will be so prepaid, which date, as provided in subsection (a) of this Section, shall be within 30 days of such receipt.

### **ARTICLE VII** **REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Section 7.1     Representations and Warranties of the City. The City makes the following covenants, representations and warranties for the benefit of the Corporation:

(a)     The City is a municipal corporation and political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State of Texas, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt the Assessment

Ordinance once all steps in the PID process have been completed, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City shall approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Ordinance.

(c) The City shall comply with all requirements of the PID Act so as to assure the timely collection of Assessments.

(d) The City shall determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the City are delinquent in the payment of Assessment and, if such delinquencies exist, City shall order and cause to be commenced no later than 45 days after the determination of such delinquency, and thereafter diligently cause to be prosecuted pursuant to any then-existing contract with the County Tax Assessor/Collector or, if no contract, pursuant to Texas law, for the enforcement of the City's assessment liens, an action in court to foreclose the lien of any Assessment not paid when due.

(e) The City shall not issue or incur any Debt payable from the Assessments.

(f) The City shall approve all documents and orders required to effectuate the creation and operation of the Tax Increment Investment Zone.

(g) The City shall comply with all requirements of the Texas Tax Code, as amended, that are necessary to collect the City's local Sales Tax and Hotel Occupancy Tax within the Development Area

All representations, covenants and warranties of the City under this Agreement survive the issuance of the Bonds.

Section 7.2 Covenants and Representations of Corporation. The Corporation makes the following representations and covenants for the benefit of the City:

(a) The Corporation represents that the Corporation is a public nonprofit corporation created by the City and organized under Chapter 431, Texas Transportation Code, as amended, has the ability to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Corporation represents that the Corporation has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Corporation.

(c) The Corporation represents that this Agreement is a valid and enforceable obligation of the Corporation and is enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Corporation covenants that it will not commit or knowingly permit any act in, upon or to the Assessed Parcels or the Development Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority now or hereafter affecting the Assessed Parcels or the Project.

(e) The Corporation and Master Developer shall enter into and comply with the Continuing Disclosure Agreement as set forth hereto as “**Exhibit B.**”

## **ARTICLE VIII** **DEFAULT AND REMEDIES**

**Section 8.1** **Event of Default.** The occurrence, from time to time, of any one or more of the following events shall constitute an “Event of Default” under this Agreement:

(a) A failure by City to pay any Grant Payment when and as the same shall become due and payable.

(b) Either of the City or the Corporation (a “**Party**”) shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

**Section 8.2** **No Acceleration.** The Grant Payments shall not be subject to acceleration hereunder.

**Section 8.3** **Corporation Remedies.** If an Event of Default shall have occurred and be continuing, Corporation or any Transferee, shall have the right:

(a) by mandamus, suit, action or proceeding, to compel the City and its officers, agents or employees to perform each and every term, provision and covenant contained in this Agreement, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it by this Agreement;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the rights of the Corporation or any Transferee; or

(c) by suit, action or proceeding in any court of competent jurisdiction in Williamson County, Texas, to require the City and its officers and employees to account as if it and they were the trustees of an express trust.

**Section 8.4** **City Remedies.** If an Event of Default shall have occurred and be continuing, the City shall have the right to bring a suit, action or proceeding in any court of competent jurisdiction to require the Corporation to perform its obligations under this Agreement.

**Section 8.5** **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to City or the Corporation is intended to be exclusive of any other remedy or remedies, and each

and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 8.6 Termination of Proceedings. In case any proceedings taken by Corporation or any Transferee on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to Corporation, then in every such case City and Corporation, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of City and Corporation shall continue as though no such proceedings had been taken.

Section 8.7 No Waiver of Default. No delay or omission of the City or the Corporation to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, and every power and remedy given by this Agreement to the City or the Corporation may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE IX** **GENERAL PROVISIONS**

Section 9.1 Notices. Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to the City:

City of Hutto, Texas  
Attention: Odis Jones, City Manager  
401 W. Front St.  
Hutto, Texas 78634  
E-mail: [odis.jones@huttotx.gov](mailto:odis.jones@huttotx.gov)

If to the Corporation:

Cottonwood Development Corporation  
Attention: Chair  
401 W. Front St.  
Hutto, Texas 78634  
E-mail: [odis.jones@huttotx.gov](mailto:odis.jones@huttotx.gov)

With a copy to:

McGinnis Lochridge, LLP  
Attention: William H. Bingham  
600 Congress, Suite 2100

Austin, Texas 78701  
E-Mail: [bbingham@mcginnislaw.com](mailto:bbingham@mcginnislaw.com)

With a copy to: Greenberg Traurig, LLP  
Attention: Karen Kennard  
300 West 6<sup>th</sup> Street, Suite 2050  
Austin, Texas 78701  
E-Mail: [kennardk@gtlaw.com](mailto:kennardk@gtlaw.com)

If to the Trustee: UMB Bank, N.A.  
Attention: Jose Gaytan  
6034 W. Courtyard Drive  
Austin, Texas 78730  
E-Mail: [Jose.Gaytan@umb.com](mailto:Jose.Gaytan@umb.com)

With a copy to: Bracewell LLP  
Attention: Carey Troell  
300 Convent Street  
Suite 2700  
San Antonio, Texas  
78205-3723  
E-Mail: [carey.troell@bracewell.com](mailto:carey.troell@bracewell.com)

Section 9.2 Administration of District. Pursuant to a separate agreement, the Corporation may contract with a third party to serve as the Administrator and to administer the District after the date hereof. The Administrative Expenses shall be collected as part of and in the same manner as the Grant Payments and the Assessments in the amounts set forth in the Service and Assessment Plan.

Section 9.3 Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to the Corporation, its Transferees, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to “Exhibits” are to the designated Exhibits to this Agreement.

(g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”

(i) Unless the context otherwise requires, a reference to the “Assessed Parcels,” the “Public Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”

(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such Party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting Party shall not apply in the interpretation of this Agreement.

Section 9.4 Titles and Headings. The titles of the Articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.5 Amendments. This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties. Approval of amendments on behalf of the City have been delegated to and may be made by the City Manager.

Section 9.6 Time. 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 9.7 Counterparts. 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 9.8 Entire Agreement. This Agreement contains the entire agreement of the Parties.

Section 9.9 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, 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 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 9.10 Third Party Beneficiary. Any Transferee of the Corporation is a third-party beneficiary of this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if such Transferee was a party hereto.

Section 9.11 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

[EXECUTION PAGES FOLLOW]

IN TESTIMONY OF WHICH this Agreement has been executed on behalf of the Corporation and the City.

**CITY OF HUTTO, TEXAS**

---

City Manager

ATTEST/SEAL:

---

City Secretary

**COTTONWOOD DEVELOPMENT  
CORPORATION**

---

Chair, Board of Directors

ATTEST:

---

Secretary, Board of Directors

**EXHIBIT A**

**GRANT PAYMENT SCHEDULE**

| Pledged Revenues:                                                                                                                                                                                                                                                                                                                                                                                                                     | Frequency |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| (1) Within the Reinvestment Zone, 75% of the City's incremental ad valorem tax revenue;                                                                                                                                                                                                                                                                                                                                               | Monthly   |
| (2) Within the Reinvestment Zone and within land not subject to an agreement with the Emergency Services District (the "ESD Agreement"), 75% of the 1.00% City General Sales tax and 75% of the 0.50% EDC Tax (remaining after payment of debt service on a series of bonds to which the economic development sales tax is pledged) for a total pledge of 1.125% of the incremental sales tax generated within the Reinvestment Zone; | Monthly   |
| (3) Within the Reinvestment Zone and within land subject to the ESD Agreement, no less than 1.125% of the incremental ESD Sales Tax. The City currently receives 1.20% of the ESD Sales Tax however the ESD Agreement is anticipated to be revised within the Reinvestment Zone;                                                                                                                                                      | Monthly   |
| (4) Within the Reinvestment Zone, 100% of the City's Hotel Occupancy Tax revenues; and                                                                                                                                                                                                                                                                                                                                                | Monthly   |
| (5) Within the Reinvestment Zone, 100% of the Assessment revenues in the Assessment Fund.                                                                                                                                                                                                                                                                                                                                             | Monthly   |

**EXHIBIT B**

**LOAN AGREEMENT**

Pursuant to the Trust Agreement, dated as of December \_\_, 2019, the rights of the Arizona Industrial Development Authority under this Loan Agreement, other than the Unassigned Rights of the Authority (as defined herein), have been assigned to UMB Bank, N.A., as trustee under said Trust Agreement.

---

**LOAN AGREEMENT**

**by and between**

**ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY**

**and**

**COTTONWOOD DEVELOPMENT CORPORATION,**

**Dated as of December \_\_, 2019**

**Relating to:  
Arizona Industrial Development Authority  
Taxable Revenue Bonds,  
Series 2019  
(Hutto Perfect Game Development Project)**

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**LOAN AGREEMENT**  
(Hutto Perfect Game Development Project)

This **LOAN AGREEMENT** (the “Loan Agreement” or “Agreement”), dated as of December \_\_, 2019, is between the **ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY**, a nonprofit corporation designated a political subdivision of the State of Arizona, incorporated with the approval of the Arizona Finance Authority, pursuant to the provisions of the Constitution and the laws of the State of Arizona, including the Industrial Development Financing Act, Title 35, Chapter 5, Section 35-701 et seq., as amended, together with its successors and assigns (herein called the “Authority”), and **COTTONWOOD DEVELOPMENT CORPORATION**, a public nonprofit corporation created by and acting on behalf of the City of Hutto, Texas (the “Corporation”) pursuant to Chapter 431, Texas Transportation Code, as amended.

**BACKGROUND**

In order to promote economic development within its boundaries, the City of Hutto, Texas, a municipal corporation of the State of Texas and a home rule city (the “City”), has entered into a development agreement, dated as of September 20, 2019 (the “Master Development Agreement”) with Legacy Hutto, LLC, a Missouri limited liability company (the “Master Developer”) pursuant to which the parties have agreed to develop a mixed-use development consisting of various uses such as office, convention center, commercial, retail, residential, public athletic fields, recreational and entertainment uses, hotel and wave pools and other complementary uses on approximately 250 acres of land (the “Development Project”). The approximately 250 acres on which the Development Project will ultimately situated is hereinafter referred to as the “Development Area”.

A majority of the Development Project is expected to be built on a portion of approximately 255 acres of land either owned or to be acquired by the Corporation (the “Land”) and certain other adjacent land necessary for the Development Project that the Corporation anticipates acquiring, all of which is expected to be located within the City or to be annexed into the City.

To further promote economic development in the Development Area, the City has entered into a multi-party development agreement dated as of October 1, 2019 (the “Multi-Party Development Agreement”), by and among the City, the Master Developer, Perfect Game Incorporated, an Iowa corporation, and Sports Facilities Development, LLC, a Florida limited liability company, pursuant to which the parties have agreed to develop, operate and maintain certain aspects the Development Project.

To assist the City with the development of the Development Project, the City and the Corporation have entered into an Interlocal Agreement to be dated as of November \_\_, 2019 (the “Interlocal Agreement”), to authorize the Corporation to enter into this Agreement to finance (i) the costs of acquiring the Land and certain public improvements related to the Development Project and (ii) the payment of certain pre-development costs for the Development Project.

The City has agreed to create and has commenced the process to create the public improvement district (“PID”) under Chapter 372 of the Texas Local Government Code (the “District”), to impose PID special assessments within the District and Reinvestment Zone Number

Two, City of Hutto, Texas, a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code (the “Reinvestment Zone”), to facilitate the development of the Development Project, and to make grant payments to the Corporation from PID special assessments generated within the District, incremental property tax revenue generated within the Reinvestment Zone, and incremental hotel occupancy and sales taxes generated within the Development Area pursuant to the Interlocal Agreement (collectively, the “Pledged Revenues”).

The Authority is authorized under the Industrial Development Financing Act, Title 35, Chapter 5, Section 35-701 et seq., as amended (the “Act”) to issue bonds to provide financing or refinancing for projects located in whole or in part outside of the State of Arizona, including projects consisting of facilities owned or operated by a non-profit organization. The Land and public improvements to be owned by the Corporation constitutes a project for purposes of the Act.

The Act authorizes the Authority to make secured or unsecured loans for the purpose of financing or refinancing the acquisition, construction, improvement, equipping or operating of a project and to pledge the proceeds of loan agreements as security for the payment of the principal and interest of any bonds issued by the Authority, and any agreements made in connection with the loan.

The Corporation has applied to the Authority to issue bonds on the Corporation’s behalf and to make a loan to the Corporation to finance certain of the costs of the acquisition of the Land, pre-development costs associated with the Development and other costs required in connection therewith, and the Authority has accepted such application.

In order to provide a portion of the funds to so finance such costs, the Authority has agreed to issue its Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the “Bonds”), in the aggregate principal amount of \$\_\_\_\_\_, the net proceeds of which shall be used to (1) finance a loan to the Corporation which will use the funds for the acquisition of the Land, to pay for certain public improvements and certain pre-development costs for the Development Project; (2) fund the Capitalized Interest Account, (3) fund the Surplus Fund and (4) pay the Costs of Issuance of the Bonds (collectively, the “Project”).

The Authority will loan the proceeds of the Bonds to the Corporation pursuant to this Loan Agreement, pursuant to which, among other things, the Corporation has agreed to secure its obligations under the Loan Agreement by executing the Deed of Trust, which will be a first lien on the Land, and pledging its right to receive the Pledged Revenues. Pursuant to the Loan Agreement, the Corporation will execute a Note (the “Note”) and will make payments from Pledged Revenues to the Trustee (as defined herein), as assignee of the Authority, in amounts sufficient to pay the principal of and interest on the Bonds (the “Note Payments”). To secure its obligations under this Loan Agreement and the Note, the Corporation will pledge, and grant a security interest in, the Pledged Revenues and execute and deliver a Deed of Trust (as defined in the Trust Agreement) creating a first lien on the Land.

All acts, conditions and things required by law to exist, to have happened and to have been performed by the Authority and the Corporation precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and

due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.1 Definitions.** The capitalized terms used in this Agreement shall have the meanings: (i) set forth in the recitals hereof, (ii) set forth in the Trust Agreement, or (iii) as set forth in this Section 1.1, unless the context otherwise requires:

“**Act**” shall have the meaning ascribed for such term in the opening paragraph hereof.

“**Annual Administrative Fee**” means an annual fee calculated in the amount of 9.75 basis points (.0975%) of the outstanding aggregate principal amount of Bonds as of each January 1, with a minimum of \$3,000, to be paid to the Authority without demand in advance on each January 1, commencing January 1, 2021, for the annual administrative expenses of the Authority, and continuing while any portion of the Bonds remain Outstanding. The prorated portion of the Annual Administrative Fee due for calendar year 2019 and the Annual Administrative Fee for calendar year 2020 (due on January 1, 2020) payable on the Closing Date.

“**Authority Indemnified Person**” means the Authority, its past, present, and future directors, members, officers, counsel, advisors, employees, agents, contractors, and consultants, the Arizona Finance Authority, its past, present, and future directors, members, officers, counsel, advisors, employees, agents, contractors, consultants and executive directors, individually and collectively, and the State.

“**Closing**” shall mean the delivery of the Note to the Authority.

“**Closing Date**” shall mean the date of the Closing.

“**Closing Fee**” means the closing fee of the Authority in an amount equal to 2 basis point (.0200%) on the original principal amount of the Bonds payable on the Closing Date.

“**Continuing Disclosure Agreement**” shall mean the Continuing Disclosure Agreement of the Corporation, dated as of December \_\_, 2019, relating to the Bonds.

“**City**” shall mean the City of Hutto, Texas.

“**Corporation Act**” shall mean Chapter 431, Texas Transportation Code, as amended.

“**Corporation Documents**” shall mean, collectively, this Agreement, the Note, the Interlocal Agreement and the Resolution.

“**Interlocal Agreement**” shall mean the Interlocal Agreement, dated as of November \_\_, 2019, by and between the City and the Corporation.

**“Late Fee”** means ten percent (10%) of any payment due to the Authority that is received by the Authority later than 15 calendar days following the date it is due.

**“Loan Agreement Event of Default”** shall mean the occurrence of any of the following, which is not cured by the Corporation within thirty (30) days following written notice by the Authority of such Loan Agreement Event of Default (except for clause (a) below which shall have no cure period):

- (a) the failure of the Corporation to make any of the Note Payments when due and in the amounts provided herein; or
- (b) the failure of the Corporation to comply with any other covenant, condition, or agreement under this Agreement or other agreements or obligations entered into by the Corporation for the borrowing of funds; or
- (c) the bankruptcy, insolvency, appointment of a receiver for the Corporation.

**“Loan”** shall mean the loan of the proceeds of the Bonds from the Authority to the Corporation made pursuant to this Agreement.

**“Loan Documents”** shall mean, collectively, this Agreement and the Note.

**“Maximum Interest Rate”** shall mean the lesser of (a) the maximum rate of interest allowed under Chapter 1204, Texas Government Code, as amended, or other applicable law in effect and (b) the maximum coupon rate set forth in the Authority’s resolution authorizing the issuance of the Bonds and the making of the Loan.

**“Note”** shall mean the promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended, or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Corporation in replacement thereof.

**“Note Payments”** shall mean the payments required by Section 2.4 to be made by the Corporation.

**“Resolution”** shall mean the resolution of the Board of Directors of the Corporation authorizing borrowing the proceeds of the Bonds, the execution and delivery of this Agreement and the Note and the pledge of the Pledged Revenues to the payment of the principal of and interest on the Note, and any amendments or supplements thereto.

**“State”** shall mean the State of Arizona.

**“Trust Agreement”** shall mean the Trust Agreement, dated as of December \_\_, 2019 by and between the Authority and UMB Bank, N.A., as trustee, relating to the issuance of the Bonds.

**“Trustee”** shall mean UMB Bank, N.A. and its successors and assigns.



**Section 1.2 Interpretive Matters.**

- (a) Whenever the context requires:
  - (i) references in this Agreement of the singular number shall include the plural and vice versa; and
  - (ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.
- (b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.
- (c) Capitalized terms used but not defined in this Loan Agreement shall have the meanings assigned to them in the Trust Agreement.

**ARTICLE II**

**THE LOAN; REPAYMENT OF THE LOAN;  
PAYMENT OF ANNUAL ADMINISTRATIVE FEE**

**Section 2.1 The Loan.** Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.2, and for and in consideration of the payment by the Corporation of its obligations under this Agreement and the Note and the covenants and agreements herein contained, the Authority will loan to, for the sole use and benefit of, the Corporation the proceeds of the Bonds to be used for the payment by the Corporation of the costs of the Project.

**Section 2.2 Conditions to Closing.** The obligation of the Authority to loan the proceeds of the Bonds to the Corporation as described in Section 2.1 hereof shall be subject to the following conditions:

- (a) The representations of the Corporation herein shall be true, complete, and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;
- (b) At the time of Closing, the Corporation Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Authority;
- (c) At or prior to the Closing, the Authority shall have received each of the following documents:
  - (i) The Note executed by the authorized officers of the Corporation;

(ii) This Loan Agreement executed by the authorized officers of the Corporation, with such changes or amendments as may have been approved by the Authority and the Corporation;

(iii) Certified copies of the Resolution of the Corporation authorizing execution, delivery, and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing, and other certificates or documents as the Authority may reasonably require to evidence the Corporation's authority to enter into the Loan Documents;

(iv) An opinion of counsel for the Corporation, addressed to the Authority, to the effect that the Loan Documents and Corporation Documents have been duly authorized, executed and delivered by the Corporation and are legal, valid and binding agreements of the Corporation enforceable against the Corporation in accordance with their terms;

(v) True copies of all organization documents of the Corporation, including all amendments or supplements thereto;

(vi) The Underwriter shall have received a fully executed copy of the Continuing Disclosure Agreement;

(vii) The Closing Fee.

### **Section 2.3 Note Terms.**

(a) The Corporation agrees to execute and deliver the Note to the Authority on the Closing Date.

(b) The Note shall be dated as of the Closing Date, shall be in an aggregate principal amount equal to the principal amount of the Bonds, and shall be payable in installments on the dates and in the amounts specified in the Note.

(c) Interest on the Note shall bear interest at the interest rate borne on the Bonds (calculated on the per annum basis of a 360-day year consisting of twelve 30-day months).

In no event shall the interest rate on the Note exceed the Maximum Interest Rate.

**Section 2.4 Note Payments.** On April 15 and October 15 of each year, commencing on April 15, 2020, the Corporation shall pay to the Trustee, for deposit into the Revenue Fund, all Pledged Revenues received from the City under the Interlocal Agreement. The Note Payments do not and will never give rise to a charge against the general credit or taxing power of the Corporation or the City and are payable solely from Pledged Revenues.

**Section 2.5 Note Payments Due on Business Days.** If the regularly scheduled due date for a Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

**Section 2.6 Optional Prepayment of Note.** The Corporation shall have the right to prepay the Note in whole or in part in the same manner as the optional redemption of the Bonds pursuant to Section 2.03(a) of the Trust Agreement.

**Section 2.7 Mandatory Prepayment of Note.** The Corporation shall prepay the Note in an amount and on such dates as required for the mandatory redemption of the Bonds pursuant to Section 2.03(b) of the Trust Agreement.

**Section 2.8 Pledge of Pledged Revenues.** Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, in accordance with the provisions of this Agreement and the Interlocal Agreement, the Corporation hereby pledges to the Authority, and grants thereto a lien on and a security interest in, all of the Pledged Revenues.

**Section 2.9 Assignment.** The Corporation hereby transfers, assigns and conveys to the Trustee, its successors and assigns, forever, all of the Corporation's right, title and interest in, to and under the Interlocal Agreement.

**Section 2.10 Deed of Trust.** To secure its obligations hereunder and under the Note, the Corporation shall execute and deliver to the Trustee the Deed of Trust (as defined in the Trust Agreement).

**Section 2.11 Payment of Annual Administrative Fee.** The Corporation shall pay to the Trustee, on January 1 of each year, commencing on January 1, 2021, the Annual Administrative Fee. Upon receipt of the Annual Administrative Fee, the Trustee shall immediately pay to the Authority such fee. The initial Annual Administrative Fee (for the year in which the Bonds are issued) in a prorated amount and prepayment of the Annual Administrative Fee for the year 2020 is payable on the Closing Date of the Bonds. In the event the Corporation fails to pay the Annual Administrative Fee to the Authority by each January 15, commencing January 15, 2021, the Corporation shall be required to pay the Late Fee.

### ARTICLE III

#### SPECIAL AGREEMENTS

**Section 3.1 Obligations of Corporation Unconditional.**

(a) The obligation of the Corporation to make the payments required hereunder shall be a special limited obligation payable solely from the Pledged Revenues. The Corporation shall pay all such amounts without abatement, diminution, or deduction (whether for taxes or otherwise) regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment, or counterclaim that the Corporation may have or assert against the Authority or any other person. Notwithstanding the foregoing, the Corporation's obligation to make the payments required hereunder shall be a special limited obligation payable solely from the Pledged Revenues, and shall never be a charge against the general credit or taxing powers of the Authority, Arizona Finance Authority, the State of Arizona, the City, the State of Texas, any political subdivision or agency of the States of Arizona or Texas, or any political subdivision approving the issuance of the Bonds.

- (b) Until such time as the Note is fully paid the Corporation:
- (i) will not suspend or discontinue, or permit the suspension or discontinuance of any Note Payment;
  - (ii) will perform and observe all of its other agreements contained in this Agreement;
  - (iii) except by full payment and retirement of the Note will not terminate this Agreement for any cause other than default by the Authority;
  - (iv) will not pledge, bargain, sell, convey, or place or allow any lien to be placed on the Pledged Revenues, other than the lien described in Section 2.8 hereof;
  - (v) will not pledge, bargain, sell, convey or place or allow any lien to be placed on the Land that is senior to or on parity with the lien created by the Deed of Trust as described in Section 2.10 hereof; and
  - (vi) will not pledge, bargain, sell, convey or place or allow any lien to be placed on any revenue granted by the City to the Corporation under the Interlocal Agreement.

**Section 3.2 Agreement as Security Agreement.** (a) An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law with the Trustee as the secured party. The lien, pledge, and security interest of the Authority created in this Agreement shall become effective immediately upon the Closing, and the same shall be continuously effective for so long as the Note is outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

(c) Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Note and the pledge of the Pledged Revenues granted by the Corporation under Section 2.8 of this Agreement, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the Pledged Revenues granted by the Corporation hereunder is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Authority the perfection of the security interest in said pledge, the Corporation agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

**Section 3.3 Financial Statements and Reports.** For so long as any amounts remain outstanding under the Note, the Corporation agrees to comply with the requirements of the Continuing Disclosure Agreement.

**Section 3.4 Existence.** While this Agreement is in effect, the Corporation shall maintain its governmental existence and qualification to do business in the State of Texas, and may not liquidate, dissolve, or voluntarily suspend business.

**Section 3.5 Requisitions from Project Fund.** The Corporation shall submit a requisition to the Trustee, in the form attached hereto as Exhibit C, for disbursement from the Project Fund. The Corporation shall only requisition funds on deposit in the Project Fund to pay or refinance the cost to acquire the Land, pay the cost of certain public improvements, pay certain pre-development costs of the Development Project and the Costs of Issuance. Requisitions from the Project Fund for costs other than Land shall not exceed [\$\_\_\_\_\_] unless all of the Land has been purchased and is subject to the Deed of Trust, except for any land released from the Deed of Trust pursuant to Section 3.6 hereof. In the event that the Corporation submits a requisition to the Trustee to acquire a portion of the Land with funds on deposit in the Project Fund, the Corporation shall certify in such requisition that attached to such requisition is a copy of each of the following:

(a) A Deed of Trust, Security Agreement and Financing Statement, to be dated the date of acquisition of a portion of the Land, from the Corporation for the benefit of the Trustee, encumbering the applicable portion of the Land.

(b) A pro forma mortgagee title insurance policy issued by a reputable title company to the Trustee, dated effective as of the date of recording of such Deed of Trust, insuring the lien of the Deed of Trust in an amount equal to the initial face amount of the cost to acquire such Land.

(c) An ALTA/ACSM Land Title Survey of the applicable portion of the Land by a reputable surveyor.

The Trustee may conclusively rely upon such requisition and any certifications of the Corporation therein and shall have no obligation to review any attachments to such requisition or determine the sufficiency of any such requisition or its attachments.

**Section 3.6 Corporation Right to Release Land from Deed of Trust.** Notwithstanding anything to the contrary set forth in this Loan Agreement, including Section 3.1(b)(v) hereof, the Corporation shall have the right to request the Trustee, in writing, to release all or a portion of the Land from the lien of the Deed of Trust, so long as the Corporation (i) effects a refunding of all of the Bonds pursuant to Section 2.03(a)(i) of the Trust Agreement or (ii) effects a partial refunding of the Bonds pursuant to Section 2.03(a)(ii) of the Trust Agreement. In the event the Corporation submits such written request to the Trustee and provides the Trustee funds sufficient to redeem all or a portion of the Bonds pursuant to either Section 2.03(a)(i) of the Trust Agreement or Section 2.03(a)(ii) of the Trust Agreement, the Trustee shall release all or that portion of the Land requested to be released from the lien of the Deed of Trust.

## ARTICLE IV

### REPRESENTATIONS

**Section 4.1 Representations of Authority.** The Authority represents to the Corporation the following:

(a) The Authority has all necessary power and authority to enter into and perform under this Agreement.

(b) The Authority has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery, and performance by the Authority of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree, or order or any agreement or other instrument by which the Authority is bound.

**Section 4.2 Representations by the Corporation.** To the knowledge of the undersigned officers of the Corporation, the Corporation represents, warrants, and covenants to the Authority as follows:

(a) The Corporation is a nonprofit governmental corporation created by the City under the Corporation Act; has all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas, except as otherwise provided in the Corporation Act; and is authorized by the Corporation Act to borrow money and to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder with the approval of the City.

(b) The Corporation has all requisite power, authority, and legal right to execute and deliver the Loan Documents and all other instruments and documents to be executed and delivered by the Corporation pursuant thereto and to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All action on the part of the Corporation which is required for the execution, delivery, performance, and observance by the Corporation of the Loan Documents has been duly authorized and effectively taken, and such execution, delivery, performance, and observation by the Corporation do not contravene applicable law or any contractual restriction binding on or affecting the Corporation.

(c) By resolution the Corporation has duly approved the borrowing of funds from the Authority, and such resolution has not been repealed, rescinded, or revoked; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Corporation of its obligations under any of the Loan Documents.

(d) This Agreement and the Note are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms.

(e) There is no default of the Corporation in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred



which does or could affect the validity and enforceability of the Loan Documents or the ability of the Corporation to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or threatened action or proceeding before any court, governmental agency, department, or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement and the Note or the collection of any of the Corporation's Pledged Revenues to pay the Note, (ii) in any way contesting or affecting the authority for the execution and delivery or the validity of the Loan Documents, or (iii) in any way contesting the levy of the Pledged Revenues or the existence of the Corporation or the title or powers of the officers of the Corporation.

(g) In connection with the authorization, execution, and delivery of this Agreement and the Note, the Corporation has complied with all provisions of the laws of the State of Texas.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Corporation is a party or by which it is bound.

(i) The Corporation has, by proper action, duly authorized the execution and delivery of this Agreement.

(j) The Corporation is not in default under or in violation of the Constitution or any of the laws of the State of Texas relevant to the issuance of the Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Note and the execution and delivery of this Agreement. The Corporation agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Note.

(k) This Agreement, the other Corporation Documents, and all other documents to which the Corporation is a party and contemplated hereby or thereby have been duly authorized, executed and delivered by the Corporation and, when assigned to the Trustee pursuant to the Trust Agreement, constitute the legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, including by the Trustee for the benefit of the owners, and the Unassigned Rights constitute the legal, valid and binding agreements of the Corporation enforceable against the Corporation (1) by the Authority in its own right or (2) in the case of the rights of any Authority Indemnified Person, including, without limitation, the right of any Authority Indemnified Person to indemnification and immunity from liability by such Authority Indemnified Person in his, her or its own right, in accordance with their terms.

(l) No written information, exhibit or report furnished to the Authority by the Corporation in its application for financing or by the Corporation or its representatives in connection with the negotiation of this Agreement or any other document relating to the Bonds, regardless of whether the Authority is a party thereto (including any financial statements, whether audited or unaudited, and any other financial information provided in connection therewith) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under

which they were made, not misleading; provided, that the representation in this subsection is made only to the Authority and may not be relied upon by any other Person.

(m) The Corporation's representations and warranties (i) are made as of the date of this Agreement and as of the date of the delivery of the Bonds to the initial purchasers, (ii) survive the issuance of the Bonds, and (iii) remain operative and in full force and effect regardless of the issuance of the Bonds, and regardless of any investigations by or on behalf of the Authority or the results thereof.

(n) The Corporation makes no representations as to any Hazardous Substances in, on or around the Land.

**Section 4.3 Permits or Licenses.** In the event that it may be necessary for the proper performance of this Agreement on the part of the Corporation that any application or applications for any permit or license to do or to perform certain things be made to any governmental or other agency by the Corporation, the Corporation shall execute such application or applications and shall otherwise comply with regulatory requirements, as applicable.

## **ARTICLE V**

### **REMEDIES**

#### **Section 5.1 Remedies Available.**

(a) Upon the occurrence of any Loan Agreement Event of Default and at any time thereafter for so long as the Loan Agreement Event of Default has not been cured, the Trustee may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Corporation under this Agreement.

(b) Upon the occurrence of any Loan Agreement Event of Default and at any time thereafter for so long as the Loan Agreement Event of Default has not been cured, the Trustee may proceed against the Corporation for the purposes of protecting and enforcing the rights under this Agreement and the Interlocal Agreement, by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby enjoin any action or thing that may be unlawful or in violation of any right of the Trustee hereunder or any combination of such remedies.

(c) In addition to the remedies provided in subsection (a) of this Section, the Trustee and the Authority shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Trustee and the Authority in the proceedings authorized under subsection (a) of this Section.

(d) If the Trustee is not enforcing the Authority's rights in a manner to protect the Authority or is otherwise taking action that brings adverse consequences to the Authority, then the Authority may, without the consent of the Trustee, take whatever action at law or in equity may appear necessary or appropriate to enforce the Authority's Unassigned Rights and to collect all sums then due and thereafter to become due to the Authority under this Loan Agreement.

**Section 5.2    Application of Money Collected.** Any money collected as a result of the taking of remedial action pursuant to this Article V, including money collected as a result of foreclosing the liens of this Agreement, shall be applied by the Trustee in accordance with Section 8.04 of the Trust Agreement.

**Section 5.3    Restoration of Rights.** If any action taken as a result of a Loan Agreement Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Authority, or if a Loan Agreement Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Loan Agreement Event of Default had not occurred; provided, that the foregoing shall not operate to extinguish any rights that accrue to the Authority either as a result of such action or during the pendency thereof.

**Section 5.4    Non-Exclusive Remedies.** No remedy conferred upon or reserved to the Authority by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

**Section 5.5    Delays.** No delay or omission to exercise any right or power accruing upon any Loan Agreement Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

**Section 5.6    Limitation on Waivers.** If a Loan Agreement Event of Default is waived, such waiver shall be limited to the particular Loan Agreement Event of Default so waived and shall not be deemed a waiver of any other Loan Agreement Event of Default; provided, that no waiver of a Loan Agreement Event of Default shall be effective unless such waiver is made in writing.

## **ARTICLE VI**

### **DISCHARGE**

When the Note has been paid in full or when the Corporation has made payment to the Authority of the whole amount due or to become due under the Note (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), all Administrative Costs and Extraordinary Cost, and all other amounts payable by the Corporation under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Authority, upon receipt of a written request by the Corporation and the payment by the Corporation of all expenses with respect thereto, shall discharge and release the lien of this Agreement and execute and deliver to the Corporation such releases or other instruments as shall be requisite to release the lien hereof. In such event, the Authority, subject to Section 8.13, shall execute and deliver to the Corporation all such instruments as may be necessary or desirable to evidence such discharge and satisfaction.

## ARTICLE VII

### MODIFICATION OF DOCUMENTS

**Section 7.1 Amendments Require Consent.** The Corporation may not amend, or agree or consent to amendment of, the Corporation Documents without the prior written consent of the Authority and the Trustee. The Authority may not amend, or agree or consent to amendment of, the Loan Documents without the prior written consent of the Corporation.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1 Term of Agreement.** This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Corporation under this Agreement and the Note, and all Administrative Costs and Extraordinary Costs have been fully paid.

**Section 8.2 Notices.**

(a) All notices, certificates, or other communications required by or made pursuant to this Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as set forth in the Trust Agreement.

(b) The Corporation and the Authority may designate any further or different addresses to which subsequent notices shall be sent.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

**Section 8.3 Binding Effect, Assignment.** This Agreement shall (i) be binding upon the Corporation, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Authority and its successors, transferees and assigns; provided that the Corporation may not assign all or any part of this Agreement without the prior written consent of the Authority. The Note is not negotiable and not registered. The Authority may assign, transfer, or grant participations in all or any portion of this Agreement, the Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Corporation's obligations under this Agreement; provided that any such assignment, transfer, or grant shall be made only to a financial institution whose primary business is the lending of money and the Authority shall give written notice to the Corporation of such assignment, transfer or grant prior to such assignment, transfer or grant becoming effective.

**Section 8.4 Entire Agreement.** The Corporation Documents contain the entire agreement between the parties, and there are no other representations, endorsements, promises,

agreements, or understandings, oral or written, express or implied, between the Corporation and the Authority.

**Section 8.5 Severability.** If any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

**Section 8.6 Survival of Provisions.** The provisions of this Agreement and the Trust Agreement and any other document in connection with the issuance of the Bonds to which the Authority is a party concerning (i) the interpretation of this Agreement; (ii) governing law, jurisdiction and venue; (iii) the Authority's right to rely on written representations of others contained herein or in any other document or instrument entered into or issued in connection with the Bonds, regardless of whether the Authority is a party thereto; (iv) the immunity, right to indemnification and lack of pecuniary liability of the Authority and the Authority Indemnified Persons; and (v) any other provision of this Agreement not described or enumerated above that expressly provides for its survival, shall survive and remain in full force and effect notwithstanding the payment or redemption in full, or defeasance of the Bonds, the discharge of the Trust Agreement, and the termination or expiration of this Agreement.

**Section 8.7 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

**Section 8.8 Governing Law and Venue.** This Loan Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State, without reference to any choice of law principles, except as such laws may be preempted by any federal rules, regulations and laws. The parties hereto expressly acknowledge and agree that any action to interpret or enforce the terms of this Loan Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona, in and for the County of Maricopa, the United States District Court in and for the District of Arizona, or any United States Bankruptcy Court in any case involving or having jurisdiction over the Corporation.

**Section 8.9 Waiver of Personal Liability.** No Authority Indemnified Person or any officer or member of the Corporation shall be individually or personally liable for the payment of any principal of, premium, if any, or interest on the Bonds or any costs incidental thereto or any amount under this Agreement or the Trust Agreement or be subject to personal liability or accountability by reason of the execution and delivery of this Agreement or the Trust Agreement. No Authority Indemnified Person (including any Authority Indemnified Person who executes any certificate in connection with the Note or the Bonds that restates or certifies as to the truth and accuracy thereof) or any officer or member of the Corporation shall be individually liable for the breach of any representation, warranty or agreement contained herein.

**Section 8.10 Non-Liability of the Authority.** The Authority shall not be obligated to pay the principal of, premium, if any, or interest on the Bonds or any costs incidental thereto, except from the Pledged Revenues. Neither the faith and credit nor the taxing power of the State of Arizona or any other political subdivision or agency thereof or any political subdivision approving the issuance of the Bonds, nor the faith and credit of the Authority, is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or any costs incidental

thereto. The Authority has no taxing power. The Authority shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement, the Bonds or the Trust Agreement, except only to the extent amounts are received for the payment thereof from the Corporation under this Agreement.

The Corporation hereby acknowledges that the Authority's sole source of moneys to repay the Bonds is the Pledged Revenues, and hereby agrees that if the payments to be made under this Agreement shall ever prove insufficient to pay all principal, premium, if any, and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Corporation shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal, premium, if any, or interest when due, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Authority, the Corporation or any third party, subject to any right of reimbursement from the Trustee, the Authority or any such third party, as the case may be, therefor. Notwithstanding the foregoing, the Corporation's obligation to make the payments required hereunder shall be a special limited obligation payable solely from the Pledged Revenues, and shall never be a charge against the general credit or taxing powers, if any, of the Authority, Authority Indemnified Persons, the State of Arizona, the City, the State of Texas, any political subdivision or agency of the States of Arizona or Texas, or any political subdivision approving the issuance of the Bonds.

**Section 8.11 No Obligation to Enforce Assigned Rights.** Notwithstanding anything to the contrary in this Loan Agreement or the Trust Agreement, the Authority shall have no obligation to and instead the Trustee, in accordance with this Agreement or the Trust Agreement, shall have the right, without any direction from or action by the Authority, to take any and all steps, actions and proceedings, to enforce any or all rights of the Authority under this Agreement or the Trust Agreement (other than the Unassigned Rights), including, without limitation, the rights to enforce the remedies upon the occurrence and continuation of a Loan Agreement Event of Default and the obligations of the Corporation under the Agreement.

**Section 8.12 No Impairment of Rights.** Nothing herein shall be deemed or construed to limit, impair or affect in any way the Authority's (or any Authority Indemnified Person's) right to enforce the Unassigned Rights, regardless of whether there is then existing a Loan Agreement Event of Default (including, without limitation, a payment default), or any action based thereon or occasioned by a Loan Agreement Event of Default or alleged Loan Agreement Event of Default, and regardless of any waiver or forbearance granted by the Trustee or any holder in respect thereof. Any default or Loan Agreement Event of Default in respect of the Unassigned Rights may only be waived with the Authority's written consent.

**Section 8.13 Authority's Performance.** None of the provisions of this Agreement shall require the Authority to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the Pledged Revenues, or unless Authority shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Authority shall not be under any obligation hereunder to perform any administrative service with respect to the Bonds, the Development Project or the Project (including, without



limitation, record keeping and legal services), it being understood that such services shall be performed or provided by the Trustee or the Corporation. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions expressly contained in this Agreement, the Trust Agreement, and any and every Bond executed, authenticated and delivered under the Trust Agreement; provided, however, that the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof unless and until it shall have (i) been directed to do so in writing by the Corporation, the Trustee, or the holders having the authority to so direct; (ii) received from the Person requesting such action or execution assurance satisfactory to the Authority that the Authority's expenses incurred or to be incurred in connection with taking such action or executing such instrument have been or will be paid or reimbursed to the Authority; and (iii) if applicable, received in a timely manner the instrument or document to be executed, in form and substance satisfactory to the Authority.

In complying with any provision herein or in the Agreement, including but not limited to any provision requiring the Authority to "cause" another Person to take or omit any action, the Authority shall be entitled to rely conclusively (and without independent investigation or verification) (i) on the faithful performance by the Trustee or the Corporation, as the case may be, of their respective obligations hereunder and under the Loan Agreement and (ii) upon any written certification or opinion furnished to the Authority by the Trustee or the Corporation, as the case may be. In acting, or in refraining from acting, under this Agreement, the Authority may conclusively rely on the advice of its counsel. The Authority shall not be required to take any action hereunder or under the Trust Agreement that it reasonably believes to be unlawful or in contravention hereof or thereof.

**Section 8.14 Liability of the Authority.** The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions under or by reason of or in connection with the Corporation Documents, except as set forth therein.

**Section 8.15 Notice of A.R.S. Section 38-511 – Cancellation of Contracts.** Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts of the nature of this Loan Agreement under the law of the State.

**Section 8.16 Third Party Beneficiaries.** Notwithstanding any provision hereof to the contrary, it is specifically acknowledged and agreed that, to the extent of their rights hereunder (including their rights to immunity, indemnification and exculpation from pecuniary liability), the Authority Indemnified Persons and each of them, is a third-party beneficiary of this Loan Agreement entitled to enforce such rights in his, her, its or their own name or names.

## ARTICLE IX

### LIMITATIONS ON LIABILITY; EXPENSES; INDEMNIFICATION

**Section 9.1 Limited Obligation of Authority.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Corporation for the benefit of the Owners, and their respective successors and assigns, subject to the limitation that any obligations of the Authority created by or arising out of this Loan Agreement shall be special limited

obligations of the Authority, payable solely from the Revenues arising from the pledge and assignment of the Loan Payments and, to the extent provided in the Trust Agreement, from the Funds and Accounts under the Trust Agreement, and shall never constitute the debt or indebtedness of the Authority, the Arizona Finance Authority, the State, or any political subdivision of the State within the meaning of any provision or limitation of the constitution or statutes of the State and shall not constitute nor (except for its fraud or intentional misrepresentation) give rise to a pecuniary liability of the Authority, the Arizona Finance Authority, the State or any political subdivision of the State or a charge against the general credit or taxing powers, if any, of such entities. The Authority has no taxing power.

**Section 9.2 Authority's Performance.** The Authority shall have no liability or obligation with respect to the payment of the purchase price of the Bonds. None of the provisions of this Loan Agreement shall require the Authority to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the Revenues pledged under the Trust Agreement, or the Authority shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Authority shall not be under any obligation hereunder to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or provided as arranged by the Trustee or the Corporation. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions expressly contained in this Loan Agreement, the Trust Agreement and in any and every Bond executed, authenticated and delivered under the Trust Agreement; provided, however, that (a) the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so in writing by the Corporation or the Trustee, (b) the Authority shall have received the instrument to be executed, and (c) any action or execution of any instrument requested of the Authority, including review by counsel, shall be at the Corporation's sole expense.

**Section 9.3 Pecuniary Liability of Authority.** No agreements or provisions contained herein, nor any agreement, covenant, or undertaking by the Authority in connection with the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the Authority or a charge against its general credit, or shall obligate the Authority financially in any way, except as may be payable from the Revenues pledged hereby for the payment of the Bonds and their application as provided in the Trust Agreement. No failure by the Authority to comply with any term, covenant or agreement contained in the Bonds, this Loan Agreement or the Trust Agreement, or in any document executed by the Authority in connection with the issuance, sale and delivery of the Bonds, shall subject the Authority to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent that the same can be paid or recovered from the Revenues pledged for the payment of the Bonds or other Revenues derived under this Loan Agreement. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Authority for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Authority, except as may be payable from the Revenues pledged in the Trust Agreement for the payment of the Bonds or other revenue derived under this Loan Agreement. No provision, covenant or agreement contained herein, or any obligations imposed upon the Authority, or the breach thereof, shall constitute an indebtedness of the Authority within the meaning of any State constitutional or statutory limitation or shall

constitute or give rise to a charge against its general credit. In making the agreements, provisions and covenants set forth in this Loan Agreement, the Authority has not obligated itself, except with respect to the application of the Revenues pledged in the Trust Agreement for the payment of the Bonds or other Revenues derived under this Loan Agreement or the Trust Agreement.

**Section 9.4 Immunity of Authority's Officers and Agents.** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the Authority contained in the Bond Documents or the Loan Documents or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise or agreement of the Authority contained in any agreement, instrument, or certificate executed in connection with the issuance and sale of the Bonds, against any Authority Indemnified Person, whether by virtue of any constitutional provision, statute or rule of the law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any Authority Indemnified Person, either directly or by reason of any of the obligations, covenants, promises or agreements entered into by the Authority with the Corporation or the Trustee to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each and every Authority Indemnified Person is, by the execution of the Bonds, this Loan Agreement and the other Authority Documents, and as a condition of, and as part of the consideration for, the execution of the Bonds, this Loan Agreement and the other Authority Documents is expressly waived and released.

**Section 9.5 Reliance by Authority on Corporation.** Anything in this Loan Agreement to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Authority may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Authority by the Corporation as to the existence of any fact or state of affairs required hereunder to be noticed by the Authority.

**Section 9.6 No Obligation to Enforce Assigned Rights.** Notwithstanding anything to the contrary in this Loan Agreement or the Trust Agreement, the Authority shall have no obligation to and instead the Trustee and/or the Owners, as the case may be, in accordance with this Loan Agreement or the Trust Agreement, shall have the right, without any direction from or action by the Authority, to take any and all steps, actions and proceedings, to enforce any or all rights of the Authority under this Loan Agreement and the Trust Agreement (other than the Unassigned Rights of the Authority), including the rights to enforce the remedies upon the occurrence and continuation of a Loan Agreement Event of Default and the obligations of the Corporation under this Loan Agreement.

**Section 9.7 No Warranty by Authority.** THE CORPORATION ACKNOWLEDGES AND AGREES THAT THE AUTHORITY HAS NOT HAD AND WILL NOT HAVE ANY INVOLVEMENT IN THE OPERATIONS OF THE DEVELOPMENT PROJECT AND THAT THE AUTHORITY HAS NOT MADE AND WILL NOT MAKE ANY INSPECTION OF THE LAND. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE LAND. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE LAND, THE AUTHORITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR

REPRESENTATIONS BY THE AUTHORITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LAND OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

**Section 9.8 Provision for Payment of Expenses.** The Authority shall not be obligated to execute any documents or take any other action under or pursuant to this Loan Agreement, the Trust Agreement or any other document in connection with the Bonds unless and until provision for the payment of the fees and expenses of the Authority shall have been made. Provision for the payment of such fees and expenses of the Authority shall be deemed to have been made upon arrangements reasonably satisfactory to the Authority for the provision of such fees and expenses being agreed upon by the Authority and the party requesting such execution.

**Section 9.9 Indemnification.**

(a) The Corporation shall, to the extent permitted by law, pay, defend, protect, indemnify and hold each of the Authority Indemnified Persons harmless for, from and against any and all liabilities directly or indirectly arising from or relating to this Loan Agreement, the Loan, the Trust Agreement, the Bonds, the Bond Documents, the Loan Documents, the Land or any document related to the issuance and sale of the Bonds, including the following:

(i) any injury to or death of any person or damage to property in or upon the Land or growing out of or connected with the use, non-use, condition, or occupancy of the Land or any part thereof;

(ii) any violation of any agreement, covenant or condition of any of the Corporation Documents;

(iii) any violation of any agreement, contract or restriction relating to the Land;

(iv) any violation of any law, ordinance, or regulation affecting the Land or any part thereof or the ownership, occupancy or use thereof;

(v) any liability growing out of or connected with the use, nonuse, condition or occupancy of the Land or any part thereof;

(vi) the issuance and sale of the Bonds;

(vii) any environmental condition of the Land; and

(viii) any statement, information or certificate furnished by the Corporation to the Authority or the Trustee that is materially misleading, untrue, incomplete, or incorrect in any respect;

(ix) any untrue statement or misleading statement or alleged untrue or misleading statement of a material fact contained in any preliminary or final official statement, limited offering memorandum or other offering document distributed or provided in connection with the offering and sale of the Bonds or arising out of or based

upon any omission or alleged omission from any such official statement, limited offering memorandum or other offering document of any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except insofar as such liabilities are caused by any such untrue or misleading statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information contained under the captions “THE AUTHORITY” or “NO LITIGATION –The Authority” (as it relates to the Authority) in such official statement, limited offering memorandum or other offering document;

(x) any breach, other than by the Authority, of any of the representations, warranties or agreements contained in this Loan Agreement; and

(xi) any liability arising out of or relating to the issuance and the initial offer and sale of the Bonds.

(b) Without limiting the provisions of subsection (a) of this Section, the Corporation shall also pay, defend, protect, indemnify, and hold each of the Authority Indemnified Persons harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to (i) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made to the Authority by or on behalf of the Corporation pertaining to the Bonds, and (ii) any Corporation fraud or misrepresentations or omissions contained in the proceedings of the Authority relating to the issuance of the Bonds that, if known to the original purchaser of the Bonds, could reasonably be considered a factor in such Person’s decision to purchase the Bonds.

(c) Subsections (a) and (b) of this Section are intended to provide indemnification to each Authority Indemnified Person for such Person’s active or passive negligence; provided, however, that nothing in said subsections shall be deemed to provide indemnification to any Indemnified Person with respect to any Liabilities arising from the successful allegation of fraud, gross negligence or willful misconduct of such party claiming indemnification.

(d) Any Authority Indemnified Person entitled to indemnification hereunder shall notify the Corporation of the existence of any claim, demand or other matter to which the indemnification obligation of the Corporation applies, and shall give the Corporation a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Indemnified Person, provided, however, that the Authority Indemnified Person shall at all times also have the right to fully participate in the defense. If the Authority Indemnified Person is advised in an Opinion of Counsel that there may be legal defenses available to it that are different from or in addition to those available to the Corporation or if the Corporation shall, after receiving notice of the indemnification obligation of the Corporation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Authority Indemnified Person, the Authority Indemnified Person shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of and at the risk of, the Corporation. The Corporation shall be responsible for the reasonable counsel fees, costs, and expenses of the Authority Indemnified Persons in conducting its defense.

*[Signature Pages Follow]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

**ARIZONA INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Assistant Secretary

**COTTONWOOD DEVELOPMENT  
CORPORATION**

By \_\_\_\_\_  
Chair

ATTEST:

By \_\_\_\_\_  
Secretary

**EXHIBIT A**  
**FORM OF NOTE**

Principal Amount  
\$ \_\_\_\_\_

December \_\_, 2019

**PROMISSORY NOTE**

**COTTONWOOD DEVELOPMENT CORPORATION** (the “Corporation”) for value received, hereby promises to pay to the order of the **ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY** its successor or assigns (the “Authority”) in lawful money of the United States of America, the principal sum of \_\_\_\_\_ 00/100 DOLLARS.

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the Loan Agreement dated December \_\_, 2019, between the Corporation and the Authority (such Loan Agreement, together with all amendments or supplements thereto, being the “Loan Agreement”).

In addition to the principal sum referred to in the first paragraph of this Note, the Corporation also agrees to pay interest on the outstanding principal balance at the interest rate borne on the Bonds (calculated on the per annum basis of a 360-day year consisting of twelve 30-day months).

Notwithstanding any other provisions of this Note, interest payable on this Note, together with any other costs, consideration, or payments in the nature of and constituting interest under applicable law (whether denominated as interest or as any other type of payment hereunder or thereunder, respectively) shall not exceed, and shall automatically be reduced to, the Maximum Interest Rate; and all such costs, consideration, and payments constituting interest shall be pro-rated, spread, and allocated, to the fullest extent permitted by law, to such periods and loan amounts as will cause the money so paid or received to conform to and comply with applicable law and the Maximum Interest Rate.

The principal of and interest on this Note are due and payable in the amounts and at the times as is sufficient to pay the principal of and interest on the Bonds.

This Note is authorized under the Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions, and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Note are payable from the Corporation’s Pledged Revenues, as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid, or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE CITY OF HUTTO, TEXAS, THE STATE OF TEXAS, THE STATE OF ARIZONA NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATES OF TEXAS OR ARIZONA SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OF HUTTO, TEXAS, THE STATE OF TEXAS, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATES OF TEXAS OR ARIZONA IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE PLEDGED REVENUES DESCRIBED ABOVE TO MAKE THE NOTE PAYMENTS.

Principal due on this Note may be voluntarily prepaid pursuant to the provisions of Section 2.6 of the Loan Agreement. Principal due on this Note shall be mandatorily prepaid in accordance with Section 2.7 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Authority is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note shall be governed in all respects by the laws of the State of Arizona as described in the Loan Agreement and of the United States of America.

**IN WITNESS WHEREOF**, this Note has been duly executed in accordance with law as of December \_\_, 2019.

**COTTONWOOD DEVELOPMENT  
CORPORATION**

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

ATTEST:

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

## ENDORSEMENT

Pay to the order of UMB Bank, N.A., without recourse, as Trustee under the Trust Agreement referred to in the Note to which this Endorsement is attached, as security for the Bonds issued under such Trust Agreement. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Note.

ARIZONA INDUSTRIAL DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Name: Victor Riches  
Title: President

**EXHIBIT C**

**BOND PURCHASE AGREEMENT**



§ \_\_\_\_\_  
**ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY**  
**TAXABLE REVENUE BONDS, SERIES 2019**  
**(HUTTO PERFECT GAME DEVELOPMENT PROJECT)**

**BOND PURCHASE AGREEMENT**

November \_\_, 2019

Arizona Industrial Development Authority  
Phoenix, Arizona

Cottonwood Development Corporation  
Hutto, Texas

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co., Denver, Colorado (the “**Underwriter**”), as underwriter of the Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the “**Bonds**”) in the aggregate principal amount of \$\_\_\_\_\_ to be issued by the Arizona Industrial Development Authority, a nonprofit corporation designated a political subdivision of the State of Arizona (the “**Authority**”), hereby offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the Authority and Cottonwood Development Corporation, a Texas non-profit local government corporation formed by the City of Hutto, Texas (the “**City**”), under Chapter 431, Texas Transportation Code, as amended (the “**Corporation**”) and upon acceptance by the Authority and the Corporation of this offer, this Purchase Agreement will be binding upon the Authority, the Corporation and the Underwriter. The Bonds will be issued by the Authority under and pursuant to the provisions of the Constitution and the laws of the State of Arizona, including the Industrial Development Financing Act, Title 35, Chapter 5, Section 35-701 *et seq.*, as amended (the “**Act**”), a resolution adopted by the Authority on November 20, 2019 (the “**Resolution**”) and a Trust Agreement dated as of November \_\_, 2019 (the “**Trust Agreement**”), between the Authority and, UMB Bank, N.A., a national banking association], as trustee (the “**Trustee**”). Except as otherwise defined herein, capitalized terms used herein shall have the same meanings as defined in the Trust Agreement and the Limited Offering Memorandum (defined herein).

This offer is made subject to acceptance thereof by the Authority and the Corporation prior to 6:00 P.M., prevailing time in Hutto, Texas, or such other time as may be agreed to by the parties hereto, on the date hereof, and, upon such acceptance, evidenced by the signature of a duly authorized officials of the Authority and of the Corporation in the space provided below, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Authority, the Corporation and the Underwriter.

The Bonds, the premium, if any, and the interest thereon are special, limited obligations of the Authority, payable exclusively from the Trust Estate. The Bonds do not constitute a debt or a loan of credit or a pledge of the full faith and credit or taxing power of the Authority, the Arizona Finance Authority, the Corporation, the State of Arizona, the City of Hutto (the “**City**”), the State of Texas (the “**State**”), or of any political subdivision thereof, within the meaning of any State of Arizona or State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Authority, the Arizona Finance Authority, the State of Arizona, the City, the State or of any political subdivision thereof. The Bonds shall not constitute, directly or indirectly, or contingently obligate or

otherwise constitute a general obligation of or a charge against the general credit of the Authority, but shall be special limited obligations of the Authority payable solely from the sources described in the Trust Agreement, but not otherwise. The Authority has no taxing power.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on the Bonds against any past, present, or future officer, director, counsel, advisor, agent, contractor, consultant or executive director of the Authority, or of any successor to the authority, as such, either directly or through the Authority or any successor to the Authority, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, counsel, advisors, agents, contractors, consultants or executive directors, as such, is expressly waived and released as a condition of and consideration for the execution and issuance of the Bonds.

The term **“Limited Offering Memorandum”** means the offering memorandum, including any addendum thereto, authorized by the Authority as the official sales document(s) to be used by the Underwriter to offer the Bonds to others. The term **“Preliminary Limited Offering Memorandum”** means the Preliminary Limited Offering Memorandum dated November \_\_, 2019.

The words **“Financing Documents,”** when used herein, shall mean, individually and collectively, the following documents: the Trust Agreement, the Loan Agreement, the Note, this Purchase Agreement, the Continuing Disclosure Agreement, the Deed of Trust, the Interlocal Agreement, the Master Development Agreement, the Multi-Party Development Agreement, the Limited Offering Memorandum and any and all other documents or instruments that evidence or are part of the transactions referred to herein or in the Limited Offering Memorandum or contemplated hereby or by the Limited Offering Memorandum; provided, however, that when the words “Financing Documents” are used in the context of the authorization, execution, delivery, approval or performance of Bond Documents by a party hereto, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

The Underwriter is obligated under Rule G-23 of the Municipal Securities Rulemaking Board (the **“MSRB”**) to disclose to the Authority the following information, which the Authority acknowledges and agrees to by signing this Purchase Agreement:

- (i) The bond purchase contemplated by this Purchase Agreement will be an arm’s length, commercial transaction between the Authority and the Underwriter.
- (ii) The Underwriter is not acting as a municipal advisor, financial advisor or fiduciary with respect to the Authority.
- (iii) The Underwriter has not assumed any fiduciary responsibility to the Authority with respect to the underwriting of the Bonds and the Authority has consulted and will continue to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate.

In addition, the Authority acknowledges that MSRB Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors, while recognizing that the Underwriter has financial and other interests that differ from the interests of the Authority. The Underwriter hereby discloses to the Authority that the Underwriter is not required by federal law to act in the best interests of the Authority without regard to the Underwriter’s own financial or other interests. The Underwriter does have a duty to purchase securities from the Authority at a fair and reasonable price, but the Underwriter must balance that duty with its duty to sell the Bonds to investors at prices that are also fair and reasonable. The Underwriter will review the Limited Offering Memorandum for the Bonds in accordance with and as part

of its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

**Section 1. Agreement to Purchase.**

(a) ***Purchase of the Bonds.*** Subject to the terms and conditions and upon the representations and warranties herein set forth, the Underwriter hereby agrees to purchase the Bonds from the Authority for offering to others, in accordance with the terms of the limited offering of the Bonds described in the Limited Offering Memorandum, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the Bonds, at the purchase price of \$\_\_\_\_\_ (consisting of the par amount of the Bonds of \$\_\_\_\_\_, [plus an original issue premium/less original issue discount of \$\_\_\_\_\_,] less an Underwriter's discount of \$\_\_\_\_\_). The Bonds will mature, bear interest, be subject to redemption and be sold at the price indicated in **Exhibit A** hereto. The terms of the Bonds shall be as described more fully in the Trust Agreement.

(b) ***Initial Public Offering.*** The Underwriter hereby agrees to make a bona fide limited offering of the Bonds at not in excess of the initial offering prices (which may be expressed in terms of yield) set forth in **Exhibit A** hereto. The Bonds are being offered and sold only to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "**Securities Act**")).

(c) At the time for the Authority's acceptance hereof, the Authority shall deliver to the Underwriter at least one originally executed copy of this Purchase Agreement, and at the request of the Underwriter, at least one certified copy of the Resolution and, at Closing, one originally executed copy of the Trust Agreement and the Loan Agreement.

(d) The Authority and the Corporation hereby authorize the use by the Underwriter of the Limited Offering Memorandum in connection with the sale of the Bonds and the Authority and the Corporation consent to the use by the Underwriter, prior to the date of this Purchase Agreement, of the Preliminary Limited Offering Memorandum.

**Section 2. Representations and Warranties of the Authority.** The Authority hereby represents and warrants to the Underwriter, as of the date hereof (and to be reaffirmed as of Closing), that:

(a) The Authority is, and as of Closing will be, a nonprofit corporation designated a political subdivision of the State of Arizona, incorporated with the approval of the Arizona Finance Authority, (the "**AFA**") created and existing under the Act. The Authority has all of the necessary power to carry out and consummate the transactions contemplated by this Purchase Agreement, the Bonds, the Trust Agreement, and the Loan Agreement (collectively, the "**Authority Documents**").

(b) The Authority Documents have been duly authorized, and once executed and delivered by the Authority (assuming due authorization and execution by the other parties thereto), will each be in full force and effect.

(c) By official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has approved and authorized the distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and authorized and approved the execution and delivery of the Authority Documents and the consummation by the Authority of the transactions contemplated thereby.

(d) To the Authority's actual knowledge, there is no litigation pending against (as to which the Authority has received service of process) or overtly threatened in writing directly against the Authority or any of its board members in their capacities as such to restrain or enjoin the issuance or sale of the Bonds

or the execution and delivery of the Bonds or the Authority Documents, or in any way affecting or questioning the authority for or the validity of the Bonds or the Authority Documents, or the existence or power of the Authority to use the proceeds from the sale of the Bonds as described in the Loan Agreement.

(e) The Bonds, when delivered in accordance with the Trust Agreement and paid for by the Underwriter on the Closing Date as provided herein, will have been duly authorized, executed, and delivered by the Authority and will be valid and binding special limited obligations of the Authority payable solely from the revenues and other property pledged and assigned for such payment as provided in the Trust Agreement.

(f) All meetings of the board of directors of the Authority at which action was taken in connection with the Authority Documents and the Bonds were duly and legally called and held meetings, and were open to the public at all times, and notice of the time and place of each such meeting was given as required by law.

(g) At the request and expense of the Corporation, the Authority agrees to cooperate with the Underwriter and its counsel in an endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States of America (the "**United States**") as the Underwriter may request; provided, however, the Authority will not authorize the sale of the Bonds in any jurisdiction that requires the Authority to qualify to transact business or consent to the service of process in any such jurisdiction, other than the State of Arizona.

(h) The information in the Preliminary Limited Offering Memorandum relating to the Authority under the headings "**THE AUTHORITY**" and "**LITIGATION – The Authority**" is deemed final by the Authority as of its date within the meaning of paragraph (b)(1) of the 15c2-12 (the "**Rule**") of the Securities and Exchange Commission (the "**SEC**"), and the Authority acknowledges the lawful use by the Underwriter of the Preliminary Limited Offering Memorandum in connection with the offering and sale of the Bonds, subject to compliance with applicable federal and state securities law.

(i) The information relating to the Authority under the headings "**THE AUTHORITY**" and "**LITIGATION - The Authority**" in the Limited Offering Memorandum did not and does not make any untrue statement of a material fact or omit to state a material fact with respect to the Authority necessary to make the statements made with respect thereto, in the light of the circumstances under which they were made, not misleading.

(j) To the knowledge of the Authority, the execution and delivery by the Authority of the Authority Documents and compliance with the provisions on the Authority's part contained therein will not conflict with or constitute a material breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Authority Documents.

(k) The Authority agrees to cause the preparation and delivery to the Underwriter of, at such address as the Underwriter shall specify and in time to accompany confirmations to customers of the Underwriter, but in no event later than the Closing Date, as many copies of the Limited Offering Memorandum (as supplemented and amended from time to time) as the Underwriter shall reasonably request; provided however that such preparation shall be at no cost to the Authority.

**Section 3. Representations and Warranties of the Corporation.** The Corporation hereby represents and warrants to the Underwriter, as of the date hereof (and to be reaffirmed as of Closing), that:

(a) The Corporation is, and as of Closing will be, a Texas non-profit local government corporation validly existing under the laws of the State with the authority to enter into and perform its obligations under this Purchase Agreement.

(b) The Corporation has full power and authority pursuant to the constitution and the laws of the State to (i) enter into and perform its obligations under the Financing Documents and execute and deliver the Limited Offering Memorandum.

(c) Prior to Closing, the Corporation will have taken all action necessary to be taken by it for: (i) the authorization, execution and delivery by the Corporation of the Financing Documents and all other agreements and documents which may be required to be authorized, executed and delivered by the Corporation in order to carry out, give effect to and consummate the transaction contemplated hereby and by the Limited Offering Memorandum.

(d) Assuming the valid authorization, execution and delivery of this Purchase Agreement and the other Financing Documents by the other parties hereto and thereto this Purchase Agreement is, and the other Financing Documents will be, to the extent the Corporation is a party thereto, the legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity, or by laws affecting political subdivisions generally.

(e) This Purchase Agreement has been duly authorized, executed and delivered by the Corporation.

(f) The authorization, execution and delivery by the Corporation of the Financing Documents and the other documents contemplated hereby and by the Limited Offering Memorandum to be executed and delivered by the Corporation and compliance by the Corporation with the provisions thereof do not and will not in any material respect conflict with, or constitute a violation of, breach of, or default under (i) any federal or State constitutional and statutory provision, (ii) any agreement or other instrument to which the Corporation is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Corporation or its property.

(g) No consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained that has not already been obtained by the Corporation as a condition precedent to the execution and delivery by the Corporation of the Financing Documents, or the performance of its obligations thereunder.

(h) The Preliminary Limited Offering Memorandum does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading. The Corporation has no reason to believe and does not believe that such information is materially inaccurate or misleading, and since the date of the Preliminary Limited Offering Memorandum, there have been no material transactions not in the ordinary course of affairs entered into by the Corporation and no material adverse changes in the general affairs of the Corporation as shown in the Preliminary Limited Offering Memorandum, other than as disclosed in or contemplated by the Limited Offering Memorandum. Notwithstanding the foregoing, the Corporation makes no representation or warranty (express or implied) as to the accuracy or completeness of any financial, economic, technical or statistical data or any estimates, projections, assumptions or expressions

of opinion set forth in the Limited Offering Memorandum, including without limitation the Revenue Study included as **Appendix H** or any reference thereto or to the conclusions thereof, or information concerning The Depository Trust Company (“DTC”) provided by DTC, or any information set forth in the sections of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum entitled “**UNDERWRITING.**”

(i) Except as may be disclosed in the Limited Offering Memorandum, there is no action, suit, proceeding, inquiry, investigation or litigation at law or in equity or any proceeding before any governmental agency pending or, to the knowledge of the Corporation, threatened against the Corporation or to which the Corporation is a party the probable outcome of which would materially adversely affect the existence or powers of the Corporation, the transaction contemplated hereby or by the Limited Offering Memorandum or the validity or enforceability in accordance with their respective terms, of the Bonds, the Financing Documents or any agreement or instrument to which the Corporation is a party used or contemplated for use in connection with the transactions contemplated hereby or by the Limited Offering Memorandum, or would have a material adverse effect on the condition, operations or results of operations, financial or otherwise, of the Corporation.

(j) No event of default has occurred and is continuing which constitutes, or with the lapse of time or the giving of notice, or both, would constitute, on the part of the Corporation, a breach of or an event of default under any of the Financing Documents.

(k) Any certificate signed by any Corporation representative and delivered to the Underwriter at Closing or prior thereto shall be deemed a representation and warranty by the Corporation to the Underwriter as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

(l) The Corporation acknowledges that the Authority has furnished for inclusion in the Limited Offering Memorandum only the statements and information appearing therein under the captions entitled “**THE AUTHORITY**” and “**LITIGATION – The Authority,**” solely as such information relates to the Authority, and all other information contained in the Limited Offering Memorandum has been furnished by parties other than the Authority, which other information has not been independently verified by the Authority, its board members, its consultants, its employees, its agents or its counsel.

**Section 4. Closing.** Delivery of and payment for the Bonds shall be made at the offices of Greenberg Traurig, LLP (“**Bond Counsel**”) at 300 West 6<sup>th</sup> Street, Suite 2050, Austin, Texas, at 9:00 A.M. on \_\_\_\_\_, 2019, (the “**Closing Date**”) or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Authority, the Corporation and the Underwriter (such delivery and payment is referred to herein as “**Closing**”). Delivery of the Bonds shall be made to the Underwriter against payment by the Underwriter of the purchase price of the Bonds as set forth in **Section 1(a)** hereof, in immediately available funds to or upon the order of the Authority. The Bonds shall be delivered in definitive form duly executed on the Authority’s behalf pursuant to the Trust Agreement.

**Section 5. Covenants and Agreements of the Corporation.** The Corporation covenants and agrees with the Underwriter as follows:

(a) Neither the Authority nor the Corporation shall supplement or amend the Limited Offering Memorandum or cause the Limited Offering Memorandum to be supplemented or amended without the prior written consent of the Underwriter.



(b) Neither the Authority nor the Corporation shall amend, terminate or rescind, and shall not agree to any amendment, termination or rescission of any Financing Document without the prior written consent of the Underwriter prior to Closing.

(c) If at any time prior to Closing, any event occurs with respect to the Authority or the Corporation as a result of which the Limited Offering Memorandum, as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Authority or the Corporation, as applicable, shall promptly notify the Underwriter in writing of such event. Any information supplied by the Authority or the Corporation, as applicable, for inclusion in any amendments or supplements to the Limited Offering Memorandum will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Prior to Closing, the Corporation shall not create, assume, or guarantee any indebtedness payable from, or pledge or otherwise encumber, the revenues, assets, properties, funds, or interests that will be pledged pursuant to the Trust Agreement.

(e) Neither the Authority, nor the Corporation, shall voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the Authority or the Corporation, as applicable, as set forth in this Purchase Agreement.

(f) Neither the Authority, nor the Corporation will knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Trust Agreement or the Loan Agreement.

(g) The Authority and the Corporation agree to cooperate with the Underwriter in the preparation of any supplement or amendment to the Limited Offering Memorandum deemed necessary by the Underwriter on any date subsequent to the execution of this Purchase Agreement.

**Section 6. Conditions to Closing.** The obligations of the Underwriter hereunder are subject to the performance by the Authority and the Corporation of their respective obligations hereunder at or prior to Closing, and to the accuracy of the representations and warranties of the Authority and the Corporation herein as of the date hereof and as of the Closing Date, and are also subject to the following further conditions, all of which must occur at or prior to Closing (note that the legal opinions described below may be subject to customary qualifications and limitations as are agreed to by the Underwriter prior to the issuance of the Bonds):

(a) The representations, warranties and covenants of the Authority and the Corporation contained herein, in the other Financing Documents shall be true, complete and correct in all material respects as of the Closing Date.

(b) On the Closing Date, (i) the Bonds and the other Financing Documents shall have been duly authorized, executed and delivered by the respective parties thereto and said agreements and instruments shall be in full force and effect as valid and binding agreements between or among the parties thereto; and (ii) the Authority or the Corporation, as applicable, shall perform or have performed its obligations which are required to be performed prior to Closing pursuant to the provisions of the Financing Documents.

(c) The terms of the Bonds shall in all instances be as described in the final Limited Offering Memorandum.

(d) On the Closing Date, all official action of the Authority and the Corporation relating to the Bonds and the other Financing Documents shall have been taken and the Bonds and the other Financing Documents shall be in full force and effect in accordance with their respective terms.

(e) Prior to Closing, the Underwriter shall receive the following certificates, opinions and documents, in each case satisfactory in form and substance to the Underwriter:

(i) **Approving Opinion of Bond Counsel.** The unconditional approving opinion of Bond Counsel, in substantially the form attached to the Limited Offering Memorandum as **Appendix J**, dated the Closing Date, addressed to, or with reliance letters to, the Authority, the Corporation, the Trustee and the Underwriter, relating to the due authorization, execution and delivery of the Bonds, the Trust Agreement and the Loan Agreement, the status of the interest on the Bonds for federal and State income tax purposes and certain other matters, with only such changes thereto as are satisfactory to the Underwriter;

(ii) **Supplemental Opinion of Bond Counsel.** The supplemental opinion of Bond Counsel, dated the Closing Date, in the form set forth in **Exhibit B** hereto, addressed to the Authority, the Corporation and the Underwriter.

(iii) **Opinion of Counsel to the Underwriter.** The opinion of Thompson Coburn LLP, (“**Counsel to the Underwriter**”), dated the Closing Date, in substantially the form set forth in **Exhibit C** hereto;

(iv) **Opinion of Counsel to the Developer.** The opinion of Sandberg Phoenix & von Gontard, P.C., Kansas City, Missouri (“**Counsel to the Developer**”), dated the Closing Date, addressed to the Authority, the Corporation and the Underwriter, in substantially the form set forth in **Exhibit D** hereto.

(v) **Opinion of Counsel to the Authority.** The opinion of Kutak Rock LLP, Scottsdale, Arizona, (“**Counsel to the Authority**”), dated the Closing Date, addressed to the Corporation and the Underwriter, in substantially the form set forth in **Exhibit E** hereto.

(vi) **Opinion of Counsel to the City and the Corporation.** The opinion of McGinnis Lochridge, Austin, Texas (“**Counsel to the City and the Corporation**”), dated the Closing Date, addressed to the Authority, the Corporation and the Underwriter, in substantially the form set forth in **Exhibit F** hereto.

(vii) **Closing Certificates.** General closing certificates evidencing compliance with applicable conditions to the Closing executed by (A) the Authority, (B) the Underwriter, (C) the Developer, (D) the Corporation and (E) the Trustee;

(viii) **Developer Certificates.** The Underwriter shall receive a certificate from Legacy Hutto, LLC, a Missouri limited liability company, in substantially the form attached hereto as **Exhibit G**;

(ix) **Financing Documents.** Executed counterparts of the Financing Documents, executed by the parties thereto;

(x) **Specimen Bond.** Specimen of the Bonds;

(xi) **Letter of Representations.** DTC’s Blanket Letter of Representation;

(xii) **Receipt for Bonds and Receipt for Purchase Price.** Receipt for the Underwriter for the Bonds and of the Authority (or the Trustee) for the purchase price of the Bonds; and

(xiii) **Additional Documents.** Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy as of the Closing Date of the representations and warranties of the Authority and the Corporation contained in this Purchase Agreement and the due performance or satisfaction by the Authority and the Corporation at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority or the Corporation, as applicable, pursuant to this Purchase Agreement.

If the Authority or the Corporation shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds on the Closing Date shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter, the Corporation, nor the Authority shall be under further obligation hereunder; except that the obligations as provided in **Section 10** hereof shall continue in full force and effect.

**Section 7. Cancellation of this Purchase Agreement.** The Underwriter shall have the right to cancel this Purchase Agreement by notification to the Authority and the Corporation, if at any time subsequent to the date of this Purchase Agreement and at or prior to Closing:

(a) Any legislation, ordinance, rule, or regulation shall be introduced in or be enacted by any governmental body, department, or agency in the State, or a decision by any court of competent jurisdiction shall be rendered which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds, or the ability of the Underwriter to enforce contracts for the sale thereof.

(b) A stop order, ruling, regulation, or official statement by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall be proposed, issued, or made or to the effect that the issuance, offering or sale obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby, or by the Limited Offering Memorandum, is in violation or would be in violation of any provision of the federal or state securities laws, the Securities Act, or the registration provisions of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and as then in effect, or the qualification provisions of the Trust Indenture Act.

(c) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under or from other requirements of the Securities Act or the Exchange Act as then in effect, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act.

(d) Any event shall have occurred, or information become known which, in the Underwriter's opinion, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum or has the effect that the Limited Offering Memorandum as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities by any governmental authority or by any national securities exchange.

(f) Any national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter.

(g) A general banking moratorium shall have been established by federal, New York, or Colorado authorities.

(h) Trading in any securities of the Authority's shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened against the Authority by the SEC.

(i) A war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have been instigated or escalated, or any other event relating to the operation of government or the financial community shall have occurred which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds, or the ability of the Underwriter to enforce contracts for the sale thereof.

The Underwriter acknowledges that no such event exists as of the date hereof that would permit the Underwriter to cancel its obligations pursuant to this Bond Purchase Agreement.

**Section 8. Contingency of Obligations.** The obligations of the Authority and the Corporation hereunder are subject to the performance by the Underwriter of its obligations hereunder.

**Section 9. Duration of Representations, Warranties, Agreements and Covenants.** All representations, warranties, agreements and covenants of the Authority and the Corporation are made as of the Closing Date and shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, the Corporation and the Authority and shall survive the Closing Date. The obligations under **Section 10** hereof shall survive any termination of this Purchase Agreement.

**Section 10. Expenses and Compensation.** The Underwriter shall be under no obligation to pay any expenses incident to the performance of the obligations of the Authority or the Corporation hereunder. The Corporation will pay or cause to be paid, but only from the proceeds of the Bonds and not from any other source or funds of the Corporation, all reasonable expenses incident to the performance of its obligations and the obligations of the Underwriter under this Purchase Agreement, including, but not limited to, mailing or delivery of the Bonds, costs of printing the Bonds, the fees and disbursements of Bond Counsel, Counsel to the Underwriter, Counsel to the Authority, Counsel to the City and the Corporation, and the City's financial advisor, Counsel to the Master Developer and the Master Developer's financial advisor, the fees and expenses of the Authority's, the City's and the Corporation's accountants and other consultants, fees and charges of the Trustee, paying agent or other agent retained in connection with the payment of, or the administration of the payment of, the Bonds, fees to register the Bonds with DTC, CUSIP fees, regulatory fees, clearing and delivery fees and all other out of pocket expenses incurred by the Underwriter in connection with its purchase and offering of the Bonds. If the Bonds are not issued, the Corporation shall have no liability for payment of such fees.

**Section 11. Limited Offering Memorandum.**

(a) The Corporation shall provide and shall cause its advisors to provide such information, access to records, and other cooperation as the Underwriter may reasonably request in connection with the preparation of the Limited Offering Memorandum for use in connection with the distribution of the Bonds by the Underwriter. The Corporation authorizes the use of the Limited Offering Memorandum by the Underwriter and others in connection with the distribution of the Bonds, and if requested by the

Underwriter, shall cause the Limited Offering Memorandum to be executed on behalf of the Corporation by one of its authorized officials.

(b) The Underwriter represents that the limited offering of the Bonds is exempt from the continuing disclosure requirements of Rule 15c2-12 of the SEC.

(c) The Corporation hereby agrees to deliver to the Underwriter, within the earlier of: (i) seven (7) business days after the date of acceptance hereof by the Corporation or (ii) one day prior to Closing, sufficient copies of the final version of the Limited Offering Memorandum as may be reasonably requested by the Underwriter. The Underwriter has determined that such delivery date is in sufficient time to permit the Limited Offering Memorandum to accompany any confirmation that requests payment from any customer of the Underwriter.

**Section 12. Amendments to Limited Offering Memorandum.** The Corporation covenants and agrees to promptly notify the Underwriter if, during the period commencing on the date hereof through the date 25 days after the “end of the underwriting period,” as hereinafter defined, any event relating to or affecting the Corporation shall occur as a result of which it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Limited Offering Memorandum in order to make the information in the Limited Offering Memorandum not misleading in the light of the circumstances then existing. In any such event, the Corporation shall at its expense promptly amend or supplement the Limited Offering Memorandum in any form and manner jointly approved by the Authority, the Corporation and the Underwriter so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading; and the Corporation shall furnish to the Underwriter (a) a reasonable number of copies of the supplement or amendment to the Limited Offering Memorandum and (b) if such notification shall be subsequent to the Closing Date, such legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum.

The “end of the underwriting period” means the Closing Date, unless the Underwriter advises the Authority in writing on such Closing Date that, as of such date, there remains an unsold balance of the Bonds, in which case the “end of the underwriting period” means the date as of which the Underwriter notifies the Authority and the Corporation that the Underwriter no longer retains an unsold balance of the Bonds for sale to the public; however, in no event shall the “end of the underwriting period” extend beyond the date 60 days from the Closing Date. The Underwriter shall provide to the Authority and the Corporation upon request such information as may be reasonably required by the Authority and the Corporation in order to determine whether the “end of the underwriting period” for the Bonds has occurred with respect to the unsold balance of Bonds that are held by the Underwriter for sale to the public within the meaning of Rule 15c2-12 of the SEC.

**Section 13. Indemnification.**

(a) By the Corporation.

(i) The Corporation, to the extent permitted by law, agrees to pay, defend, protect, indemnify, and hold each of Bond Counsel, the Underwriter and any current, former or future member, director, officer, agent or employee of the Underwriter and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Underwriter through the ownership of voting securities, by contract or otherwise, or who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, and each and all and any of them, Underwriter’s Counsel, the Trustee, the Authority, its counsel, the AFA, the State of Arizona and each of their respective directors, officers, members, employees, counsel, advisors, consultants and agents, and

each person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (each an **“Indemnified Party”** and all collectively referred to herein as the **“Indemnified Parties”**) harmless for, from, and against any and all losses, causes of action (whether in contract, tort, or otherwise), claims, costs, damages, demands, judgments, liabilities, suits, and expenses (including, without limitation, reasonable costs of investigation, and attorneys’ fees and expenses) of every kind, character, and nature whatsoever (individually and collectively, the **“Liabilities”**) directly or indirectly arising from or relating to any untrue or misleading statement of a material fact regarding the Corporation or the Corporation’s operations contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or alleged untrue or misleading statement regarding the Corporation or the Corporation’s operations or caused by any omission or alleged omission from the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum of any material fact necessary to be stated therein regarding the Corporation or the Corporation’s operations in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(ii) The Corporation, to the extent permitted by law, further agrees to pay, defend, protect, indemnify, and hold each of the Authority, the AFA, the State of Arizona and each of its directors, officers, members, employees, counsel, advisors, consultants and agents (each an **“Authority Indemnified Party”** and collectively the **“Authority Indemnified Parties”**) harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to the Bonds, the Loan, the Loan Agreement, the Project, the Trust Agreement, or any document related to the issuance and sale of the Bonds, including, but not limited to, the following:

- (A) any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the use, non-use, condition, or occupancy of the Project or any part thereof;
- (B) violation of any agreement, covenant, or condition of the Financing Documents;
- (C) violation of any agreement, contract, or restriction relating to the Project;
- (D) violation of any law, ordinance, or regulation affecting the Project or any part thereof or the ownership, occupancy, or use thereof;
- (E) the issuance and sale of the Bonds or any of them; and
- (F) any statement, information, or certificate furnished by the Corporation to the Authority which is misleading, untrue, incomplete, or incorrect in any respect.

(iii) The Corporation, to the extent permitted by law, also agrees to pay, defend, protect, indemnify, and hold harmless each of the Authority Indemnified Parties for, from, and against any and all Liabilities directly or indirectly arising from or relating to (a) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by or to the Authority, the AFA or the State of Arizona pertaining to the Bonds, and (b) any fraud or misrepresentations or omissions contained in the proceedings of the Authority, the AFA or the State of Arizona relating to the issuance of the Bonds or pertaining to the financial condition of the Corporation which, if known to the Underwriter, might be considered a factor in such person’s decision to purchase the Bonds; provided, however, nothing in this subsection shall be deemed to provide the Authority with indemnification for any omissions or misstatements of the Authority contained in the Limited Offering



Memorandum under the sections captioned “**THE AUTHORITY**” or “**LITIGATION – The Authority,**” as such sections relate solely to the Authority.

(iv) Paragraphs (ii) and (iii) are intended to provide indemnification to each Authority Indemnified Party for his or her active or passive negligence or misconduct; provided, however, that nothing in paragraphs (ii) and (iii) shall be deemed to provide indemnification to any Authority Indemnified Party with respect to any Liabilities arising from the fraud, gross negligence, or willful misconduct of such Authority Indemnified Party.

(v) Any party entitled to indemnification hereunder shall notify the Corporation of the existence of any claim, demand, or other matter to which the Corporation’s indemnification obligation applies, and shall give the Corporation a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Indemnified Party; provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If the Indemnified Party is advised in an opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the Corporation or if the Corporation shall, after receiving notice of the Corporation’s indemnification obligation, as the case may be, and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Corporation. The Corporation shall be responsible for the reasonable counsel fees, costs, and expenses of the Indemnified Party in conducting its defense.

(vi) The Indemnified Parties and the Authority Indemnified Parties, other than the Authority, shall be considered to be intended third party beneficiaries of this Purchase Agreement for purposes of paragraphs (i) - (v) of this **Section 13(a)**. The provisions of paragraphs (i) to (v) of this **Section 13(a)** shall be in addition to all liability that the Corporation may otherwise have and shall survive any termination of this Purchase Agreement, the offering and sale of the Bonds, and the payment or provision for payment of the Bonds.

(b) By the Underwriter.

(i) The Underwriter agrees to pay, defend, protect, indemnify, and hold harmless each of the Indemnified Parties and the Corporation, and their respective members, directors, officers, counsel, advisors and agents (each an “**Obligated Entity Indemnified Party**” and all collectively referred to as the “**Obligated Entity Indemnified Parties**”) for, from, and against any and all Liabilities directly or indirectly arising from or relating to any untrue statement or alleged untrue statement contained in the Limited Offering Memorandum, or omission or alleged omission of a material fact from the Limited Offering Memorandum, but only with respect to untrue statements or alleged untrue statements and omissions or alleged omissions, in connection with debt service schedules provided by the Underwriter, redemption dates and the information under the caption “**UNDERWRITING.**”

(ii) The Underwriter agrees to pay, defend, protect, indemnify, and hold harmless each of the Indemnified Parties and the Obligated Entity Indemnified Parties for, from and against any and all Liabilities directly or indirectly arising from or relating to the Underwriter’s violation of federal or state securities laws in the initial sale of the Bonds.

(iii) Paragraphs (i) and (ii) of this **Section 13(b)** are intended to provide indemnification to each Indemnified Party and each Obligated Entity Indemnified Party for his or her active or passive negligence or misconduct; provided, however, that nothing in paragraphs (i) and (ii) above shall be deemed to provide indemnification to any Indemnified Party or any Obligated Entity Indemnified Party

with respect to any Liabilities arising from the fraud, gross negligence, or willful misconduct of such Indemnified Party, or the fraud, or willful misconduct of such Obligated Entity Indemnified Party.

(iv) Any party entitled to indemnification hereunder shall notify the Underwriter of the existence of any claim, demand, or other matter to which the Underwriter's indemnification obligation applies, and shall give the Underwriter a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the Indemnified Party or the Obligated Entity Indemnified Party, as the case may be; provided that the Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, shall at all times also have the right to fully participate in the defense. If the Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, is advised in an opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the Underwriter or if the Underwriter shall, after receiving notice of the Underwriter's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose reasonably satisfactory to the Authority Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, the Authority Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Underwriter. The Underwriter shall be responsible for the reasonable counsel fees, costs, and expenses of the Authority Indemnified Party or the Obligated Entity Indemnified Party, as the case may be, in conducting its defense.

(v) The Indemnified Parties, other than the Authority, and the Obligated Entity Indemnified Parties, other than the Corporation, shall be considered to be intended third party beneficiaries of this Purchase Agreement for purposes of paragraphs (i) to (iv) above. The provisions of paragraphs (i) to (iv) of this **Section 13(b)** shall be in addition to all liability which the Underwriter may otherwise have and shall survive any termination of this Purchase Agreement, the offering and sale of the Bonds, and the payment or provision for payment of the Bonds.

(c) **Contribution to Indemnification.** While the Corporation and the Underwriter both understand and agree that the provisions of this **Section 13(c)** do not in any way bind the Authority and the Authority Indemnified Parties and such provisions shall have no effect whatsoever on any other section contained herein other than Sections 13(a) and **13(b)** above, in order to provide for just and equitable contribution in circumstances in which the indemnity provided for in **Sections 13(a)** or **13(b)** is for any reason held to be unavailable, the Corporation and the Underwriter agree, to the extent permitted by law, that each shall contribute proportionately to the aggregate Liabilities to which the Corporation and the Underwriter may be subject, so that the Underwriter is responsible for that portion represented by the percentage that the fees paid by the Corporation to the Underwriter in connection with the issuance and sale of the Bonds bears to the aggregate offering price of the Bonds, with the Corporation responsible for the balance; provided, however, that in no case shall the Underwriter be responsible for any amount in excess of the fees paid by the Corporation to the Underwriter in connection with the issuance and sale of the Bonds except for any amount due to and/or the result of the fraud, gross negligence or intentional misconduct of the Underwriter.

**Section 14. Notices.** All notices provided for in this Purchase Agreement shall be made in writing either by physical delivery of the notice to the party entitled thereto or by sending the notice by air courier or mailing by certified or registered mail, return receipt requested, in the United States mail to the address as stated below (or at such other address as may have been designated by written notice) of the party entitled thereto. The notice shall be deemed to be received in case of physical delivery on the date of its actual receipt by the party entitled thereto, in case of delivery by air courier on the date of delivery, and in case of mailing on the date of receipt by United States mail, postage prepaid.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing and mailed or delivered to the Authority and the Underwriter at the following addresses:

D.A. Davidson & Co.  
1550 Market Street, Suite 300  
Denver, Colorado 80202

Arizona Industrial Development Authority  
c/o Kutak Rock LLP  
8601 North Scottsdale Road, Suite 300  
Scottsdale, AZ 85253  
Attention: President

With a copy to:

Kutak Rock LLP  
8601 North Scottsdale Road, Suite 300  
Scottsdale, AZ 85253  
Attention: Kelly A. McGuire, Esq.  
Email: [Kelly.McGuire@KutakRock.com](mailto:Kelly.McGuire@KutakRock.com)

Cottonwood Development Corporation  
c/o City of Hutto, Texas  
500 W. Live Oak St.  
Hutto, Texas 78634

With a copy to:

McGinnis Lochridge  
600 Congress Avenue, Suite 2100  
Austin, Texas 78701  
Attention: William H. Bingham  
Email: [bbingham@mcginnislaw.com](mailto:bbingham@mcginnislaw.com)

Greenberg Traurig, LLP  
1000 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Attention: Franklin D. R. Jones, Jr.  
Email: [jonesf@gtlaw.com](mailto:jonesf@gtlaw.com)

**Section 15. Parties in Interest.** This Purchase Agreement is made solely for the benefit of the Authority, the Corporation and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the, shall acquire or have any right hereunder or by virtue hereof. This Purchase Agreement shall not be assignable by the Authority or the Corporation. A person or other legal entity shall not be deemed to be the successor or assign of the Underwriter solely by reason of having purchased one of the Bonds, some of the Bonds or all of the Bonds.

**Section 16. Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Arizona, without reference to any choice of law principles except as such laws may be preempted by any federal rules, regulations and laws applicable to the Authority. The parties hereto expressly acknowledge and agree that any judicial action to

interpret or enforce the terms of this Purchase Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona, in and for the County of Maricopa, the United States District Court in and for the District of Arizona, or any United States Bankruptcy Court in any case involving or having jurisdiction over the Corporation or the Project.

**Section 17. Headings.** The headings of the paragraphs of this Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

**Section 18. Effectiveness; Form of Signatures.** This Purchase Agreement shall become effective upon the Authority's acceptance hereof, as evidenced by the signature of an authorized Authority representative. This Purchase Agreement may be signed via facsimile or electronically, transmitted in PDF format or otherwise, and the signatures of the parties hereto in any such form shall be binding and of full force and effect as if such signatures were originals signatures of such parties.

**Section 19. Counterparts.** This Purchase Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

**Section 20. Cancellation of State Contracts.** As required by the provisions of Arizona Revised Statutes Section 38-511, notice is hereby given that the State of Arizona, its political subdivisions or any other departments or agencies of either may, within three years of its execution, cancel any contracts, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor of the State of Arizona or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. Each of the parties hereby certifies that it is not presently aware of any violation of Arizona Revised Statutes Section 38-511 which would adversely affect the enforceability of this Purchase Agreement and covenants that it will take no action which would result in a violation of such Section.

[Signature page follows]

Please indicate your acceptance of this offer by signing below.

Very truly yours,

D.A. DAVIDSON & CO.

By \_\_\_\_\_  
Zachary Bishop, Managing Director

Accepted and agreed to as of this  
\_\_\_\_ day of November, 2019, at  
\_\_\_\_\_ a.m./p.m.

ARIZONA INDUSTRIAL DEVELOPMENT  
AUTHORITY

By \_\_\_\_\_  
Name: Victor Riches  
Title: President

Accepted and agreed to as of this  
\_\_\_\_ day of November, 2019, at  
\_\_\_\_\_ a.m./p.m.

COTTONWOOD DEVELOPMENT CORPORATION

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

Accepted and agreed to as of this  
\_\_\_\_ day of November, 2019, at \_\_\_\_\_ a.m./p.m

**EXHIBIT A**  
**BOND PRICING**



**EXHIBIT B**

**FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL**

## EXHIBIT C

### FORM OF OPINION OF UNDERWRITER'S COUNSEL

D.A. Davidson & Co.  
Denver, Colorado

Re:     \$ \_\_\_\_\_ Arizona Industrial Development Authority, Taxable Revenue Bonds, Series 2019  
          (Hutto Perfect Game Development Project)

Ladies and Gentleman:

We have acted as counsel to D.A. Davidson & Co. (the "Underwriter") in connection with its purchase of the above-referenced Bonds pursuant to the Bond Purchase Agreement dated November \_\_, 2019 (the "Purchase Agreement") by and between the Arizona Industrial Development Authority (the "Authority") and the Underwriter. Capitalized terms not otherwise defined herein have the meanings given such terms in the Limited Offering Memorandum (hereinafter defined).

As counsel to the Underwriter, we have examined executed counterparts of the (a) Bond Purchase Agreement, (b) Continuing Disclosure Agreement dated December \_\_, 2019 and (c) the resolution adopted by the Authority on November 20, 2019 (the "Resolution") approving, among other things, the execution of the Trust Agreement, the Loan Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement and the issuance of the Bonds. We have also examined and relied upon the originals or copies, certified or otherwise identified to our satisfaction, of the Preliminary Limited Offering Memorandum dated November \_\_, 2019 relating to the Bonds, the final Limited Offering Memorandum dated November \_\_, 2019 relating to the Bonds (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"), the opinions delivered on this date by Greenberg Traurig, LLP, Austin, Texas, as Bond Counsel ("Bond Counsel"), Sandberg Phoenix & von Gontard, P.C., Kansas City, Missouri, as counsel to the Developer ("Counsel to the Developer"), McGinnis Lochridge, Austin, Texas, as counsel to the City and the Corporation ("Counsel to the City and the Corporation") and such other documents, certificates, letters, opinions, records, instruments and laws as we have deemed necessary or advisable for purposes of this opinion.

In connection with the preparation of the Limited Offering Memorandum, we have generally reviewed information furnished to us by, and have participated in conferences with, representatives of the City, Bond Counsel, the Trustee, the Developer, Counsel to the Developer, Council to the City and the Corporation, and the Underwriter.

We are not passing upon and do not assume any responsibility for the accuracy, completeness, adequacy or fairness of any of the statements contained in the Limited Offering Memorandum and make no representation that we have independently verified the accuracy, completeness or fairness of such statements. To assist you in your investigation concerning the Limited Offering Memorandum, however, we have reviewed and have participated in conferences in which the contents of the Limited Offering Memorandum were discussed. During the course of our work on this matter, based upon the aforementioned review and discussion, in reliance upon the accuracy of the information contained in the aforementioned documents, certificates, opinions, letters and instruments and subject to the qualifications expressed herein, nothing has come to our attention which leads us to believe that the Limited Offering Memorandum contains, as of the date hereof, any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, taking into consideration the omission of certain information from the Preliminary Limited Offering Memorandum, such as offering prices, interest rates, selling commission,

aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the purchaser and other terms of the Bonds depending on such matters. We express no opinion, however, as to any financial, technical or statistical data or any estimates, assumptions, projections, forecasts or expressions of opinions included in the Limited Offering Memorandum or any appendix thereto. We also express no opinion as to information relating to The Depository Trust Company or its book-entry only system. We further express no opinion as to the ability of the 'Authority to comply with its obligations under the Trust Agreement or the Corporation to comply with its obligations under the Loan Agreement.

Assuming the validity of the Bonds, as set forth in the opinions of Bond Counsel issued as of the date hereof, we are of the opinion that the Bonds are not required to be registered under the Securities Act of 1933, as amended, and the Trust Agreement is not required to be qualified under the Trust Indenture Act of 1939, as amended.

The opinions expressed herein are expressed as of the date hereof, and we assume no obligation to revise or supplement this opinion or to advise the addressee hereof of any facts or circumstances or changes concerning the above, whether or not deemed material, that may hereafter come or be brought to our attention, including but not limited to, changes that could result from pending or future legislation, law or jurisprudence. We express no opinion herein with respect to the exclusion from federal or state income taxation of the interest on the Bonds.

This letter is furnished to you by us as counsel to the Underwriter, is solely for your benefit, is not to be circulated by you to potential purchasers of the Bonds and may not be used or relied upon by, or published or communicated to, anyone other than the addressee of this opinion for any purpose whatsoever without our prior written consent in each instance. Our consent is hereby given to include a copy of this opinion in the transcript of proceedings relating to the Bonds.

This letter expresses our legal opinions as to the matters set forth herein and is based upon our professional knowledge and judgment at this time; however, it is not to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinions set forth herein.

Very truly yours,

**EXHIBIT D**

**FORM OF OPINION OF DEVELOPER'S COUNSEL**

**EXHIBIT E**

**FORM OF OPINION OF COUNSEL TO THE AUTHORITY**

**EXHIBIT F**

**FORM OF OPINION OF COUNSEL TO THE CITY AND CORPORATION**



## EXHIBIT G

to

### BOND PURCHASE AGREEMENT

#### FORM OF CERTIFICATE OF REPRESENTATIONS AND INDEMNIFICATION AGREEMENT OF DEVELOPER

\$ \_\_\_\_\_  
**ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY  
TAXABLE REVENUE BONDS, SERIES 2019  
(HUTTO PERFECT GAME DEVELOPMENT PROJECT)**

Legacy Hutto, LLC, a Missouri limited liability company (the “**Master Developer**”), for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, makes the following representations and agreement to and with D.A. Davidson & Co. (the “**Underwriter**”) and Thompson Coburn LLP (“**Underwriter’s Counsel**”). All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Limited Offering Memorandum dated November \_\_, 2019, relating to the offer and sale of the Bonds (the “**Limited Offering Memorandum**”).

#### Representations

The Master Developer hereby certifies in connection with the issuance by the Arizona Industrial Development Authority (the “**Authority**”) of the above captioned bonds (the “**Bonds**”) that, as of the date hereof (except as disclosed in the Limited Offering Memorandum):

(a) The Master Developer is a Missouri limited liability company, is duly organized, validly existing, in good standing under the laws of their state of incorporation and authorized to transact business under the laws of the State of Missouri.

(b) The Master Developer consents to the references to the Master Developer in the Preliminary Limited Offering Memorandum dated November \_\_, 2019 (the “**Preliminary Limited Offering Memorandum**”) and in the Limited Offering Memorandum. The information contained in the sections of the (1) Confidential Financing Summary and Project Description captioned “**PROJECT AND PROPERTY**” and “**SUMMARY OF FINANCING**” and (2) Preliminary Limited Offering Memorandum and the Limited Offering Memorandum captioned “**THE PROJECT**,” “**THE MASTER DEVELOPMENT AGREEMENT**,” “**THE MASTER DEVELOPER**,” and “**RISK FACTORS – Development Risk**” “**– Certain Risks Related to Real Estate Investment and Development**,” “**– Land Development Costs and Financing Risk**,” “**– Failure of Master Developer to Reach Certain Milestones**,” and “**– Projections and Absorptions Provided by Master Developer**,” as well as the information in the remaining portions of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum which specifically refers to the Master Developer, the Project and/or the Development as currently anticipated by the Master Developer and the City and as described in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the “**Covered Portions**”), was, to the knowledge of the Master Developer, as of its date, and is on the date hereof, true and correct in all material respects and information in such Covered Portions did not as of its date, and does not on the date hereof, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under

which they were made, not misleading. To the knowledge of the Master Developer, since the date of the Limited Offering Memorandum, there has not been any material adverse change in the financial position or results of operation of the Master Developer, or in its business or any material adverse change affecting the activities of the Master Developer related to the Development as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum.

(c) The Master Developer has reviewed the Revenue Study, which report is appended to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, and, based on such review, to the knowledge of the Master Developer, there are no facts or information contained in the Revenue Study which would cause the Master Developer to believe that the projections of Pledged Revenues, market values, and inflation assumptions concluded by the author contained in such Revenue Study are unreasonable.

(d) To the knowledge of the Master Developer, no event of default has occurred and is continuing, and there has not occurred and is continuing any event or condition which, with the passage of time or giving of notice or both, would constitute an event of default, under (i) any indenture, mortgage or note to which the Master Developer or any other related entities to the Master Developer are a party or by which they are bound, or (ii) any other agreement or note to which the Master Developer or any other related entities to the Master Developer are a party or by which they are bound, to the extent that such event of default or event or condition could have a material adverse effect on the Master Developer's ability to perform its obligations under the Master Development Agreement; and, to the Master Developer's knowledge, no violation has occurred and is continuing, and there has not occurred any event or condition which with the passage of time or giving of notice or both would constitute a violation of any provision of any existing law, rule, regulation, ordinance, resolution, judgment, order or decree to which the Master Developer or any of its members or shareholders, in such capacity is subject, to the extent that such violation could reasonably have a material adverse effect on the Master Developer's ability to perform its obligations under the Master Development Agreement.

(e) Other than for any matters described in the Limited Offering Memorandum, there are no claims, actions, or proceedings or investigations pending against the Master Developer or, to the knowledge of the Master Developer, threatened, which could affect the Project or the security for the Bonds.

(f) No bankruptcy proceedings, liquidation proceedings, dissolution proceedings, or claims of securities law violations are pending or threatened against the Master Developer, and no such bankruptcy, liquidation, or dissolution proceedings have been commenced or are expected to be commenced by the Master Developer.

(j) The Master Developer has the power and authority to enter into the Continuing Disclosure Agreement, dated as of the date hereof, among the Master Developer, the Corporation and UMB Bank, N.A., as Dissemination Agent (the "**Continuing Disclosure Agreement**"), and the Developer has the power and authority to consummate the transactions to which the Developer is or is to be a party as contemplated in the Limited Offering Memorandum. The performance of the Developer's obligations under the Continuing Disclosure Agreement and the consummation of the transactions to which the Developer is or is to be a party as contemplated in the Limited Offering Memorandum, and such transactions do not and will not conflict with, or constitute on the part of the Developer a violation of, or a breach of or default under (which violation, breach or default has not been waived or consented to in writing), (i) the Developer's organizational documents, (ii) any indenture, mortgage, note or other agreement or instrument to which the Developer is a party or by which it is bound, or (iii) to the Developer's knowledge, any applicable existing law, rule, regulation, ordinance, resolution, judgment, order or decree to which the Developer or any of its members is subject.

## Indemnification and Contribution

(a) The Master Developer will indemnify and hold harmless (i) the Underwriter, its agents, officers, directors or employees, and each person, if any, who controls the Underwriter within the meaning of the federal securities law, and (ii) Underwriter's Counsel (each an **"Indemnified Party"**), against any and all losses, claims, damages, liabilities, expenses (including attorneys' fees), causes of action (whether in contract, tort or otherwise), suits, demands and judgments of any kind (collectively, the **"Liabilities"**) asserted against an Indemnified Party to the extent such Liabilities arise out of or are based on the assertion that the Master Developer has knowingly made an untrue statement of a material fact or an omission or alleged omission to state a material fact necessary to make the statements in the Covered Portions, in light of the circumstances under which they were made, not misleading.

(b) Promptly upon receipt of notice of the commencement of any action against an Indemnified Party in respect of which indemnity or reimbursement may be sought from the Master Developer on account of this agreement contained in this section, notice shall be given to the Master Developer in writing of the commencement thereof, together with a copy of all papers served, but the omission to notify the Master Developer of any such action shall not release the Master Developer from any liability which they may have to an Indemnified Party. This indemnity includes reimbursement for expenses reasonably incurred by an Indemnified Party in investigating the claim and in defending it if the Master Developer declines to assume the defense, but only if the Indemnified Parties actually incur losses as described above. The indemnity agreement contained in this paragraph shall survive the delivery of the Bonds and shall survive any investigation made by or on behalf of an Indemnified Party.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in paragraph (a) above is for any reason held to be unavailable, the Master Developer and each Indemnified Party shall contribute proportionately to the aggregate Liabilities to which the Master Developer and the Indemnified Parties may be subject, in accordance with the relative benefits received by the Master Developer and each Indemnified Party, and also on the relative fault of the Master Developer and each Indemnified Party in connection with the statements, acts or omissions which directly resulted in such Liabilities, and any relevant equitable considerations shall also be considered; provided, however, that in no case shall any Indemnified Party be responsible for any amount in excess of the aggregate amount of fees paid to such Indemnified Party in connection with the marketing and sale of the Bonds.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate of Representations and Indemnification Agreement on this \_\_\_\_ day of December 2019.

**LEGACY HUTTO, LLC,**  
a Missouri limited liability company

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

**EXHIBIT D**  
**CONTINUING DISCLOSURE AGREEMENT**

## CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of December 1, 2019 (the **“Continuing Disclosure Agreement”**) is executed and delivered by the Cottonwood Development Corporation, a Texas non-profit local governmental corporation (the **“Corporation”**), formed by the City of Hutto, Texas (the **“City”**) under Chapter 431, Texas Transportation Code, as amended, Legacy Hutto, LLC, a Missouri limited liability company (the **“Master Developer”**), and UMB Bank, N.A., national banking association organized and existing under the laws of the United States of America, as dissemination agent (the **“Dissemination Agent”**).

### RECITALS

1. In order to promote economic development within its boundaries, the has entered into a development agreement, dated September 20, 2019 (the **“Master Development Agreement”**) with the Master Developer pursuant to which the parties have agreed to develop a mixed-use development consisting of various uses, including by not limited to, office, commercial, retail, residential, public athletic fields, recreational and entertainment, hotel and aquatic attractions, and other complementary uses (the **“Project”**) on approximately 319 acres of land (the **“Land”**) within the City (the **“Development Area”**).

2. To assist the City with the development of the Project, the City and the Corporation have entered into an Interlocal Agreement to be dated the date of issuance of the Bonds (the **“Interlocal Agreement”**), to authorize the Corporation to enter into a loan agreement to finance (i) the costs of the Land and certain public improvements related to the Project and (ii) the payment of certain of the City’s and Master Developer’s pre-development cost for the Project. The City has agreed and has commenced the process to create a public improvement district under Chapter 372 of the Texas Local Government Code, (the **“District”**), to access PID special assessments within the District and Reinvestment Zone Number Two, City of Hutto, Texas, a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code (the **“Reinvestment Zone”**), to facilitate the development of the Project, and to make grant payments to the Corporation from PID special assessments generated within the District, incremental property tax revenue generated within the Reinvestment Zone, and incremental hotel occupancy and general sales taxes generated within the Development Area pursuant to the Interlocal Agreement (the **“Pledged Revenues”**).

3. The Arizona Industrial Development Authority (the **“Authority”**), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona (the **“State”**), incorporated with the approval of the Arizona Finance Authority, pursuant to the provisions of the Constitution and the laws of the State and Title 35, Chapter 5, Section 35-701 *et seq.*, Arizona Revised Statutes, as amended (the **“Act”**), is authorized to issue bonds to provide financing or refinancing for projects located in whole or in part outside of the State, including projects consisting of facilities owned or operated by a non-profit organization. The Land and public improvements to be owned by the Corporation constitutes a project for purposes of the Act.

4. The Act authorizes the Authority to make secured or unsecured loans for the purpose of financing or refinancing the acquisition, construction, improvement, equipping or operating of a “project” (as defined in the Act), and to pledge the proceeds of loan agreements as security for the payment of the principal and interest of any bonds issued by the Authority, and any agreements made in connection with the loan whenever the Board of Directors of the Authority finds the loans to further advance the interest of the Authority or the public.



5. The Corporation has applied to the Authority to issue bonds on the Corporation's behalf and to make a loan to the Corporation to finance and/or refinance certain of the costs of the acquisition of the Land, pre-development costs associated with the Project and other costs required in connection therewith, and the Authority has accepted such application.

6. In order to provide a portion of the funds to so finance such costs, the Authority has agreed to issue its Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the "**Bonds**"), in the aggregate principal amount of not to exceed \$60,000,000, the net proceeds of which shall be used to make a loan to the Corporation which it will use (i) to finance and/or refinance, as applicable, the Project, (ii) fund capitalized interest on the Series 2019 Bonds, (iii) fund the Surplus Fund, and (iv) pay the costs of issuing the Series 2019 Bonds.

7. The Authority will loan the proceeds of the Bonds to the Corporation pursuant to a Loan Agreement, dated as of December 1, 2019 (the "**Loan Agreement**"), pursuant to which, among other things, the Corporation has agreed to secure its obligations under the Loan Agreement by executing a Deed of Trust and pledging its right to receive the Pledged Revenues. Pursuant to the Loan Agreement, the Corporation will execute a note (the "**Note**") and will make payments to the Trustee, as assignee of the Authority, in amounts sufficient to pay the principal of and interest on the Bonds.

8. The Bonds are being issued pursuant to a Trust Agreement, dated as of December 1, 2019 (the "**Trust Agreement**"), between the Authority and UMB Bank, N.A., as trustee (the "**Trustee**").

9. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the Authority of the Bonds.

10. The Bonds are being offered by the Authority only to Qualified Institutional Buyers as defined in Rule 144A promulgated under the Securities Act of 1933, as amended. By their acceptance of the Bonds, each purchaser of the Bonds acknowledges that the Bonds may be sold, transferred or otherwise disposed of only in minimum authorized denominations of \$500,000 or any integral multiple of \$5,000 in excess thereof to a Qualified Institutional Buyer and that such purchaser is acquiring the Bonds for its own account or for the account of a Qualified Institutional Buyer, and not with a view to the further distribution thereof, but expressly reserves the right to sell the Bonds. As such, the Bonds are exempt from the requirements of the Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) (the "**Rule**").

11. The execution and delivery of this Agreement have been duly authorized by the Corporation, the Master Developer and the Dissemination Agent, respectively, and all conditions, acts and things necessary and required to exist, to have happened or to have been performed precedent to and in the execution and delivery of this Agreement, do exist, have happened and have been performed in regular form, time and manner.

12. This Agreement is being executed and delivered by the Corporation, the Master Developer and the Dissemination Agent for the benefit of the Beneficial Owners of the Bonds and in order to assist D.A. Davidson & Co. (the "**Underwriter**") in marketing the Bonds.

For and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Corporation, the Master Developer and the Dissemination Agent, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Limited Offering Memorandum (defined herein) and the Trust Agreement, which apply to any capitalized term used in this

Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

**“Beneficial Owner”** means any registered owner of any of the Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Trustee is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“Dissemination Agent”** means UMB Bank, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Corporation and which has filed with the Corporation a written acceptance of such designation.

**“EMMA”** means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

**“Limited Offering Memorandum”** means the Limited Offering Memorandum dated November \_\_, 2019 used in connection with the offering and sale of the Bonds.

**“Master Developer”** means Legacy Hutto, LLC, a Missouri limited liability company, and its successors and assigns.

**“Master Development Agreement”** means the development agreement dated September 20, 2019 between the City and the Master Developer pursuant to which the parties have agreed to develop the Project.

**“Material Events”** means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

**“MSRB”** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission.

**“Pledged Revenues”** means the revenues paid by the City to the Corporation pursuant to the Interlocal Agreement.

**“Project”** means a mixed-use development anchored around sports entertainment, anticipated to include office, commercial, retail, high density residential, public athletic fields, recreational and entertainment uses, a hotel, convention center and other complimentary uses on a site of approximately 250 - 300 acres (the **“Development Area”**) to the west of the City’s downtown district.

**“Semi-Annual Report”** means any Semi-Annual Report provided by the Corporation, the Master Developer and the Dissemination Agent pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement and in substantially the form as set forth in **Exhibit B**.

**“Semi-Annual Report Date”** means each date which is 90 days following each Semi-Annual Reporting Period.

**“Semi-Annual Reporting Period”** means the semi-annual period from January 1 through June 30 and July 1 through December 31 of each year.

## **Section 2. Provision of Semi-Annual Reports.**

- (a) The Corporation and the Master Developer agree, commencing on the date that is not later than 90 days following the Semi-Annual Reporting Period ending June 30, 2020, to provide or cause to be provided the Semi-Annual Reports to the MSRB. Upon receipt of the Semi-Annual Reports, together with written directions to file such reports from the Corporation, the Dissemination Agent shall provide such Semi-annual Reports to the MSRB.
- (b) Any or all of the information required to be included in the Semi-Annual Report pursuant in subsection (a) above may be included by specific reference to other documents, including official statements of debt issues, which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Corporation shall clearly identify each such other document so included by reference. In each case, the Semi-Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section.
- (c) The Dissemination Agent shall promptly, following receipt of a Semi-Annual Report and written direction to file such report from the Corporation, provide the same to the MSRB, in such manner and format as prescribed by the MSRB, and file a report with the Master Developer and the Corporation certifying that the same has been provided pursuant to this Continuing Disclosure Agreement, stating the date it was provided.
- (d) The Corporation shall or shall direct the Dissemination Agent in writing to:
  - i. determine prior to each Semi-Annual Report Date the appropriate electronic format prescribed by the MSRB and the Dissemination Agent agrees that all documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB;
  - ii. on or before 30 days prior to each Semi-Annual Report Date, send written notice to the Corporation and the Master Developer which: (x) states that the Semi-Annual Report will be due by the Semi-Annual Report Date; and (y) for each Semi-Annual Report, request the information required from the Master Developer by **Section 1** of the Semi-Annual Report and the information required from the Corporation by **Section 2** of the Semi-Annual Report;
  - iii. if necessary, file the Notice of Failure to File Report form attached as **Appendix A** with the MSRB as required by **Section 2(e)** below; and
- (e) If the Corporation or the Master Developer fail to provide the Semi-Annual Report and written direction to the Dissemination Agent by 10:00 A.M. Central Time on the Semi-Annual Report Date, or written notice that such report has been provided to the MSRB, the Dissemination Agent shall file or cause to be filed a notice to the Underwriter and to the MSRB, via EMMA, in substantially the form attached as **Exhibit A** hereto.

### Section 3. Reporting of Material Events.

- (a) No later than ten (10) Business Days after the occurrence of any of the following events, the Corporation shall give notice of the occurrence of any of the following events with respect to the Bonds (**“Bond-Related Material Events”**):
- (1) principal and interest payment delinquencies;
  - (2) non-payment related defaults, if material;
  - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (4) Adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
  - (5) modifications to rights of bondowners, if material;
  - (6) bond calls, if material;
  - (7) defeasances;
  - (8) bankruptcy, insolvency, receivership or similar event of the Corporation;
  - (9) notice of an event of default under the Master Development Agreement; or
  - (10) the appointment of a successor or additional trustee, whether or not material, or the change of name of a trustee, if material.
- (b) Whenever the Corporation obtains knowledge of the occurrence of a Bond-Related Material Event, the Corporation shall report the occurrence to the MSRB pursuant to **Subsection 3(a)** so that notice is given within ten (10) Business Days after the occurrence of the event.
- (c) Notwithstanding the foregoing, if the Trust Agreement requires notice of Bond-Related Material Events described in subsections (a)(6) and (7), then Bond-Related Material Events described in subsections (a)(6) and (7) need not be given under this subsection any earlier than the notice of the underlying event is given to the registered owners of affected Bonds pursuant to the Trust Agreement.
- (d) Whenever the Master Developer obtains actual knowledge of the occurrence of one or more of the following events, the Master Developer shall within ten (10) Business Days give or cause to be given to the Dissemination Agent and the Corporation notice of any of the following events (each, a **“Project-Related Material Event”**):
- (1) material damage to or destruction of any portion of the Project and status of repair and reconstruction;
  - (2) the filing of any lawsuit with a claim for damages in excess of \$1,000,000 against the Master Developer which may adversely affect the completion of the Project or the financial condition of the Master Developer;

- (3) payment default by the Master Developer or any affiliate thereof on any loan made by a lender to such party with respect to the construction and permanent financing of all or any portion of the Project or any other improvements made by the Master Developer within the Development Area;
  - (4) the filing by or against the Master Developer or any owners of more than 50% interest in the Master Developer of any petition or other proceedings under any bankruptcy, insolvency or similar law or any determination that the Master Developer or an owner of more than 50% interest in the Master Developer is unable to pay its debt as they become due;
  - (5) the failure by the Master Developer or any affiliate of the Master Developer to pay any ad valorem taxes or special assessment for property owned by the Master Developer or any affiliate thereof within the Development Area;
  - (6) suspension for more than 60 days or termination of any disbursements by a lender of loan proceeds to finance all or any portion of the Project;
  - (7) suspension of construction by the Master Developer on the Project or suspension of construction by any other developer of any portion of the Project for more than 90 days; and
  - (8) receipt by the Master Developer or provision by the Master Developer of notice of default or termination under a major lease with any major tenant of the Project located in the Development Area.
- (b) The Master Developer shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Project-Related Material Event, inform the Dissemination Agent of the event and request that the Dissemination Agent promptly file a notice of such occurrence on EMMA with a copy to the Master Developer and the Corporation.
  - (c) The obligations of the Corporation, the Master Developer or the Dissemination Agent to provide the notices to the MSRB under this Agreement are in addition to, and not in substitution of, any of the obligations of the Trustee to provide notices of events of default to Bond owners under the Trust Agreement.

**Section 4. Termination of Reporting Obligation.** The obligations of the parties under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Corporation's obligations under this Continuing Disclosure Agreement or the Trust Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the Corporation, and the Corporation shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Corporation shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3(b)**.

If the Master Developer's obligations under this Continuing Disclosure Agreement or the Master Development Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the Master Developer, and the Master Developer shall have no further responsibility hereunder; provided, however, that the Master Developer's obligations under this Continuing Disclosure Agreement shall not terminate

upon assumption by some other entity unless such entity accepts and assumes the obligations of the Master Developer hereunder and/or under the Master Development Agreement in the form attached hereto as **Exhibit C**.

**Section 5. Dissemination Agent.** (a) The Dissemination Agent agrees to perform such duties, but only such duties, as are specifically set forth in this Agreement, and no implied duties or obligations of any kind shall be read into this Agreement with respect to the Dissemination Agent. The Dissemination Agent's obligation to deliver the information at the times and with the contents described in this Agreement shall be limited to the extent the Corporation and the Master Developer have provided the information required to be provided by each of them to the Dissemination Agent as required by this Agreement. The Dissemination Agent may conclusively rely, as to the truth, accuracy and completeness of the statements set forth therein, upon all notices, reports or other materials furnished to the Dissemination Agent pursuant to this Agreement, and in the case of notices, reports and financial statements required to be furnished to the Dissemination Agent pursuant to this Agreement, the Dissemination Agent shall have no duty whatsoever to examine or verify the same to determine whether they conform to the requirements of this Agreement. The Dissemination Agent shall have no responsibility for either the Corporation's or the Master Developer's failure to report to the Dissemination Agent a Bond-Related Material Event or a Project-Related Material Event, respectively, or a duty to determine the materiality or occurrence thereof. The Dissemination Agent shall have no duty to determine or liability for failing to determine whether the Corporation or the Master Developer have complied with their respective obligations under this Agreement.

(b) The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Corporation, the Master Developer, any Bond owners, the Underwriter or any other party. The Dissemination Agent shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Dissemination Agent unless it shall be proven that the Dissemination Agent engaged in negligent conduct or willful misconduct in ascertaining the pertinent facts related thereto. The Dissemination Agent shall not be liable for any action taken or failure to act in good faith under this Agreement unless it shall be proven that the Dissemination Agent was grossly negligent or engaged in willful misconduct.

(c) The Dissemination Agent may perform any of its duties hereunder by or through attorneys or agents selected by it with reasonable care, it shall be entitled to the advice of counsel concerning all matters arising hereunder, and it may in all cases pay such reasonable compensation as it may deem proper to all such attorneys and agents. The Dissemination Agent shall not be responsible for the acts or negligence of any such attorneys, agents or counsel appointed with reasonable care.

(d) None of the provisions of this Agreement or any notice or other document delivered in connection herewith shall require the Dissemination Agent to advance, expend or risk its own funds or otherwise incur financial liability in the performance of any of the Dissemination Agent's duties or rights under this Agreement.

(e) The Dissemination Agent shall be entitled to compensation for its services hereunder and reimbursement of expenses in connection with its duties hereunder.

(f) The Dissemination Agent may resign as dissemination agent hereunder after giving at least forty-five (45) days' prior written notice thereof to the Master Developer and the Corporation. The Dissemination Agent may be removed for good cause at any time by written notice to the Dissemination Agent from the Corporation; *provided*, that such removal shall not become effective until a successor dissemination agent has been appointed by the Corporation under this Agreement. The initial Dissemination Agent is UMB Bank, N.A.



(g) The Corporation and the Master Developer will indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Corporation and the Master Developer under this Section will survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**Section 6. Amendment, Changes and Modifications.** Notwithstanding any other provision of this Continuing Disclosure Agreement, the Corporation, the Master Developer and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Corporation or the Master Developer) and any provision of this Continuing Disclosure Agreement may be waived, provided that the Corporation has expressly consented in writing to any such amendment or waiver.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the Corporation shall describe such amendment in the same manner as filing notice of a Bond-Related Material Event under this Continuing Disclosure Agreement, and such description shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of information being presented by the Corporation or the Master Developer.

**Section 7. Additional Information.** Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the Corporation or the Master Developer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Semi-Annual Report or notice of occurrence of a Bond-Related Material Event or Project-Related Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the Corporation or the Master Developer choose to include any information in any Semi-Annual Report or notice of occurrence of a Bond-Related Material Event or Project-Related Material Event, as applicable, in addition to that which is specifically required by this Continuing Disclosure Agreement, the Corporation or the Master Developer, as applicable, shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Semi-Annual Report or notice of occurrence of a Bond-Related Material Event or Project-Related Material Event, as applicable.

**Section 8. Default.** If the Corporation, the Master Developer, or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, the Dissemination Agent may (and, at the request of the Underwriter or the owners of at least 25% aggregate principal amount of Outstanding Bonds and upon indemnification to its satisfaction, shall), or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Corporation, the Master Developer or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement or the Loan Agreement, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the Corporation, the Master Developer or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

**Section 9. Notices.** Any notices or other communications to or among any of the parties to this Continuing Disclosure Agreement shall be sufficiently given and shall be deemed given upon receipt if delivered in person or by overnight courier, if given by facsimile, receipt confirmed by telephone, or if mailed by registered certified mail, return receipt requested, postage prepaid, and will be deemed given on

the second day following the date on which such notice or communication is so mailed, addressed, as follows:

|                                |                                                                                                                                      |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| If to the Dissemination Agent: | UMB Bank<br>6034 W. Courtyard Drive, Ste. 370<br>Austin, Texas 7873<br>Attention: Corporate Trust Department                         |
| If to Master Developer:        | Legacy Hutto, LLC<br>4717 Central<br>Kansas City, Missouri 64112<br>Attention: Daniel H. Lowe                                        |
| With a copy to:                | Sandberg Phoenix & von Gontard, P.C.<br>4600 Madison Avenue, Suite 1000<br>Kansas City, Missouri 64112<br>Attention: Richard B. Katz |
| If to the Corporation          | Cottonwood Development Corporation<br>500 W. Live Oak Street<br>Hutto, Texas 78634<br>Attention: Chair                               |

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

**Section 10. Beneficiaries.** This Continuing Disclosure Agreement shall inure solely to the benefit of the Corporation, the Master Developer, the Trustee, the Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 11. Severability.** If any provision in this Continuing Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 12. Governing Law.** This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**Section 13. Electronic Transactions.** The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 14. Assignment.** This Agreement may not be assigned by any party without the written consent of the other parties hereto, as a condition to any such assignment, only upon the assumption in writing of all of the obligations imposed upon such party by this Agreement.

*[Signature appears on the following page]*

**COTTONWOOD DEVELOPMENT  
CORPORATION**

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

**UMB BANK, N.A.,**  
as Dissemination Agent

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

**LEGACY HUTTO, LLC,**  
as Master Developer

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

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE SEMI-ANNUAL REPORT**

**Name of Issuer:** Arizona Industrial Development Authority (the “**Authority**”)

**Name of Issue:** \$\_\_\_\_\_ Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the “**Bonds**”)

**CUSIP:** \_\_\_\_\_

**Date of Issuance:** \_\_\_\_\_, 2019

**NOTICE IS HEREBY GIVEN** that the [Corporation/Master Developer] has not provided a Semi-Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of December 1, 2019. The [Corporation/Master Developer] anticipates that a Semi-Annual Report will be filed by \_\_\_\_\_.

**Dated:** \_\_\_\_\_

**UMB BANK, N.A.,**

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

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

## EXHIBIT B

### FORM OF SEMI-ANNUAL REPORT

**Name of Issuer:** Arizona Industrial Development Authority (the “**Authority**”)

**Name of Issue:** \$\_\_\_\_\_ Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the “**Bonds**”)

**CUSIP:** \_\_\_\_\_

**Date of Issuance:** \_\_\_\_\_, 2019

**Date of Report:** \_\_\_\_\_, 20\_\_

This report is being delivered pursuant to the Continuing Disclosure Agreement dated as of December 1, 2019 (the “**Continuing Disclosure Agreement**”) among the Cottonwood Development Corporation, (the “**Corporation**”), Legacy Hutto, LLC (the “**Master Developer**”), and UMB Bank, N.A., as dissemination agent (the “**Dissemination Agent**”).

For the Semi-Annual Reporting Period ended [June 30][December 31], 20\_\_ :

**Section 1. Master Developer and Project Information.** The Master Developer is to provide the following information for the Semi-Annual Reporting Period ended [June 30][December 31], 20\_\_.

a. **Sale or Acquisition of Land in Development Area Subject to Deed of Trust.** Since the date of the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum), has the Master Developer or any related entity acquired any land in the Development Area or to be included in the Development Area? If so, state the amount of property and its location in the Development Area.

Since the date of the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum) has the Master Developer or any related entity conveyed any of its property in the Development Area to any other unrelated entity? If so, state the amount of property, its location in the Development Area and the name of the purchaser.

b. **Changes in Planned Development.** Provide a narrative description regarding changes to the components of the Project as described in the Limited Offering Memorandum since the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum).

c. **Project Status.** Update the following chart regarding the Project with any information relevant thereto including, as necessary, the addition of new rows. Highlight any changes from the information provided in the previous Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum).

|                      | <u>Use</u> | <u>Anticipated<br/>Units/<br/>Hotel Rooms/<br/>Square Feet</u> | <u>Construction Status</u> | <u>Anticipated<br/>Completion of<br/>Construction<br/>in Progress</u> |
|----------------------|------------|----------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------|
| COMMERCIAL           |            |                                                                |                            |                                                                       |
| RETAIL               |            |                                                                |                            |                                                                       |
| RESIDENTIAL          |            |                                                                |                            |                                                                       |
| ATHLETIC FIELDS      |            |                                                                |                            |                                                                       |
| CONVENTION<br>CENTER |            |                                                                |                            |                                                                       |
| HOTEL                |            |                                                                |                            |                                                                       |

**Section 2. Corporation Information.** The Corporation is to provide the following information for the Semi-Annual Reporting Period ended [June 30][December 31], 20\_\_.

a. **Revenue Fund Deposits.** The amount of Pledged Revenues received by the Corporation and sent to the Trustee for deposit into the Revenue Fund was as follows:

|              | <u>Revenues</u> |
|--------------|-----------------|
| [month]      | \$              |
| [month]      | \$              |
| [month]      | \$              |
| [month]      | \$              |
| [month]      | \$              |
| [month]      | \$              |
| <u>Total</u> | \$              |

b. **Principal Amount of Bonds Redeemed During Semi-Annual Reporting Period.** The principal amount of Bonds redeemed during the Semi-Annual Reporting Period indicated above was \$\_\_\_\_\_, according to the Trustee.

c. **Aggregate Principal Amount of Bonds Redeemed.** The aggregate principal amount of Bonds redeemed since the date of issuance of the Bonds is \$\_\_\_\_\_, according to the Trustee.

d. **Sale or Acquisition of Land in Development Area Subject to Deed of Trust.** Since the date of the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the relevant information disclosed in the Limited Offering Memorandum), has the Corporation acquired any land in the Development Area subject to the Deed of Trust? If so, state the amount of property and its location in the Development Area.

Since the date of the last Semi-Annual Report (or, in the case of the first Semi-Annual Report, since the date of the closing on the Bonds), has the Trustee exercised its right to foreclose upon and sell the land in the Development Area subject to the Deed of Trust? If so, has the Trustee received, or does it anticipate receiving, any proceeds from such sale and, if so, how much and when?



The information contained in this report has been obtained from sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness. The information contained in this report is neither intended nor shall be construed as a document updating the Limited Offering Memorandum for the Bonds, and is neither intended to, nor shall it be, used by the owners or beneficial owners of the Bonds for the purpose of making a subsequent investment decision with respect to the Bonds.

Receipt of this report by any person or entity shall create no obligation or liability of the Corporation, the Master Developer or the Dissemination Agent.

The undersigned hereby certifies that he/she is an authorized representative of the Corporation and the Master Developer and further certifies on behalf of the Corporation and the Master Developer that the information contained in the foregoing report, in **Section 1** with respect to the Master Developer and in **Section 2** with respect to the Corporation, is, to his/her actual knowledge, true, accurate and complete.

\* \* \*

Dated: \_\_\_\_\_, \_\_ 20\_\_

**COTTONWOOD DEVELOPMENT  
CORPORATION**

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

**LEGACY HUTTO, LLC**

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

## EXHIBIT C

### FORM OF ACKNOWLEDGEMENT OF ANY NON-AFFILIATE ASSIGNEE OF MASTER DEVELOPMENT AGREEMENT AND/OR CONTINUING DISCLOSURE AGREEMENT

\_\_\_\_\_ [NAME OF ASSIGNEE] (the “**Assignee**”), as the assignee of the rights and obligations of Legacy Hutto, LLC (the “**Master Developer**”) under the development agreement dated September 20, 2019 (the “**Master Development Agreement**”) between the City of Hutto, Texas (the “**City**”) and the Master Developer and/or assignee of the obligations of the Master Developer under the Continuing Disclosure Agreement dated as of December 1, 2019 (the “**Continuing Disclosure Agreement**”) among the Master Developer, the Cottonwood Development Corporation (the “**Corporation**”) and UMB Bank, N.A., as dissemination agent (the “**Dissemination Agent**”), has received a copy of the Continuing Disclosure Agreement and agrees to provide the information required in **Section 1** of the Semi-Annual Reports to the Dissemination Agent pursuant to the requirements of the Continuing Disclosure Agreement. The Assignee agrees to cause any assignee of all or substantially all of its rights and obligations under the Master Development Agreement to execute and deliver to the Corporation a written acknowledgement and agreement to provide the Semi-Annual Reports pursuant to the Continuing Disclosure Agreement (which acknowledgment and agreement shall be in form and substance similar to this Acknowledgment). In the event the Assignee (or any successor in ownership) fails to perform its obligations under this Acknowledgment, the sole remedy of the Corporation shall be an action to compel performance.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[ASSIGNEE NAME]

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

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

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

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (this “**Agreement**”), entered into this 21<sup>st</sup> day of November 2019 is made by and between the **CITY OF HUTTO, TEXAS**, a municipal corporation and a home-rule city in the State of Texas (the “**City**”) and the **COTTONWOOD DEVELOPMENT CORPORATION**, a public nonprofit corporation created by the City and organized under Chapter 431, Texas Transportation Code, as amended (the “**Corporation**”).

### RECITALS

**WHEREAS**, to promote economic development within its boundaries, the City of Hutto, Texas, a municipal corporation of the State of Texas and a home rule city (the “**City**”), has entered into a development agreement, dated as of September 20, 2019 (the “**Master Development Agreement**”) with Legacy Hutto, LLC, a Missouri limited liability company (the “**Master Developer**”) pursuant to which the parties have agreed to develop a mixed-use development consisting of various uses such as office, convention center, commercial, retail, residential, public athletic fields, recreational and entertainment uses, hotel and aquatic attractions and other complementary uses on approximately 250 acres of land (the “**Development Project**”). The approximately 250 acres on which the Development Project will ultimately be situated is hereinafter referred to as the “**Development Area**”;

**WHEREAS**, to further promote economic development in the Development Area, the City has entered into a multi-party development agreement dated as of October 1, 2019 (the “**Multi-Party Development Agreement**”), by and among the City, the Master Developer, Perfect Game Incorporated, an Iowa corporation, and Sports Facilities Development, LLC, a Florida limited liability company, pursuant to which the parties have agreed to develop, operate and maintain certain aspects of the Development Project;

**WHEREAS**, the City has agreed to create and has commenced the process to create the public improvement district (“**PID**”) under Chapter 372 of the Texas Local Government Code (the “**District**”), to impose PID special assessments (the “**Assessments**” as further defined herein) within the District and to create the Reinvestment Zone Number Two, City of Hutto, Texas, a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code (the “**Reinvestment Zone**”), to facilitate the development of the Development Project, and to make grant payments to the Corporation from PID special assessments generated within the District, incremental property tax revenue generated within the Reinvestment Zone, and incremental hotel occupancy and sales taxes generated within the Development Area pursuant to the Interlocal Agreement (collectively, the “**Pledged Revenues**”);

**WHEREAS**, the Arizona Industrial Development Authority (the “**Authority**”), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona, incorporated with the approval of the Arizona Finance Authority (the “**Arizona Finance Authority**”), pursuant to the provisions of the Constitution and law of the State of Arizona and Title 35, Chapter 5, Section 35-701 *et seq.*, Arizona Revised Statutes, as amended (the “**Act**”);

**WHEREAS**, the Act provides that the Authority may make secured or unsecured loans for the purpose of financing or refinancing the acquisition, construction, improvement, equipping or operating of a project and to pledge the proceeds of loan agreements as security for the payment of the principal and interest of any bonds issued by the Authority, and any agreements made in connection with the loan.;

**WHEREAS**, the Corporation has applied to the Authority to issue bonds on the Corporation's behalf and to make a loan to the Corporation to finance certain of the costs of the acquisition of approximately 255 acres of land (the "**Land**"), pre-development costs associated with the Development and other costs required in connection therewith, and the Authority has accepted such application;

**WHEREAS**, in order to provide a portion of the funds to so finance such costs, the Corporation has requested that the Authority issue revenue bonds under the Act in the form of its Arizona Industrial Development Authority Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project) (the "**Bonds**"), in an aggregate principal amount of not to exceed \$60,000,000, the proceeds of which will be used to: (1) finance a loan to the Corporation which will use the funds for the acquisition of the Land, to pay for certain public improvements and certain pre-development costs for the Development Project; (2) fund capitalized interest for the Bonds, (3) fund the surplus fund and (4) pay the costs of issuance of the Bonds;

**WHEREAS**, the Authority will loan the proceeds of the Bonds to the Corporation pursuant to a loan agreement, dated as of November 21, 2019 (the "**Loan Agreement**"), pursuant to which, among other things, the Corporation has agreed to secure its obligations under the Loan Agreement by executing the Deed of Trust, which will be a first lien on the Land, and pledging its right to receive the Pledged Revenues. Pursuant to the Loan Agreement, the Corporation will execute a note (the "**Note**") and will make payments from Pledged Revenues to the Trustee, as assignee of the Authority, in amounts sufficient to pay the principal of and interest on the Bonds (the "**Note Payments**"). To secure its obligations under the Loan Agreement and the Note, the Corporation will pledge, and grant a security interest in, the Pledged Revenues and deliver the Deed of Trust [\(as defined in the Trust Agreement\)](#) to the Trustee;

**WHEREAS**, the City agrees to transfer all Pledged Revenues in the form of Grant Payments to the Corporation;

**WHEREAS**, the Corporation agrees to accept all such Grant Payments and deposit all Pledged Revenues into a separate account with sub-accounts being created for each unique revenue stream;

**WHEREAS**, the City agrees to deposit seventy-five percent (75%) of the City incremental ad valorem taxes on property located within the Reinvestment Zone boundary into a separate account (the "**Tax Increment**");

**WHEREAS**, the City has begun the process to create the Reinvestment Zone within the requirements of the Zone Act. The Tax Increment that will be collected from the

~~HRZ~~(Reinvestment Zone) each year by the City and it shall be deposited into the Tax Increment Fund;

**WHEREAS**, in 1968, the City of Hutto, Texas adopted a one percent (1%) general sales and use tax pursuant to Chapter 311 of the Texas Tax Code, as amended (the “City General Sales Tax”);

**WHEREAS**, the City has agreed that seventy-five percent (75%) of the City General Sales Tax received on the sales of goods or services as permitted by Texas law within the boundary of the Reinvestment Zone that is not subject to the Emergency Services District (the “ESD District”) shall be paid to the Corporation in accordance with this Agreement;

**WHEREAS**, on July 20, 2017, the City passed and approved Ordinance No. 0-17-07-20-9C (the “EDC Ordinance”), creating the Hutto Economic Development Corporation, Type B (the “EDC”) pursuant to the Development Corporation Act of 1979 and governed by Section 4B of Chapters 501, 502 and 505 of the Texas Government code, as amended (“EDC Act”) and its Articles of Incorporation dated August 7, 2017, as amended;

**WHEREAS**, on November 16, 2017, pursuant to an election held on November 7, 2017, the City adopted Resolution No. R-17-11-16-11C canvassing the returns and declaring the results of such election approving the imposition of a replacement one-half of one percent (0.5%) sales and use tax (“EDC Tax”) for the benefit of the EDC to be used for economic development to benefit the City;

**WHEREAS**, pursuant to the Sales Tax Proceeds Contribution Agreement between the City and the EDC dated November 4, 2019 and approved by the City pursuant to Ordinance No. 0-19 \_\_\_\_\_ and the EDC pursuant to Resolution No. 19-11-04-5P, the EDC has agreed to dedicate a portion of the proceeds of the EDC Tax to the Development Project;

**WHEREAS**, the City and EDC have agreed that seventy-five percent (75%) of the one-half percent (0.50%) EDC Tax revenues received on taxable sales of goods/or services as permitted by Texas law within the boundary of the Reinvestment Zone shall be paid to the Corporation in accordance with this Agreement;

**WHEREAS**, the City has agreed to pay to the Corporation, in accordance with this Agreement, from its share of the ESD District’s two percent (2.0%) sales tax an amount equal to the revenue collected from one and one-eighth percent (1.125%) sales and use tax received on the sales of goods or services as permitted by Texas law within the boundary of the Reinvestment Zone that is subject to the ESD in accordance with this Agreement;

**WHEREAS** the ~~city~~City has begun the process to create the Public Improvement District within the requirements of the PID Act. The PID Assessment will be collected each year by the City and shall be deposited into the Tax Increment Fund.

**WHEREAS**, Assessments will be reflected in a Service and Assessment Plan as approved by the City Council, as amended and updated annually as provided in the PID Act;



**WHEREAS**, the Service and Assessment Plan and the Assessment Ordinance will provide for the terms and amounts of the Assessments. The City shall transfer all of the Assessments, plus interest and any penalties, received to the Corporation in accordance with this Agreement;

**WHEREAS**, the City and the Corporation are entering into this Agreement (1) to administer certain matters related to the payment of the Pledged Revenues the City to the Corporation; (2) authorize the Corporation to acquire the Land; (3) authorize the Corporation to pay the cost of certain improvements related to the Development Project; ~~and~~ (4) authorize the Corporation to pay certain pre-development costs for the Development Project and (5) authorize the Corporation to take all actions necessary to effectuate the issuance of the Bonds; ~~and~~ [and](#)

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## **ARTICLE I** **DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

**“Administrative Expenses”** shall mean the administrative costs and expenses of the City in connection with the performance of its obligations under this Agreement, the Master Development Agreement and any other related agreement to be paid out of the Administrative Fee.

**“Administrative Fee”** shall mean one percent (1.0%) of the City Sales Tax Increment and the City Property Tax Increment.

**“Administrator”** shall mean any entity that the City contracts with to administer the Service and Assessment Plan.

**“Agreement”** means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

**“Assessment Fund”** shall mean the fund to which all Assessments shall be transferred annually pursuant to the PID Act. ~~–~~

**“Assessments”** shall mean the assessments levied against properties in the District, as provided for in an Assessment Ordinance and Service and Assessment Plan that will be adopted, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

**“Assessed Parcels”** shall mean the tax parcels as such tax parcels are amended from time to time, as contained within the boundaries of the District.

**“Authority”** shall have the meaning given in the recitals to this Agreement.

**“Bonds”** shall mean the Authority’s Taxable Revenue Bonds, Series 2019 (Hutto Perfect Game Development Project).

**“Continuing Disclosure Agreement”** shall mean the Continuing Disclosure Agreement of the Corporation, the Master Developer, and the Bond trustee, as Dissemination Agent dated as of ~~November 21, 2019, relating to~~ the date of closing on the Bonds.

**“Corporation”** shall have the meaning given in the recitals to this Agreement.

**“County”** shall mean Williamson County, Texas.

**“Debt”** shall mean any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City or the Corporation related exclusively to the Project.

**“Development Project”** shall have the meaning given in the recitals to this Agreement.

**“District”** shall have the meaning given in the recitals to this Agreement.

**“EDC”** shall mean the Hutto Economic Development Corporation.

**“EDC Act”** shall mean Section 4B of Chapters 501, 502 and 505 of the Texas Government Code, as amended.

**“EDC Ordinance”** shall mean Ordinance No. 0-17-07-20-9C passed and approved by the City Council on July 20, 2017.

**“EDC Revenues”** shall mean seventy -five percent of the unrestricted EDC Tax revenues received on sales within the boundary of the Reinvestment Zone.

**“ESD Agreement”** shall mean the existing agreement between the City and the ESD District and the anticipated revised agreement approved by Resolution No. \_\_\_\_\_ passed and approved by City Council on ~~\_\_\_\_\_~~ November 21, 2019.

**“Grant Payment”** shall mean the Grant payments from the City to the Corporation as described in Section 5.1.

**“Grant Payment Schedule”** shall mean payments by the city to the Corporation of any Pledged Revenues the City has actually received on a monthly basis.

**“Loan Agreement”** shall have the meaning given in the recitals to this Agreement.

**“PID Act”** shall have the meaning given in the recitals to this Agreement.

~~**“Development Project”** shall have the meaning given in the recitals to this Agreement.~~

**“Public Property”** shall mean property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Williamson County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

**“Tax Increment”** shall mean the amount of City ad valorem tax increment that will be collected from the Reinvestment Zone.

**“Trust Agreement”** shall mean the Trust Agreement, dated as of ~~December~~ November 21, 2019 by and between the Authority and UMB Bank, N.A., as trustee, relating to the issuance of the Bonds.

**“Trustee”** shall mean UMB Bank, N.A., in its role as Trustee for the Bonds, and its successors and assigns.

**“Zone”** shall have the meaning given in the recitals to this Agreement.

**“Zone Act”** shall have the meaning given in the recitals to this Agreement.

**“Zone Ordinance”** shall mean Ordinance- \_\_\_\_\_ that will be passed and approved by the City Council on November 21, 2019 creating Reinvestment Zone Number Two, City of Hutto, Texas.

**“Zone Revenues”** shall mean the amount equal to the amounts deposited into the Tax Increment Fund dedicated to the Grant Payments.

All references in this instrument to designated **“Articles,” “Sections”** and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any

way modify or restrict any of the terms or provisions hereof. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

## **ARTICLE II**

### **INCORPORATION OF RECITALS**

The RECITALS set forth in the Preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Article.

## **ARTICLE III**

### **SCOPE OF AGREEMENT**

This Agreement establishes provisions for the Corporation to act on behalf of the City in the financing of the Development Project pursuant to the Loan Agreement. ~~This~~The City and the Corporation agree that this Agreement shall not ~~be amended or terminated~~, prior to the time that the Bonds are no longer outstanding under the ~~Indenture~~Trust Agreement, be (i) amended in a manner that changes the sources of Pledged Revenues as described in this Agreement or otherwise negatively impacts the Pledged Revenues available for payment of debt service on the Bonds, or (ii) terminated.

## **ARTICLE IV**

### **POWERS AND DUTIES OF THE CORPORATION**

Section 4.1 Loan Agreement. The City authorizes the Corporation to enter into the Loan Agreement. The Corporation will request, and the City agrees that it shall assist, the Corporation in complying with any applicable requirements of the Corporation set forth in the Loan Agreement.

Section 4.2 Power to Incur Other Obligations. Subject to the provisions of this Agreement, the Corporation shall have the power from time to time to incur other ~~Obligations~~obligations and enter into contracts with consultants upon such terms and conditions as the Corporation shall determine to be necessary or desirable, subject to the approval of the City

## **ARTICLE V**

### **REVENUES**

Section 5.1 Pledge of Grant Payment. The City covenants that the Pledged Revenues generated within the Reinvestment Zone will be transferred to the Corporation pursuant to the Schedule of Grant Payments as provided in Exhibit A. ~~The City shall transfer the following Grant Payments to the Corporation for a term of years coterminous with the term of the Bonds:~~

- (a) Pledged Revenues:

(1) Within the Reinvestment Zone, 75% of the City's incremental ad valorem tax revenue;

(2) Within the Reinvestment Zone and within land not subject to ~~an agreement with the Emergency Services District (the~~ the ESD Agreement<sup>2)</sup>, 75% of the 1.00% City General Sales tax and 75% of the 0.50% EDC Tax (remaining after payment of debt service on a series of bonds to which the economic development sales tax is pledged) for a total pledge of 1.125% of the incremental sales tax generated within the Reinvestment Zone.

(3) Within the Reinvestment Zone and within land subject to the ESD Agreement, no less than 1.125% of the incremental ESD Sales Tax. The City currently receives 1.20% of the ESD Sales Tax however the ESD Agreement is anticipated to be revised within the Reinvestment Zone. The goal of a revised ESD Agreement within the Reinvestment Zone shall be as follows:

(i) 25% to ESD (or 0.50% of the 2.00%)

(ii) 75% to City (or 1.50% of the 2.00%)

(1) 75% to the Project (or 1.125% of the 1.50%)

(2) 25% to the City General Fund (or 0.375% of the 1.50%)

(4) Within the Reinvestment Zone, 100% of the City's Hotel Occupancy Tax revenues; and

(5) Within the Reinvestment Zone, 100% of the Assessment revenues in the Assessment Fund.

Section 5.2 The Corporation shall use the Grant Payments in accordance with its requirements under the Loan Agreement.

### ~~Other Matters~~

~~(a) — The Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval.~~

~~(b) — Assessments on any portion of the Assessed Parcels will bear a direct proportional relationship to and be less than or equal to the special benefit of the Public Improvements within the District.~~

~~(c) Assessments on any portion of the Assessed Parcels may be increased so long as the Assessments are determined in accordance with the Service and Assessment Plan approved by the City in compliance with applicable laws, including applicable public hearing requirements.~~

~~(d) The City, through its City Manager, may request any additions to the Project or any component thereof whenever the City deems such changes to be necessary and appropriate; provided, however, that no such change shall (a) impair the ability of the City to make the Grant Payments, (b) increase or reduce the amount of the Grant Payments, (c) cause to be included in the Development Project any property not constituting property useful in the performance of the City's powers, projects and purposes, (d) cause the Public Improvements or any such component thereof to have an estimated useful life materially shorter than the estimated useful life of the Public Improvements or such component prior to such change, or (e) include any property or improvement not authorized by the PID Act. Any such change shall be implemented by City's filing with the Corporation and the Authority a description of such change and the adoption of an updated Service and Assessment Plan.~~

### Section 5.3    Collection of Assessments.

(a) The City, as authorized by the PID Act and other applicable law, shall continuously collect or cause to be collected Assessments levied pursuant to the Service and Assessment Plan during the terms of this Agreement and the Loan Agreement in the manner and to the extent permitted or required by the PID Act and any applicable law. The City will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Assessed Parcels until the Assessments related to that particular portion of the Assessed Parcels are no longer outstanding, other than as provided in Section 5.6 and Section 6.66.5 hereto, whether as a result of payment in full, defeasance, or otherwise. The City shall collect the Assessments consistent with the requirements of the PID Act and the City's policies and standard practices applicable to the collection of City taxes and assessments, as required by law. All Administrative Expenses incurred by the City shall be paid from the Administrative Fee.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, the Assessment revenues collected will be deposited in the Assessment Fund and used thereafter to pay a portion of the Grant Payments.

(c) Further notwithstanding anything to the contrary contained herein, the City agrees to use best efforts to contract with Williamson County Tax Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Parcels and will be collected as part of and in the same manner as ad valorem taxes. All Administrative Expenses incurred by the County shall be paid from the Grant Payments of the Assessments.

(d) The Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval.



(e) Assessments on any portion of the Assessed Parcels will bear a direct proportional relationship to and be less than or equal to the special benefit of the Public Improvements within the District.

(f) Assessments on any portion of the Assessed Parcels may be increased so long as the Assessments are determined in accordance with the Service and Assessment Plan approved by the City in compliance with applicable laws, including applicable public hearing requirements.

The City, through its City Manager, may request any additions to the Project or any component thereof whenever the City deems such changes to be necessary and appropriate; provided, however, that no such change shall (i) impair the ability of the City to make the Grant Payments, (ii) increase or reduce the amount of the Grant Payments, (iii) cause to be included in the Development Project any property not constituting property useful in the performance of the City's powers, projects and purposes, (iv) cause the Public Improvements or any such component thereof to have an estimated useful life materially shorter than the estimated useful life of the Public Improvements or such component prior to such change, or (v) include any property or improvement not authorized by the PID Act. Any such change shall be implemented by City's filing with the Corporation and the Authority a description of such change and the adoption of an updated Service and Assessment Plan.

Section 5.4 Approval and Recordation of Assessments through Landowner Agreement. Concurrent with the levy of Assessments on the Assessed Parcels, the owners of the Assessed Parcels ("**Owners**") are expected to execute one or more Landowner Agreement(s) (herein so called) in which the Owners approved and accepted the apportionment of Assessments in the Service and Assessment Plan and the levy of the Assessments by the City. The Landowner Agreement further (a) evidences that the Assessments are covenants running with the land that will bind any and all current and successor owners of the applicable Assessed Parcels to the Assessments, including applicable penalties and interest thereon, as and when due and payable thereunder, (b) provides that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (c) provides that the lien created by the levy of the Assessments is a first and prior lien on the Assessed Parcels, subject only to liens for ad valorem taxes of the City, County, school district, special district or other political subdivision, or a lien of the Department of Treasury of the United States of America.

Section 5.5 Summary of City Responsibilities Regarding the Assessments. The City's responsibility under this Agreement shall be limited as follows:

(a) Contract with the Williamson County Appraisal District or other third party to collect the Assessments;

(b) Establish the assessment account provided in the Service and Assessment Plan (referred to herein as the Assessment Fund) to receive the funds collected from Assessments;

(c) Collect and pay Administrative Expenses as provided herein;

(d) Direct the Administrator to take all reasonable efforts to collect Assessments including foreclosure of any lien securing delinquent Assessment as provided in Section 7.01;

(e) Deposit Assessment revenues received, including funds received from foreclosure sales and prepayment of Assessments, into the Assessment Fund; and

(f) Transfer funds out of the Assessment Fund to the Corporation as provided in this Agreement.

## **ARTICLE VI**

### **PURCHASE AND TRANSFER OF THE LAND**

Section 6.1 Purchase and Transfer of the Land. The City authorizes the Corporation to finance and/or refinance all of the costs of the acquisition of the ~~land~~Land comprising the Reinvestment Zone. The City agrees to transfer all right, title and interest in certain parcels of land in the Reinvestment Zone that it currently owns to the Corporation subject to the City complying with the applicable statutory requirements. The acquisition and financing of the ~~land~~Land shall not need any further approvals by the City.

#### Section 6.2 Grant Payments.

(a) The City shall make the Grant Payments to the Corporation, as provided in Section 5.1 and described herein.

(b) The Grant Payments shall be due and payable to the Corporation as provided in “Exhibit A”. The Grant Payments shall be special obligations of the City, payable, as provided herein, solely from Pledged Revenues.

(c) ~~(e)~~ Each Grant Payment shall be paid in lawful money of the United States of America, in immediately available funds. ~~(d)~~

(d) Unless otherwise so requested by the Corporation, the Corporation hereby directs the City to deposit each Grant Payment and the City agrees to deposit each Grant Payment and any other payment under this agreement in the ~~Assessment~~Grant Fund [with UMB Bank, N.A. [in account no. \_\_\_\_\_]] as Trustee with respect to the Bonds, to be applied in accordance with the requirements of the Trust Agreement.

#### Section 6.3 Obligation Absolute.

(a) Neither the faith and credit nor the taxing power of the City, the Corporation, the State of Texas nor any political subdivision or agency thereof is pledged to the payment of the Grant Payments or other payments required to be made by the City pursuant hereto.

(b) The obligation of the City to make the Grant Payments and other payments required to be made by it pursuant hereto, solely from the sources and in the manner provided herein, is absolute and unconditional during the term of this Agreement, and until such time as

the Grant Payments and such other payments shall have been paid in full, the City shall not discontinue or suspend any Grant Payment or other payment required to be made by it pursuant hereto when due, or dissolve the Corporation.

(c) The City will not pledge, bargain, sell, convey, place or allow any lien to be placed on any revenue generated in the ~~Development Area and granted by the City to the Corporation~~ boundary of the Reinvestment Zone, other than the lien on the Pledged Revenues.

Section 6.4 ~~Section 6.3~~ Pledge. Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the payment of the Bonds in accordance with the provisions of this Agreement and the PID Act, the City hereby pledges to the Corporation, and grants thereto a lien on and a security interest in, all of the Assessment revenues. Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the City, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, this Agreement, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

Section 6.5 ~~Section 6.4~~ Assessment Fund.

(a) The City shall establish the Assessment Fund. The Assessment Fund shall be maintained, administered and controlled (including signatory authority) by the City and shall not be commingled with any other funds of the City except as provided herein. The funds in the Assessment Fund shall be dedicated solely to the payment of Grant Payments.

(b) On or before each ~~Grant Payment Date~~ grant payment date, the City shall withdraw from the Assessment Fund the balance therein and shall pay such amount to the Corporation.

Section 6.6 ~~Section 6.5~~ Mandatory Prepayment from Assessments Prepayments.

(a) The Assessment Payments shall be subject to mandatory prepayment from any prepaid Assessment to be applied to such prepayment, in whole or in part, within 30 days of the receipt of such prepaid Assessment by the City, at a prepayment price equal to 100% of the principal component of the Grant Payments to be prepaid, plus the accrued but unpaid interest component of such Grant Payments to be prepaid to the date of such prepayment.

(b) If less than all the Assessment Payments are prepaid pursuant to this Section, the Grant Payments shall be prepaid on a pro rata basis based on the principal components thereof, to the extent practicable.

(c) The City shall give the Corporation and the Trustee written notice of the receipt by the City of prepaid Assessments within ten business days of such receipt and shall specify in such written notice the date on which the Grant Payments to be prepaid from such prepaid

Assessment will be so prepaid, which date, as provided in subsection (a) of this Section, shall be within 30 days of such receipt.

## **ARTICLE VII**

### **REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Section 7.1 Representations and Warranties of the City. The City makes the following covenants, representations and warranties for the benefit of the Corporation:

(a) The City is a municipal corporation and political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State of Texas, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt the Assessment Ordinance once all steps in the PID process have been completed, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City shall approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Ordinance.

(c) The City shall comply with all requirements of the PID Act so as to assure the timely collection of Assessments.

(d) The City shall determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the City are delinquent in the payment of Assessment and, if such delinquencies exist, City shall order and cause to be commenced no later than 45 days after the determination of such delinquency, and thereafter diligently cause to be prosecuted pursuant to any then-existing contract with the County Tax Assessor/Collector or, if no contract, pursuant to Texas law, for the enforcement of the City's assessment liens, an action in court to foreclose the lien of any Assessment not paid when due.

(e) The City shall not issue or incur any Debt payable from the Assessments.

(f) The City shall approve all documents and orders required to effectuate the creation and operation of the Tax Increment Investment Zone.

(g) The City shall comply with all requirements of the Texas Tax Code, as amended, that are necessary to collect the City's local Sales Tax and Hotel Occupancy Tax within the Development Area

All representations, covenants and warranties of the City under this Agreement survive the issuance of the Bonds.

Section 7.2 Covenants and Representations of Corporation. The Corporation makes the following representations and covenants for the benefit of the City:

(a) The Corporation represents that the Corporation is a public nonprofit corporation created by the City and organized under Chapter 431, Texas Transportation Code, as amended,

has the ability to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Corporation represents that the Corporation has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Corporation.

(c) The Corporation represents that this Agreement is a valid and enforceable obligation of the Corporation and is enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Corporation covenants that it will not commit or knowingly permit any act in, upon or to the Assessed Parcels or the Development Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority now or hereafter affecting the Assessed Parcels or the Project.

(e) The Corporation and Master Developer shall enter into and comply with the Continuing Disclosure Agreement as set forth hereto as "**Exhibit A**"**B**."

## **ARTICLE VIII**

### **DEFAULT AND REMEDIES**

**Section 8.1** Event of Default. The occurrence, from time to time, of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) A failure by City to pay any Grant Payment when and as the same shall become due and payable.

(b) Either of the City or the Corporation (a "**Party**") shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

**Section 8.2** No Acceleration. The Grant Payments shall not be subject to acceleration hereunder.

**Section 8.3** Corporation Remedies. If an Event of Default shall have occurred and be continuing, Corporation or any Transferee, shall have the right:

(a) by mandamus, suit, action or proceeding, to compel the City and its officers, agents or employees to perform each and every term, provision and covenant contained in this Agreement, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it by this Agreement;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the rights of the Corporation or any Transferee; or

(c) by suit, action or proceeding in any court of competent jurisdiction in Williamson County, Texas, to require the City and its officers and employees to account as if it and they were the trustees of an express trust.

Section 8.4 City Remedies. If an Event of Default shall have occurred and be continuing, the City shall have the right to bring a suit, action or proceeding in any court of competent jurisdiction to require the Corporation to perform its obligations under this Agreement.

Section 8.5 Remedies Not Exclusive. No remedy herein conferred upon or reserved to City or the Corporation is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 8.6 Termination of Proceedings. In case any proceedings taken by Corporation or any Transferee on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to Corporation, then in every such case City and Corporation, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of City and Corporation shall continue as though no such proceedings had been taken.

Section 8.7 No Waiver of Default. No delay or omission of the City or the Corporation to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, and every power and remedy given by this Agreement to the City or the Corporation may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE IX** **GENERAL PROVISIONS**

Section 9.1 Notices. Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:



|                        |                                                                                                                                                                                                        |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the City:        | City of Hutto, Texas<br>Attention: Odis Jones, City Manager<br>401 W. Front St.<br>Hutto, Texas 78634<br>E-mail: <a href="mailto:odis.jones@huttotx.gov">odis.jones@huttotx.gov</a>                    |
| If to the Corporation: | Cottonwood Development Corporation<br>Attention: Chair<br>401 W. Front St.<br>Hutto, Texas 78634<br>E-mail: <a href="mailto:odis.jones@huttotx.gov">odis.jones@huttotx.gov</a>                         |
| With a copy to:        | McGinnis Lochridge, LLP<br>Attention: William H. Bingham<br>600 Congress, Suite 2100<br>Austin, Texas 78701<br>E-Mail: <a href="mailto:bbingham@mcginnislaw.com">bbingham@mcginnislaw.com</a>          |
| With a copy to:        | Greenberg Traurig, LLP<br>Attention: Karen Kennard<br>300 West 6 <sup>th</sup> Street, Suite 2050<br>Austin, Texas 78701<br>E-Mail: <a href="mailto:kennardk@gtlaw.com">kennardk@gtlaw.com</a>         |
| If to the Trustee:     | UMB Bank, N.A.<br>Attention: Jose Gaytan<br>6034 W. Courtyard Drive<br>Austin, Texas 78730<br>E-Mail: <a href="mailto:Jose.Gaytan@umb.com">Jose.Gaytan@umb.com</a>                                     |
| With a copy to:        | Bracewell LLP<br>Attention: Carey Troell<br>300 Convent Street<br>Suite 2700<br>San Antonio, Texas<br>78205-3723<br>E-Mail: <a href="mailto:carey.troell@bracewell.com">carey.troell@bracewell.com</a> |

Section 9.2 Administration of District. Pursuant to a separate agreement, the Corporation may contract with a third party to serve as the Administrator and to administer the District after the date hereof. The Administrative Expenses shall be collected as part of and in the same manner as the Grant Payments and the Assessments in the amounts set forth in the Service and Assessment Plan.

**Section 9.3 Construction of Certain Terms.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to the Corporation, its Transferees, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to “Exhibits” are to the designated Exhibits to this Agreement.
- (g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”
- (i) Unless the context otherwise requires, a reference to the “Assessed Parcels,” the “Public Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”
- (j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.
- (k) The Parties hereto acknowledge that each such Party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting Party shall not apply in the interpretation of this Agreement.

Section 9.4 Titles and Headings. The titles of the Articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.5 Amendments. This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties. Approval of amendments on behalf of the City have been delegated to and may be made by the City Manager.

Section 9.6 Time. 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 9.7 Counterparts. 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 9.8 Entire Agreement. This Agreement contains the entire agreement of the Parties.

Section 9.9 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, 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 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 9.10 Third Party Beneficiary. Any Transferee of the Corporation is a third-party beneficiary of this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if such Transferee was a party hereto.

Section 9.11 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

**~~Exhibit A Grant Payment Schedule~~**

[EXECUTION PAGES FOLLOW]

IN TESTIMONY OF WHICH this Agreement has been executed on behalf of the Corporation and the City.

**CITY OF HUTTO, TEXAS**

---

City Manager

ATTEST/SEAL:

---

City Secretary

**COTTONWOOD DEVELOPMENT  
CORPORATION**

---

Chair, Board of Directors

ATTEST:

---

Secretary, Board of Directors

## EXHIBIT A

### GRANT PAYMENT SCHEDULE

| <u>Pledged Revenues:</u>                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Frequency</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <u>(1) Within the Reinvestment Zone, 75% of the City's incremental ad valorem tax revenue;</u>                                                                                                                                                                                                                                                                                                                                               | <u>Monthly</u>   |
| <u>(2) Within the Reinvestment Zone and within land not subject to an agreement with the Emergency Services District (the "ESD Agreement"), 75% of the 1.00% City General Sales tax and 75% of the 0.50% EDC Tax (remaining after payment of debt service on a series of bonds to which the economic development sales tax is pledged) for a total pledge of 1.125% of the incremental sales tax generated within the Reinvestment Zone;</u> | <u>Monthly</u>   |
| <u>(3) Within the Reinvestment Zone and within land subject to the ESD Agreement, no less than 1.125% of the incremental ESD Sales Tax. The City currently receives 1.20% of the ESD Sales Tax however the ESD Agreement is anticipated to be revised within the Reinvestment Zone;</u>                                                                                                                                                      | <u>Monthly</u>   |
| <u>(4) Within the Reinvestment Zone, 100% of the City's Hotel Occupancy Tax revenues; and</u>                                                                                                                                                                                                                                                                                                                                                | <u>Monthly</u>   |
| <u>(5) Within the Reinvestment Zone, 100% of the Assessment revenues in the Assessment Fund.</u>                                                                                                                                                                                                                                                                                                                                             | <u>Monthly</u>   |



**EXHIBIT B**

**CONTINUING DISCLOSURE AGREEMENT**

**Exhibit F-22**

**ACTIVE 47099022v1**

ACTIVE ~~47017114v18~~[47223113v3](#)

Document comparison by Workshare 9.5 on Wednesday, November 20, 2019  
7:03:18 AM

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| Document 1 ID | interwovenSite://DMS-AMERICAS/ACTIVE/47017114/18                                           |
| Description   | #47017114v18<ACTIVE> - Hutto/Cottonwood Dev Corp - Interlocal Agreement (GT Working Draft) |
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| Rendering set | GT-1                                                                                       |

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| Padding cell              |  |

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|                | Count |
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| Moved to       | 0     |
| Style change   | 0     |
| Format changed | 0     |
| Total changes  | 131   |

Special Called City Council

## **AGENDA ITEM**

**10.H.**



---

**To:** City Council

**Subject:** Public hearing, consideration and possible action for a Resolution authorizing and creating a Sports, Health, and Entertainment District public improvement district.

**Meeting:** City Council – 21 Nov. 2019

**Department:** Economic Development

**Staff Contact:** Jessica Geray

### **BACKGROUND INFORMATION:**

This item is related to the Sports, Health, and Entertainment District, formerly called the Sports and Health District & Project Expansion.

A Public Improvement District allows for an assessment to be levied on parcels in order to pay for qualified public improvements such as utilities, parks and streets. This item only creates the boundary for the District. The next steps will require a services and assessment plan to be prepared which will further evaluate the assessment and the parcels to be assessed and two additional public hearings and notice prior to an assessment being set or levied.

### **RECOMMENDATION:**

Staff recommends approval

### **ATTACHMENTS:**

Resolution  
Petitions

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT  
TO FINANCE IMPROVEMENTS FOR DEVELOPMENT OF THE  
SPORTS AND HEALTH DISTRICT**

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 generally depicted in Exhibit A attached hereto (the "*Land*") within the City of Hutto, Texas (the "*City*"), and in support of this petition the Petitioners would present the following:

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.

Section 2. General Nature of the Proposed Construction and Maintenance of the 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, pedestrian malls, fountains, signs, art, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction, widening, narrowing, closing, rerouting and improvement of streets, roadways, rights-of-way and related facilities; (v) acquisition, construction, or improvement of off-street parking facilities; (vi) projects similar to those listed in subsections (i) – (v) above; (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vi) above, including costs of establishing, administering and operating the District and any other costs permitted under the Act.

Section 3. Estimated Cost and Terms of the Proposed Construction of the Public Improvements. The estimated cost of the proposed construction is \$100,000,000.00 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the District are depicted on Exhibit A 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.

**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.

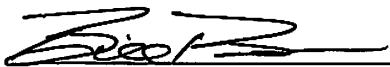
**Section 8. Advisory Board.** An advisory board may be established by the City Council of the City (the "*City Council*") and recommend an improvement plan to the City Council.

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.

[Signatures on following pages]

**PETITIONERS:**

**JONAH SPECIAL UTILITY DISTRICT**

By:   
Bill Brown, General Manager



**EXHIBIT A**  
**PROPERTY DEPICTION**



**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT  
TO FINANCE IMPROVEMENTS FOR DEVELOPMENT OF THE  
SPORTS AND HEALTH DISTRICT**

THE STATE OF TEXAS     §  
                                          §  
CITY OF HUTTO           §

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

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(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.

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.

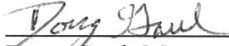
Section 8. Advisory Board. An advisory board may be established by the City Council of the City (the "*City Council*") and recommend an improvement plan to the City Council.

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.

[Signatures on following pages]

**PETITIONERS:**

**CITY OF HUTTO**

By:   
Doug Gaul, Mayor

ATTEST:

  
Lacie Hale, City Secretary

**COTTONWOOD DEVELOPMENT  
CORPORATION**

By:   
Odis Jones, City Manager  
of the City of Hutto

ATTEST:

  
Lacie Hale, City Secretary  
of the City of Hutto

**EXHIBIT A**  
**PROPERTY DEPICTION**



**CITY OF HUTTO RESOLUTION NO. R-\_\_\_\_\_**

**RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING  
AND CREATING THE SPORTS, HEALTH, AND ENTERTAINMENT  
PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF HUTTO,  
TEXAS PURSUANT TO CHAPTER 372 TEXAS LOCAL GOVERNMENT  
CODE**

**WHEREAS**, the City Council of the City (the “**City Council**”) of Hutto, Texas (the “**City**”) has received a petition (the “**Petition**”) requesting creation of a public improvement district (the “**District**”) under Chapter 372 of the Texas Local Government Code (the “**Act**”), from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Williamson County) in the proposed District and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

**WHEREAS**, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

**WHEREAS**, the boundaries of the proposed District are described in as Exhibit A attached hereto, said area for the District being within the boundaries and/or the extraterritorial jurisdiction of the City; and

**WHEREAS**, after providing all notices required by the Act, the City conducted a public hearing on the advisability of the improvements described in the Petition;

**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.

**SECTION 2.** The Petition submitted to the City was filed with the City Secretary and complies with Subchapter A of the Act.

**SECTION 3.** Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.
- (b) General Nature of the 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, pedestrian malls, fountains, signs, art, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction, widening, narrowing, closing, rerouting and improvement of streets, roadways, rights-of-way and related facilities; (v) acquisition, construction, or improvement of off-street parking facilities; (vi) projects similar to those listed in subsections (i) – (v) above; (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vi) above, including costs of establishing, administering and operating the District and any other costs permitted under the Act.

- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$100,000,000.00 (including issuance and other financing costs).
- (d) Boundaries. The boundaries of the District are shown on the map of the district in Exhibit A.
- (e) 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.
- (f) 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.
- (g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.

- (h) Advisory Body. The District shall be currently managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

**SECTION 4.** The Sports, Health, and Entertainment Public Improvement District is hereby authorized and created as a Public Improvement District under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution.

**SECTION 5.** The City's staff is directed to give notice of the authorization for the establishment of the Sports, Health, and Entertainment Public Improvement District by publishing a copy of this Resolution once in a newspaper of general circulation within the City. Such authorization shall take effect and the Sports, Health, and Entertainment Public Improvement District shall be deemed to be established effective upon the publication of such notice. The Sports, Health, and Entertainment Public Improvement District shall exist until dissolved or terminated as provided by law.

**SECTION 6.** This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

**PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO on the 21<sup>st</sup> day of November, 2019.**

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Doug Gaul, Mayor  
CITY OF HUTTO

ATTEST:

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Lacie Hale, City Secretary  
CITY OF HUTTO

City Council  
**AGENDA ITEM**  
**10.I.**



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**To:** City Council

**Subject:** Consideration and possible action for a Resolution to request participation from Williamson County by way of economic development incentives for the Sports, Health, and Entertainment District.

**Meeting:** City Council – 21 Nov. 2019

**Department:** Economic Development

**Staff Contact:** Jessica Geray

**BACKGROUND INFORMATION:**

This item is related to the Sports, Health, and Entertainment District, formerly called the Sports and Health District & Project Expansion.

This item acknowledges that the City Council desires to approach Williamson County to request their participation into the Sports, Health, and Entertainment District.

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. R-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF  
HUTTO TO REQUEST PARTICIPATION FROM WILLIAMSON  
COUNTY BY WAY OF ECONOMIC DEVELOPMENT INCENTIVES  
FOR THE SPORTS, HEALTH, AND ENTERTAINMENT DISTRICT.**

**WHEREAS**, on November 21, 2019, the City Council of the City of Hutto, Texas (the “**City**”) passed and approved Resolution No. R-\_\_\_\_\_ authorizing the creation of the Sports, Health, and Entertainment District (the “**District**”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “**PID Act**”); and

**WHEREAS**, the City also desires to have Williamson County (the “**County**”) enter into an economic development agreement pursuant to Chapter 381, Texas Local Government Code, as amended (the “**381 Agreement**”) with the City to provide economic development incentives from the County in support of the District; and

**WHEREAS**, the County is authorized under Chapter 381 of the Texas Local Government Code to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the County.

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

**Section 1. Recitals.** The findings, determinations and actions described in the recitals of this Resolution are true and correct, and are hereby incorporated and adopted as part of this Resolution for all purposes.

**Section 2. Authorization.** The City Council hereby directs City representatives to request participation from the County for the purpose of providing additional incentives in support of the District.

**Section 3. Further Proceedings.** The City and all officers and other appropriate officials and staff of the City are hereby authorized and directed to do all things necessary and/or convenient to carry out the terms of this Resolution authorized herein.

**Section 4. Notice.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject to the meeting of the City Council of the City at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof have been discussed, considered and formally

acted upon. The City Council of the City further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and upon its adoption.

**CONSIDERED and RESOLVED** by the City Council of the City of Hutto on this **21<sup>st</sup>** day of **November, 2019**.

**THE CITY OF HUTTO, TEXAS**

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Doug Gaul, Mayor

**ATTEST:**

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Lacie Hale, City Secretary

## RESOLUTION NO. R-\_\_\_\_\_

### A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HUTTO TO REQUEST PARTICIPATION FROM WILLIAMSON COUNTY BY WAY OF ECONOMIC DEVELOPMENT INCENTIVES FOR THE SPORTS, HEALTH, AND ENTERTAINMENT DISTRICT.

**WHEREAS**, on November 21, 2019, the City Council of the City of Hutto, Texas (the “City”) passed and approved Resolution No. R-\_\_\_\_\_ authorizing the creation of the Sports, Health, and Entertainment District (the “District”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “PID Act”); and

**WHEREAS**, the City also desires to have Williamson County (the “County”) enter into an economic development agreement pursuant to Chapter 381, Texas Local Government Code, as amended (the “381 Agreement”) with the City to provide economic development incentives from the County in support of the District; and

**WHEREAS**, the County is authorized under Chapter 381 of the Texas Local Government Code to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the County.

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

**Section 1. Recitals.** The findings, determinations and actions described in the recitals of this Resolution are true and correct, and are hereby incorporated and adopted as part of this Resolution for all purposes.

**Section 2. Authorization.** The City hereby [directs City representatives agrees](#) to request participation from [the](#) County for the purpose of providing additional incentives in support of the District.

**Section 3. Further Proceedings.** The City and all officers and other appropriate officials and staff of the City are hereby authorized and directed to do all things necessary and/or convenient to carry out the terms of this Resolution authorized herein.

**Section 4. Notice.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject to the meeting of the City Council of the City at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof have been discussed, considered and formally



acted upon. The City Council of the City further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and upon its adoption.

**CONSIDERED and RESOLVED** by the City Council of the City of Hutto on this **21<sup>st</sup>** day of **November, 2019.**

**THE CITY OF HUTTO, TEXAS**

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Doug Gaul, Mayor

**ATTEST:**

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Lacie Hale, City Secretary

City Council  
**AGENDA ITEM**  
**10.J.**



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**To:** City Council

**Subject:** Consideration and possible action for a Resolution to authorize the City Manager to enter into an amendment to the Williamson County Emergency Services District No. 3 related to the Sports, Health, and Entertainment District.

**Meeting:** City Council – 21 Nov. 2019

**Department:** Economic Development

**Staff Contact:** Jessica Geray

**BACKGROUND INFORMATION:**

This item is related to the Sports, Health, and Entertainment District, formerly called the Sports and Health District & Project Expansion.

This item authorizes the City Manager to enter into an amendment to an Interlocal Agreement with the Williamson County Emergency Services District related to sales tax collection. The current agreement allocates 60% of the taxes to the City and 40% to the ESD for areas that are not in the City limits as of September 2017. For the area within the District only, the amendment proposes a 75% split to the City and a 25% split to the ESD.

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. R-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HUTTO TO REQUEST PARTICIPATION FROM WILLIAMSON COUNTY BY WAY OF ECONOMIC DEVELOPMENT INCENTIVES FOR THE SPORTS, HEALTH, AND ENTERTAINMENT DISTRICT.**

**WHEREAS**, on November 21, 2019, the City Council of the City of Hutto, Texas (the “City”) passed and approved Resolution No. R-\_\_\_\_\_ authorizing the creation of the Sports, Health, and Entertainment District (the “**District**”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “**PID Act**”); and

**WHEREAS**, the City also desires to have Williamson County (the “**County**”) enter into an economic development agreement pursuant to Chapter 381, Texas Local Government Code, as amended (the “**381 Agreement**”) with the City to provide economic development incentives from the County in support of the District; and

**WHEREAS**, the County is authorized under Chapter 381 of the Texas Local Government Code to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the County.

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

**Section 1. Recitals.** The findings, determinations and actions described in the recitals of this Resolution are true and correct, and are hereby incorporated and adopted as part of this Resolution for all purposes.

**Section 2. Authorization.** The City hereby agrees to request participation from County for the purpose of providing additional incentives in support of the District.

**Section 3. Further Proceedings.** The City and all officers and other appropriate officials and staff of the City are hereby authorized and directed to do all things necessary and/or convenient to carry out the terms of this Resolution authorized herein.

**Section 4. Notice.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject to the meeting of the City Council of the City at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof have been discussed, considered and formally acted upon. The City Council of the City further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and upon its adoption.

**CONSIDERED and RESOLVED** by the City Council of the City of Hutto on this **21<sup>st</sup>** day of **November, 2019**.

**THE CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

**ATTEST:**

\_\_\_\_\_  
Lacie Hale, City Secretary

STATE OF TEXAS                      §  
COUNTY WILLIAMSON          §

**SECTION 2(b)** Notwithstanding Section 2(a), after the Effective Date of this First Amendment, WCESD#3 agrees to allocate to the City seventy-five percent (75%) of the local sales tax and use taxes actually received in hand by the Texas Controller for the properties identified on **Exhibit A** to the Agreement, excluding any fees, deductions or reallocations imposed by the Texas Controller, attributable to the sales taxes derived from the property described on **Exhibit A** only (the "Additional City Allocation"). The WCESD#3 shall retain the remaining twenty-five percent (25%) for its sole use ("District Reallocation").

**SECTION 3.** All provisions of the Agreement, except those provisions modified by this First Amendment, shall remain in full force and effect and shall control the allocation, receipt and distribution of sales and use tax receipts.

**SECTION 4.** The initial term of this First Amendment shall be commensurate with the initial term of the Agreement, which is five (5) years from the effective date of the Agreement. The renewal and expiration of the Agreement shall control the renewal and expiration of this First Amendment. Except as specifically provided herein, neither of the Parties will have any further obligation or liability to the other party upon expiration of the then current term of the Agreement. Provided, however, that unless otherwise terminated by either party hereto, this First Amendment and the Agreement shall automatically renew for additional five (5) year term at the end of each five (5) year term. Either party may terminate this Agreement by providing written notice of termination of this Agreement to the other party at least one (1) year prior to the date of termination. The City and WCESD#3 may, by written amendment, agreed to extend the term of this Agreement. Pursuant to Section 791.011(d), Texas Government Code, this Agreement and any amendment must be authorized by the governing body of each party to the Agreement and each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party.

**IN WITNESS WHEREOF**, this First Amendment is hereby executed be effective on the date set forth above.

(signatures to follow)

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3      CITY OF HUTTO, TEXAS**

By: \_\_\_\_\_  
Bill Brown, President

By: \_\_\_\_\_  
Odis Jones, City Manager



ATTEST:

ATTEST

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
Lacie Hale, City Secretary

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT  
FOR THE ALLOCATION OF SALES TAX REVENUE BETWEEN  
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
AND THE CITY OF HUTTO, TEXAS**

STATE OF TEXAS                   §  
                                             §  
COUNTY WILLIAMSON         §

This first amendment ("First Amendment") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") to amend that certain Interlocal Agreement dated the 1st day of September, 2017, (the "Agreement") by and between the City of Hutto, Texas (the "City"), a body politic and corporate and municipal corporation of the State of Texas, and Williamson County Emergency Service District No. 3 ("WCESD#3"), a political subdivision of the State of Texas, (jointly referred to herein as the "Parties") to be effective only as set forth herein.

**WHEREAS**, the City and WCESD#3 are Parties to a currently effective Agreement allocating certain sales tax revenue among the parties to the Agreement; and

**WHEREAS**, the Parties have agreed to modify the Agreement to allocate certain sales tax funds among the Parties when the sales taxes are collected from activities within a certain area defined herein; and

**WHEREAS**, the Agreement has been modified by a certain additional Interlocal Agreement dated April 20, 2017 that refers to certain property known as the Titan property (the "Titan Modified Agreement"), and this additional Titan Modified Agreement remains in full force and effect; and

**WHEREAS**, the Parties now desire to allocate certain sales tax funds to support a new project to be developed in the City known as the Sports, Health, and Entertainment District; and

**WHEREAS**, the Parties desire to affirm the continued existence and effectiveness of both the Agreement and the Titan Modified Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and conditions set forth herein and other good and valuable consideration, the City and WCESD#3 agree as follows:

**SECTION 1.** The foregoing recitals are hereby found to be true and correct and adopted by the Parties and made a part here of for all purposes.

**SECTION 2.** Section 2 of the Agreement is amended as follows:

For any land, annexed into Section 2 shall be re-designated as the City, within the property as described in ~~Exhibit A~~, annexed first paragraph of Section 2 and identified as Section 2(a) and a new paragraph designated Section 2(b) is added to the Agreement to read as follows:

**SECTION 2(b)** Notwithstanding Section 2(a), after the Effective Date of ~~the Agreement~~this First Amendment, WCESD#3 agrees to allocate to the City seventy-five percent (75%) of the local sales tax and use taxes actually received in hand by the Texas Controller for the properties identified on **Exhibit A** to the Agreement, excluding any fees, deductions or reallocations imposed by the Texas Controller, attributable to the sales ~~and use~~ taxes derived from the property described on **Exhibit A** only (the "Additional City Allocation"). The WCESD#3 shall retain the remaining twenty-five percent (25%) for its sole use ("District Reallocation").

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**SECTION 3.** All provisions of the Agreement, except those provisions modified by this First Amendment, shall remain in full force and effect and shall control the allocation, receipt and distribution of sales and use tax receipts.

**SECTION 4.** The initial term of this First Amendment shall be commensurate with the ~~initial~~ term of the ~~District Agreement~~, which is ~~thirty-five~~ (35) years from the effective date of the Agreement. The renewal and expiration of the Agreement shall control the renewal and expiration of this First Amendment. Except as specifically provided herein, neither of the Parties will have any further obligation or liability to the other party upon expiration of the then current term of the Agreement. Provided, however, that unless otherwise terminated by either party hereto, this First Amendment and the Agreement shall automatically renew for additional five (5) year term at the end of each five (5) year term. Either party may terminate this Agreement by providing written notice of termination of this Agreement to the other party at least one (1) year prior to the date of termination. The City and WCESD#3 may, by written amendment, agreed to extend the term of this Agreement. Pursuant to Section 791.011(d), Texas Government Code, this Agreement and any amendment must be authorized by the governing body of each party to the Agreement and each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party.

**IN WITNESS WHEREOF**, this First Amendment is hereby executed be effective on the date set forth above.

(signatures to follow)

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3     CITY OF HUTTO, TEXAS**

By: \_\_\_\_\_  
Bill Brown, President

By: \_\_\_\_\_  
Odis Jones, City Manager

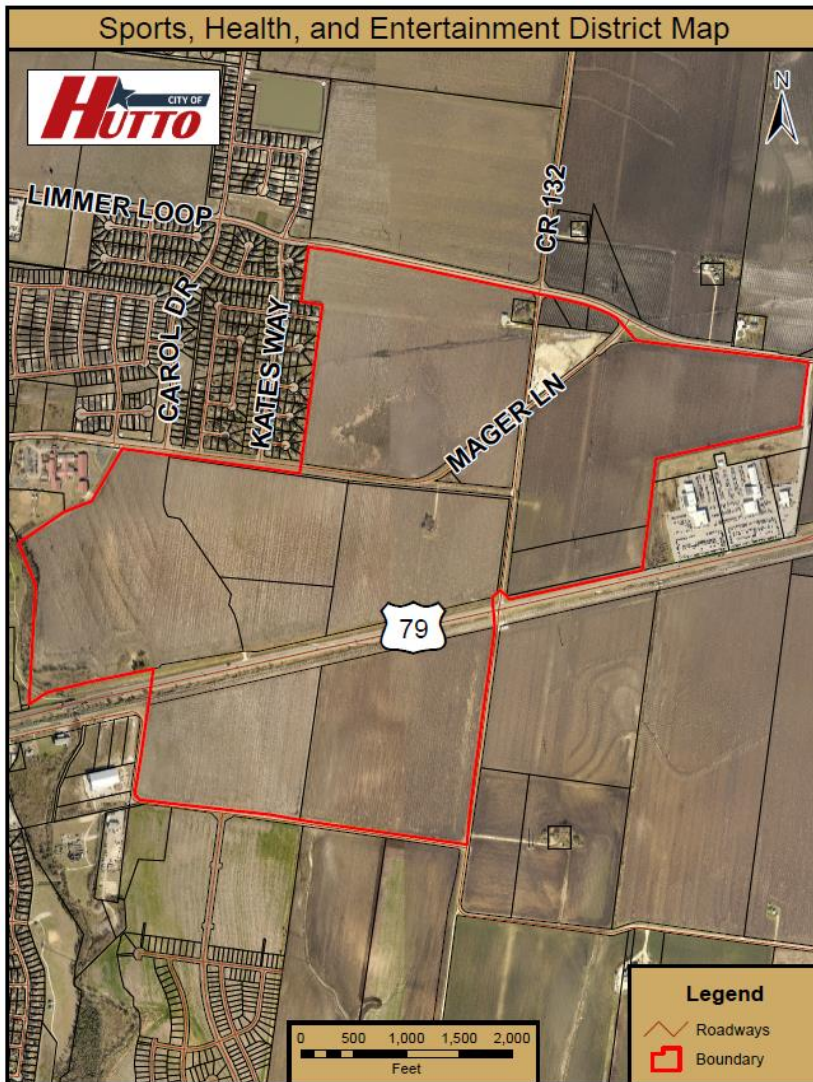
ATTEST:

ATTEST

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
Lacie Hale, City Secretary

EXHIBIT A  
DISTRICT BOUNDARY



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Regular City Council  
**AGENDA ITEM**  
**11.A.**



**To:**  
**Subject:** Consideration and possible appointments to City Boards and Commissions. (Lacie Hale, City Secretary)  
**Meeting:**  
**Department:** City Secretary  
**Staff Contact:** Lacie Hale, City Secretary

**BACKGROUND INFORMATION:**

On July 7, 2018, the City Council approved Ordinance O-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2019, new terms will expire on June 30, of the corresponding Council Member term. All current board and commission members have been assigned Place numbers to coincide with existing council members.

**FINANCIAL IMPACT:**

Not applicable.

**POLICY IMPLICATIONS:**

Not applicable.

**RECOMMENDATION:**

Not applicable.

**ATTACHMENTS:**

[Boards and Commissions Realignment.MASTER.11.8.2019](#)



**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 | Mike Snyder  | May-22 |
| Council Member Place 4 | Peter Gordon | May-20 |
| Council Member Place 5 | Patti Turner | May-21 |
| Council Member Place 6 | Tanner Rose  | May-22 |
| Mayor (Place 7)        | Doug Gaul    | May-22 |

*All Boards and Commissions terms Realigned for appointment in June*

*Terms Run 7/1 to 6/30 unless otherwise indicated*

**Last update:** 11/8/2019

| Planning & Zoning Commission                                            |           |            |              |                    |               |           |       |               |
|-------------------------------------------------------------------------|-----------|------------|--------------|--------------------|---------------|-----------|-------|---------------|
| Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber   |           |            |              |                    |               |           |       |               |
| 2 yr Terms Per Charter                                                  |           |            |              |                    |               |           |       |               |
| Liaison - Ashley Lumpkin                                                |           |            |              |                    |               |           |       |               |
|                                                                         |           |            |              |                    | Appointed     | Term Ends | Phone | Email Address |
| Place 1                                                                 | Davey     | Robinson   | Commissioner | September 20, 2018 | June 20, 2020 |           |       |               |
| Place 2                                                                 | Randal    | Clark      | Commissioner | December 6, 2018   | June 20, 2020 |           |       |               |
| Place 3                                                                 | Jessica   | Romigh     | Chair        | July 3, 2019       | June 30, 2021 |           |       |               |
| Place 4                                                                 | Tony      | Wertz      | Vice-Chair   | July 3, 2019       | June 30, 2021 |           |       |               |
| Place 5                                                                 | Richard   | Hudson     | Commissioner | August 2, 2018     | June 20, 2020 |           |       |               |
| Place 6                                                                 | Kyle      | Lovinggood | Commissioner | August 1, 2019     | June 30, 2021 |           |       |               |
| Place 7                                                                 | Susanna   | Boyer      | Commissioner | August 1, 2019     | June 30, 2021 |           |       |               |
| Parks Advisory Board                                                    |           |            |              |                    |               |           |       |               |
| Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber |           |            |              |                    |               |           |       |               |
| Liaison - Jeffrey White                                                 |           |            |              |                    |               |           |       |               |
|                                                                         |           |            |              |                    | Appointed     | Term Ends |       |               |
| Place 1                                                                 | Katie     | Weiss      | Member       | September 20, 2018 | June 30, 2020 |           |       |               |
| Place 2                                                                 | Michael   | Orman      | Member       | September 20, 2018 | June 30, 2021 |           |       |               |
| Place 3                                                                 | Patrick   | Donathan   | Member       | July 3, 2019       | June 30, 2022 |           |       |               |
| Place 4                                                                 | Liaga     | Gasu       | Member       | June 20, 2019      | June 30, 2020 |           |       |               |
| Place 5                                                                 | Daniel    | Thornton   | Member       | November 7, 2019   | June 30, 2021 |           |       |               |
| Place 6                                                                 | Rose      | McMillin   | Member       | June 20, 2019      | June 30, 2022 |           |       |               |
| Place 7                                                                 | Perry     | Savard     | Acting Chair | June 20, 2019      | June 30, 2022 |           |       |               |
| Library Advisory Board                                                  |           |            |              |                    |               |           |       |               |
| Meets: Quarterly @ 6:00pm of each month in the City Council Chamber     |           |            |              |                    |               |           |       |               |
| Liaison - Lisa Riggs                                                    |           |            |              |                    |               |           |       |               |
|                                                                         |           |            |              |                    | Appointed     | Term Ends |       |               |
| Place 1                                                                 | Christina | Garza      | Member       | May 16, 2019       | June 30, 2020 |           |       |               |
| Place 2                                                                 | Dwight    | Baker      | Chair        | September 20, 2018 | June 30, 2021 |           |       |               |
| Place 3                                                                 | Tara      | Chappell   | Vice Chair   | July 3, 2019       | June 30, 2022 |           |       |               |
| Place 4                                                                 | Kathi     | Shilling   | Member       | September 20, 2018 | June 30, 2020 |           |       |               |
| Place 5                                                                 | Havala    | Merit      | Member       | May 16, 2019       | June 30, 2021 |           |       |               |
| Place 6                                                                 | David     | Westbrook  | Member       | November 7, 2019   | June 30, 2022 |           |       |               |
| Place 7                                                                 | Vacant    |            | Member       |                    | June 30, 2022 |           |       |               |
| Zoning Board of Adjustments                                             |           |            |              |                    |               |           |       |               |
| Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber |           |            |              |                    |               |           |       |               |
| Liaison - Ashby Grundman                                                |           |            |              |                    |               |           |       |               |
|                                                                         |           |            |              |                    | Appointed     | Term Ends |       |               |
| Place 1                                                                 | Bryan     | Dempsey    | Member       | January 17, 2019   | June 30, 2020 |           |       |               |
| Place 2                                                                 | Thomas    | McGowan    | Member       | September 20, 2018 | June 30, 2021 |           |       |               |
| Place 3                                                                 | David     | Meyer      | Member       | July 3, 2019       | June 30, 2022 |           |       |               |
| Place 4                                                                 | Wendell   | Teltow     | Member       | June 20, 2019      | June 30, 2020 |           |       |               |
| Place 5                                                                 | Vacant    |            | Member       |                    | June 30, 2021 |           |       |               |
| Place 6                                                                 | Maureen   | Rooker     | Member       | June 20, 2019      | June 30, 2022 |           |       |               |
| Place 7                                                                 | Randal    | Clark      | Member       | September 19, 2019 | June 19, 2019 |           |       |               |

| Historic Preservation Commission                                      |         |             |              |              |                    |               |  |
|-----------------------------------------------------------------------|---------|-------------|--------------|--------------|--------------------|---------------|--|
| Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber |         |             |              |              |                    |               |  |
| Liaison - John Byrum                                                  |         |             |              |              |                    |               |  |
|                                                                       |         |             |              |              | Appointed          | Term Ends     |  |
|                                                                       | Place 1 | DeAnne      | Worley       | Commissioner | July 3, 2019       | June 30, 2020 |  |
|                                                                       | Place 2 | Mary        | Belton       | Commissioner | August 2, 2018     | June 30, 2021 |  |
|                                                                       | Place 3 | Curtis      | Orton        | Commissioner | September 20, 2018 | June 30, 2022 |  |
|                                                                       | Place 4 | Robert      | Lykins       | Commissioner | September 20, 2018 | June 30, 2020 |  |
|                                                                       | Place 5 | Vacant      |              | Commissioner |                    | June 30, 2021 |  |
|                                                                       | Place 6 | Travis      | Allen        | Commissioner | June 20, 2019      | June 30, 2022 |  |
|                                                                       | Place 7 | Vacant      |              | Commissioner |                    | June 30, 2022 |  |
| Building and Standards Commission                                     |         |             |              |              |                    |               |  |
| Meets: As Needed in the City Council Chamber                          |         |             |              |              |                    |               |  |
| Liaison - Tamera Baird                                                |         |             |              |              |                    |               |  |
|                                                                       |         |             |              |              | Appointed          | Term Ends     |  |
|                                                                       | Place 1 | Troy        | Manella      | Commissioner | January 3, 2019    | June 30, 2020 |  |
|                                                                       | Place 2 | Olinda      | Ramirez      | Commissioner | September 20, 2018 | June 30, 2021 |  |
|                                                                       | Place 3 | Kendrick    | Whittington  | Commissioner | August 2, 2018     | June 30, 2022 |  |
|                                                                       | Place 4 | Bryan       | Dempsey      | Commissioner | June 20, 2019      | June 30, 2020 |  |
|                                                                       | Place 5 | Tom         | Brown        | Commissioner | September 20, 2018 | June 30, 2021 |  |
|                                                                       | Place 6 | Maureen     | Rooker       | Commissioner | June 20, 2019      | June 30, 2022 |  |
|                                                                       | Place 7 | Richard     | Hudson       | Commissioner | June 20, 2019      | June 30, 2022 |  |
| Ethics Review Commission                                              |         |             |              |              |                    |               |  |
| Meets: As Needed in the City Council Chamber (at least once a year)   |         |             |              |              |                    |               |  |
| Liaison - Lacie Hale                                                  |         |             |              |              |                    |               |  |
|                                                                       |         |             |              |              | Appointed          | Term Ends     |  |
|                                                                       | Place 1 | Craig       | Cargill      | Member       | September 20, 2018 | June 30, 2020 |  |
|                                                                       | Place 2 | Lori        | Brown-Duncan | Vice-Chair   | September 20, 2018 | June 30, 2021 |  |
|                                                                       | Place 3 | Bill        | Kohl         | Member       | July 11, 2019      | June 30, 2022 |  |
|                                                                       | Place 4 | Christopher | Adkins       | Member       | November 7, 2019   | June 30, 2020 |  |
|                                                                       | Place 5 | Abel        | Landin       | Member       | September 19, 2019 | June 30, 2021 |  |
|                                                                       | Place 6 | April       | Willis       | Member       | August 15, 2019    | June 30, 2022 |  |
|                                                                       | Place 7 | Vacant      |              | Member       |                    | June 30, 2022 |  |
| Economic Development Corporation                                      |         |             |              |              |                    |               |  |
| Meets: 1st Monday @ 6:30pm of each month in the City Council Chamber  |         |             |              |              |                    |               |  |
| Liaison - Tim Jordan                                                  |         |             |              |              |                    |               |  |
|                                                                       |         |             |              |              | Appointed          | Term Ends     |  |
|                                                                       | Place 1 | Nelson      | Nagle        | Treasurer    | July 3, 2019       | June 30, 2021 |  |
|                                                                       | Place 2 | James       | Guzman       | Member       | June 20, 2019      | June 30, 2021 |  |
|                                                                       | Place 3 | Dan         | Thornton     | Secretary    | July 3, 2019       | June 30, 2021 |  |
|                                                                       | Place 4 | Don         | Carlson      | Member       | July 3, 2019       | June 30, 2021 |  |
|                                                                       | Place 5 | Kevin       | LaFrance     | Member       | July 3, 2019       | June 30, 2021 |  |
|                                                                       | Place 6 | Henry       | Gideon       | Vice-Chair   | June 20, 2019      | June 30, 2021 |  |
|                                                                       | Place 7 | Steve       | Harris       | Chair        | June 20, 2019      | June 30, 2021 |  |

Regular City Council  
**AGENDA ITEM  
11.B.**



**To:** City Council  
**Subject:** Discussion and possible action on prioritization of upcoming street reconstruction projects related to the Old Town Street Reconstruction Bond Program.(Samuel Ray)  
**Meeting:** Regular City Council - 21 Nov 2019  
**Department:** Engineering  
**Staff Contact:** Samuel Ray

**BACKGROUND INFORMATION:**

In November 2018 the citizens of Hutto approved a \$70 Million Road and Drainage Bond. As part of the approved bond program \$16.95 Million in road and drainage improvements are proposed for the Old Town roads. In early 2019 it was determined that Live Oak and Taylor Streets would be the first projects to go underway and as of Fall 2019 construction has begun on Live Oak street with the relocation of an existing waterline. With engineering complete on Live Oak street and nearing completion on Taylor Street it is time to determine the next roads that will undergo improvements. Staff has obtained proposals on engineering for Metcalfe, Hutto and East Streets.

**FINANCIAL IMPACT:**

Projects will be funded out of General Obligation Bonds as approved in the 2018 election.

**POLICY IMPLICATIONS:**

Aligns with the Strategic Focus Area of Infrastructure and Growth.

**ATTACHMENTS:**

[Metcalfe Street Proposal - HLA](#)  
[Hutto Street Proposal - HLA](#)  
[East Street Proposal - HLA](#)

CITY OF HUTTO  
PROFESSIONAL SERVICE AGREEMENT FOR THE  
**COTTONWOOD CREEK DRAINAGE IMPROVEMENTS PROJECT, OLD TOWN STREETS PROJECT,  
CR 137 IMPROVEMENTS PROJECT, & LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PROJECT**

TASK ORDER NUMBER 4 (**METCALFE STREET**)

This Task Order No. 4 ("Task Order") is entered into between the City of Hutto, Texas ("City") a Texas municipality, and Hejl, Lee & Associates, Inc. ("Professional") on September, 2019, under the terms and conditions established in the MASTER/TASK ORDER PRIME AGREEMENT between City and Professional dated January 19, 2019, (the "Agreement").

SECTION A – SCOPE OF SERVICES

A.1. Professional shall perform the following Services:

The City of Hutto voters approved road bond propositions in November 2018. This scope of work covers engineering services associated with projects included in the roads and drainage bond proposition. The specific projects covered by this scope of work are described below.

**METCALFE STREET IMPROVEMENTS:**

This project includes improvements of approximately 1,650 LF of Metcalfe Street from west end of Old Town to Farm-to-Market Road (FM) 1660 to enhance existing drainage conveyance, perform street reconstruction, and associated utility upgrade, relocation, and adjustment.

Metcalfe Street is a two-lane paved roadway with approximately 50 to 60 feet of right-of-way and bar ditches to convey surface runoff. It primarily serves local residences. Previous major improvements included roadway construction of asphalt pavement with ribbon curb and wastewater line installation which were completed in 2004.

Pursuant to the citizen's approval of municipal bond program in 2018, the City desires to improve the street with the following general guidelines:

- Existing overhead utilities will remain overhead.
- No landscape improvement and irrigation system to save available budget.
- Fire truck and emergency vehicle access to the neighborhood is the main concern.
- Subsurface utility engineering (SUE) level D investigation is critical to avoid utility conflict during construction.
- Sidewalk to be installed on both sides of the street.
- On-street parking will be provided where space is available.
- Improvements will be performed by city force. Construction contract bidding is not anticipated.
- Cross walk shall be enhanced to provide pedestrian safety and aesthetics.
- Install proposed water line per city's water system master plan.
- Storm water shall be conveyed by underground storm sewer system.

An outline of the proposed scope of services has been provided below:

## **DESIGN PHASE SERVICES**

1. Project Management
  - a. Project Meetings – Participate in project progress meetings to discuss progress, due outs, and other issues with the City Engineer and Public Works for the City.
  - b. Coordination Meetings – Prepare for and attend project coordination meetings with the City of Hutto (City Engineer and Public Works, City Manager, etc.) and other stakeholders to provide regular status updates and seek input.
  - c. Prepare Progress Reports, Invoices, and Schedules
  - d. Internal team coordination meetings
  - e. Prepare for and attend city council meetings to support City staff, presentations to council and provide technical expertise.
  - f. Stakeholder Meetings – Prepare for and attend stakeholder coordination meetings with the City of Hutto to provide regular status updates, seek input, and provide critical path updates.
2. Data collection – obtain project data necessary for project design
  - a. Perform topographic survey
  - b. Review previously performed street condition assessment
  - c. Conduct soil boring and subsurface geotechnical investigation
  - d. Gather and review property ownership and existing ROW maps
  - e. Gather utility maps (SUE Level D)
  - f. Coordinate with utility providers on existing and proposed utilities
  - g. Review applicable code and regulations, and establish project design criteria
3. Final Design
  - a. Determine appropriate street cross section
  - b. Perform pavement section design
  - c. Design proposed 8-inch water line and service reconnection
  - d. Coordinate any necessary land acquisition
  - e. Prepare plan and profile sheets of roadway plan
  - f. Develop roadway intersection plan
  - g. Evaluate storm water conveyance
  - h. Design underground storm sewer system
  - i. Design sidewalk, cross walk, and access ramps
  - j. Assess underground utility relocation and adjustment
  - k. Prepare erosion and sedimentation control and tree protection plan
  - l. Develop traffic control and detour plan
  - m. Prepare roadway signage and striping plan
  - n. Evaluate possible alternative design options
  - o. Perform quantity take-off of improvement items
  - p. Prepare final opinion of probable cost
  - q. Produce final design documents and specifications
  - r. Prepare and update project schedule
  - s. Coordinate with regulatory agencies on permitting issues
  - t. Prepare Final Engineering Report – to contain description and summary of:

- i. Any stakeholder outreach
- ii. Design Criteria
- iii. Utility coordination and mapping
- iv. Recommended layouts
- i. Develop project budget estimates
- v. Cost estimates

#### CONSTRUCTION PHASE SERVICES

1. Construction phase services will be performed following the written direction from the City, such as field engineering based on technical advice during construction works to address issues.
2. Compensation for construction phase services will be billed based on then prevailing hourly rate.

A.2. Professional shall provide the following deliverables to City:

- a. Minutes from Project and Coordination Meetings
- b. Coordinate and conduct Stakeholder meetings
- c. Final Design Engineering Report
- d. Final Design plan and technical specifications
- e. Final opinion of probable project cost

A.3. Exclusions

The following tasks will be excluded from this Task Order:

- a. Design of improvements at its intersection with FM 1660
- b. Bidding packet preparation
- c. Bidding and award phase services
- d. Subsurface Utility Engineering beyond Level D services

#### SECTION B - SCHEDULE

Professional shall perform the Services according to the following schedule:

- Perform and complete final design plan within **120** calendar days of Notice To Proceed.

#### SECTION C - COMPENSATION

The total amount payable by City under this Task Order resulting from the Services is **\$185,643** as detailed in Task Order 4 Attachment A. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

|                      |          |
|----------------------|----------|
| Principal            | \$200.00 |
| Project Manager      | \$180.00 |
| Land Surveyor (RPLS) | \$145.00 |
| Engineer (P.E.)      | \$145.00 |
| Engineer (E.I.T.)    | \$130.00 |
| CAD Technician       | \$115.00 |



|                   |          |
|-------------------|----------|
| 3 Man Crew        | \$140.00 |
| 2 Man Crew        | \$130.00 |
| Field Coordinator | \$110.00 |
| Clerical          | \$ 88.00 |

C.1 The forgoing total compensation amount includes Reimbursable Expenses as defined herein.

#### SECTION D – OTHER PROVISIONS

The parties agree to the following provisions with respect to this specific Task Order:

D.1 Any services rendered by Professional beyond those described in Section A - Scope of Services shall be compensated on the same basis set forth in Section C.

D.2 All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with this Task Order. City and Professional hereby agree to the terms and conditions of this Task Order as of the date set forth above. The individuals signing this Task Order represent and warrant that they have the power and authority to enter into this Task Order and bind the parties for whom they sign.

CITY:

PROFESSIONAL

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

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

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

By: Chien Lee

Name: CHIEEN LEE

Title: PRINCIPAL

CITY OF HUTTO  
COTTONWOOD CREEK DRAINAGE IMPROVEMENTS PROJECT, OLD TOWN STREETS PROJECT,  
CR 137 IMPROVEMENTS PROJECT, & LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PROJECT

**METCALFE STREET DESIGN PHASE SERVICES**

HLA Project No. 11235-M

Prepared: 9-20-2019

| TASKS                                                                  | F E E            | E S T I M A T E D M A N H O U R |                    |                     |          |       |       |                 |
|------------------------------------------------------------------------|------------------|---------------------------------|--------------------|---------------------|----------|-------|-------|-----------------|
|                                                                        |                  | PRINCIPAL                       | PROJECT<br>MANAGER | PROJECT<br>ENGINEER | E. I. T. | TECH. | CREW  | ADM.<br>ASSIST. |
|                                                                        |                  | \$200                           | \$180              | \$145               | \$130    | \$115 | \$140 | \$88            |
| <b>1 PROJECT MANAGEMENT</b>                                            |                  |                                 |                    |                     |          |       |       |                 |
| a Project meetings ( 8 meetings)                                       | \$4,326          | 4                               | 8                  | 8                   | 4        | 2     |       | 2               |
| b Coordination meetings (8 meetings)                                   | 4,326            | 4                               | 8                  | 8                   | 4        | 2     |       | 2               |
| c Prepare progress reports, invoices, and schedules                    | 5,462            | 4                               | 6                  | 10                  | 8        | 4     | 2     | 4               |
| d Internal team coordination meetings (8 meetings)                     | 5,356            | 4                               | 8                  | 8                   | 8        | 4     | 2     | 2               |
| e Prepare for and attend city council meetings (2 meetings)            | 3,026            | 4                               | 4                  | 4                   | 4        | 2     |       | 2               |
| f Stakeholder meetings ( 4 meetings)                                   | 4,632            | 4                               | 6                  | 8                   | 6        | 4     |       | 4               |
|                                                                        | <b>\$27,128</b>  |                                 |                    |                     |          |       |       |                 |
| <b>2 DATA COLLECTION</b>                                               |                  |                                 |                    |                     |          |       |       |                 |
| a Perform topographic survey                                           | \$7,286          | 1                               | 2                  | 6                   | 8        | 16    | 20    | 2               |
| b Review previously performed street condition assessment              | 1,225            | 1                               | 2                  | 2                   | 2        | 1     |       |                 |
| c Conduct soil boring and subsurface geotechnical investigation        | 6,196            | 2                               | 2                  | 8                   | 8        | 12    | 12    | 2               |
| d Gather and review property ownership and existing ROW maps           | 2,108            | 1                               | 1                  | 2                   | 4        | 6     | 1     | 1               |
| e Gather utility maps (SUE Level D)                                    | 5,496            | 2                               | 4                  | 8                   | 12       | 8     | 4     | 2               |
| f Coordinate with utility providers on existing and proposed utilities | 4,936            | 2                               | 4                  | 8                   | 12       | 8     |       | 2               |
| g Review applicable code and regulations, establish design criteria    | 3,608            | 2                               | 4                  | 8                   | 6        | 4     |       | 1               |
|                                                                        | <b>30,855</b>    |                                 |                    |                     |          |       |       |                 |
| <b>3 FINAL DESIGN</b>                                                  |                  |                                 |                    |                     |          |       |       |                 |
| a Determine appropriate street cross section                           | \$3,058          | 2                               | 4                  | 6                   | 4        | 4     |       | 1               |
| b Perform pavement section design                                      | 3,118            | 2                               | 4                  | 8                   | 4        | 2     |       | 1               |
| c Design 8-inch water line and service reconnections                   | 6,956            | 2                               | 6                  | 8                   | 12       | 20    | 2     | 2               |
| d Coordinate any necessary land acquisition                            | 2,548            | 1                               | 2                  | 6                   | 4        | 2     | 2     | 1               |
| e Prepare plan and profile sheets of roadway plan                      | 17,616           | 8                               | 12                 | 24                  | 36       | 48    |       | 2               |
| f Develop roadway intersection plan                                    | 8,896            | 4                               | 6                  | 12                  | 18       | 24    |       | 2               |
| g Evaluate storm water conveyance                                      | 7,376            | 4                               | 8                  | 12                  | 12       | 12    | 2     | 2               |
| h Design underground storm sewer system                                | 12,106           | 4                               | 8                  | 18                  | 24       | 32    | 2     | 2               |
| i Design sidewalk, cross walk, and access ramps                        | 8,486            | 2                               | 6                  | 10                  | 18       | 24    | 2     | 2               |
| j Assess underground utility relocation and adjustment                 | 6,816            | 2                               | 6                  | 8                   | 18       | 12    | 2     | 2               |
| k Prepare erosion and sedimentation control, and tree protection plan  | 6,216            | 2                               | 6                  | 8                   | 12       | 16    |       | 2               |
| l Develop traffic control, detour plan and details                     | 7,936            | 2                               | 8                  | 12                  | 18       | 16    |       | 2               |
| m Prepare roadway signage and striping plan                            | 6,216            | 2                               | 6                  | 8                   | 12       | 16    |       | 2               |
| n Evaluate possible alternative design options                         | 7,616            | 4                               | 8                  | 12                  | 16       | 12    |       | 2               |
| o Perform quantity take-off of improvement items (60%, 90% & 100%)     | 3,128            | 2                               | 2                  | 4                   | 6        | 8     |       | 1               |
| p Prepare final opinion of probable cost (60%, 90%, & 100%)            | 4,038            | 2                               | 4                  | 6                   | 8        | 8     |       | 1               |
| q Produce final design documents and specifications                    | 4,126            | 2                               | 4                  | 6                   | 8        | 8     |       | 2               |
| r Prepare and update project schedule                                  | 3,436            | 2                               | 4                  | 6                   | 8        | 2     |       | 2               |
| s Coordinate with regulatory agencies on permitting issues             | 4,056            | 2                               | 6                  | 8                   | 6        | 4     |       | 2               |
| t Prepare Final Engineering Report                                     | 3,566            | 2                               | 6                  | 8                   | 4        | 2     |       | 2               |
|                                                                        | <b>127,310</b>   |                                 |                    |                     |          |       |       |                 |
| <b>SUBTOTAL PROFESSIONAL FEES</b>                                      | <b>\$185,293</b> |                                 |                    |                     |          |       |       |                 |
| Reimbursable (Reproduction & Misc. Expenses)                           | 350              |                                 |                    |                     |          |       |       |                 |
| <b>TOTAL CONTRACT AMOUNT THIS WORK ORDER</b>                           | <b>\$185,643</b> |                                 |                    |                     |          |       |       |                 |

MANHOUR (TASK 4) 2019-09-20.XLS

CITY OF HUTTO  
PROFESSIONAL SERVICE AGREEMENT FOR THE  
**COTTONWOOD CREEK DRAINAGE IMPROVEMENTS PROJECT, OLD TOWN STREETS PROJECT,  
CR 137 IMPROVEMENTS PROJECT, & LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PROJECT**

TASK ORDER NUMBER **\_5\_ (HUTTO STREET)**

This Task Order No. **\_5\_** ("Task Order") is entered into between the City of Hutto, Texas ("City") a Texas municipality, and Hejl, Lee & Associates, Inc. ("Professional") on **September**, 20 **19**, under the terms and conditions established in the MASTER/TASK ORDER PRIME AGREEMENT between City and Professional dated **January 19, 2019**, (the "Agreement").

SECTION A – SCOPE OF SERVICES

A.1. Professional shall perform the following Services:

The City of Hutto voters approved road bond propositions in November 2018. This scope of work covers engineering services associated with projects included in the roads and drainage bond proposition. The specific projects covered by this scope of work are described below.

**HUTTO STREET IMPROVEMENTS:**

This project includes improvements of approximately 1,650 LF of Hutto Street from west end of Old Town to Farm-to-Market Road (FM) 1660 to enhance existing drainage conveyance, perform street reconstruction, and associated utility upgrade, relocation, and adjustment.

Hutto Street is a two-lane paved roadway with approximately 50 to 55 feet of right-of-way and bar ditches to convey surface runoff. It primarily serves local residences. Previous major improvements included roadway construction of asphalt pavement with ribbon curb and wastewater line installation which were completed in 2004.

Pursuant to the citizen's approval of municipal bond program in 2018, the City desires to improve the street with the following general guidelines:

- Existing overhead utilities will remain overhead.
- No landscape improvement and irrigation system to save available budget.
- Fire truck and emergency vehicle access to the neighborhood is the main concern.
- Subsurface utility engineering (SUE) level D investigation is critical to avoid utility conflict during construction.
- Sidewalk to be installed on both sides of the street.
- On-street parking will be provided where space is available.
- Improvements will be performed by city force. Construction contract bidding is not anticipated.
- Cross walk shall be enhanced to provide pedestrian safety and aesthetics.
- Install proposed water line per city's water system master plan.
- Storm water shall be conveyed by underground storm sewer system.

An outline of the proposed scope of services has been provided below:

## **DESIGN PHASE SERVICES**

1. Project Management
  - a. Project Meetings – Participate in project progress meetings to discuss progress, due outs, and other issues with the City Engineer and Public Works for the City.
  - b. Coordination Meetings – Prepare for and attend project coordination meetings with the City of Hutto (City Engineer and Public Works, City Manager, etc.) and other stakeholders to provide regular status updates and seek input.
  - c. Prepare Progress Reports, Invoices, and Schedules
  - d. Internal team coordination meetings
  - e. Prepare for and attend city council meetings to support City staff, presentations to council and provide technical expertise.
  - f. Stakeholder Meetings – Prepare for and attend stakeholder coordination meetings with the City of Hutto to provide regular status updates, seek input, and provide critical path updates.
2. Data collection – obtain project data necessary for project design
  - a. Perform topographic survey
  - b. Review previously performed street condition assessment
  - c. Conduct soil boring and subsurface geotechnical investigation
  - d. Gather and review property ownership and existing ROW maps
  - e. Gather utility maps (SUE Level D)
  - f. Coordinate with utility providers on existing and proposed utilities
  - g. Review applicable code and regulations, and establish project design criteria
3. Final Design
  - a. Determine appropriate street cross section
  - b. Perform pavement section design
  - c. Design proposed 8-inch water line and service reconnection
  - d. Coordinate any necessary land acquisition
  - e. Prepare plan and profile sheets of roadway plan
  - f. Develop roadway intersection plan
  - g. Evaluate storm water conveyance
  - h. Design underground storm sewer system
  - i. Design sidewalk, cross walk, and access ramps
  - j. Assess underground utility relocation and adjustment
  - k. Prepare erosion and sedimentation control and tree protection plan
  - l. Develop traffic control and detour plan
  - m. Prepare roadway signage and striping plan
  - n. Evaluate possible alternative design options
  - o. Perform quantity take-off of improvement items
  - p. Prepare final opinion of probable cost
  - q. Produce final design documents and specifications
  - r. Prepare and update project schedule
  - s. Coordinate with regulatory agencies on permitting issues
  - t. Prepare Final Engineering Report – to contain description and summary of:

- i. Any stakeholder outreach
- ii. Design Criteria
- iii. Utility coordination and mapping
- iv. Recommended layouts
- i. Develop project budget estimates
- v. Cost estimates

#### CONSTRUCTION PHASE SERVICES

1. Construction phase services will be performed following the written direction from the City, such as field engineering based on technical advice during construction works to address issues.
2. Compensation for construction phase services will be billed based on then prevailing hourly rate.

A.2. Professional shall provide the following deliverables to City:

- a. Minutes from Project and Coordination Meetings
- b. Coordinate and conduct Stakeholder meetings
- c. Final Design Engineering Report
- d. Final Design plan and technical specifications
- e. Final opinion of probable project cost

A.3. Exclusions

The following tasks will be excluded from this Task Order:

- a. Design of improvements at its intersection with FM 1660
- b. Bidding packet preparation
- c. Bidding and award phase services
- d. Subsurface Utility Engineering beyond Level D services

#### SECTION B - SCHEDULE

Professional shall perform the Services according to the following schedule:

- Perform and complete final design plan within **120** calendar days of Notice To Proceed.

#### SECTION C - COMPENSATION

The total amount payable by City under this Task Order resulting from the Services is **\$174,483** as detailed in Task Order 5 Attachment A. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

|                      |          |
|----------------------|----------|
| Principal            | \$200.00 |
| Project Manager      | \$180.00 |
| Land Surveyor (RPLS) | \$145.00 |
| Engineer (P.E.)      | \$145.00 |
| Engineer (E.I.T.)    | \$130.00 |
| CAD Technician       | \$115.00 |

|                   |          |
|-------------------|----------|
| 3 Man Crew        | \$140.00 |
| 2 Man Crew        | \$130.00 |
| Field Coordinator | \$110.00 |
| Clerical          | \$ 88.00 |

C.1 The forgoing total compensation amount includes Reimbursable Expenses as defined herein.

#### SECTION D – OTHER PROVISIONS

The parties agree to the following provisions with respect to this specific Task Order:

D.1 Any services rendered by Professional beyond those described in Section A - Scope of Services shall be compensated on the same basis set forth in Section C.

D.2 All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with this Task Order. City and Professional hereby agree to the terms and conditions of this Task Order as of the date set forth above. The individuals signing this Task Order represent and warrant that they have the power and authority to enter into this Task Order and bind the parties for whom they sign.

CITY:

PROFESSIONAL

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

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

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

By: Chien Lee

Name: CHIEH LEE

Title: PRINCIPAL



CITY OF HUTTO  
COTTONWOOD CREEK DRAINAGE IMPROVEMENTS PROJECT, OLD TOWN STREETS PROJECT,  
CR 137 IMPROVEMENTS PROJECT, & LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PROJECT

**HUTTO STREET DESIGN PHASE SERVICES**

HLA Project No. 11235-H

Prepared: 9-20-2019

| TASKS                                                                  | FEE              | E S T I M A T E D M A N H O U R |                    |                     |          |       |       |                 |
|------------------------------------------------------------------------|------------------|---------------------------------|--------------------|---------------------|----------|-------|-------|-----------------|
|                                                                        |                  | PRINCIPAL                       | PROJECT<br>MANAGER | PROJECT<br>ENGINEER | E. I. T. | TECH. | CREW  | ADM.<br>ASSIST. |
|                                                                        |                  | \$200                           | \$180              | \$145               | \$130    | \$115 | \$140 | \$88            |
| <b>1 PROJECT MANAGEMENT</b>                                            |                  |                                 |                    |                     |          |       |       |                 |
| a Project meetings ( 8 meetings)                                       | \$4,326          | 4                               | 8                  | 8                   | 4        | 2     |       | 2               |
| b Coordination meetings (8 meetings)                                   | 4,326            | 4                               | 8                  | 8                   | 4        | 2     |       | 2               |
| c Prepare progress reports, invoices, and schedules                    | 5,462            | 4                               | 6                  | 10                  | 8        |       | 2     | 4               |
| d Internal team coordination meetings (8 meetings)                     | 5,356            | 4                               | 8                  | 8                   | 8        | 4     | 2     | 2               |
| e Prepare for and attend city council meetings (2 meetings)            | 3,026            | 4                               | 4                  | 4                   | 4        | 2     |       | 2               |
| f Stakeholder meetings ( 4 meetings)                                   | 4,632            | 4                               | 6                  | 8                   | 6        | 4     |       | 4               |
| <b>2 DATA COLLECTION</b>                                               |                  |                                 |                    |                     |          |       |       |                 |
| a Perform topographic survey                                           | \$7,286          | 1                               | 2                  | 6                   | 8        | 16    | 20    | 2               |
| b Review previously performed street condition assessment              | 1,225            | 1                               | 2                  | 2                   | 2        | 1     |       |                 |
| c Conduct soil boring and subsurface geotechnical investigation        | 6,196            | 2                               | 2                  | 8                   | 8        | 12    | 12    | 2               |
| d Gather and review property ownership and existing ROW maps           | 2,108            | 1                               | 1                  | 2                   | 4        | 6     | 1     | 1               |
| e Gather utility maps (SUE Level D)                                    | 5,236            | 2                               | 4                  | 8                   | 10       | 8     | 4     | 2               |
| f Coordinate with utility providers on existing and proposed utilities | 4,676            | 2                               | 4                  | 8                   | 10       | 8     |       | 2               |
| g Review applicable code and regulations, establish design criteria    | 3,058            | 2                               | 4                  | 6                   | 4        | 4     |       | 1               |
| <b>3 FINAL DESIGN</b>                                                  |                  |                                 |                    |                     |          |       |       |                 |
| a Determine appropriate street cross section                           | \$3,058          | 2                               | 4                  | 6                   | 4        | 4     |       | 1               |
| b Perform pavement section design                                      | 3,118            | 2                               | 4                  | 8                   | 4        | 2     |       | 1               |
| c Design 8-inch water line and service reconnections                   | 6,956            | 2                               | 6                  | 8                   | 12       | 20    | 2     | 2               |
| d Coordinate any necessary land acquisition                            | 2,548            | 1                               | 2                  | 6                   | 4        | 2     | 2     | 1               |
| e Prepare plan and profile sheets of roadway plan                      | 13,726           | 4                               | 8                  | 16                  | 32       | 42    |       | 2               |
| f Develop roadway intersection plan                                    | 8,236            | 2                               | 6                  | 12                  | 16       | 24    |       | 2               |
| g Evaluate storm water conveyance                                      | 6,816            | 3                               | 6                  | 12                  | 12       | 12    | 2     | 2               |
| h Design underground storm sewer system                                | 11,256           | 3                               | 6                  | 16                  | 24       | 32    | 2     | 2               |
| i Design sidewalk, cross walk, and access ramps                        | 7,936            | 2                               | 6                  | 8                   | 16       | 24    | 2     | 2               |
| j Assess underground utility relocation and adjustment                 | 6,556            | 2                               | 6                  | 8                   | 16       | 12    | 2     | 2               |
| k Prepare erosion and sedimentation control, and tree protection plan  | 5,756            | 2                               | 6                  | 8                   | 12       | 12    |       | 2               |
| l Develop traffic control, detour plan and details                     | 7,216            | 2                               | 8                  | 12                  | 16       | 12    |       | 2               |
| m Prepare roadway signage and striping plan                            | 5,756            | 2                               | 6                  | 8                   | 12       | 12    |       | 2               |
| n Evaluate possible alternative design options                         | 6,636            | 4                               | 8                  | 12                  | 12       | 8     |       | 2               |
| o Perform quantity take-off of improvement items (60%, 90% & 100%)     | 3,128            | 2                               | 2                  | 4                   | 6        | 8     |       | 1               |
| p Prepare final opinion of probable cost (60%, 90%, & 100%)            | 4,038            | 2                               | 4                  | 6                   | 8        | 8     |       | 1               |
| q Produce final design documents and specifications                    | 4,126            | 2                               | 4                  | 6                   | 8        | 8     |       | 2               |
| r Prepare and update project schedule                                  | 3,436            | 2                               | 4                  | 6                   | 8        | 2     |       | 2               |
| s Coordinate with regulatory agencies on permitting issues             | 4,056            | 2                               | 6                  | 8                   | 6        | 4     |       | 2               |
| t Prepare Final Engineering Report                                     | 2,916            | 2                               | 4                  | 6                   | 4        | 2     |       | 2               |
| <b>SUBTOTAL PROFESSIONAL FEES</b>                                      | <b>\$174,183</b> |                                 |                    |                     |          |       |       |                 |
| <b>Reimbursable (Reproduction &amp; Misc. Expenses)</b>                | <b>300</b>       |                                 |                    |                     |          |       |       |                 |
| <b>TOTAL CONTRACT AMOUNT THIS WORK ORDER</b>                           | <b>\$174,483</b> |                                 |                    |                     |          |       |       |                 |

MANHOUR (TASK 5) 2019-09-20.XLS

CITY OF HUTTO  
PROFESSIONAL SERVICE AGREEMENT FOR THE  
**COTTONWOOD CREEK DRAINAGE IMPROVEMENTS PROJECT, OLD TOWN STREETS PROJECT,  
CR 137 IMPROVEMENTS PROJECT, & LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PROJECT**

TASK ORDER NUMBER **\_6\_ (EAST STREET)**

This Task Order No. **\_6\_** ("Task Order") is entered into between the City of Hutto, Texas ("City") a Texas municipality, and Hejl, Lee & Associates, Inc. ("Professional") on **November**, 20**19**, under the terms and conditions established in the MASTER/TASK ORDER PRIME AGREEMENT between City and Professional dated **January 19**, 20**19**, (the "Agreement").

SECTION A – SCOPE OF SERVICES

A.1. Professional shall perform the following Services:

The City of Hutto voters approved road bond propositions in November 2018. This scope of work covers engineering services associated with projects included in the roads and drainage bond proposition. The specific projects covered by this scope of work are described below.

**EAST STREET IMPROVEMENTS:**

This project includes improvements of **approximately 1,600 LF of East Street from Pecan Street on the south to its intersection with Capitol Street (un-opened) on the north** to enhance existing drainage conveyance, perform street reconstruction, and associated utility upgrade, relocation, and adjustment.

East Street is a two-lane paved roadway with approximately 60 feet of right-of-way and bar ditches to convey surface runoff. It primarily serves local residences. Previous major improvements included roadway construction of asphalt pavement with ribbon curb and wastewater line installation which were completed in 2004.

Pursuant to the citizen's approval of municipal bond program in 2018, the City desires to improve the street with the following general guidelines:

- Existing overhead utilities will remain overhead.
- No landscape improvement and irrigation system to save available budget.
- Fire truck and emergency vehicle access to the neighborhood is the main concern.
- Subsurface utility engineering (SUE) level D investigation is critical to avoid utility conflict during construction.
- Sidewalk to be installed on both sides of the street.
- On-street parking will be provided where space is available.
- Improvements will be performed by city force. Construction contract bidding is not anticipated.
- Cross walk shall be enhanced to provide pedestrian safety and aesthetics.
- Install proposed water line per city's water system master plan.
- Storm water shall be conveyed by underground storm sewer system.

An outline of the proposed scope of services has been provided below:

## **DESIGN PHASE SERVICES**

1. Project Management
  - a. Project Meetings – Participate in project progress meetings to discuss progress, due outs, and other issues with the City Engineer and Public Works for the City.
  - b. Coordination Meetings – Prepare for and attend project coordination meetings with the City of Hutto (City Engineer and Public Works, City Manager, etc.) and other stakeholders to provide regular status updates and seek input.
  - c. Prepare Progress Reports, Invoices, and Schedules
  - d. Internal team coordination meetings
  - e. Prepare for and attend city council meetings to support City staff, presentations to council and provide technical expertise.
  - f. Stakeholder Meetings – Prepare for and attend stakeholder coordination meetings with the City of Hutto to provide regular status updates, seek input, and provide critical path updates.
2. Data collection – obtain project data necessary for project design
  - a. Perform topographic survey
  - b. Review previously performed street condition assessment
  - c. Conduct soil boring and subsurface geotechnical investigation
  - d. Gather and review property ownership and existing ROW maps
  - e. Gather utility maps (SUE Level D)
  - f. Coordinate with utility providers on existing and proposed utilities
  - g. Review applicable code and regulations, and establish project design criteria
3. Final Design
  - a. Determine appropriate street cross section
  - b. Perform pavement section design
  - c. Design proposed 8-inch water line and service reconnection
  - d. Coordinate any necessary land acquisition
  - e. Prepare plan and profile sheets of roadway plan
  - f. Develop roadway intersection plan
  - g. Evaluate storm water conveyance
  - h. Design underground storm sewer system
  - i. Design sidewalk, cross walk, and access ramps
  - j. Assess underground utility relocation and adjustment
  - k. Prepare erosion and sedimentation control and tree protection plan
  - l. Develop traffic control and detour plan
  - m. Prepare roadway signage and striping plan
  - n. Evaluate possible alternative design options
  - o. Perform quantity take-off of improvement items
  - p. Prepare final opinion of probable cost
  - q. Produce final design documents and specifications
  - r. Prepare and update project schedule
  - s. Coordinate with regulatory agencies on permitting issues
  - t. Prepare Final Engineering Report – to contain description and summary of:

- i. Any stakeholder outreach
- ii. Design Criteria
- iii. Utility coordination and mapping
- iv. Recommended layouts
  - i. Develop project budget estimates
  - v. Cost estimates

#### CONSTRUCTION PHASE SERVICES

1. Construction phase services will be performed following the written direction from the City, such as field engineering based on technical advice during construction works to address issues.
2. Compensation for construction phase services will be billed based on then prevailing hourly rate.

A.2. Professional shall provide the following deliverables to City:

- a. Minutes from Project and Coordination Meetings
- b. Coordinate and conduct Stakeholder meetings
- c. Final Design Engineering Report
- d. Final Design plan and technical specifications
- e. Final opinion of probable project cost

A.3. Exclusions

The following tasks will be excluded from this Task Order:

- a. Bidding packet preparation
- b. Bidding and award phase services
- c. Subsurface Utility Engineering beyond Level D services

#### SECTION B - SCHEDULE

Professional shall perform the Services according to the following schedule:

- Perform and complete final design plan within **120** calendar days of Notice To Proceed.

#### SECTION C - COMPENSATION

The total amount payable by City under this Task Order resulting from the Services is **\$178,943** as detailed in Task Order 4 Attachment A. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

|                      |          |
|----------------------|----------|
| Principal            | \$200.00 |
| Project Manager      | \$180.00 |
| Land Surveyor (RPLS) | \$145.00 |
| Engineer (P.E.)      | \$145.00 |
| Engineer (E.I.T.)    | \$130.00 |
| CAD Technician       | \$115.00 |
| 3 Man Crew           | \$140.00 |

|                   |          |
|-------------------|----------|
| 2 Man Crew        | \$130.00 |
| Field Coordinator | \$110.00 |
| Clerical          | \$ 88.00 |

C.1 The forgoing total compensation amount includes Reimbursable Expenses as defined herein.

#### SECTION D – OTHER PROVISIONS

The parties agree to the following provisions with respect to this specific Task Order:

D.1 Any services rendered by Professional beyond those described in Section A - Scope of Services shall be compensated on the same basis set forth in Section C.

D.2 All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with this Task Order. City and Professional hereby agree to the terms and conditions of this Task Order as of the date set forth above. The individuals signing this Task Order represent and warrant that they have the power and authority to enter into this Task Order and bind the parties for whom they sign.

CITY:

PROFESSIONAL

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

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

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

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

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

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

**TASK ORDER 6, ATTACHMENT A**

CITY OF HUTTO  
COTTONWOOD CREEK DRAINAGE IMPROVEMENTS PROJECT, OLD TOWN STREETS PROJECT,  
CR 137 IMPROVEMENTS PROJECT, & LEGENDS OF HUTTO DRAINAGE IMPROVEMENTS PROJECT

**EAST STREET DESIGN PHASE SERVICES**

HLA Project No. 11235-E

Prepared: 11-11-2019

| TASKS                                                                  | FEE              | E S T I M A T E D M A N H O U R |                    |                     |          |       |       |                 |
|------------------------------------------------------------------------|------------------|---------------------------------|--------------------|---------------------|----------|-------|-------|-----------------|
|                                                                        |                  | PRINCIPAL                       | PROJECT<br>MANAGER | PROJECT<br>ENGINEER | E. I. T. | TECH. | CREW  | ADM.<br>ASSIST. |
|                                                                        |                  | \$200                           | \$180              | \$145               | \$130    | \$115 | \$140 | \$88            |
| <b>1 PROJECT MANAGEMENT</b>                                            |                  |                                 |                    |                     |          |       |       |                 |
| a Project meetings ( 8 meetings)                                       | \$4,326          | 4                               | 8                  | 8                   | 4        | 2     |       | 2               |
| b Coordination meetings (8 meetings)                                   | 4,326            | 4                               | 8                  | 8                   | 4        | 2     |       | 2               |
| c Prepare progress reports, invoices, and schedules                    | 5,032            | 4                               | 6                  | 8                   | 8        | 4     | 1     | 4               |
| d Internal team coordination meetings (8 meetings)                     | 5,216            | 4                               | 8                  | 8                   | 8        | 4     | 1     | 2               |
| e Prepare for and attend city council meetings (2 meetings)            | 3,026            | 4                               | 4                  | 4                   | 4        | 2     |       | 2               |
| f Stakeholder meetings ( 4 meetings)                                   | 4,632            | 4                               | 6                  | 8                   | 6        | 4     |       | 4               |
|                                                                        | <b>\$26,558</b>  |                                 |                    |                     |          |       |       |                 |
| <b>2 DATA COLLECTION</b>                                               |                  |                                 |                    |                     |          |       |       |                 |
| a Perform topographic survey                                           | \$7,286          | 1                               | 2                  | 6                   | 8        | 16    | 20    | 2               |
| b Review previously performed street condition assessment              | 1,225            | 1                               | 2                  | 2                   | 2        | 1     |       |                 |
| c Conduct soil boring and subsurface geotechnical investigation        | 6,196            | 2                               | 2                  | 8                   | 8        | 12    | 12    | 2               |
| d Gather and review property ownership and existing ROW maps           | 2,108            | 1                               | 1                  | 2                   | 4        | 6     | 1     | 1               |
| e Gather utility maps (SUE Level D)                                    | 5,236            | 2                               | 4                  | 8                   | 10       | 8     | 4     | 2               |
| f Coordinate with utility providers on existing and proposed utilities | 4,676            | 2                               | 4                  | 8                   | 10       | 8     |       | 2               |
| g Review applicable code and regulations, establish design criteria    | 3,608            | 2                               | 4                  | 8                   | 6        | 4     |       | 1               |
|                                                                        | <b>30,335</b>    |                                 |                    |                     |          |       |       |                 |
| <b>3 FINAL DESIGN</b>                                                  |                  |                                 |                    |                     |          |       |       |                 |
| a Determine appropriate street cross section                           | \$3,058          | 2                               | 4                  | 6                   | 4        | 4     |       | 1               |
| b Perform pavement section design                                      | 3,118            | 2                               | 4                  | 8                   | 4        | 2     |       | 1               |
| c Design 8-inch water line and service reconnections                   | 6,956            | 2                               | 6                  | 8                   | 12       | 20    | 2     | 2               |
| d Coordinate any necessary land acquisition                            | 2,118            | 1                               | 2                  | 4                   | 4        | 2     | 1     | 1               |
| e Prepare plan and profile sheets of roadway plan                      | 16,636           | 8                               | 12                 | 24                  | 32       | 44    |       | 2               |
| f Develop roadway intersection plan                                    | 8,896            | 4                               | 6                  | 12                  | 18       | 24    |       | 2               |
| g Evaluate storm water conveyance                                      | 7,376            | 4                               | 8                  | 12                  | 12       | 12    | 2     | 2               |
| h Design underground storm sewer system                                | 11,586           | 4                               | 8                  | 16                  | 24       | 30    | 2     | 2               |
| i Design sidewalk, cross walk, and access ramps                        | 7,766            | 2                               | 6                  | 10                  | 16       | 20    | 2     | 2               |
| j Assess underground utility relocation and adjustment                 | 6,846            | 2                               | 6                  | 10                  | 16       | 12    | 2     | 2               |
| k Prepare erosion and sedimentation control, and tree protection plan  | 6,216            | 2                               | 6                  | 8                   | 12       | 16    |       | 2               |
| l Develop traffic control, detour plan and details                     | 6,856            | 2                               | 6                  | 12                  | 16       | 12    |       | 2               |
| m Prepare roadway signage and striping plan                            | 5,496            | 2                               | 6                  | 8                   | 10       | 12    |       | 2               |
| n Evaluate possible alternative design options                         | 6,576            | 4                               | 8                  | 10                  | 12       | 10    |       | 2               |
| o Perform quantity take-off of improvement items (60%, 90% & 100%)     | 3,128            | 2                               | 2                  | 4                   | 6        | 8     |       | 1               |
| p Prepare final opinion of probable cost (60%, 90%, & 100%)            | 4,038            | 2                               | 4                  | 6                   | 8        | 8     |       | 1               |
| q Produce final design documents and specifications                    | 4,126            | 2                               | 4                  | 6                   | 8        | 8     |       | 2               |
| r Prepare and update project schedule                                  | 3,436            | 2                               | 4                  | 6                   | 8        | 2     |       | 2               |
| s Coordinate with regulatory agencies on permitting issues             | 4,056            | 2                               | 6                  | 8                   | 6        | 4     |       | 2               |
| t Prepare Final Engineering Report                                     | 3,566            | 2                               | 6                  | 8                   | 4        | 2     |       | 2               |
|                                                                        | <b>121,850</b>   |                                 |                    |                     |          |       |       |                 |
| <b>SUBTOTAL PROFESSIONAL FEES</b>                                      | <b>\$178,743</b> |                                 |                    |                     |          |       |       |                 |
| <b>Reimbursable (Reproduction &amp; Misc. Expenses)</b>                | <b>200</b>       |                                 |                    |                     |          |       |       |                 |
| <b>TOTAL CONTRACT AMOUNT THIS WORK ORDER</b>                           | <b>\$178,943</b> |                                 |                    |                     |          |       |       |                 |

MANHOUR (TASK 6) 2019-11-11.XLS