



City of Hutto

Agenda

**Planning and Zoning Commission
Tuesday, September 6, 2022 at 7:00 PM
Council Chambers**

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

1. CALL SESSION TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. AGENDA ITEMS

- 4.1. Consideration and possible action on the meeting minutes from the regular scheduled Planning and Zoning Commission meeting held on August 2, 2022.
 - 4.2. Consideration and recommendation on the City of Hutto Capital Improvement Plan.
 - 4.3. Discussion on amending sections 10.609.4.1 Land Dedication, 10.609.5.3, Fee instead of Parkland Dedication, 10.609.6.2 Usability, and 10.609.6.5 Access, to update the minimum standards and fees related to parkland and open space dedication requirements - (Jeff White)
 - 4.4. Hold a public hearing for the proposed North Town Commons Lots 2, 3, 4 Block A Preliminary Plat, 2.864 acres, more or less, of land, 3 commercial lots, located on FM 1660 South.
 - 4.5. Consideration and possible action on the proposed Emory Crossing Phase 4 Final Plat 30.969 acres, more or less, of land located north of Limmer Loop, between Ed Schmidt Blvd. and FM1660 North.
 - 4.6. Consideration and possible action on the proposed Heritage Mill North Preliminary Plat, 88.24 acres, more or less, of land, 88.24 acres, more or less, of land, 388 lots, located on the south side of FM 1660 east of County Road 163.
-
- 4.7. Consideration and possible action on Bell Yard Schmidt's Creek Preliminary Plat, 30.31 acres, more or less, of land, two multi-family residential lots and one commercial lot, located off of Ed Schmidt and future Live Oak extension.

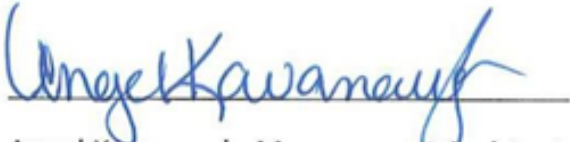
5. DEVELOPMENT SERVICES DIRECTOR REPORT

6. ADJOURNMENT

7. CERTIFICATION

I certify that this notice of the September 9, 2022 Hutto Planning and Zoning Commission meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on September 2, 2022 at 5:00 P.M.




Angel Kavanaugh, Management Assistant

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

AGENDA ITEM REPORT

4.1.



This agenda item meets the following City's Pillars:(check all that apply)

☐ Excellence and Efficiency through Collaboration

☐ Sustainable Growth

☐ Financial Responsibility

☐ Highest Quality of Life

To: Planning and Zoning Commission
Subject: Consideration and possible action on the meeting minutes from the regular scheduled Planning and Zoning Commission meeting held on August 2,2022.
Meeting: Tuesday, September 6, 2022
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Planning and Zoning Commission meeting minutes 8.2.2022



City of Hutto

Minutes

Planning and Zoning Commission Tuesday, August 2, 2022 at 7:00 PM City Council Chambers

1. CALL SESSION TO ORDER

The meeting was called to order at 7:01 PM.

2. ROLL CALL

Members of the Planning and Zoning Commission in attendance were: Rick Hudson, Bryan Lee, Kurt Schwerdtfeger, Susanna Boyer. David Meyer, Bart Hutchings and Jerica Lawyer were not in attendance. Members of the City of Hutto Staff in attendance were: Ashley Bailey, Director of Development Services, Autumn Speer, Planning Manager, and Angel Kavanaugh, Management Assistant.

3. PUBLIC COMMENT

No public comment.

4. AGENDA ITEMS

- 4.1. Consideration and possible action on the meeting minutes from the regular scheduled Planning and Zoning Commission meeting held on July 5, 2022.

Commissioner Susanna Boyer made a motion to accept the meeting minutes from the regular scheduled Planning and Zoning Commission meeting held on July 5, 2022 as written, seconded by vice chair Bryan Lee. Motion passed 4 Ayes to 0 Nays.

- 4.2. Consideration and possible action on the minor modification application of Kona TX BBQ food truck to be located in the Historic District at 209 Farley Street.

Staff presented applicant's request for the minor modification application of Kona TX BBQ food truck to be located in the Historic District at 209 Farley Street.

Discussion ensued between staff and commissioners.

Vice chair Bryan Lee made a motion to approve the minor modification application of Kona TX BBQ food truck to be located in the Historic District at 209 Farley Streets written, seconded by Commissioner Kurt Schwerdtfeger. Motion passed 4 Ayes to 0 Nays.

- 4.3. Hold a public hearing for the proposed Bell Yard Schmidt's Creek Preliminary Plat, 30.31 acres, more or less, of land, 2 multi-family residential lots and one commercial lot, located off of Ed Schmidt and future Live Oak extension.

Staff presented the public hearing for the proposed Bell Yard Schmidt's Creek Preliminary Plat, 30.31 acres, more or less, of land, 2 multi-family residential lots and one commercial lot, located off of Ed Schmidt and the future Live Oak extension.

Chair Rick Hudson opened the public hearing at 7:07 pm and closed at 7:07pm.

No action taken

- 4.4. Consideration and possible action on the proposed Durango Farms Phase 3 Final Plat, 10.554 acres, more or less, of land, one commercial lot, located south of Limmer Loop off of FM 1660.

Staff presented the applicant's request on the proposed Durango Farms Phase 3 Final Plat, 10.554 acres, more or less, of land, one commercial lot, located south of Limmer Loop off of FM 1660.

Discussion ensued between staff and commissioners.

Commissioner Kurt Schwerdtfeger made a motion to approve the proposed Durango Farms Phase 3 Final Plat, 10.554 acres, more or less, of land, one commercial lot, located south of Limmer Loop off of FM 1660 as written, seconded by commissioner Susanna Boyer. Motion passed 4 Ayes to 0 Nays.

- 4.5. Consider action regarding a subdivision variance request for the property known as 411 & 421 Ed Schmidt Boulevard, 2.25 acres, more or less, of land, for driveway spacing less than 425 feet.

Staff presented applicant's request for a subdivision variance request for the property known as 411 & 421 Ed Schmidt Boulevard, 2.25 acres, more or less, of land, for driveway spacing less than 425 feet.

Discussion ensued between staff, commissioner and applicant.

Commissioner Susanna Boyer made a motion to accept a subdivision variance request for the property known as 411 & 421 Ed Schmidt Boulevard, 2.25 acres, more or less, of land, for driveway spacing less than 425 feet as written, seconded by Chair Rick Hudson. Motion passed 4 Ayes to 0 Nays.

- 4.6. Consider a recommendation to City Council for the Revised Planned Unit Development (PUD) zoning ordinance request for the property known as 411, 421, 431 and 441 Ed Schmidt Boulevard Planned Unit Development (PUD), 4.30 acres, more or less, of land, Lots 2, 3, 4 and 5 of the Emory Farms Commercial Subdivision, located on Ed Schmidt Boulevard.

Staff presented applicants request of a recommendation to City Council for the Revised Planned Unit Development (PUD) zoning ordinance request for the property known as 411, 421, 431 and 441 Ed Schmidt Boulevard Planned Unit Development (PUD), 4.30 acres, more or less, of land, Lots 2, 3, 4 and 5 of the Emory Farms Commercial Subdivision, located on Ed Schmidt Boulevard.

Discussion ensued between staff, commissioner and applicants.

Commissioner Susanna Boyer made a motion to accept and consider a recommendation to City Council for the Revised Planned Unit Development (PUD) zoning ordinance request for the property known as 411, 421, 431 and 441 Ed Schmidt Boulevard Planned Unit Development (PUD), 4.30 acres, more or less, of land, Lots 2, 3, 4 and 5 of the Emory Farms Commercial Subdivision, located on Ed Schmidt Boulevard as written, seconded by Commissioner Kurt Schwerdtfeger. Motion passed Ayes to 0.

- 4.7. Consideration and possible action on the Emory Farms Commercial Amended Plat for Lots 4 and 5, known as 411 & 421 Ed Schmidt Boulevard, 2.25 acres, more or less.

Staff presented applicants request on the Emory Farms Commercial Amended Plat for Lots 4 and 5, known as 411 & 421 Ed Schmidt Boulevard, 2.25 acres, more or less.

Discussion ensued between staff, commissioners and applicants.

Vice-chair Bryan Lee made a motion to accept staff recommendations on the Emory Farms Commercial Amended Plat for Lots 4 and 5, known as 411 & 421 Ed Schmidt Boulevard, 2.25 acres, more or less with the condition that the new access location is reflected on the final plat, seconded by commissioner Susanna Boyer. Motion passed 4 Ayes to 0 Nays

5. DEVELOPMENT SERVICES DIRECTOR REPORT

Ashley Bailey updated that this was Autumn Speer's last day at the City of Hutto, and an update on the Comprehensive Plan will be presented to council on August 18, 2022.

6. ADJOURNMENT

The meeting was adjourned at 7:43 pm.

7. CERTIFICATION

I certify that this notice of the August 2, 2022 Hutto Planning and Zoning Commission meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on July 29, 2022 at 5:00 P.M.

Planning and Zoning Commission Chair

AGENDA ITEM REPORT

4.2.



This agenda item meets the following City's Pillars:(check all that apply)

☐ *Excellence and Efficiency through Collaboration*

☐ *Sustainable Growth*

☐ *Financial Responsibility*

☐ *Highest Quality of Life*

To: Planning and Zoning Commission
Subject: Consideration and recommendation on the City of Hutto Capital Improvement Plan.
Meeting: Tuesday, September 6, 2022
Department: Finance
Staff Contact: Angie Rios

BACKGROUND INFORMATION:

See attached proposed Capital Improvement Plan.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. CIP Bond Projects

City of Hutto Priority Transportation & Drainage Projects

				IMMEDIATE NOW - 9/30	URGENT (Start in FY23)					
Hutto Project #	In Impact Fee Study* Y or N / Project #	Priority	Project	FY 2022	FY2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
T1	Y / A21	1	FM 1660 North at US 79	\$0	\$541,610	\$25,000	\$0	\$0	\$0	\$566,610
T2	Y / A19 A20	1	FM 1660 at Limmer Loop	\$0	\$4,965,400	\$1,750,600	\$315,100	\$0	\$0	\$7,031,100
T3	Y / A53	1	FM 1660 South at US 79	\$0	\$117,600	\$3,121,630	\$477,000	\$0	\$0	\$3,716,230
T9	N	1	Live Oak Street Pavement Reconstruction	\$0	\$1,055,000	\$0	\$0	\$0	\$0	\$1,055,000
T7	N	1	Megasite East - West Arterial	\$250,000	\$2,120,000	\$9,100,000	\$5,300,000	\$0	\$0	\$16,770,000
T8	N	1	Megasite North - South Arterial	\$250,000	\$870,000	\$6,100,000	\$1,110,000	\$0		\$8,330,000
T4	Y (Partially) / A48	2	CR 137 from FM 1660 to Brushy Creek	\$0	\$420,000	\$3,150,000	\$1,050,000	\$0	\$0	\$4,620,000
T5	N	3	Lakeside Estates Sidewalks	\$0	\$975,000	\$1,000,000	\$1,000,000	\$187,010		\$3,162,010
T6	Y (South of US 79) / A63	3	CR 132 Overpass at US 79	\$0	\$1,700,000	\$2,800,000	\$8,500,000	\$17,100,000	\$15,100,000	\$45,200,000
T13	Y / A55	3	CR 199 Repairs	\$0	\$246,000	\$0	\$0	\$0	\$0	\$246,000
T12	N	3	Legends of Hutto Drainage Channel Improvements	\$0	\$0	\$156,250	\$968,750	\$0		\$1,125,000
T14	N	3	Drainage Master Plan Update	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
T11	Y / A22	3	Traffic Signal - Innovation at Limmer Loop	\$0	\$0	\$564,250	\$0	\$0		\$564,250
T10	Y (Partially) / A32	3	Ed Schmidt - Safety and Operational Improvements	\$0	\$100,000	\$667,000	\$0	\$0	\$0	\$767,000
* June 2018 Roadway Impact Fee Study										
Priority Transportation & Drainage Projects Subtotals:				\$500,000	\$13,110,610	\$28,434,730	\$19,070,850	\$17,287,010	\$15,100,000	\$93,503,200

Notation System

Priority	Definition
1	Highest priority critical projects to start immediately
2	Needs to move into design/get under contract before the end of Calendar Year 2022
3	Needs to be tracked and move into design as needed starting in early Calendar Year 2023

City of Hutto Priority Wastewater Projects

					IMMEDIATE NOW - 9/30	URGENT (Start in FY23)					
Hutto Project #	Priority	In Rate Study* (Y or N)	In Impact Fee Study** (Y or N)	Project	FY 2022	FY2023	FY 2024	FY 2025	FY 2026	Total	
WW01	1	Y (All growth scenarios)	Y	Glenwood LS Decommissioning, Construct 33" Interceptor,and Tw	\$316,000	\$4,310,240	\$4,626,240	\$2,313,120	\$0	\$11,565,600	
WW02	1	Y (Moderate growth scenario only)	N	South WWTP Capacity Rerate Study	\$45,000	\$0	\$0	\$0	\$0	\$45,000	
WW03	1	Yes only for expansion beyond 2.0MGD	Y (if considered part of WWTP expansion)	South WWTP UV System Upgrade	\$189,600	\$1,390,400	\$0	\$0	\$0	\$1,580,000	
WW04	1	Y (Aggressive growth scenario only, Expansion from 2.0 to 4.0 MGD)	Y (Expansion from 2.0 MGD to 4.0 MGD)	South WWTP Expansion from 2.3 to 6 MGD, PER, 30% Design	\$257,500	\$1,287,500	\$0	\$0	\$0	\$1,545,000	
WW07	1	N	N	MEGASITE West: South Cottonwood Creek Interceptor Ph 1	\$400,435	\$2,002,176	\$2,002,176	\$0	\$0	\$4,404,787	
WW09	1	N but check for service north of 79	N	MEGASITE East: 24" gravity line, lift station, 12" force main to serve RCR, Acropolis and the eastern portion of Megasite	\$275,200	\$2,000,000	\$4,550,400	\$4,550,400	\$0	\$11,376,000	
WW08	2	N	N	MEGASITE West: South Cottonwood Creek Interceptor Ph 2	\$0	\$318,528	\$1,592,640	\$1,592,640	\$0	\$3,503,808	
WW10	3	Y (Moderate and Aggressive growth scenarios only, includes the entire Interceptor & LS)	Y	Brushy Creek Interceptor Phase III (Cost Participation)	\$0	\$327,352	\$1,636,760	\$1,636,760	\$1,636,760	\$5,237,632	
WW05	3	Y (Aggressive growth scenario only, Expansion from 2.0 to 4.0 MGD)	Y (Expansion from 2.0 MGD to 4.0 MGD)	South WWTP Final Design and Bidding for expansion to 6 MGD	\$0	\$6,695,000	\$0	\$0	\$0	\$6,695,000	
WW06	3	Y (Aggressive growth scenario only, Expansion from 2.0 to 4.0 MGD)	Y (Expansion from 2.0 MGD to 4.0 MGD)	South WWTP Construction of 6 MGD expansion	\$0	\$0	\$39,900,000	\$39,900,000	\$39,900,000	\$119,700,000	
* Nov 2021 NewGen Rate Study**Dec 2020 Water & WW Impact Fee Study					Priority Wastewater Projects Subtotals:	\$1,483,735	\$18,331,196	\$54,308,216	\$49,992,920	\$41,536,760	\$165,652,827

Notation System

Priority	Definition
1	Highest priority critical projects to start immediately
2	Needs to move into design/get under contract before the end of Calendar Year 2022
3	Needs to be tracked and move into design as needed starting in early Calendar Year 2023

City of Hutto Priority Water Projects

Hutto Project #	Priority	In Rate Study* (Y or N)	In Impact Fee Study** (Y or N)	Project	IMMEDIATE	URGENT	Projected				
					NOW - 9/30	START IN FY23					
					FY 2022	FY2023	FY2024	FY2025	FY2026	FY2027	Total
W1	1	Y	Y	Frameswitch Pump Station Improvements	\$121,500	\$4,500,000	\$3,335,500	\$0	\$0	\$0	\$7,957,000
W2	1	Y	Y	Shiloh and Noack Pump Station Improvements	\$247,000	\$5,000,000	\$5,108,600	\$0	\$0	\$0	\$10,355,600
W3	1	N	N	Frameswitch 3.5 MG GST #2	\$250,000	\$6,500,000	\$5,758,500	\$0	\$0	\$0	\$12,508,500
W4	1	Y	N	Jonah 1.0 MGD Supply & Emergency 8" Interconnect	\$110,000	\$755,187	\$0	\$0	\$0	\$0	\$865,187
W5	1	N	N	Jonah 1.0 MGD Supply & Emergency 8" Interconnect - Pumping and Supply Improvements	\$0	\$0	\$350,000	\$0	\$0	\$0	\$350,000
W16	1	Y (w/ changes)	Y	Highway 79 42" Waterline (801 PP)	\$2,000,000	\$4,467,500	\$0	\$0	\$0	\$0	\$6,467,500
W6	1	Y (w/ changes)	Y	CR 132 12" and 30" - Phase 1 (US79 to Carl Stern)	\$100,000	\$900,000	\$1,845,550	\$0	\$0	\$0	\$2,845,550
W7	1	N	N	Limmer Loop 24" & 36" Waterline (890 PP)	\$100,000	\$9,000,000	\$8,931,000	\$0	\$0	\$0	\$18,031,000
W8	2	N	N	Emergency Interconnect - 16" Waterline with Wholesale Provider	\$0	\$850,000	\$3,500,000	\$2,744,400	\$0	\$0	\$7,094,400
W9	3	Y	Y	Water Master Plan	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000
W10	2	N	N	Megasite - Phase 1 Waterlines	\$0	\$400,000	\$2,500,000	\$1,009,020	\$0	\$0	\$3,909,020
W11	2	N	Y	FM 1660 16" & 20" Waterlines (801 PP) – Phase I	\$150,000	\$900,000	\$143,715	\$0	\$0	\$0	\$1,193,715
W12	3	N	N	New 2.0-MG 801' Elevated Storage Tank	\$0	\$0	\$0	\$5,127,840	\$6,837,120	\$5,127,840	\$17,092,800
W13	3	Y (w/ changes)	Y	Additional Simsboro Wells No. 13, 14, and 15	\$0	\$550,000	\$3,750,000	\$3,507,455	\$0	\$0	\$7,807,455
W14	3	N	N	CR 132 12" & 30" Waterline (801' PP) - Phase II	\$0	\$715,000	\$3,500,000	\$1,749,500	\$0	\$0	\$5,964,500
W15	3	N	N	Megasite - Phase II Waterlines	\$0	\$0	\$373,400	\$2,100,000	\$655,760	\$0	\$3,129,160

* Nov 2021
NewGen Rate
Study

**Dec 2020 Water
& WW Impact Fee
Study

Priority Water Projects Subtotals:

\$3,078,500

\$34,687,687

\$39,096,265

\$16,238,215

\$7,492,880

\$5,127,840

\$105,721,387

Notation System

Priority	Definition
1	Highest priority critical projects to start immediately
2	Needs to move into design/get under contract before the end of Calendar Year 2022
3	Needs to be tracked and move into design as needed starting in early Calendar Year 2023

AGENDA ITEM REPORT

4.3.



This agenda item meets the following City's Pillars:(check all that apply)

☐ Excellence and Efficiency through Collaboration

☐ Sustainable Growth

☐ Financial Responsibility

☐ Highest Quality of Life

To: Planning and Zoning Commission

Subject: Discussion on amending sections 10.609.4.1 Land Dedication, 10.609.5.3, Fee instead of Parkland Dedication, 10.609.6.2 Usability, and 10.609.6.5 Access, to update the minimum standards and fees related to parkland and open space dedication requirements - (Jeff White)

Meeting: Tuesday, September 6, 2022

Department: Community Services

Staff Contact: Jeff White

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 20220726-Hutto-ORD-Park Land Dedication-v3
2. UDC

ORDINANCE NO. O-2022-

**AN ORDINANCE OF THE CITY OF HUTTO, TEXAS,
AMENDING SECTIONS 10.609.4.1, LAND DEDICATION,
10.609.5.3, FEE INSTEAD OF PARKLAND DEDICATION,
10.609.6.2, USABILITY, AND 10.609.6.5 ACCESS, TO
UPDATE THE MINIMUM STANDARDS AND FEES
RELATED TO PARKLAND AND OPEN SPACE
DEDICATION REQUIREMENTS.**

WHEREAS, the City of Hutto, Texas (the “City”), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the City has adopted a Unified Development Code, and since its adoption has made several amendments thereto; and

WHEREAS, the City Council finds desires to update the minimum standards and fees related to parkland and open space dedication requirements; and

WHEREAS, on January 23, 2020, the City Council approved Resolution No. R-20-01-23-8B adopting the City of Hutto Parks, Recreation, Open Space and Trails Master Plan; and

WHEREAS, City staff presented to the Planning and Zoning Commission certain proposed amendments to the Unified Development Code related to the standards and fees to the parkland and open space dedication requirements; and

WHEREAS, the City Council finds on _____, after notice required by law and the City of Hutto Unified Development Code, the Planning and Zoning Commission of the City of Hutto held a public hearing regarding said amendments to the Unified Development Code, and recommended that certain amendments be adopted by the City Council of the City of Hutto; and

WHEREAS, the City Council finds on _____, after notice required by law and the City of Hutto Unified Development Code, the City Council of the City of Hutto held a public hearing regarding said amendments; and

WHEREAS, the City Council finds all requirements of the City of Hutto Unified Development Code pertaining to amendments of the Unified Development Code have been met; and

WHEREAS, the City Council finds certain amendments to the Unified Development Code are necessary to meeting changing conditions and are in the best interest of the City; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to adopt this Ordinance have been met.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: Chapter 10, Article 609, Sections 10.609.4.1 ,10.609.5.3 and 10.609.6.2, and 10.609.6.5 of the Unified Development Code of the City of Hutto, is hereby amended to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in **Attachment A**.

Section 3. Cumulative; Repealer: This Ordinance shall be cumulative of all provisions of the City Code and other ordinances of the City of Hutto, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of other ordinances. All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.

Section 7. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 8. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government

Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and **APPROVED** on the first reading this the _____ day of _____ **2022**.

READ, PASSED, and ADOPTED on the second reading of this ____ day of _____, **2022** at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Walton, City Secretary

(SEAL)

APPROVED AS TO FORM:

Cristian Rosas-Grillet, Assistant City Attorney

Attachment “A”

10.609.4.1 Land dedication

Subdividers and developers must dedicate a minimum of at least 1,000 sq. ft. of park area for each single household lot or proposed number of dwelling units, or cash instead of dedication. ~~[If the dedicated land is in a 100-year floodplain, or the slope is greater than 15%, the required dedication is at least 2,000 sq. ft. per single household lot or proposed number of dwelling units, or cash instead of dedication.]~~ If an area is replatted before construction of the development, and/or the number of anticipated dwelling units increases, the developer must adjust either the amount of dedicated parkland dedicated, or the amount of cash in lieu, to provide for the change in units.

~~[Private parks to be intended to be maintained by private organizations such as homeowners/property owners associations will be given a 25% credit for the area of the proposed private park. This credit is not extended to private amenity centers.]~~

10.609.5.3 Fee instead of parkland dedication

If Development Services staff and/or the Parks and Recreation Department finds a land dedication in conformance to this chapter would not serve the public interest, they may require payment of a fee instead of the dedication or may require dedication of a smaller amount of land than would otherwise be required, and payment of a fee instead of the part not dedicated. The amount of the fee is set by a per dwelling-unit calculation as described in the City’s Fee Schedule.

All fee payments must be used for the acquisition of future parkland or parkland improvements.

Fees instead of a land dedication will be required when the dedication formula would result in a dedication of ~~[no more]~~ less than ~~[3]~~ 15 acres.

10.609.6.2 Usability

All ~~[least 50% of the total]~~ parkland dedicated must be located outside the 100-year flood plain, alluvial soils, lakes, or other water bodies, and areas with slopes at least 15%. ~~[At least 75%]~~ All of the total land dedicated must be located outside of wetlands subject to Federal or State regulatory jurisdiction. Lakes, ponds, creeks, or other water bodies, and wetlands may be dedicated if sufficient abutting land is

dedicated as a public recreation area or park, or if the area is a necessary part of the drainage control system.

Parks and active open space must be improved with water, sanitary sewer (if available), storm sewer (if available) and electrical service.

10.609.6.5 Access

~~[At least 50% of the perimeter of a park or open space area of no more than 10 acres, and at least 30% of the perimeter of a community park or open space area of greater than 10 acres, must front on a public street with a residential lane or greater classification. Large parks (greater than 20 acres, or with greater than 1500 ft. of street frontage, and linear parks (e.g. greenlinks, rail-to-trail paths, lakefront corridors, riparian corridors, etc.)]~~

Proposed parkland must front on a public street with a residential lane or greater classification to the maximum extent practicable.

Convenient pedestrian and vehicular access to parks and open space must be provided. In areas of parkland not fronting a public street, access by frequent greenlinks or public paths must be provided.

10.609 Parkland and open space dedication

10.609.1 Intent

This subsection is intended to ensure the city has enough parkland to meet the recreational needs of its residents.

10.609.2 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	Yes

10.609.3 Applicability: overview of requirements

A subdivider or developer of land for residential or non-residential purposes is required to dedicate a portion of land or pay a fee in lieu for public park and/or open space development to serve the recreational needs of the residents of the subdivision or development.

The following dedications and improvements must be installed before the approval of the final plat for a subdivision, in conformance to the standards of this section.

10.609.4 Land dedication and improvement fees for parks and open space

10.609.4.1 Land dedication

Subdividers and developers must dedicate a minimum of at least 1,000 sq. ft. of park area for each single household lot or proposed number of dwelling units, or cash instead of dedication. If the dedicated land is in a 100 year floodplain, or the slope is greater than 15%, the required dedication is at least 2,000 sq. ft. per single household lot or proposed number of dwelling units, or cash instead of dedication.

If an area is replatted before construction of the development, and/or the number of anticipated dwelling units increases, the developer must adjust either the amount of dedicated parkland dedicated, or the amount of cash in lieu, to provide for the change in units.

Private parks to be intended to be maintained by private organizations such as homeowners/property owners associations will be given a 25% credit for the area of the proposed private park. This credit is not extended to private amenity centers.

10.609.4.2 Parkland development fees

Subdividers and developers must pay a parkland development fee for the cost of parkland improvements. Parkland development fees are detailed in the fee schedule.

If an area is replatted before construction of the development, and/or the number of anticipated dwelling units increases, the developer must adjust the parkland development fees to provide for the change in units.

10.609.5 Dedication procedure and fee determination

10.609.5.1 Dedication proposal

Proposed parkland dedication must be presented as part of the preliminary plat review. The area to be dedicated must be shown on the preliminary plat and final plat; and must be included in the dedication

statement. Dedicated parkland must meet the requirements and guidelines of this section, and the City of Hutto Parks, Recreation, Open Space and Trails Master Plan, as amended. Potential parkland dedication must be approved by the Parks and Recreation Director or designated agents at the conceptual plan stage, and approved by the Parks Advisory Board and Parks and Recreation Director at the preliminary plat stage.

10.609.5.2 Dedication or fee required before plat recording

Land and/or fee requirements instead of land for subdivisions and other residential development must be met before the plat is recorded.

10.609.5.3 Fee instead of parkland dedication

If Development Services staff and/or the Parks and Recreation Department finds a land dedication in conformance to this chapter would not serve the public interest, they may require payment of a fee instead of the dedication or may require dedication of a smaller amount of land than would otherwise be required, and payment of a fee instead of the part not dedicated. The amount of the fee is set by a per-dwelling-unit calculation as described in the City's Fee Schedule.

All fee payments must be used for acquisition of future parkland.

Fees instead of a land dedication will be required when the dedication formula would result in a dedication of no more than 3 acres.

10.609.5.4 Dedication by warranty deed

Parkland must be dedicated to the city by general warranty deed, and acceptable evidence of clear title and payment of all taxes must be provided to the city.

10.609.5.5 Improvements by park site

The subdivider or developer is responsible for installation of public improvements next to the park site including, but not limited to, curb and gutters, streets, sidewalks, storm drainage facilities, and bridges made necessary by the development.

10.609.6 Nature of parkland

10.609.6.1 Unity

Dedicated park land must form a single parcel, unless Development Services staff or Parks and Recreation Department finds that two or more parcels would be in the best interest of the public, given the type and distribution of open spaces needed to adequately serve the proposed development. In those cases, a dedicated strip of land at least 30 ft. wide connecting the dedicated parcels may be required.

10.609.6.2 Usability

At least 50% of the total parkland dedicated must be located outside the 100 year flood plain, alluvial soils, lakes, or other water bodies, and areas with slopes at least 15%. At least 75% of the total land dedicated must be located outside of wetlands subject to Federal or State regulatory jurisdiction. Lakes, ponds, creeks, or other water bodies, and wetlands may be dedicated if sufficient abutting land is dedicated as a public recreation area or park, or if the area is a necessary part of the drainage control system.

Parks and active open space must be improved with water, sanitary sewer (if available), storm sewer (if available) and electrical service.

10.609.6.3 Shape

The shape of a dedicated park site must be compact and sufficiently rectangular or round, so it is a meaningful, quality open space. Parks and open space areas cannot take the form of narrow strips, except corridors in conjunction with the parks master plan, and medians at least 100 ft. wide.

10.609.6.4 Location

Dedicated parkland is ideally located in a central location that is in a reasonable walking distance (1000 ft. - 1,500 ft.) of residents of the subdivision or planned development. Dedicated parkland may be located outside of the residential development to conform to comprehensive or neighborhood plans, to add property to existing parkland, or to combine land dedication efforts with other developments.

10.609.6.5 Access

At least 50% of the perimeter of a park or open space area of no more than 10 acres, and at least 30% of the perimeter of a community park or open space area of greater than 10 acres, must front on a public street with a residential lane or greater classification. Large parks (greater than 20 acres, or with greater than 1500 ft. of street frontage, and linear parks (e.g. greenlinks, rail-to-trail paths, lakefront corridors, riparian corridors, etc.) must front on a public street with a residential lane or greater classification to the maximum extent practicable.

Convenient pedestrian and vehicular access to parks and open space must be provided. In areas of parkland not fronting a public street, access by frequent greenlinks or public paths must be provided.

10.609.6.6 Topography

The average slope of the portion of dedicated parkland cannot exceed the average slope of the entire subdivision or planned development. Slope on the usable portion of dedicated park must be <15%.

10.609.7 Land not eligible for parkland dedication requirements

The following are criteria for land ineligible for parkland dedication requirements. Ineligible land can be dedicated for parkland, but it cannot be counted towards the minimum necessary to meet dedication requirements.

- Detention ponds, retention ponds, and drainageways.
- Rights-of-way and/or easements of irrigation ditches, laterals and aqueducts, power lines, pipelines or other public or private utilities.
- Wetlands that are saturated for greater than 25% of the year, swamps, and boggy lands.
- Entry features, areas devoted to decorative landscaping, green lanes, traffic islands, medians <100 ft. wide, tree lawns, and areas following development perimeter walls.
- Private community and amenity centers.
- Golf courses, country clubs and similar facilities.
- Land used for mining or oil or gas wells.

10.610 Pedestrian and bicycle facilities**10.610.1 Applicability**

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	No; see Section 10.502	No; see Section 10.503	Yes

10.610.2 Sidewalks**10.610.2.1 Location**

- Sidewalks must be installed on both sides of all public streets, except limited access highways and loop lanes.

AGENDA ITEM REPORT

4.4.



This agenda item meets the following City's Pillars:(check all that apply)

☐ Excellence and Efficiency through Collaboration

☐ Sustainable Growth

☐ Financial Responsibility

☐ Highest Quality of Life

To: Planning and Zoning Commission

Subject: Hold a public hearing for the proposed North Town Commons Lots 2, 3, 4 Block A Preliminary Plat, 2.864 acres, more or less, of land, 3 commercial lots, located on FM 1660 South.

Meeting: Tuesday, September 6, 2022

Department: Development Services

Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

No action - Public hearing only

STAFF REVIEW:

None

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

ATTACHMENTS:

None

AGENDA ITEM REPORT

4.5.



This agenda item meets the following City's Pillars:(check all that apply)

☐ Excellence and Efficiency through Collaboration

☐ Sustainable Growth

☐ Financial Responsibility

☐ Highest Quality of Life

To: Planning and Zoning Commission
Subject: Consideration and possible action on the proposed Emory Crossing Phase 4 Final Plat 30.969 acres, more or less, of land located north of Limmer Loop, between Ed Schmidt Blvd. and FM1660 North.
Meeting: Tuesday, September 6, 2022
Department: Development Services
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposal consists of a final plat for 77 single family lots, 16 townhome lots, 60 condominium lots, 4 alley lots and 4 landscape lots, and a drainage lot. The property is zoned PUD for a mixture of residential lots (Ordinance O-18-06-21-8C).

WEST: Emory Crossing, residential proposed

NORTH: ETJ, vacant; and Emory Crossing, residential proposed

EAST: Emory Crossing, residential proposed

SOUTH: Single Family 1 (SF-1) Hutto Parke

SUMMARY OF REQUEST:

The proposed final plat is in compliance with the revised preliminary plat approved in 2020 and has access to City wastewater and Jonah water.

STAFF REVIEW:

The proposed Final Plat is in compliance with the applicable subdivision regulations. Staff recommends approval.

FINANCIAL IMPACT:

Not Applicable

AGENDA ITEM REPORT

4.5.

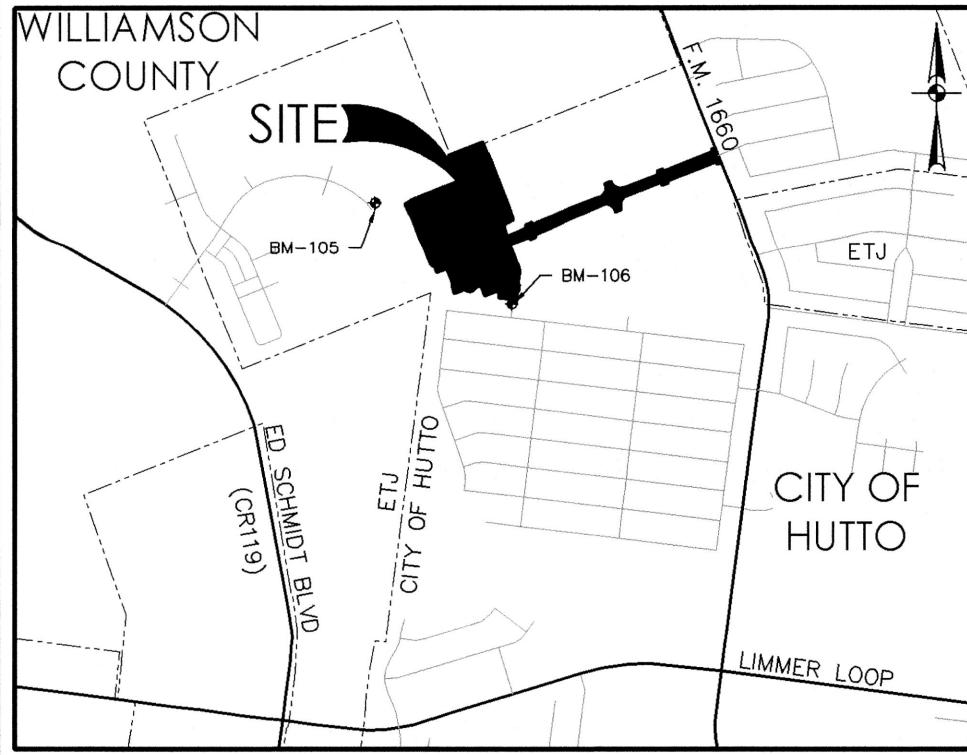


POLICY IMPLICATIONS:

Sustainable Growth

ATTACHMENTS:

1. EmoryCrossingPh4FP-U3-Plat(7-5-22)



LOCATION MAP
SCALE: 1" = 2,000'

OWNER: WLH COMMUNITIES - TEXAS LLC
ADDRESS: 810 HESTERS CROSSING RD., SUITE 235
ROUND ROCK, TX 78681

ACREAGE: 30.969 ACRES
LOTS ACREAGE: 20.000 ACRES
ROW ACREAGE: 10.969 ACRES

ENGINEER & SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
10801 N MOPAC EXPY.,
BLDG. 3, SUITE 200
AUSTIN, TX 78759
(512) 454-8711 P

SURVEY: JOHN DYKES SURVEY
ABSTRACT NO. 189

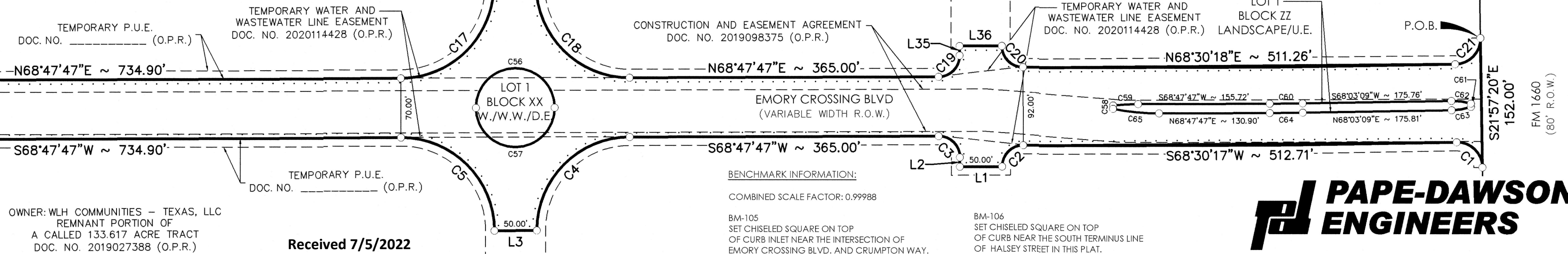
NUMBER OF BLOCKS: 12
SINGLE FAMILY LOTS: 77
TOWNHOME LOTS: 16
CONDOMINIUM LOTS: 60
ALLEY LOTS: 4
LANDSCAPE/U.E. LOTS: 3
LANDSCAPE/W.W./D.E. LOTS: 1
PRIVATE DRAINAGE LOTS: 1
TOTAL LOTS: 162

SUBMITTAL DATE: FEBRUARY 25, 2022

DATE OF PLANNING AND ZONING
COMMISSION REVIEW:
2022

STREET NAME	CLASSIFICATION	ROW WIDTH (FEET)	TREE YARD (FEET)	SIDEWALK WIDTH (FEET)	DRIVEWAY DISTANCE FROM CORNER	STREET LENGTH (LINEAR FEET)
CRUMPTON WAY	LOCAL	50	7	5	50	375
ROBERT LANE	LOCAL	50	7	5	50	952
HALSEY STREET	LOCAL	50	7	5	50	1516
CHRISTY STREET	LOCAL	50	7	5	50	791
EARL STREET	LOCAL	50	7	5	50	340
EMORY CROSSING BLVD.	NEIGHBORHOOD COLLECTOR	70/92	5/6 & 3.5/12.5	6 & 10	125	3122
DISMUKES STREET	LOCAL	50	7	5	50	518
BETE ROAD	LOCAL	50	7	5	50	300
JIM STREET	LOCAL	50	7	5	50	40
EARL STREET	LOCAL	50	7	5	50	340
LEEANNE ROAD	LOCAL	50	7	5	50	142

MATCHLINE - SEE THIS SHEET



Received 7/5/2022



DATE OF PLAT PREPARATION: FEBRUARY 25, 2022

SHEET 1 OF 5



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

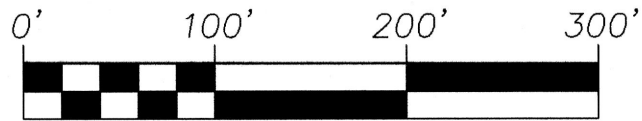
PLAT NOTES

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACKS SHALL CONFORM TO PUD ORDINANCE NO. 0-18-06-21-8C REQUIREMENTS.
3. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) AND ACCESS EASEMENT (AE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
4. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES OF SF-1 AND SF-1 CONDOMINIUM LOTS.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION IN CONFORMANCE WITH THE PUD ORDINANCE NO. 0-18-06-21-8C.
8. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS AS AMENDED.
9. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE 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.
10. WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
11. WATER WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. JONAH S.U.D. ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. UTILITY PROVIDERS FOR THIS SUBDIVISION ARE:
WATER JONAH WATER SUD
WASTEWATER CITY OF HUTTO
ELECTRIC ONCOR
13. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
14. OPEN SPACE, ROUNDABOUTS, MEDIANS, PRIVATE DRAINAGE, AND ALLEYS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
15. ALL LOTS IN THIS SUBDIVISION SHALL BE ZONED PUD WITH A BASE ZONING OF SF-1 AND B-1 PER PUD ORDINANCE NO. 0-18-06-21-8C.
16. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
17. THE MAXIMUM IMPERVIOUS COVER FOR THE RESIDENTIAL LOTS SHALL BE CALCULATED AS THE TOTAL SQUARE FOOTAGE WITHIN THE BUILDING SETBACKS OF EACH INDIVIDUAL RESIDENTIAL LOT.
18. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO CODES AND REGULATIONS, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
19. ON-SITE STORM WATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
20. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
21. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
22. ALL LANDSCAPE & PARK LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
23. LOT 1, BLOCK XX AND LOT 1, BLOCK ZZ SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
24. FIRE LANE SIGNS AS SPECIFIED IN SECTION D103.6 OF THE 2018 INTERNATIONAL FIRE CODE SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ACCESS ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE PER SECTION D103.6.2.
25. ELEVATIONS ARE BASED ON NAVD88 (GEOID03).
26. BEARINGS BASED ON N.A.D. 1983 (NA2011) EPOCH 2010.00, TEXAS STATE PLANE COORDINATE SYSTEM FOR THE CENTRAL ZONE.
27. SCALE FACTOR OF 0.99988, ORIGIN (0,0).
28. A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG EACH SIDE OF AN ALLEYWAY'S CENTERLINE.
29. A 20' ACCESS AND DRAINAGE EASEMENT IS HEREBY DEDICATED ON ALLEY LOT 3 BLOCK T, LOT 23 BLOCK R, LOT 23 BLOCK S, AND LOT 3 BLOCK FF.
30. LOT 3 BLOCK T, LOT 23 BLOCK R, LOT 23 BLOCK S, AND LOT 3 BLOCK FF ALLEY LOTS SHALL BE OWNED AND MAINTAINED BY THE HOA PER PUD ORDINANCE NO. 0-18-06-21-8C SECTION 3 (C).
31. THIS SUBDIVISION IS SUBJECT TO DECLARATION OF THE COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED IN DOC. NO. 2021024869 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
32. THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED PUBLIC ROADWAY.

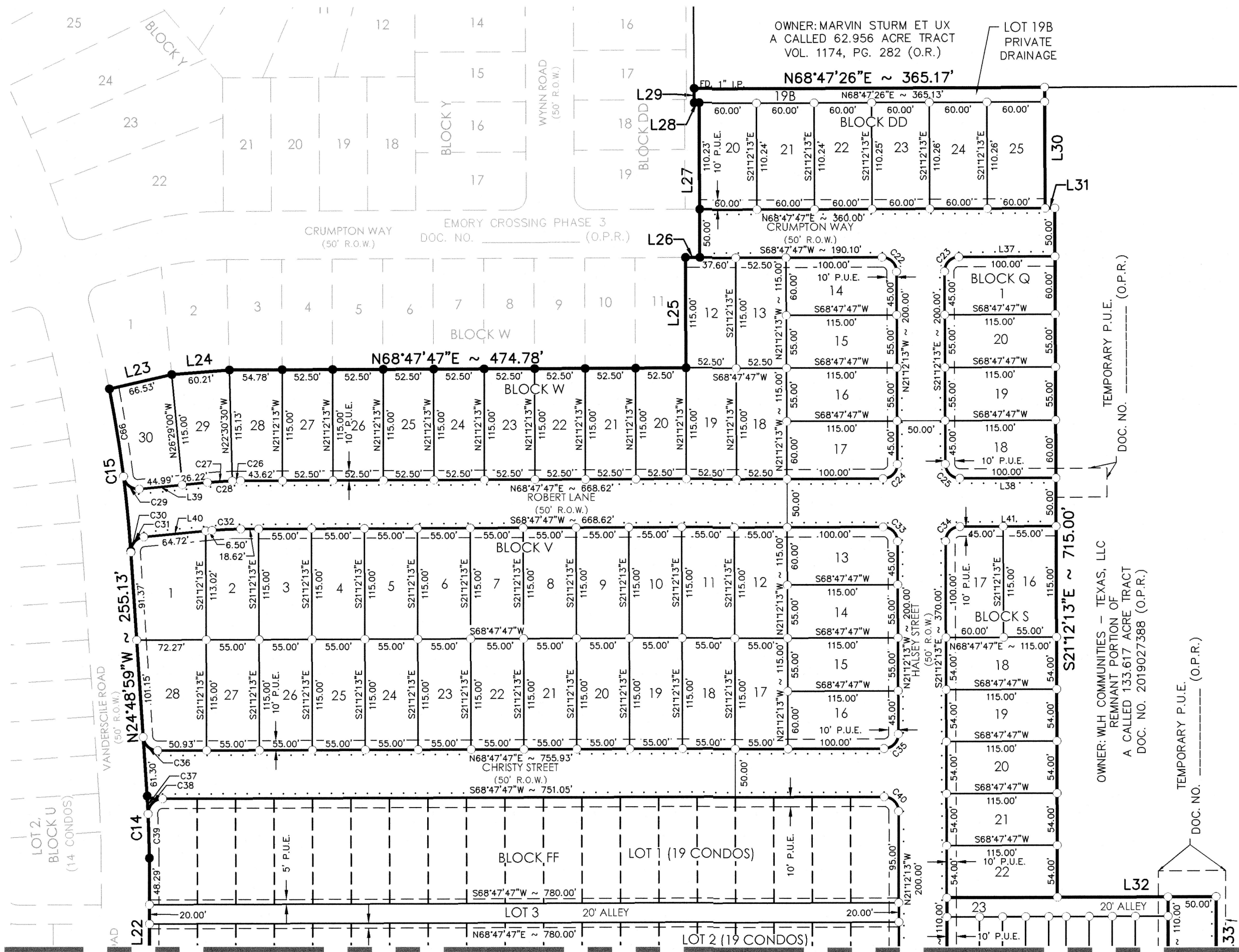
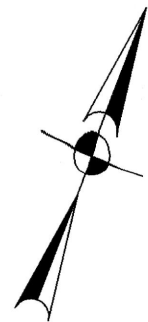
DEVELOPMENT STANDARDS (PER PUD ORDINANCE NO. 0-18-06-21-8C)			
	SF-1 ATTACHED TOWNHOUSE (ALLEY LOADED DESIGN)	SF-1 DETACHED CONDOMINIUM (ALLEY LOADED DESIGN)	SF-1 (MINIMUM 50' LOT WIDTH)
LOT AREA (MIN)	1,400 SQ. FT.	6,000 SQ. FT.	6,000 SQ. FT.
LOT WIDTH AT BUILDING LINE (MIN)	20'	90'	50'
SIDE YARD SETBACK (MIN)	0' FOR COMMON WALLS	5' PER UDC	5' PER UDC
SIDE AND REAR YARD FOR ACCESSORY BUILDING (MIN)	0' FOR COMMON WALLS	5' PER UDC	5' PER UDC
BUILDING HEIGHT	35 FT. / 3 STORIES	35 FT. / 2.5 STORIES PER UDC	35 FT. / 2.5 STORIES PER UDC
FRONT SETBACK	15'	15'	15' PER UDC
REAR SETBACK	5'	5'	15'
DWELLING UNITS PER ACRES (MAX)	N/A	10	N/A
DWELLING UNITS PER STRUCTURE (MAX)	N/A	1	N/A
MINIMUM BUILDING SEPARATION	N/A	10'	N/A
MINIMUM PARKING	2 PER DWELLING UNIT	2 PER DWELLING UNIT	2 PER DWELLING UNIT

FINAL PLAT
OF
EMORY CROSSING, PHASE 4

A 30.969 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF A CALLED 133.617 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019027388 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF A CALLED 181.663 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS LLC, IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019027650 OF SAID OFFICIAL PUBLIC RECORDS, BEING SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 189, IN WILLIAMSON COUNTY, TEXAS.



SCALE: 1" = 100'



MATCHLINE - SEE SHEET 1 OF 5

LEGEND

- DOC. NO. DOCUMENT NUMBER
O.P.R. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
FD. I.R. FOUND IRON ROD
R.O.W. RIGHT OF WAY
VOL. VOLUME
PG. PAGE(S)
P.O.B. POINT OF BEGINNING
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
H.O.A. HOMEOWNER'S ASSOCIATION
LS. LANDSCAPE LOT
U.E. UTILITY EASEMENT
W. WATER EASEMENT
W.W. WASTEWATER EASEMENT
(SURVEYOR) FOUND 1/2" IRON ROD
(UNLESS NOTED OTHERWISE)
SET 1/2" IRON ROD (PD)
CONDO LOT LINES
SIDEWALK

Received 7/5/2022



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

DATE OF PLAT PREPARATION: FEBRUARY 25, 2022

SHEET 2 OF 5

FINAL PLAT
OF
EMORY CROSSING, PHASE 4

A 30.969 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF A CALLED 133.617 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019027388 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF A CALLED 181.663 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS LLC, IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019027650 OF SAID OFFICIAL PUBLIC RECORDS, BEING SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 189, IN WILLIAMSON COUNTY, TEXAS.

LEGEND

- DOC. NO. DOCUMENT NUMBER
O.P.R. OFFICIAL PUBLIC RECORDS OF
O.R. OFFICIAL RECORDS OF
FD. I.R. FOUND IRON ROD
R.O.W. RIGHT OF WAY
VOL. VOLUME
PG. PAGE(S)
P.O.B. POINT OF BEGINNING
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
H.O.A. HOMEOWNER'S ASSOCIATION
LS. LANDSCAPE LOT
U.E. UTILITY EASEMENT
W. WATER EASEMENT
W.W. WASTEWATER EASEMENT
(SURVEYOR) ● FOUND 1/2" IRON ROD
(UNLESS NOTED OTHERWISE)
○ SET 1/2" IRON ROD (PD)
--- CONDO LOT LINES
..... SIDEWALK

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	30.00'	089°59'30"	N66°57'06"W	42.42'	47.12'
C2	25.00'	090°00'00"	S23°47'47"W	35.36'	39.27'
C3	25.00'	090°00'00"	N66°12'13"W	35.36'	39.27'
C4	110.00'	090°00'00"	S23°47'47"W	155.56'	172.79'
C5	110.00'	090°00'00"	N66°12'13"W	155.56'	172.79'
C6	25.00'	090°00'00"	S23°47'47"W	35.36'	39.27'
C7	205.00'	028°02'34"	S07°10'56"E	99.34'	100.33'
C8	15.00'	090°00'00"	S38°09'39"E	21.21'	23.56'
C9	15.00'	090°00'00"	S51°50'21"W	21.21'	23.56'
C10	25.00'	048°11'23"	S44°42'05"W	20.41'	21.03'
C11	50.00'	132°27'02"	S86°49'55"W	91.51'	115.58'
C12	25.00'	076°06'48"	N73°08'49"W	30.82'	33.21'
C13	25.00'	090°00'00"	N66°12'13"W	35.36'	39.27'
C14	1025.00'	003°36'46"	N23°00'36"W	64.62'	64.63'
C15	1315.00'	007°24'10"	N28°31'04"W	169.79'	169.90'
C16	25.00'	090°00'00"	S66°12'13"E	35.36'	39.27'
C17	110.00'	090°00'00"	N23°47'47"E	155.56'	172.79'
C18	110.00'	090°00'00"	S66°12'13"E	155.56'	172.79'
C19	25.00'	090°00'00"	N23°47'47"E	35.36'	39.27'
C20	25.00'	090°00'00"	S66°12'13"E	35.36'	39.27'
C21	30.00'	090°27'39"	N23°16'29"E	42.60'	47.37'
C22	15.00'	090°00'00"	N66°12'13"W	21.21'	23.56'
C23	15.00'	090°00'00"	S23°47'47"W	21.21'	23.56'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C24	15.00'	090°00'00"	N23°47'47"E	21.21'	23.56'
C25	15.00'	090°00'00"	S66°12'13"E	21.21'	23.56'
C26	375.00'	001°18'17"	S68°08'38"W	8.54'	8.54'
C27	375.00'	003°58'30"	S65°30'15"W	26.01'	26.02'
C28	375.00'	005°16'47"	N66°09'23"E	34.54'	34.56'
C29	15.00'	088°16'40"	S72°20'40"E	20.89'	23.11'
C30	15.00'	088°20'00"	S19°21'01"W	20.90'	23.13'
C31	15.00'	088°20'01"	S19°21'01"W	20.90'	23.13'
C32	325.00'	005°16'47"	S66°09'23"W	29.94'	29.95'
C33	15.00'	090°00'00"	N66°12'13"W	21.21'	23.56'
C34	15.00'	090°00'00"	S23°47'47"W	21.21'	23.56'
C35	15.00'	090°00'00"	N23°47'47"E	21.21'	23.56'
C36	15.00'	086°23'14"	S68°00'36"E	20.53'	22.62'
C37	1025.00'	001°02'18"	N24°17'50"W	18.58'	18.58'
C38	15.00'	092°34'28"	S22°30'33"W	21.68'	24.24'
C39	1025.00'	002°34'31"	N22°29'27"W	46.05'	46.05'
C40	15.00'	090°00'00"	N66°12'13"W	21.21'	23.56'
C41	25.00'	090°00'00"	N23°47'47"E	35.36'	39.27'
C42	25.00'	090°00'00"	S66°12'13"E	35.36'	39.27'
C43	25.00'	090°00'00"	N23°47'47"E	35.36'	39.27'
C44	25.00'	013°53'12"	N28°08'49"W	6.04'	6.06'
C45	25.00'	025°51'12"	S08°16'37"E	11.19'	11.28'
C46	25.00'	048°11'23"	N02°53'28"E	20.41'	21.03'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C47	25.00'	022°20'11"	S15°49'04"W	9.68'	9.75'
C48	50.00'	053°55'44"	N00°01'18"E	45.34'	47.06'
C49	25.00'	090°00'00"	S23°47'47"W	35.36'	39.27'
C50	25.00'	090°00'00"	S66°12'13"E	35.36'	39.27'
C51	15.00'	090°00'00"	N23°47'47"E	21.21'	23.56'
C52	25.00'	090°00'00"	N66°12'13"W	35.36'	39.27'
C53	25.00'	118°02'34"	N52°10'56"W	42.87'	51.51'
C54	25.00'	090°00'00"	S23°47'47"W	35.36'	39.27'
C55	25.00'	090°00'00"	N66°12'13"W	35.36'	39.27'
C56	46.50'	180°00'00"	S68°47'47"W	93.00'	146.08'
C57	46.50'	180°00'00"	N68°47'47"E	93.00'	146.08'
C58	2.00'	162°25'39"	S18°34'35"E	3.95'	5.67'
C59	276.00'	006°09'32"	S65°43'01"W	29.65'	29.67'
C60	2997.00'	000°44'38"	S68°25'28"W	38.90'	38.91'
C61	2.00'	144°22'19"	N21°55'27"W	3.81'	5.04'
C62	75.00'	017°50'14"	S76°58'16"W	23.25'	23.35'
C63	75.00'	017°47'27"	N59°09'26"E	23.19'	23.29'
C64	3008.00'	000°44'38"	N68°25'28"E	39.05'	39.05'
C65	276.00'	011°24'49"	N74°30'11"E	54.89'	54.98'
C66	1315.00'	004°00'45"	N30°12'47"W	92.07'	92.09'

BLOCK DD	
LOT #	AREA (SQ. FT.)
19B	5,477
20	6,614
21	6,614
22	6,615
23	6,615
24	6,616
25	6,616

BLOCK FF	
LOT #	AREA (SQ. FT.)
1	85,736
2	85,532
3	15,600

BLOCK GG	
LOT #	AREA (SQ. FT.)
1	6,119
2	6,000
3	6,000
4	6,464
5	6,192
6	6,003
7	6,003
8	6,003
9	6,003
10	6,043
11	9,919
12	6,825
13	6,000

BLOCK T	
LOT #	AREA (SQ. FT.)
1	53,782
2	49,168
3	9,400

BLOCK Q	
LOT #	AREA (SQ. FT.)
1	6,852
18	6,852
19	6,325
20	6,325

BLOCK R	
LOT #	AREA (SQ. FT.)
1	2,890
1A	8,162
2	2,040
3	2,040
4	2,040
5	2,040
6	2,040
7	2,040
8	2,890
23	4,600

BLOCK S	
LOT #	AREA (SQ. FT.)
1	2,890
1A	8,162
2	2,040
3	2,040
4	2,040
5	2,040
6	2,040
7	2,040
8	2,890
16	6,325
17	6,852
18	6,210
19	6,210
20	6,210
21	6,210
22	6,210
23	4,600

BLOCK V	
LOT #	AREA (SQ. FT.)
1	8,237
2	6,300
3	6,325
4	6,325
5	6,325
6	6,325
7	6,325
8	6,325
9	6,325
10	6,325
11	6,325
12	6,325
13	6,852
14	6,325
15	6,325
16	6,852
17	6,852
18	6,037
19	6,037
20	6,037
21	6,037
22	6,037
23	6,037
24	6,037
25	6,037
26	6,037
27	6,037
28	6,149
29	6,448
30	6,844

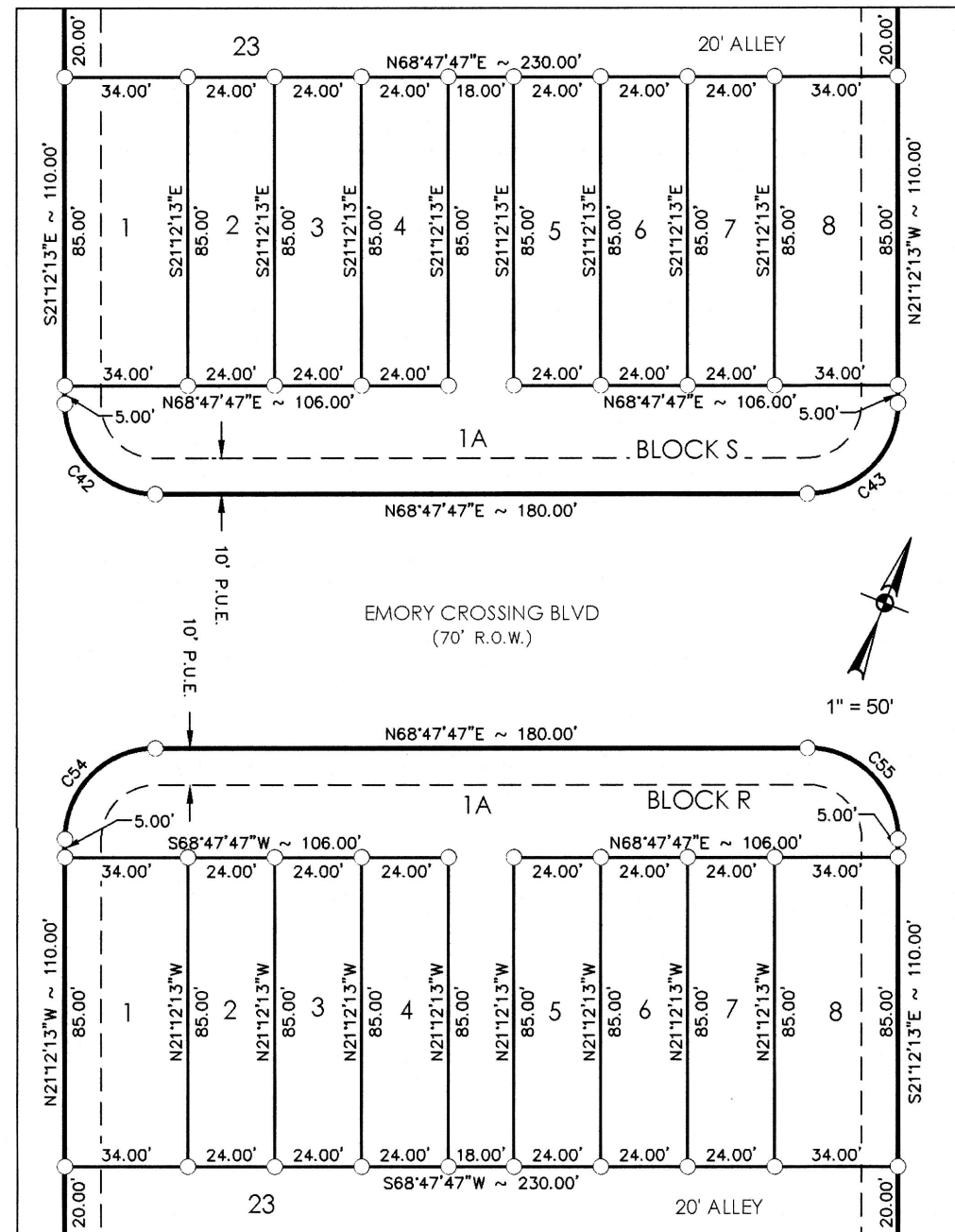
BLOCK W	
LOT #	AREA (SQ. FT.)
12	6,037
13	6,037
14	6,852
15	6,325
16	6,325
17	6,852
18	6,037
19	6,037
20	6,037
21	6,037
22	6,037
23	6,037
24	6,037
25	6,037
26	6,037
27	6,037
28	6,149
29	6,448
30	6,844

BLOCK XX	
LOT #	AREA (SQ. FT.)
1	6,793

BLOCK ZZ	
LOT #	AREA (SQ. FT.)
1	4,495

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S68°47'47"W	50.00'
L2	N21°12'13"W	11.00'
L3	S68°47'47"W	50.00'
L4	S21°12'13"E	110.00'
L5	S21°12'13"E	103.57'
L6	S06°50'21"W	104.79'
L7	S06°50'21"W	50.00'
L8	S06°50'21"W	109.99'
L9	N83°09'28"W	50.00'
L10	N06°50'21"E	38.17'
L11	N83°09'39"W	120.00'
L12	N06°50'21"E	86.68'
L13	S68°47'47"W	172.18'
L14	N21°12'13"W	115.00'
L15	S68°47'47"W	62.92'
L16	S68°47'47"W	120.18'
L17	N14°22'18"W	50.36'
L18	N00°27'40"W	53.47'
L19	N21°12'13"W	151.00'
L20	N68°47'47"E	119.27'
L21	N21°12'13"W	70.00'
L22	N21°12'13"W	153.29'

LINE TABLE		
LINE #	BEARING	LENGTH
L23	N56°06'42"E	66.53'
L24	N64°31'04"E	60.21'
L25	N21°12'13"W	115.00'
L26	N68°47'47"E	14.90'
L27	N21°12'13"W	160.23'
L28	S68°47'26"W	5.13'
L29	N21°20'29"W	15.00'
L30	S21°12'13"E	125.27'
L31	N68°47'47"E	10.10'
L32	N68°47'47"E	165.00'
L33	S21°12'13"E	110.00'
L34	N68°47'47"E	50.00'
L35	N21°12'13"W	11.00'
L36	N68°47'47"E	50.00'
L37	S68°47'47"W	100.00'
L38	N68°47'47"E	100.00'
L39	N63°31'00"E	71.22'
L40	S63°31'00"W	71.22'
L41	S68°47'47"W	100.00'
L42	N68°47'47"E	180.00'
L43	S68°47'47"W	180.00'



Received 7/5/2022



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

DATE OF PLAT PREPARATION: FEBRUARY 25, 2022

SHEET 3 OF 5

FINAL PLAT
OF
EMORY CROSSING, PHASE 4

A 30.969 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF A CALLED 133.617 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019027388 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF A CALLED 181.663 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS LLC, IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019027650 OF SAID OFFICIAL PUBLIC RECORDS, BEING SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 189, IN WILLIAMSON COUNTY, TEXAS.

FIELD NOTES
FOR

A 30.969 ACRE TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF A CALLED 133.617 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019027388 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF A CALLED 181.663 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS LLC, IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019027650 OF SAID OFFICIAL PUBLIC RECORDS, BEING SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 189, IN WILLIAMSON COUNTY, TEXAS. SAID 30.969 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

COMMENCING at an iron rod with cap marked "RJ Surveying" found in the west right-of-way line of FM 1660, an 80 foot right-of-way, said point being the southeast corner of a called 62.956 acre tract recorded in Volume 1174, Page 282 of the Official Records of Williamson County, Texas, same being the northeast corner of the Remnant Portion of said 133.617 acre tract;

THENCE, departing the southeast corner of said 62.956 acre tract, with the west right-of-way line of said FM 1660, same being the east boundary line of the Remnant Portion of said 133.617 acre tract the following two (2) courses and distances:

- 1. S 21°08'01" E, a distance of 580.71 feet to a ½" iron rod found, and
- 2. S 21°57'20" E, a distance of 350.82 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the easternmost northeast corner and POINT OF BEGINNING hereof;

THENCE S 21°57'20" E, continuing with the west right-of-way line of said FM 1660, same being the east boundary line of the Remnant Portion of said 133.617 acre tract, a distance of 152.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for point of tangent curvature hereof;

THENCE, departing the west right-of-way line of said FM 1660, through the interior of the Remnant Portion of said 133.617, and trough the interior of the Remnant Portion of said 181.663 acre tract, the following twenty one (21) courses and distances:

- 1. along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 89°59'30", a chord bearing and distance of N 66°57'06" W, 42.42 feet, an arc length of 47.12 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for apppoint of tangency hereof,
- 2. S 68°30'17" W, a distance of 512.71 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
- 3. along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 23°47'47" W, 35.36 feet, an arc length of 39.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
- 4. S 68°47'47" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 5. N 21°12'13" W, a distance of 11.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
- 6. along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 66°12'13" W, 35.36 feet, an arc length of 39.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
- 7. S 68°47'47" W, a distance of 365.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
- 8. along the arc of a curve to the left, having a radius of 110.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 23°47'47" W, 155.56 feet, an arc length of 172.79 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
- 9. S 68°47'47" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
- 10. along the arc of a curve to the left, having a radius of 110.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 66°12'13" W, 155.56 feet, an arc length of 172.79 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
- 11. S 68°47'47" W, a distance of 734.90 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
- 12. along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 23°47'47" W, 35.36 feet, an arc length of 39.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
- 13. S 21°12'13" E, a distance of 110.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 14. S 68°47'47" W, a distance of 280.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 15. S 21°12'13" E, a distance of 103.57 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of curvature hereof,
- 16. along the arc of a curve to the right, having a radius of 205.00 feet, a central angle of 28°02'34", a chord bearing and distance of S 07°10'56" E, 99.34 feet, an arc length of 100.33 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for point of tangency hereof,
- 17. S 06°50'21" W, a distance of 104.79 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
- 18. along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 38°09'39" E, 21.21 feet, an arc length of 23.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,

- 19. S 06°50'21" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
- 20. along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 51°50'21" W, 21.21 feet, an arc length of 23.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof and
- 21. S 06°50'21" W, a distance of 109.99 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the south boundary line of the Remnant Portion of said 133.617 acre tract, same being the north terminus line of Hasley Street, a 50 foot right-of-way, in HuttoParke Section 7, a subdivision according to the plat recorded in Document No. 2013003893 of said Official Public Records, for the southernmost southeast corner hereof, from which an iron rod with cap marked "RJ Surveying" found in the south boundary line of the Remnant Portion of said 133.617 acre tract bears, S 83°09'28" E, 810.46 feet;

THENCE N 83°09'28" W, with the north terminus line of said Hasley Street, same being the south boundary line of the Remnant Portion of said 133.617 acre tract, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, same being the most southern southeast corner of Emory Crossing, Phase 3, a subdivision according to the plat recorded in Document No. _____ of said Official Public Records;

THENCE, departing the north boundary line of said HuttoParke, with the boundary of said Emory Crossing, Phase 3, through the Interior of the Remnant Portion of said 133.617 acre tract, and through the interior of the Remnant Portion of said 181.663 acre tract, the following twenty nine (29) courses and distances:

- 1. N 06°50'21" E, a distance of 38.17 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 2. N 83°09'39" W, a distance of 120.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 3. N 06°50'21" E, a distance of 86.68 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 4. S 68°47'47" W, a distance of 172.18 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 5. N 21°12'13" W, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 6. S 68°47'47" W, a distance of 62.92 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
- 7. along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 48°11'23", a chord bearing and distance of S 44°42'05" W, 20.41 feet, an arc length of 21.03 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of reverse curvature hereof,
- 8. along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 132°27'02", a chord bearing and distance of S 86°49'55" W, 91.51 feet, an arc length of 115.58 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency hereof,
- 9. S 68°47'47" W, a distance of 120.18 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 10. N 14°22'18" W, a distance of 50.36 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 11. N 00°27'40" W, a distance of 53.47 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 12. N 21°12'13" W, a distance of 151.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 13. N 68°47'47" E, a distance of 119.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point non-tangent curvature hereof,
- 14. along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 76°06'48", a chord bearing and distance of N 73°08'49" W, 30.82 feet, an arc length of 33.21 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof,
- 15. S 68°47'47" W, a distance of 210.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 16. N 21°12'13" W, a distance of 70.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof,
- 17. along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 66°12'13" W, 35.36 feet, an arc length of 39.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for apppoint of non-tangency hereof,
- 18. N 21°12'13" W, a distance of 153.29 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
- 19. along the arc of a curve to the left, having a radius of 1025.00 feet, a central angle of 03°36'46", a chord bearing and distance of N 23°00'36" W, 64.62 feet, an arc length of 64.63 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency hereof,
- 20. N 24°48'59" W, a distance of 255.13 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
- 21. along the arc of a curve to the left, having a radius of 1315.00 feet, a central angle of 07°24'10", a chord bearing and distance of N 28°31'04" W, 169.79 feet, an arc length of 169.90 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point of tangency, for the westernmost southwest corner hereof,
- 22. N 56°06'42" E, a distance of 66.53 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

- 23. N 64°31'04" E, a distance of 60.21 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 24. N 68°47'47" E, a distance of 474.78 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 25. N 21°12'13" W, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 26. N 68°47'47" E, a distance of 14.90 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 27. N 21°12'13" W, a distance of 160.23 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 28. S 68°47'26" W, a distance of 5.13 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
- 29. N 21°20'19" W, a distance of 15.00 feet to a 1" iron pipe found for the southwest corner of said 62.956 acre tract, same being an east corner of the Remnant Portion of said 181.663 acre tract, also being the northwest corner of the Remnant Portion of said 133.617 acre tract, for an angle point hereof,

THENCE N 68°47'26" E, with the south boundary line of said 62.956 acre tract, same being the north boundary line of the Remnant Portion of said 133.617 acre tract, a distance of 365.17 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northernmost northwest corner hereof;

THENCE, departing the south boundary line of said 62.956 acre tract, through the interior of the Remnant Portion of said 133.617 acre tract, the following seventeen (17) courses and distances:

- 1. S 21°12'13" E, a distance of 125.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 2. N 68°47'47" E, a distance of 10.10 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 3. S 21°12'13" E, a distance of 715.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 4. N 68°47'47" E, a distance of 165.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 5. S 21°12'13" E, a distance of 110.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point tangent curvature hereof,
- 6. along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 66°12'13" E, 35.36 feet, an arc length of 39.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
- 7. N 68°47'47" E, a distance of 734.90 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
- 8. along the arc of a curve to the left, having a radius of 110.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 23°47'47" E, 155.56 feet, an arc length of 172.79 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
- 9. N 68°47'47" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
- 10. along the arc of a curve to the left, having a radius of 110.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 66°12'13" E, 155.56 feet, an arc length of 172.79 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
- 11. N 68°47'47" E, a distance of 365.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
- 12. along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 23°47'47" E, 35.36 feet, an arc length of 39.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
- 13. N 21°12'13" W, a distance of 11.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 14. N 68°47'47" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
- 15. along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 66°12'13" E, 35.36 feet, an arc length of 39.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
- 16. N 68°30'18" E, a distance of 511.26 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof, and
- 17. along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 90°27'39", a chord bearing and distance of N 23°16'29" E, 42.60 feet, an arc length of 47.37 feet to the POINT OF BEGINNING, and containing 30.969 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc., under Job No. 51252-01.

Received 7/5/2022



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

DATE OF PLAT PREPARATION: FEBRUARY 25, 2022

SHEET 4 OF 5

EMORY CROSSING, PHASE 4

Civil Job No. 51252-01; Survey Job No. 51252-01

Date: Jun 08, 2022, 11:50am User ID: DAndreadis
File: H:\Survey\CIVIL\51252-01\Plot\EMORY CROSSING PHASE 4\PI-5125201_R2.dwg

AGENDA ITEM REPORT

4.6.



This agenda item meets the following City's Pillars:(check all that apply)

☐ Excellence and Efficiency through Collaboration

☐ Sustainable Growth

☐ Financial Responsibility

☐ Highest Quality of Life

To: Planning and Zoning Commission

Subject: Consideration and possible action on the proposed Heritage Mill North Preliminary Plat, 88.24 acres, more or less, of land, 88.24 acres, more or less, of land, 388 lots, located on the south side of FM 1660 east of County Road 163.

Meeting: Tuesday, September 6, 2022

Department: Development Services

Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposal consists of a preliminary plat for 367 residential lots, 10 open space lots, one amenity center lot, and 20 open space/green link lots. The property is in an approved MUD and will remain in the ETJ. The mix of residential lots is 297 forty-foot lots and 70 fifty-foot lots, in compliance with the concept approved by the MUD Consent Agreement. As a property within a Municipal Utility District and within the extra-territorial jurisdiction, there is no zoning authority and the proposal must conform to the consent agreement and the subdivision regulations.

NORTH: ETJ, Individual Homes and Vacant

SOUTH: ETJ, Individual Homes and Vacant

EAST: Single Family (SF-1), Proposed Gola Subdivision

WEST: Single Family (SF-1), Ray Elementary; Brooklands Subdivision

SUMMARY OF REQUEST:

Hutto's Unified Development Code requires a public hearing on all Preliminary Plats, above and beyond state law requirements. The public hearing for this plat was held in November 2021 to satisfy the requirement. Zero responses were received.

STAFF REVIEW:

Because this plat is in the ETJ, Williamson County also reviews the plat in conjunction with Hutto. Any comments received after P&Z approval, as long as it is not substantive or increasing density, will be incorporated into the final approval document, similar to conditions of approval. Staff recommends

AGENDA ITEM REPORT

4.6.



approval with the condition that all Williamson County comments and any outstanding engineering comments are satisfied prior to Final Plat submittal.

FINANCIAL IMPACT:

The MUD agreement, as approved, is attached to this item and describes the impact fees provided by the development.

POLICY IMPLICATIONS:

Sustainable Growth

ATTACHMENTS:

1. HeritageMillNorthPrelim-U3-Plat(8-8-22)
2. Harris-Straub Wallin Consent Agreement MUD No. 35 2-25-21

HERITAGE MILL NORTH SUBDIVISION

PRELIMINARY PLAT
CITY OF HUTTO ETJ
WILLIAMSON COUNTY, TEXAS

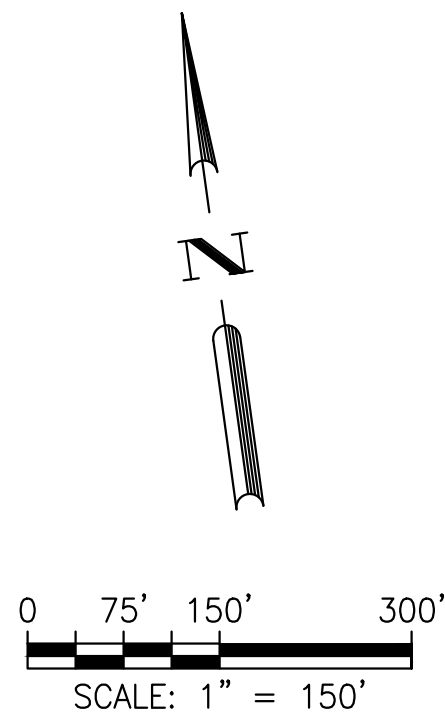
Sheet Number	Sheet Title
1	OVERALL PRELIMINARY PLAN
2	PRELIMINARY PLAN (SHEET 1 OF 2)
3	PRELIMINARY PLAN (SHEET 2 OF 2)
4	METES & BOUNDS DESCRIPTION
5	PRELIMINARY LOT AND STREET TABLES
6	OVERALL WATER DISTRIBUTION PLAN
7	OVERALL WASTEWATER PLAN
8	OFFSITE WASTEWATER ROUTING PLAN
9	OVERALL STORM DRAIN PLAN
10	PRE-DEVELOPED HYDROLOGY MAP
11	POST-DEVELOPED HYDROLOGY MAP

ENGINEER:
BGE, INC.
101 WEST LOUIS HENNA BLVD
SUITE 400
AUSTIN, TX 78728
PHONE: 512-879-0400

DEVELOPER:
CLAYTON PROPERTIES GROUP INC
DBA BROHN HOMES
6700 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX 78730
PHONE: 512-334-6775

OWNER:
CLAYTON PROPERTIES GROUP INC
DBA BROHN HOMES
6700 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX 78730
PHONE: 512-334-6775

SURVEYOR:
BGE, INC.
101 WEST LOUIS HENNA BLVD
SUITE 1000
AUSTIN, TX 78744



LEGEND

---	PROPERTY BOUNDARY
---	PROPOSED RIGHT OF WAY
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	FEMA 100-YEAR FLOODPLAIN
---	FEMA 500-YEAR FLOODPLAIN
---	ROAD CENTERLINE
---	PROPOSED LOT LINE
---	PROPOSED EASEMENT
---	PROPOSED LOT NUMBER

NOTES:

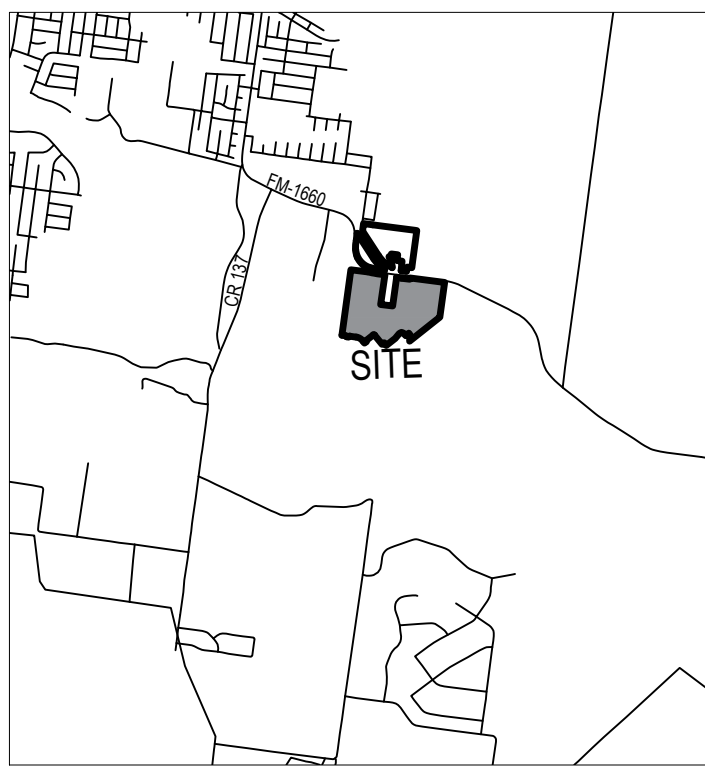
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH WILLIAMSON COUNTY SUBDIVISION REGULATIONS APPENDIX F2.
- A 5' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
- A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES FOR UTILITIES OTHER THAN WATER, SEWER, AND STORM SEWER LINES.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION IN CONFORMANCE WITH THE UDC, AS AMENDED.
- 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 FOR FRONT AND REAR YARDS AND 5 FEET FOR SIDE YARDS.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
GAS: ATMOS
ELECTRIC: ONCOR
- AMENITY, OPEN SPACE, AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC, AS AMENDED.
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
- 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.
- IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 32 FEET WIDE. IF THE STREETS ARE LESS THAN 32 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. D103.6.1/D103.6.2).
- ALL OPEN SPACE LOTS TO BE PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT.
- 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.
- NO PORTION OF THIS TRACT IS ENROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0520F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ON-SITE STORMWATER DETENTION FACILITIES WILL NOT BE REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THE DRAINAGE IMPACT ANALYSIS DATED JUNE, 2022 BY BGE, INC.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION 811.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
- THIS SUBDIVISION IS SUBJECT TO A CONSENT AGREEMENT, DATED FEBRUARY 25, 2021, PASSED IN CITY RESOLUTION NO. R-2021-040, RECORDED IN DOCUMENT NO. 2021043665.
- THE FRONT BUILDING SETBACK LINE ON ALL PUBLIC ROADS SHALL BE 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY, 10 FEET FROM THE BACK OF LOT LINE AND 5 FEET FROM THE SIDES OF LOT LINES. CORNER LOTS WILL BE 15 FT ON THE RIGHT-OF-WAY SIDE INSTEAD OF 5 FEET.

PLANNING AND ZONING COMMISSION CHAIR

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE _____ DAY OF _____, 20__.

RICHARD HUDSON, P&Z CHAIR

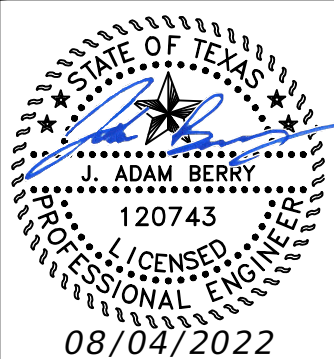
Received 8/8/2022



VICINITY MAP

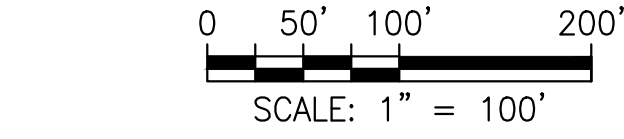
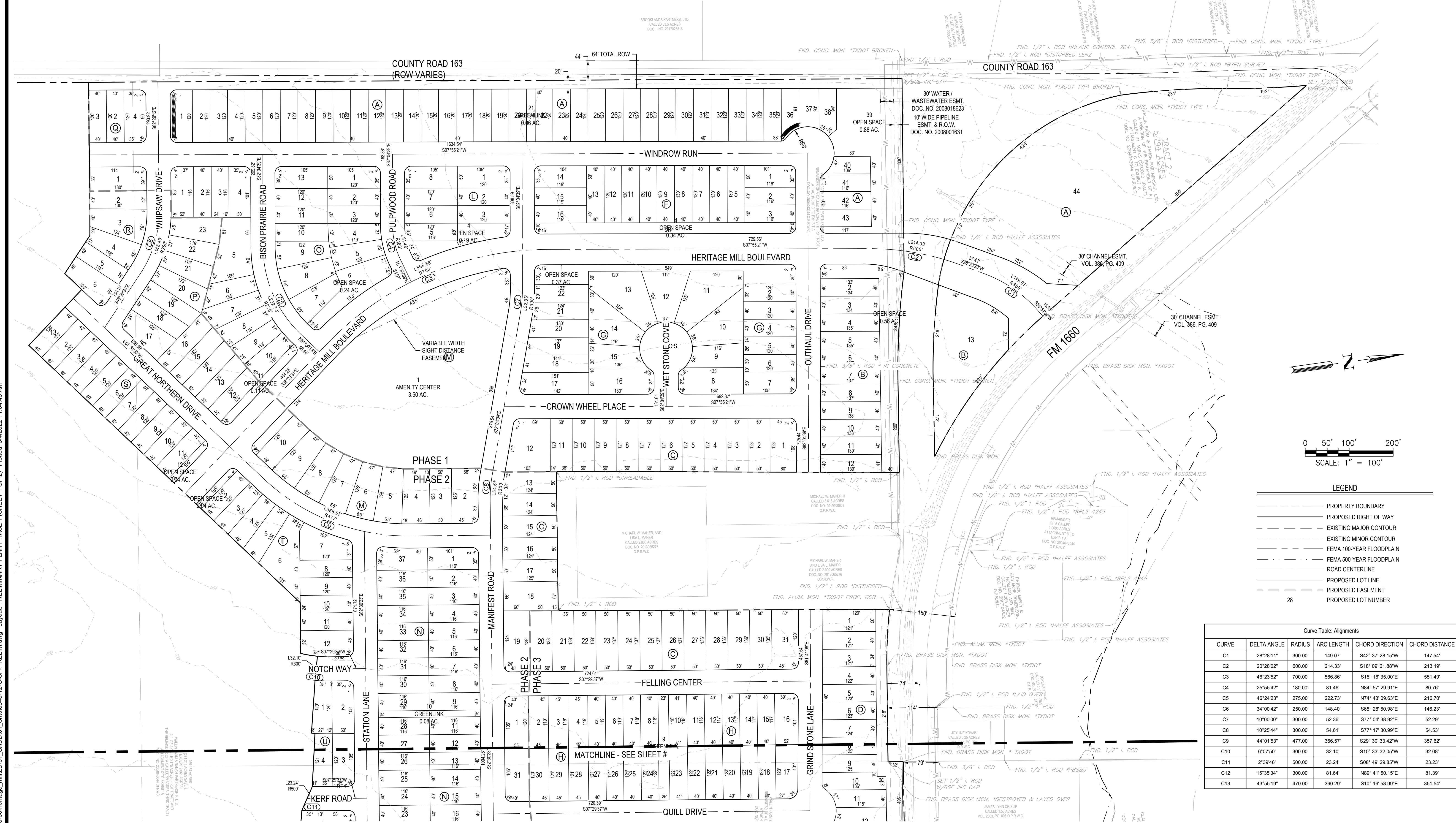
HERITAGE MILL NORTH, PRELIMINARY PLAT
HUTTO, WILLIAMSON COUNTY, TEXAS

OVERALL PRELIMINARY PLAN



SHEET
1 OF 11

HERITAGE MILL NORTH SUBDIVISION



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	FEMA 100-YEAR FLOODPLAIN
	FEMA 500-YEAR FLOODPLAIN
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED EASEMENT
	PROPOSED LOT NUMBER

Curve Table: Alignments					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C1	28°28'11"	300.00'	149.07'	S42°37'28.15"W	147.54'
C2	20°28'02"	600.00'	214.33'	S18°09'21.88"W	213.19'
C3	46°23'52"	700.00'	566.86'	S15°16'35.00"E	551.49'
C4	25°55'42"	180.00'	81.46'	N84°57'29.91"E	80.76'
C5	46°24'23"	275.00'	222.73'	N74°43'09.63"E	216.70'
C6	34°00'42"	250.00'	148.40'	S65°28'50.98"E	146.23'
C7	10°00'00"	300.00'	52.36'	S77°04'38.92"E	52.29'
C8	10°25'44"	300.00'	54.61'	S77°17'30.99"E	54.53'
C9	44°01'53"	477.00'	366.57'	S29°30'33.42"W	357.62'
C10	6°07'50"	300.00'	32.10'	S10°33'32.05"W	32.08'
C11	2°39'46"	500.00'	50.00'	S08°49'29.85"W	23.23'
C12	15°35'34"	300.00'	81.64'	N89°41'50.15"E	81.39'
C13	43°55'19"	470.00'	360.29'	S10°16'58.99"E	351.54'

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE, INC.
101 W. Louis Harris Blvd. Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1046
TEL 512.675.9460 www.bgeinc.com

HERITAGE MILL NORTH, PRELIMINARY PLAT
HUTTO, WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAN PHASE 1 (SHEET 1 OF 2)

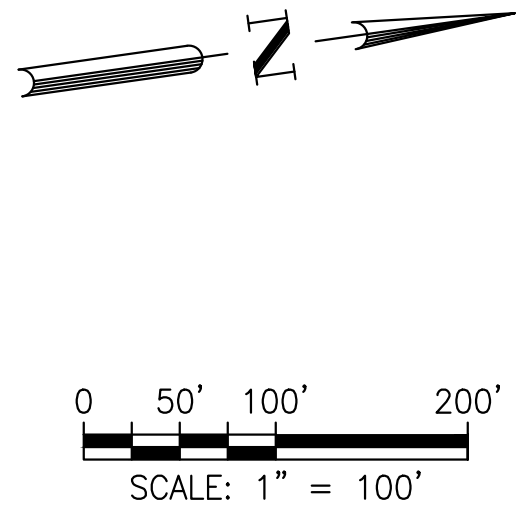
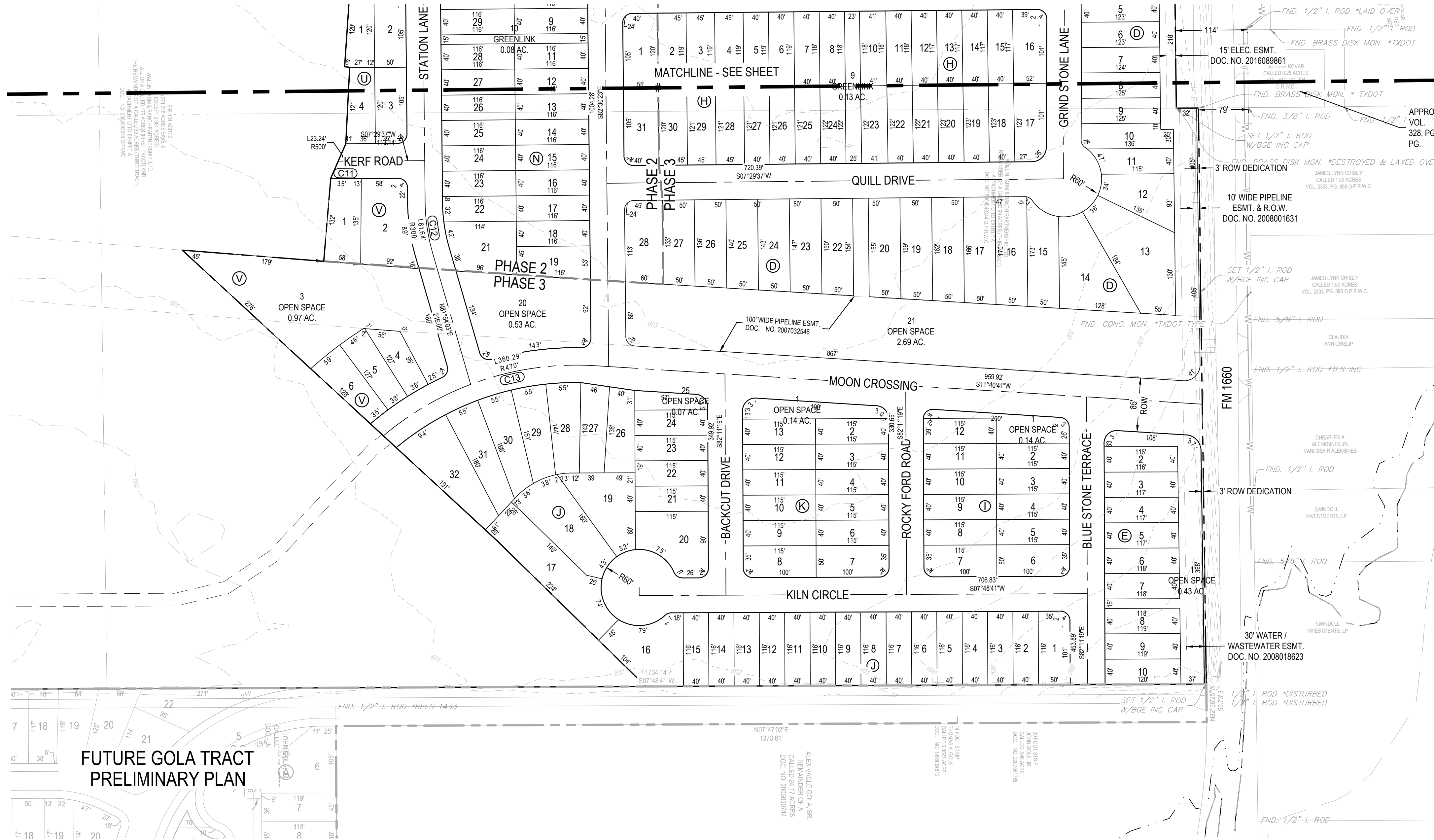
Received 8/8/2022

SHEET
2 OF 11

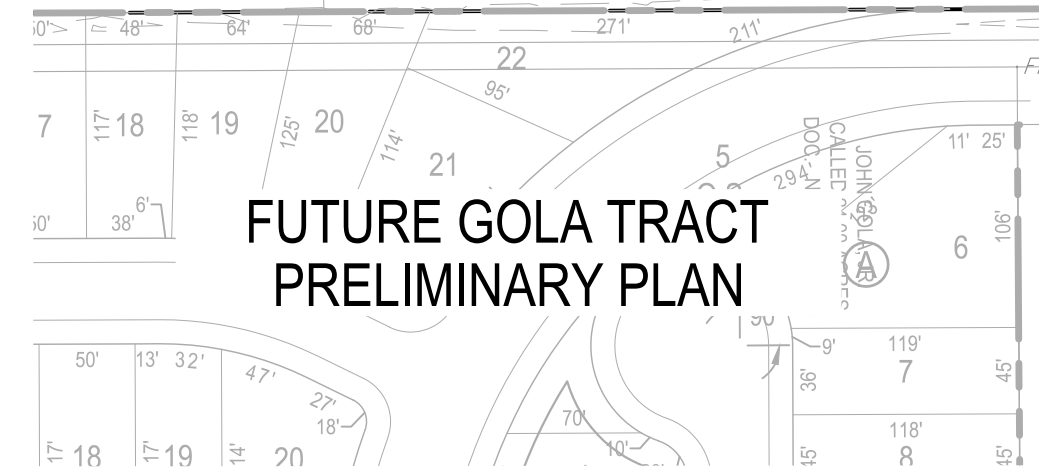
DATE: APR

g:\TXC\Projects\brohm_homes\8843-00-heritage_mill\DD01_CADD\01_Shts\8843-12-C-SP-PRELIM.dwg Layout: PRELIMINARY PLAN PHASE 1 (SHEET 1 OF 2), Plotted: 8/4/2022 11:04:49 AM

HERITAGE MILL NORTH SUBDIVISION



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	FEMA 100-YEAR FLOODPLAIN
	FEMA 500-YEAR FLOODPLAIN
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED EASEMENT
	PROPOSED LOT NUMBER



Received 8/8/2022



Curve Table: Alignments				
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION
C1	28°28'11"	300.00'	149.07'	S42°37'28.15"W
C2	20°28'02"	600.00'	214.33'	S18°09'21.88"W
C3	46°23'52"	700.00'	566.86'	S15°16'35.00"E
C4	25°55'42"	180.00'	81.46'	N84°57'29.91"E
C5	46°24'23"	275.00'	222.73'	N74°43'09.63"E
C6	34°00'42"	250.00'	148.40'	S65°28'50.98"E
C7	10°00'00"	300.00'	52.36'	S77°04'38.92"E
C8	10°25'44"	300.00'	54.61'	S77°17'30.99"E
C9	44°01'53"	477.00'	366.57'	S29°30'33.42"W
C10	6°07'50"	300.00'	32.10'	S10°33'32.05"W
C11	2°39'46"	500.00'	23.24'	S08°49'29.85"W
C12	15°35'34"	300.00'	81.64'	N89°41'50.15"E
C13	43°55'19"	470.00'	360.29'	S10°16'58.99"E

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE, INC.
101 W. Louis Harris Blvd. Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1046
TEL 512.675.0660 www.bgeinc.com

HERITAGE MILL NORTH, PRELIMINARY PLAT
HUTTO, WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAN PHASE 2 (SHEET 2 OF 2)

SHEET
3 OF 11

DATE: APR

HERITAGE MILL NORTH SUBDIVISION

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 5.794 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 5.794 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED UNTO S&H HUTTO INVESTMENTS, LLC IN DOCUMENT NUMBER 2021009582 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.794 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR A POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of F.M. 1660 (R.O.W. – Varies), as described in Volume 384, Pages 602 & 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, Document Numbers 2016064874, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Public Records of Williamson County, Texas, at the common corner of the called 271.214 acre tract of land as conveyed unto Clayton Properties Group, Inc. in Document Number 2021007407 of the Official Public Records of Williamson County, Texas, and a called 3.616 acre tract of land as conveyed unto Michael W. Maher II in Document Number 2019100608 of the Official Public Records of Williamson County Texas; THENCE, N 16°20'47" W, crossing the southerly portion of said right-of-way, a distance of 88.36 feet to 1/2-inch iron rod with a cap stamped "BGE INC" set at the intersection of the interior right-of-way lines of said F.M. 1660 and at the most easterly corner of the above described 5.794 acre tract, from the most easterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with the common lines of the 5.794 acre tract and said right-of-way the following six (6) courses;

- 1) N 83°07'32" W, a distance of 172.79 feet to a 3/8-inch iron rod found in concrete for a point of curvature of the herein described tract;
- 2) Curving to the right, with a radius of 1,433.05 feet, an arc length of 233.27 feet, a central angle of 09°19'36", a chord bearing of N 78°27'44" W, and a chord distance of 233.01 feet to a 1/2-inch iron rod with a cap stamped "HALFF ASSOCIATES" found at the end of this curve and the beginning of a non-tangent curve;
- 3) Curving to the right, with a radius of 532.96 feet, an arc length of 621.45 feet, a central angle of 66°48'33", a chord bearing of N 37°11'38" W, and a chord distance of 586.84 feet to a broken TxDOT Type I right-of-way monument found at the end of this curve and the beginning of another non-tangent curve;
- 4) Curving to the right, with a radius of 1,642.70 feet, an arc length of 231.43 feet, a central angle of 08°04'20", a chord bearing of N 04°21'56" E, and a chord distance of 231.24 feet to a TxDOT Type I right-of-way monument found for a point of tangency of the herein described tract;
- 5) N 08°24'06" E, a distance of 9.46 feet to a TxDOT Type I right-of-way monument found for the beginning of a non-tangent curve of the herein described tract;
- 6) Curving to the left, with a radius of 2,011.25 feet, an arc length of 182.11 feet, a central angle of 05°11'17", a chord bearing of N 05°48'27" E, and a chord distance of 182.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for the north corner of the 5.794 acre tract and of the herein described tract;

THENCE, S 33°08'26" E, coincident with the common line of the 5.794 acre tract and said right-of-way, a distance of 797.21 feet to a TxDOT Type II right-of-way monument found for the beginning of a non-tangent curve of the herein described tract;

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

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR AN 80.199 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, AND THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, BOTH OF WILLIAMSON COUNTY, TEXAS; BEING OUT OF A CALLED 271.214 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC. IN DOCUMENT NUMBER 2021007407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 80.199 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE at a broken Texas Department of Transportation (TxDOT) Type I concrete right-of-way monument found on the east line of a called 15.01 acre tract of land as conveyed into the Hutto Independent School District in Document Number 20061015406 of the Official Public Records of Williamson County, Texas, at the northwest corner of the north terminus of County Road 163 (Apparent R.O.W. ~ Varies), no deed of record found, at a southwest corner of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Pages 602 and 608 and Volume 386, Page 411, all of the Deed Records of Williamson County, Texas, and Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016092462, all of the Official Records of Williamson County, Texas; **THENCE**, S 82°35'02" E, over and across the right-of-way of said County Road 163, a distance of 42.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of the north terminus of said County Road 163, at the northwesterly corner of said 271.214 acre tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract:

THENCE, in an easterly direction, coincident with the common line of the 271.214 acre tract and the south right-of-way line of F.M. 1660 the following three (3) courses;

- 1) S 82°35'02" E a distance of 437.93 feet to a TxDOT Type I right-of-way monument found at the beginning of a non-tangent curve;
- 2) Curving to the left with a radius of 1,741.28 feet, an arc length 250.12 feet, a central angle of 08°13'48", a chord bearing of S 78°42'14" E, and a chord distance of 249.91 feet to a broken TxDOT Type I right-of-way monument found at a point of tangency of the herein described tract; and
- 3) S 82°49'08" E a distance of 208.63 feet to a 1/2-inch iron rod found at the common corner of the 271.214 acre tract and a called 3.616 acre tract of land as conveyed unto Michael W. Maher II in Document Number 2019100608 of the Official Public Records of Williamson County, Texas, for a northerly corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the 271.214 acre tract and said 3.616 acre tract, the following three (3) courses:

- 1) S 08°15'06" W a distance of 780.51 feet to a 1/2-inch iron rod found for a re-entrant corner of the herein described tract;
- 2) S 82°42'43" E a distance of 316.94 feet to a 1/2-inch iron rod found for a re-entrant corner of the herein described tract; and
- 3) N 07°49'47" E a distance of 754.15 feet to a TxDOT Type III aluminum cap right-of-way monument found on the aforementioned curvilinear south right-of-way line of F.M. 1660, at the common corner of the 271.214 acre tract and the 3.616 acre tract, at the beginning of a non-tangent curve, for a northerly corner of the herein described tract;

THENCE, in an easterly direction, coincident with the common line of the 271.214 acre tract and the south right-of-way line of F.M. 1660, the following five (5) courses:

- 1) Curving to the left, with a radius of 1,040.00 feet, an arc length 128.94 feet, a central angle of 07°06'13", a chord bearing of S 79°06'05" E, and a chord distance of 128.86 feet to a TxSDOT Type II right-of-way monument found at the end of this curve;
- 2) S 82°38'29" E a distance of 217.94 feet to a 1/2 inch iron rod with a cap stamped "BGE INC" set at a re-entrant corner of the herein described tract;
- 3) N 07°44'07" E a distance of 35.02 feet to a TxSDOT Type II right-of-way monument found for a corner of the herein described tract;
- 4) S 82°37'22" E a distance of 290.28 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract; and
- 5) S 82°46'22" E a distance of 618.46 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common north corner of the 271.214 acre tract and a called 61.40 acre tract of land described as Tract 2 as conveyed unto Starlight Homes Texas, L.L.C. in Document Number 2021074553 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, S 07°48'41" W, coincident with the common line of said 61.40 acre tract and the 271.214 acre tract, a distance of 884.01 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;

THENCE, departing said common line, over and across the 271.214 acre tract of land the following eighteen (18) courses:

- 1) S 52° 27' 05" W a distance of 328.16 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 50° 45' 35" W a distance of 676.08 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
- 3) N 12° 32' 49" E a distance of 223.83 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
- 4) N 77° 07' 06" W a distance of 131.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
- 5) N 58° 19' 47" W a distance of 59.14 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
- 6) N 79° 02' 23" W a distance of 120.91 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
- 7) S 13° 27' 58" W a distance of 8.07 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
- 8) N 78° 00' 21" W a distance of 120.58 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
- 9) N 76° 22' 33" W a distance of 55.00 feet to 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve, for a corner of the herein described tract;
- 10) Curving to the right, with a radius of 272.50 feet, an arc length of 38.56 feet, a central angle of 08° 06' 25", a chord bearing of S 17° 40' 40" W, and a chord distance of 38.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the end of this curve, for a corner of the herein described tract;
- 11) N 82° 30' 23" W a distance of 115.42 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
- 12) S 51° 31' 29" W a distance of 850.87 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
- 13) N 38° 28' 31" W a distance of 175.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
- 14) S 51° 31' 30" W a distance of 53.06 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
- 15) N 48° 28' 30" W a distance of 103.60 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
- 16) N 82° 04' 39" W a distance of 155.92 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
- 17) N 83° 26' 21" W a distance of 55.02 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract; and
- 18) N 82° 22' 08" W a distance of 137.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the west line of the 271.214 acre tract and the apparent east right-of-way line of the aforementioned County Road 163, for the southwest corner of the herein described tract;

THENCE, N 07° 48' 41" E, coincident with the common line of the 271.214 acre tract and the apparent east right-of-way line of said County Road 163, a distance of 1,850.65 feet to the **POINT OF BEGINNING** and containing 80.199 acres of land, more or less.

△			
△			
△			
△			
△			
REV	DESCRIPTION	DATE	APR

DESIGNED BY: AMC

REVIEWED BY: JAB

DRAWN BY: AMC



BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

HERITAGE MILL NORTH, PRELIMINARY PLAT
HUTTO, WILLIAMSON COUNTY, TEXAS

METES & BOUNDS DESCRIPTION



Received 8/8/2022



SHEET
OF 11

HERITAGE MILL NORTH SUBDIVISION

Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK A LOT 1	SF	5955
BLOCK A LOT 2	SF	4800
BLOCK A LOT 3	SF	4800
BLOCK A LOT 4	SF	4800
BLOCK A LOT 5	SF	4800
BLOCK A LOT 6	SF	4800
BLOCK A LOT 7	SF	4800
BLOCK A LOT 8	SF	4800
BLOCK A LOT 9	SF	4800
BLOCK A LOT 10	SF	4800
BLOCK A LOT 11	SF	4800
BLOCK A LOT 12	SF	4800
BLOCK A LOT 13	SF	4800
BLOCK A LOT 14	SF	4800
BLOCK A LOT 15	SF	4800
BLOCK A LOT 16	SF	4800
BLOCK A LOT 17	SF	4800
BLOCK A LOT 18	SF	4800
BLOCK A LOT 19	SF	4800
BLOCK A LOT 20	SF	4800

Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK A LOT 21	GREENLINK	2400
BLOCK A LOT 22	SF	4800
BLOCK A LOT 23	SF	4800
BLOCK A LOT 24	SF	4800
BLOCK A LOT 25	SF	4800
BLOCK A LOT 26	SF	4800
BLOCK A LOT 27	SF	4800
BLOCK A LOT 28	SF	4800
BLOCK A LOT 29	SF	4800
BLOCK A LOT 30	SF	4800
BLOCK A LOT 31	SF	4800
BLOCK A LOT 32	SF	4800
BLOCK A LOT 33	SF	4800
BLOCK A LOT 34	SF	4800
BLOCK A LOT 35	SF	4800
BLOCK A LOT 36	SF	4178
BLOCK A LOT 37	SF	4067
BLOCK A LOT 38	SF	4033
BLOCK A LOT 39	OPEN SPACE	38408
BLOCK A LOT 40	SF	3636

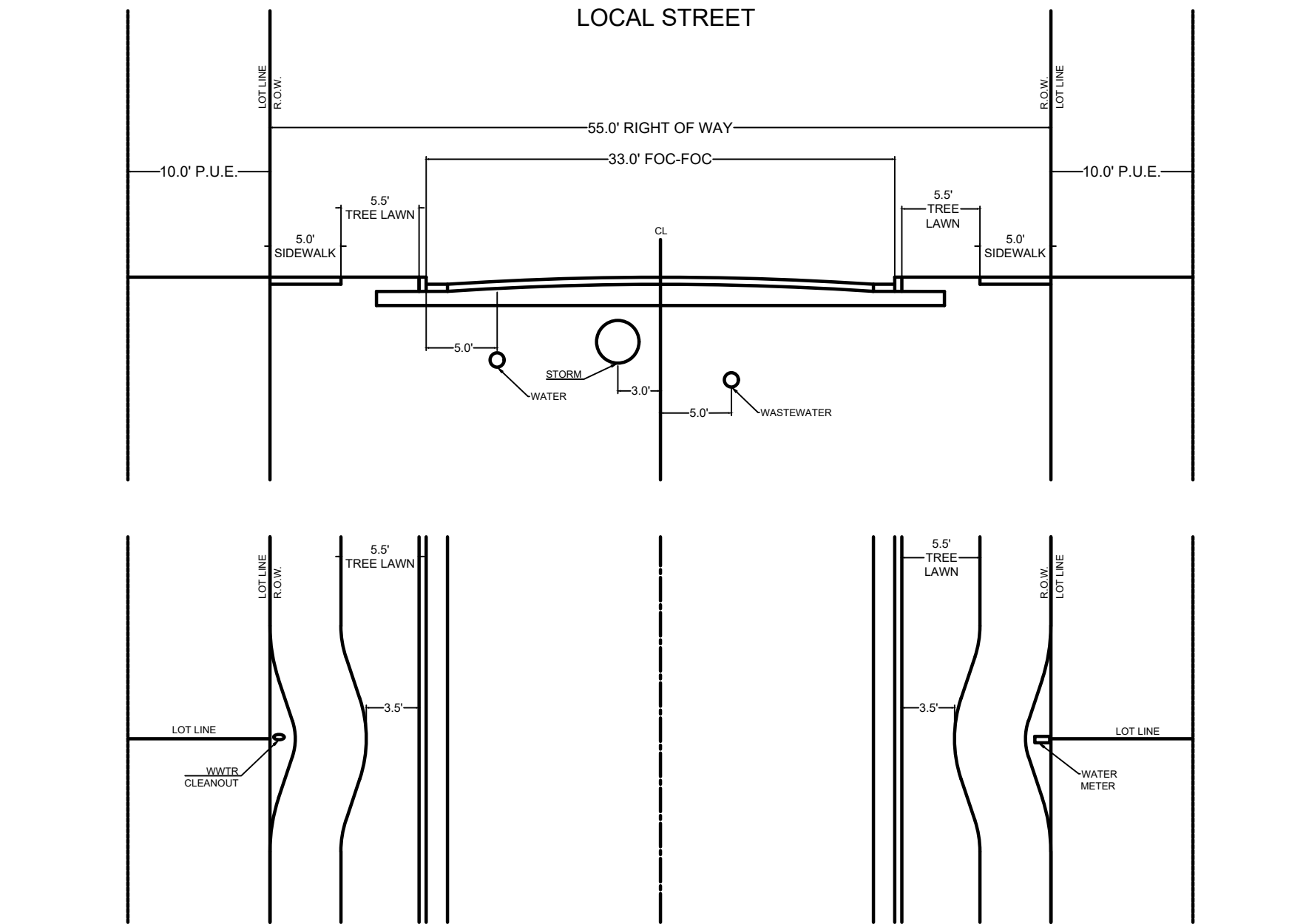
Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK A LOT 41	SF	4584
BLOCK A LOT 42	SF	4644
BLOCK A LOT 43	SF	4665
BLOCK A LOT 44	MIXED USE LOT	182589
BLOCK B LOT 1	OPEN SPACE	24556
BLOCK B LOT 2	SF	5347
BLOCK B LOT 3	SF	5367
BLOCK B LOT 8	SF	5388
BLOCK B LOT 5	SF	5409
BLOCK B LOT 6	SF	5429
BLOCK B LOT 7	SF	5450
BLOCK B LOT 8	SF	5471
BLOCK B LOT 9	SF	5492
BLOCK B LOT 10	SF	5512
BLOCK B LOT 11	SF	5533
BLOCK B LOT 12	SF	5665
BLOCK B LOT 13	MIXED USE LOT	38322
BLOCK C LOT 1	SF	7330
BLOCK C LOT 2	SF	6133
BLOCK C LOT 3	SF	6118

Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK C LOT 4	SF	6104
BLOCK C LOT 5	SF	6089
BLOCK C LOT 6	SF	6075
BLOCK C LOT 7	SF	6061
BLOCK C LOT 8	SF	6046
BLOCK C LOT 9	SF	6032
BLOCK C LOT 10	SF	6018
BLOCK C LOT 11	SF	6005
BLOCK C LOT 12	SF	11127
BLOCK C LOT 13	SF	6043
BLOCK C LOT 14	SF	6196
BLOCK C LOT 15	SF	6206
BLOCK C LOT 16	SF	6215
BLOCK C LOT 17	SF	6224
BLOCK C LOT 18	SF	6261
BLOCK C LOT 19	SF	6287
BLOCK C LOT 20	SF	6925
BLOCK C LOT 21	SF	6908
BLOCK C LOT 22	SF	6893
BLOCK C LOT 23	SF	6878

Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK C LOT 24	SF	6863
BLOCK C LOT 25	SF	6849
BLOCK C LOT 26	SF	6834
BLOCK C LOT 27	SF	6819
BLOCK C LOT 28	SF	6805
BLOCK C LOT 29	SF	6790
BLOCK C LOT 30	SF	6775
BLOCK C LOT 31	SF	8196
BLOCK D LOT 1	SF	6956
BLOCK D LOT 2	SF	4834
BLOCK D LOT 3	SF	4842
BLOCK D LOT 4	SF	4862
BLOCK D LOT 5	SF	4889
BLOCK D LOT 6	SF	4816
BLOCK D LOT 7	SF	4942
BLOCK D LOT 8	SF	4969
BLOCK D LOT 9	SF	4995
BLOCK D LOT 10	SF	5580
BLOCK D LOT 11	SF	4680
BLOCK D LOT 12	SF	7475

Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK D LOT 13	SF	15891
BLOCK D LOT 14	SF	12544
BLOCK D LOT 15	SF	7765
BLOCK D LOT 16	SF	8565
BLOCK D LOT 17	SF	8389
BLOCK D LOT 18	SF	8213
BLOCK D LOT 19	SF	8037
BLOCK D LOT 20	SF	7860
BLOCK D LOT 21	OPEN SPACE	117209
BLOCK D LOT 22	SF	7597
BLOCK D LOT 23	SF	7421
BLOCK D LOT 24	SF	7244
BLOCK D LOT 25	SF	7068
BLOCK D LOT 26	SF	6882
BLOCK D LOT 27	SF	6715
BLOCK D LOT 28	SF	7777
BLOCK E LOT 1	OPEN SPACE	18762
BLOCK E LOT 2	SF	4640
BLOCK E LOT 3	SF	4657
BLOCK E LOT 4	SF	4673

Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK E LOT 5	SF	4689
BLOCK E LOT 6	SF	4706
BLOCK E LOT 7	SF	4722
BLOCK E LOT 8	SF	4744
BLOCK E LOT 9	SF	4761
BLOCK E LOT 10	SF	4777
BLOCK F LOT 1	SF	5752
BLOCK F LOT 2	SF	4640
BLOCK F LOT 3	SF	4640
BLOCK F LOT 4	OPEN SPACE	14762
BLOCK F LOT 5	SF	5200
BLOCK F LOT 6	SF	5200
BLOCK F LOT 7	SF	5200
BLOCK F LOT 8	SF	5200
BLOCK F LOT 9	SF	5200
BLOCK F LOT 10	SF	5200
BLOCK F LOT 11	SF	5200
BLOCK F LOT 12	SF	5200
BLOCK F LOT 13	SF	5200
BLOCK F LOT 14	SF	5902



Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK F LOT 15	SF	4760
BLOCK F LOT 16	SF	4760
BLOCK G LOT 1	OPEN SPACE	16141
BLOCK G LOT 2	SF	4800
BLOCK G LOT 3	SF	4800
BLOCK G LOT 4	SF	4800
BLOCK G LOT 5	SF	4800
BLOCK G LOT 6	SF	4800
BLOCK G LOT 7	SF	5952
BLOCK G LOT 8	SF	8784
BLOCK G LOT 9	SF	6331
BLOCK G LOT 10	SF	10030
BLOCK G LOT 11	SF	12805
BLOCK G LOT 12	SF	8724
BLOCK G LOT 13	SF	12805
BLOCK G LOT 14	SF	10030
BLOCK G LOT 15	SF	6331
BLOCK G LOT 16	SF	8784
BLOCK G LOT 17	SF	7712
BLOCK G LOT 18	SF	5910

Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK H LOT 19	SF	5628
BLOCK H LOT 20	SF	5346
BLOCK G LOT 21	SF	5075
BLOCK G LOT 22	SF	4932
BLOCK H LOT 1	SF	6544
BLOCK H LOT 2	SF	5382
BLOCK H LOT 3	SF	5371
BLOCK H LOT 4	SF	5361
BLOCK H LOT 5	SF	4756
BLOCK H LOT 6	SF	4748
BLOCK H LOT 7	SF	4740
BLOCK H LOT 8	SF	4731
BLOCK H LOT 9	GREENLINK	5781
BLOCK H LOT 10	SF	4894
BLOCK H LOT 11	SF	4709
BLOCK H LOT 12	SF	4701
BLOCK H LOT 13	SF	4693
BLOCK H LOT 14	SF	4684
BLOCK H LOT 15	SF	4676
BLOCK H LOT 16	SF	6146

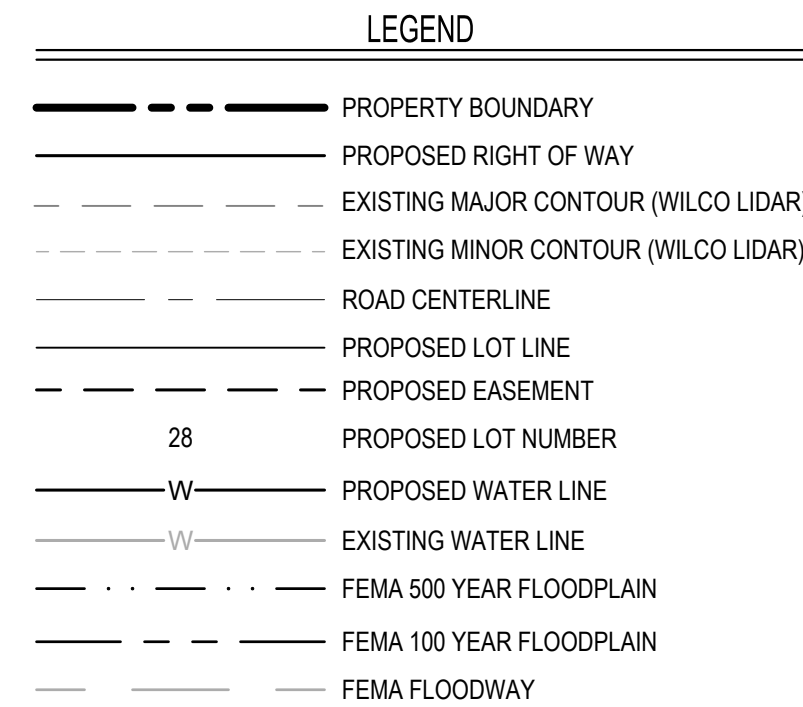
Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK H LOT 17	SF	4916
BLOCK H LOT 20	SF	4908
BLOCK H LOT 21	SF	4899
BLOCK H LOT 22	SF	4891
BLOCK H LOT 23	SF	5085
BLOCK H LOT 24	SF	4869
BLOCK H LOT 25	SF	4860
BLOCK H LOT 26	SF	4852
BLOCK H LOT 27	SF	4844
BLOCK H LOT 28	SF	5439
BLOCK H LOT 29	SF	5429
BLOCK H LOT 30	SF	5416
BLOCK H LOT 31	SF	6560
BLOCK I LOT 1	OPEN SPACE	6214
BLOCK I LOT 2	SF	4600
BLOCK I LOT 3	SF	4600
BLOCK I LOT 4	SF	4600
BLOCK I LOT 5	SF	4600

Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK J LOT 14	SF	5702
BLOCK J LOT 15	SF	5702
BLOCK J LOT 16	SF	10774
BLOCK J LOT 17	SF	14559
BLOCK J LOT 18	SF	11940
BLOCK J LOT 19	SF	9964
BLOCK J LOT 20	SF	9801
BLOCK J LOT 21	SF	4600
BLOCK J LOT 22	SF	4600
BLOCK J LOT 23	SF	4600
BLOCK J LOT 24	SF	4600
BLOCK J LOT 25	OPEN SPACE	3048
BLOCK J LOT 26	SF	5895
BLOCK J LOT 27	SF	5889
BLOCK J LOT 28	SF	6644
BLOCK J LOT 29	SF	6784
BLOCK J LOT 30	SF	7181
BLOCK J LOT 31	SF	7727
BLOCK J LOT 32	SF	11466
BLOCK K LOT 1	OPEN SPACE	5969

Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK K LOT 2	SF	4600
BLOCK K LOT 3	SF	4600
BLOCK K LOT 4	SF	4600
BLOCK K LOT 5	SF	4600
BLOCK K LOT 6	SF	4600
BLOCK K LOT 7	SF	5702
BLOCK K LOT 8	SF	5702
BLOCK K LOT 9	SF	4600
BLOCK K LOT 10	SF	4600
BLOCK K LOT 11	SF	4600
BLOCK K LOT 12	SF	4600
BLOCK K LOT 13	SF	4600
BLOCK K LOT 14	SF	4600
BLOCK K LOT 15	SF	4600
BLOCK K LOT 16	SF	4600
BLOCK K LOT 17	SF	4600
BLOCK K LOT 18	SF	4600
BLOCK K LOT 19	SF	4600
BLOCK K LOT 20	SF	4600
BLOCK K LOT 21	SF	4600
BLOCK K LOT 22	SF	4600
BLOCK K LOT 23	SF	4600
BLOCK K LOT 24	SF	4600
BLOCK K LOT 25	SF	4600
BLOCK K LOT 26	SF	4600
BLOCK K LOT 27	SF	4600
BLOCK K LOT 28	SF	4600
BLOCK K LOT 29	SF	4600
BLOCK K LOT 30	SF	4600
BLOCK K LOT 31	SF	4600
BLOCK K LOT 32	SF	4600
BLOCK K LOT 33	SF	4600
BLOCK K LOT 34	SF	4600
BLOCK K LOT 35	SF	4600
BLOCK K LOT 36	SF	4600
BLOCK K LOT 37	SF	4600
BLOCK K LOT 38	SF	4600
BLOCK K LOT 39	SF	4600
BLOCK K LOT 40	SF	4600
BLOCK K LOT 41	SF	4600
BLOCK K LOT 42	SF	4600
BLOCK K LOT 43	SF	4600
BLOCK K LOT 44	SF	4600
BLOCK K LOT 45	SF	4600
BLOCK K LOT 46	SF	4600
BLOCK K LOT 47	SF	4600
BLOCK K LOT 48	SF	4600
BLOCK K LOT 49	SF	4600
BLOCK K LOT 50	SF	4600
BLOCK K LOT 51	SF	4600
BLOCK K LOT 52	SF	4600
BLOCK K LOT 53	SF	4600
BLOCK K LOT 54	SF	4600
BLOCK K LOT 55	SF	4600
BLOCK K LOT 56	SF	4600
BLOCK K LOT 57	SF	4600
BLOCK K LOT 58	SF	4600
BLOCK K LOT 59	SF	4600
BLOCK K LOT 60	SF	4600
BLOCK K LOT 61	SF	4600
BLOCK K LOT 62	SF	4600
BLOCK K LOT 63	SF	4600
BLOCK K LOT 64	SF	4600
BLOCK K LOT 65	SF	4600
BLOCK K LOT 66	SF	4600
BLOCK K LOT 67	SF	4600
BLOCK K LOT 68	SF	4600
BLOCK K LOT 69	SF	4600
BLOCK K LOT 70	SF	4600
BLOCK K LOT 71	SF	4600
BLOCK K LOT 72	SF	4600
BLOCK K LOT 73	SF	4600
BLOCK K LOT 74	SF	4600
BLOCK K LOT 75	SF	4600
BLOCK K LOT 76	SF	4600
BLOCK K LOT 77	SF	4600
BLOCK K LOT 78	SF	4600
BLOCK K LOT 79	SF	4600
BLOCK K LOT 80	SF	4600
BLOCK K LOT 81	SF	4600
BLOCK K LOT 82	SF	4600
BLOCK K LOT 83	SF	4600
BLOCK K LOT 84	SF	4600
BLOCK K LOT 85	SF	4600
BLOCK K LOT 86	SF	4600
BLOCK K LOT 87	SF	4600
BLOCK K LOT 88	SF	4600
BLOCK K LOT 89	SF	4600
BLOCK K LOT 90	SF	4600
BLOCK K LOT 91	SF	4600
BLOCK K LOT 92	SF	4600
BLOCK K LOT 93	SF	4600
BLOCK K LOT 94	SF	4600
BLOCK K LOT 95	SF	4600
BLOCK K LOT 96	SF	4600
BLOCK K LOT 97	SF	4600
BLOCK K LOT 98	SF	4600
BLOCK K LOT 99	SF	4600
BLOCK K LOT 100	SF	4600

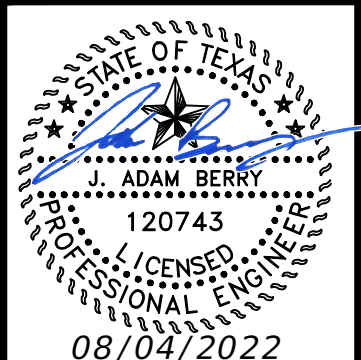
Parcel Table		
BLOCK & LOT	LAND USE	AREA (SF)
BLOCK L LOT 1	SF	4600
BLOCK L LOT 2	SF	4600
BLOCK L LOT 3	SF	4600
BLOCK L LOT 4	SF	4600
BLOCK L LOT 5	SF	4600
BLOCK L LOT 6	SF	4600
BLOCK L LOT 7	SF	4600
BLOCK L LOT 8	SF	4600
BLOCK L LOT 9	SF	4600
BLOCK L LOT 10	SF	4600
BLOCK L LOT 11	SF	4600
BLOCK L LOT 12	SF	4600
BLOCK L LOT 13	SF	4600
BLOCK L LOT 14	SF	4600
BLOCK L LOT 15	SF	4600
BLOCK L LOT 16	SF	4600
BLOCK L LOT 17	SF	4600
BLOCK L LOT 18	SF	4600
BLOCK L LOT 19	SF	4600
BLOCK L LOT 20	SF	4600
BLOCK L LOT 21	SF	4600
BLOCK L LOT 22	SF	4600
BLOCK L LOT 23	SF	4600
BLOCK L LOT 24	SF	4600
BLOCK L LOT 25	SF	4600
BLOCK L LOT 26	SF	4600
BLOCK L LOT 27	SF	4600
BLOCK L LOT 28	SF	4600
BLOCK L LOT 29	SF	4600
BLOCK L LOT 30	SF	4600
BLOCK L LOT 31	SF	4600
BLOCK L LOT 32	SF	4600
BLOCK L LOT 33	SF	4600
BLOCK L LOT 34	SF	4600
BLOCK L LOT 35	SF	4600
BLOCK L LOT 36	SF	4600
BLOCK L LOT 37	SF	4600
BLOCK L LOT 38	SF	4600
BLOCK L LOT 39	SF	4600
BLOCK L LOT 40	SF	4600
BLOCK L LOT 41	SF	4600
BLOCK L LOT 42	SF	4600
BLOCK L LOT 43	SF	4600
BLOCK L LOT 44	SF	4600

	HERITAGE MILL NORTH, PRELIMINARY PLAT HUTTO, WILLIAMSON COUNTY, TEXAS		☐	
			☐	
			☐	
			☐	
			☐	
			☐	
OVERALL WATER DISTRIBUTION PLAN		REV	DESCRIPTION	DATE
BGE, INC. 101 W. Lewis Hermit Blvd., Suite 400 J. ADAM BERRY TBEPE Registration No. E-1046 TEL: 512-879-0400 www.bgeinc.com		DESIGNED BY:	AMC	
		REVIEWED BY:	JAB	
		DRAWN BY:	AMC	
SHEET 6 OF 11				



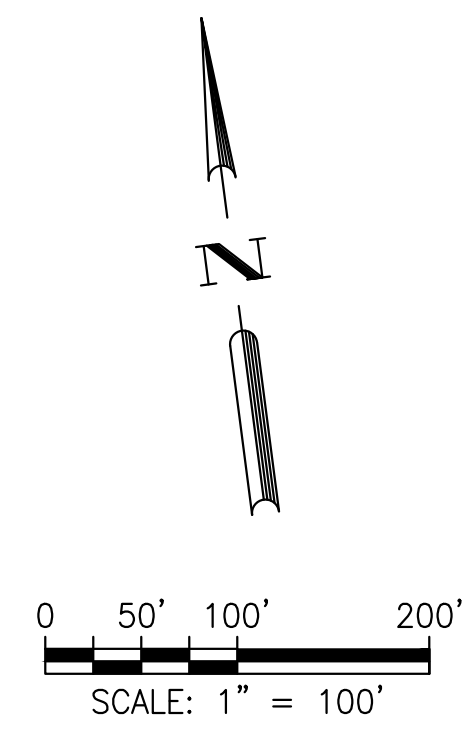
BGE, INC.
 101 W. Louis Harris Blvd., Suite 400
 Austin, TX 78723
 TBPE Division, No. F-1046
 TEL: 512-379-0400 www.bgeinc.com

HERITAGE MILL NORTH, PRELIMINARY PLAT
HUTTO, WILLIAMSON COUNTY, TEXAS



SHEET
6 OF 11

HERITAGE MILL NORTH SUBDIVISION



- ### LEGEND
- | | |
|---|---------------------------|
|  | PROPERTY BOUNDARY |
|  | PROPOSED RIGHT OF WAY |
|  | EXISTING MAJOR CONTOUR |
|  | EXISTING MINOR CONTOUR |
|  | ROAD CENTERLINE |
|  | PROPOSED LOT LINE |
|  | PROPOSED EASEMENT |
| 28 | PROPOSED LOT NUMBER |
|  | PROPOSED WASTEWATER LINE |
|  | WASTEWATER FLOW DIRECTION |

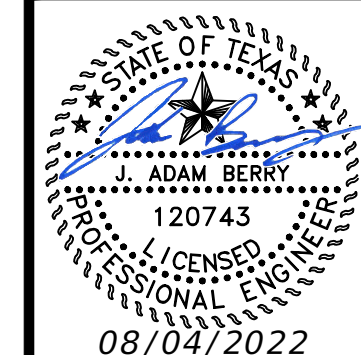
NOTE: ALL WASTEWATER LINES SHOWN TO BE
8" UNLESS OTHERWISE NOTED.



BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

HERITAGE MILL NORTH, PRELIMINARY PLAT
HUTTO, WILLIAMSON COUNTY, TEXAS

OVERALL WASTEWATER PLAN



SHEET
7 OF 11

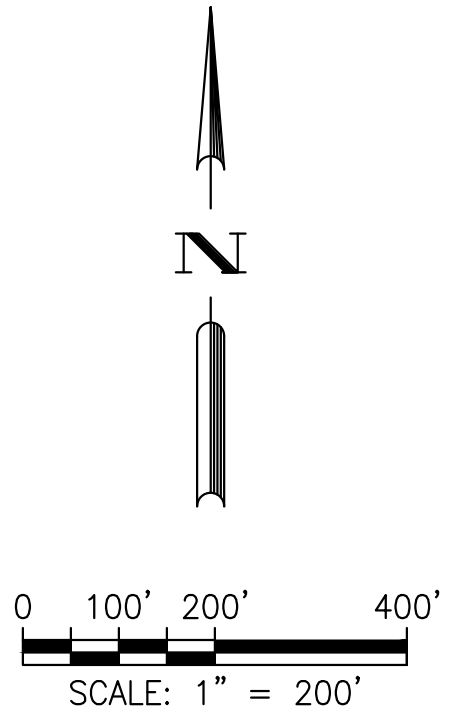
Received 8/8/2022



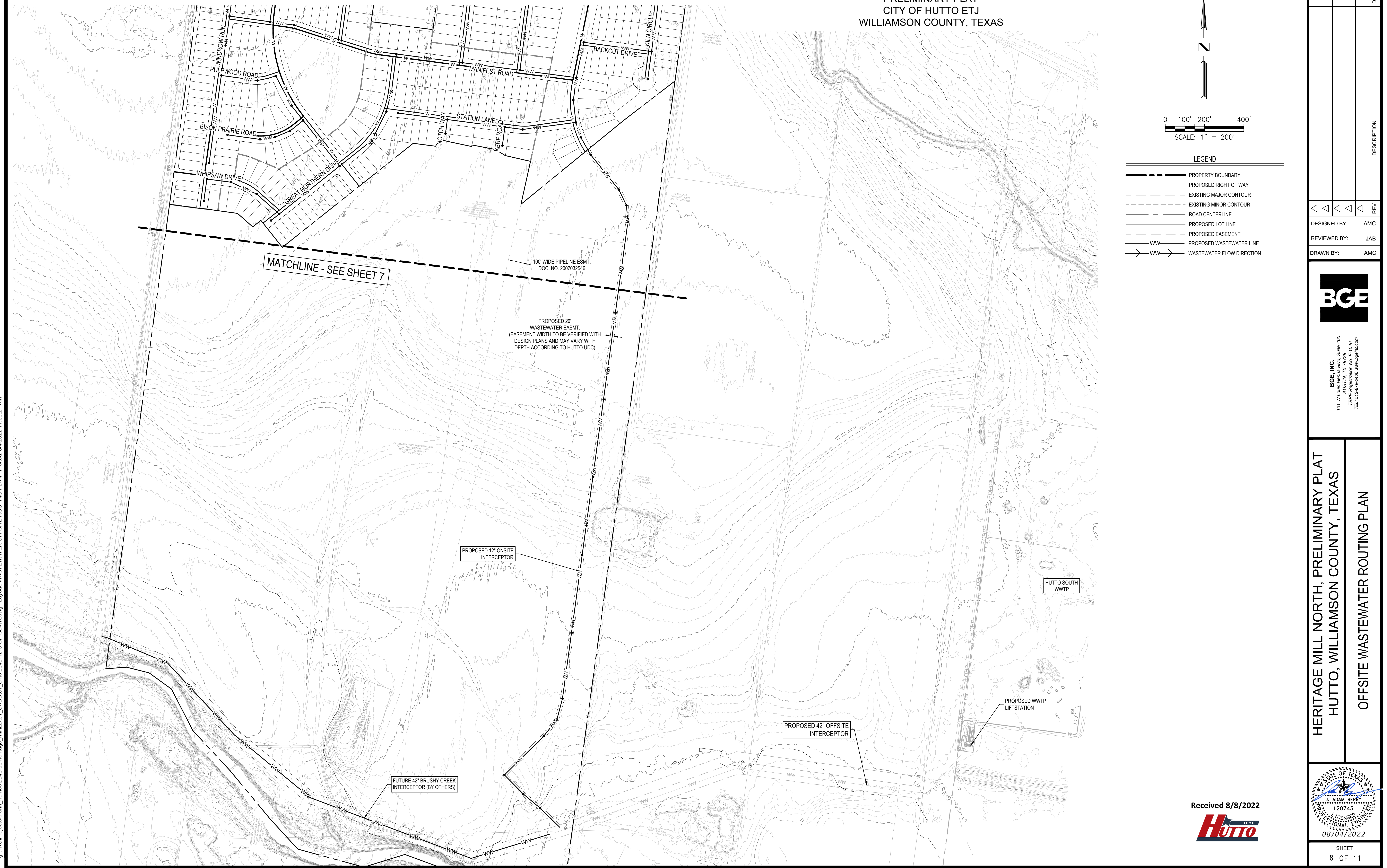
MATCHLINE - SEE SHEET 8

HERITAGE MILL SOUTH SUBDIVISION

PRELIMINARY PLAT
CITY OF HUTTO ETJ
WILLIAMSON COUNTY, TEXAS



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED EASEMENT
	PROPOSED WASTEWATER LINE
	WASTEWATER FLOW DIRECTION



DATE	DESCRIPTION
APR	

DESIGNED BY:	AMC
REVIEWED BY:	JAB
DRAWN BY:	AMC

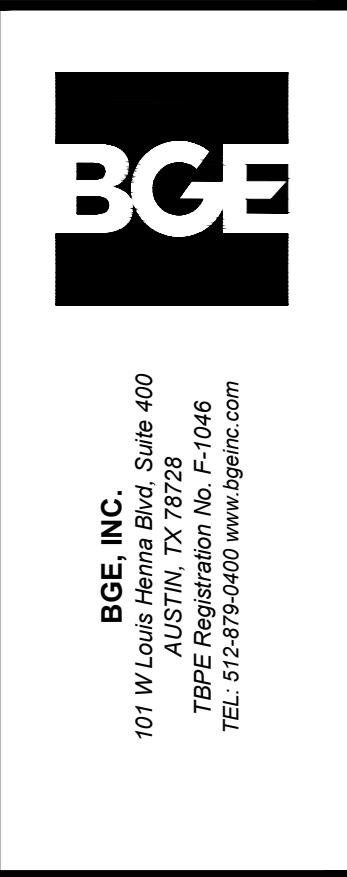
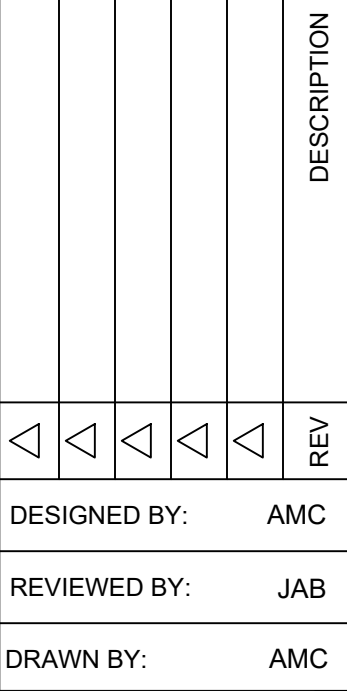
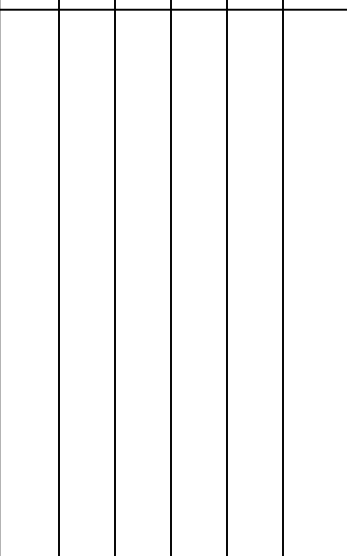


BGE, INC.
101 W. Louis Harris Blvd. Suite 400
AUSTIN, TX 78728
TYPE Registration No. F-1646
TEL 512.675.9460 www.bgeinc.com

HERITAGE MILL NORTH, PRELIMINARY PLAT
HUTTO, WILLIAMSON COUNTY, TEXAS
OFFSITE WASTEWATER ROUTING PLAN



g:\TXC\Projects\brohm_homes\8843-00-heritage_mill\LD01_CADD\01_Shts\8843-12-C-SP-SSWR.dwg Layout: WASTEWATER OFFSITE ROUTING PLAN Plotted: 8/4/2022 11:06:21 AM

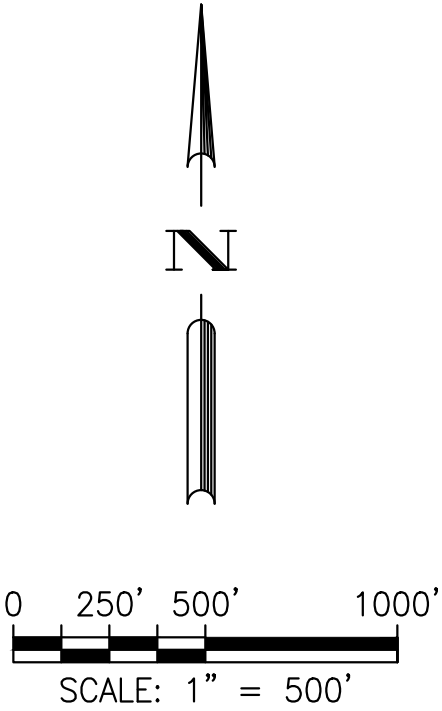
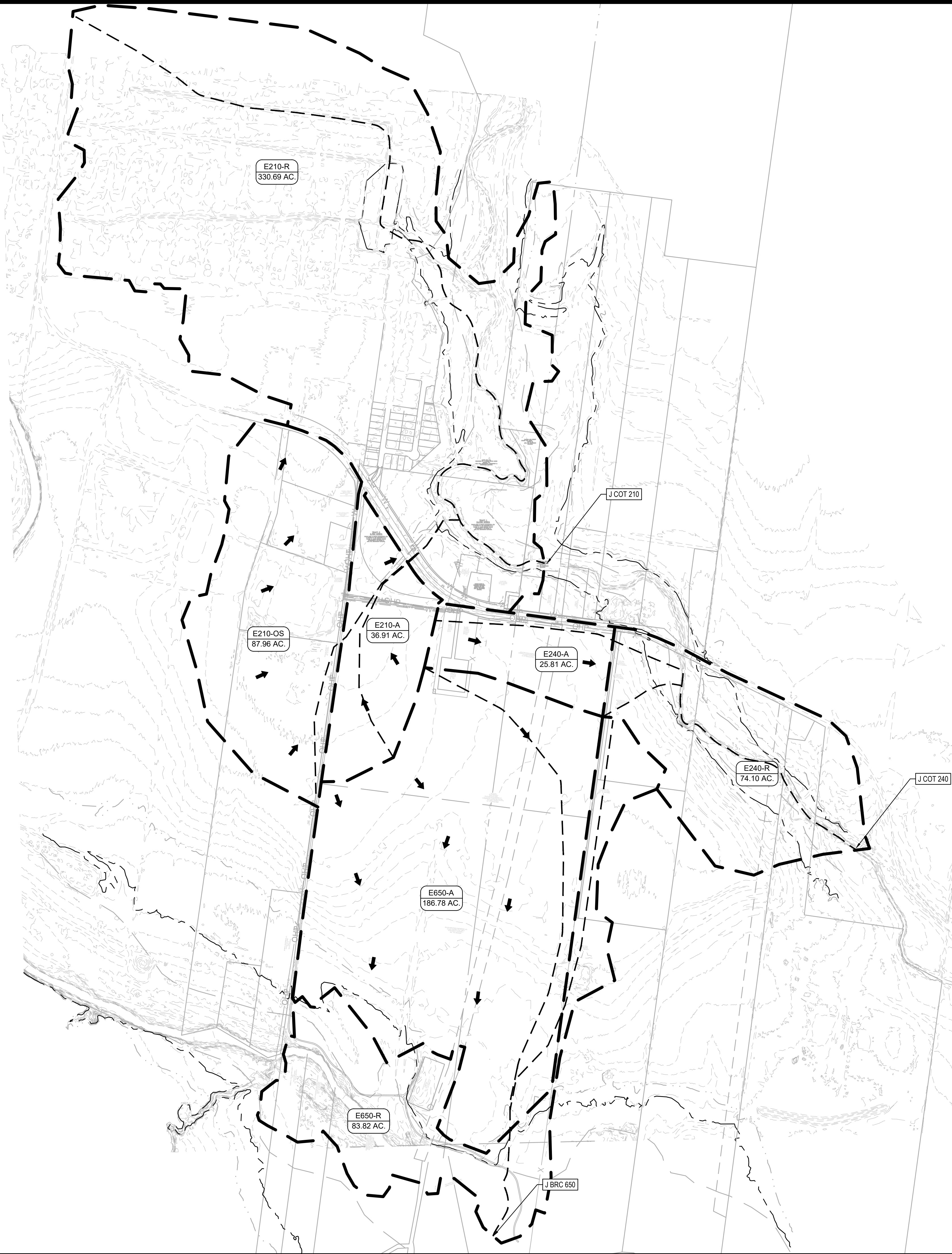
[illegible]

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER
08/04/2022

SHEET
9 OF 11



g:\TXC\Projects\brohm_homes\8843-00-heriage_mill\LD01_CADD\01_Shts\8843-12-C-SP-EHYDR.dwg Layout: PRE-DEVELOPED HYDROLOGY MAP Plotted: 8/4/2022 11:07:39 AM



LEGEND	
	PROPERTY BOUNDARY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	TIME OF CONCENTRATION
	FEMA 100-YR FLOODPLAIN
	FEMA 500-YR FLOODPLAIN
	DRAINAGE DIVIDE
	FLOW ARROW
	AREA NAME
	DRAINAGE AREA

NOTE: DRAINAGE CALCULATIONS AND TIME OF CONCENTRATION FLOW PATHS SHOWN REFLECT FULLY-DEVELOPED CONDITIONS INCLUDING BOTH HERITAGE MILL NORTH AND HERITAGE MILL SOUTH

EXISTING CONDITION						
WSHED	AREA ID	SQMI	AC	AC IC	IC%	TLAG (MIN)
COT 210	E210-R	0.5167	330.690	58.863	17.8%	30.8
	E210-OS	0.13744	87.960	15.657	17.8%	34.5
	E210-A	0.05767	36.910	6.570	17.8%	29.8
COT 240	E240-R	0.11578	74.100	1.260	1.7%	17.4
	E240-A	0.04033	25.810	0.439	1.7%	29.2
	E650-A	0.29184	186.780	1.307	0.7%	55.0
BRC 650	E650-R	0.13097	83.820	0.587	0.7%	55.9

CCN CALCULATIONS						
AREA	SOIL TYPE	%	DESCRIPTION	CN	CCN	IC%
E210-OS	B	13.8%	ROW CROPS (GOOD)	78	87.5	0.0
	D	86.2%	ROW CROPS (GOOD)	89		
E210-A	B	23.5%	ROW CROPS (GOOD)	78	86.4	0.0
	D	76.5%	ROW CROPS (GOOD)	89		
E240-A	B	19.3%	ROW CROPS (GOOD)	78	86.9	0.0
	D	80.7%	ROW CROPS (GOOD)	89		
E650-A	B	6.8%	ROW CROPS (GOOD)	78	88.2	0.0
	D	93.2%	ROW CROPS (GOOD)	89		

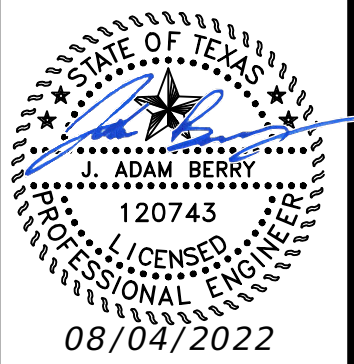
J_COT_210 FLOW COMPARISON BY STORM				
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)	
2 YR	822.1	815.5	-6.6	
10 YR	2295.9	2293.4	-2.5	
25 YR	3490.1	3485.1	-5.0	
100 YR	6023.7	6012.5	-11.2	

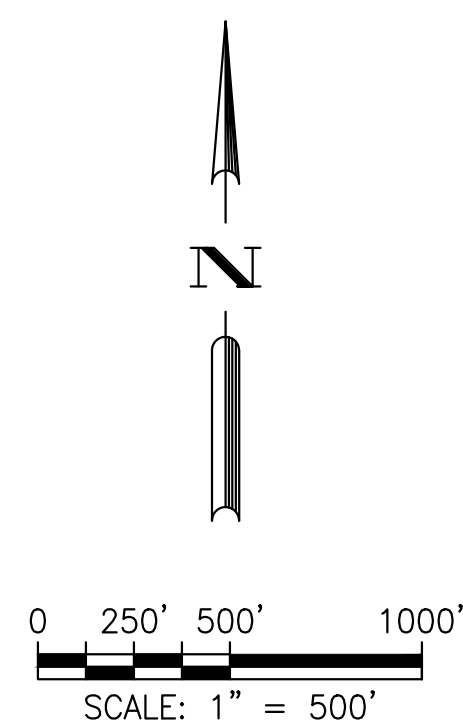
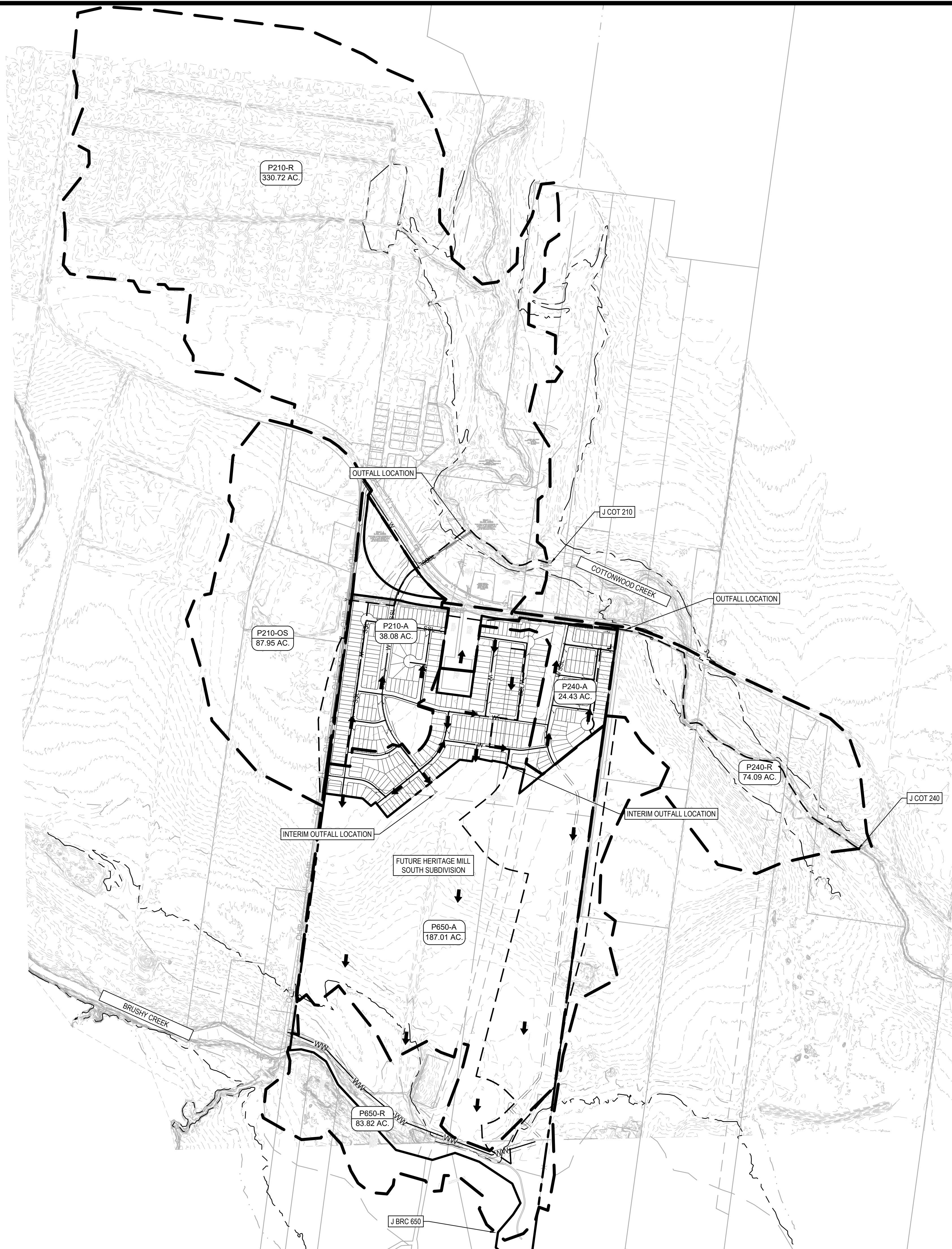
J_COT_240 FLOW COMPARISON BY STORM				
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)	
2 YR	861.3	852.2	-9.1	
10 YR	2353.3	2350.0	-3.3	
25 YR	3590.2	3582.5	-7.7	
100 YR	6196.0	6180.2	-15.8	

J_BRC_650 FLOW COMPARISON BY STORM				
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)	
2 YR	8187.4	8169.2	-18.2	
10 YR	19967.0	19915.5	-51.5	
25 YR	28450.0	28383.8	-66.2	
100 YR	47297.4	47185.3	-112.1	

J_COT_300_BRC_670 FLOW COMPARISON BY STORM				
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)	
2 YR	8950.7	8929.5	-21.2	
10 YR	22183.6	22128.9	-54.7	
25 YR	32140.8	32068.9	-71.9	
100 YR	53568.1	53536.3	-31.8	

Received 8/8/2022





LEGEND

	PROPERTY BOUNDARY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	TIME OF CONCENTRATION
	FEMA 100-YR FLOODPLAIN
	FEMA 500-YR FLOODPLAIN
	DRAINAGE DIVIDE
	FLOW ARROW
	AREA NAME
	DRAINAGE AREA

NOTE: DRAINAGE CALCULATIONS AND TIME OF CONCENTRATION
FLOW PATHS SHOWN REFLECT FULLY-DEVELOPED CONDITIONS
INCLUDING BOTH HERITAGE MILL NORTH AND HERITAGE MILL SOUTH

PROPOSED CONDITION						
WSHED	AREA ID	SQMI	AC	AC IC	IC%	TOC (MIN)
COT 210	P210-R	0.51675	330.720	58.868	17.8%	30.8
	P210-OS	0.13742	87.950	0.000	0.0%	23.4
	P210-A	0.0595	38.080	19.116	50.2%	14.8
COT 240	P240-R	0.11577	74.090	1.260	1.7%	15.8
	P240-A	0.03817	24.430	8.160	33.4%	29.6
BRC 650	P650-A	0.2922	187.010	86.399	46.2%	16.4
	P650-R	0.13097	83.820	0.587	0.7%	47.8

		CCN CALCULATIONS				
AREA	SOIL TYPE	%	DESCRIPTION	CN	CCN	IC%
P210-OS	B	18.6%	ROW CROPS (GOOD)	78	87.5	0.0
	D	86.2%	ROW CROPS (GOOD)	89		
P210-A	B	23.5%	OPEN SPACE (GOOD)	61	75.5	50.2
	D	76.5%	OPEN SPACE (GOOD)	80		
P240-A	B	19.3%	OPEN SPACE (GOOD)	61	76.3	33.4
	D	80.7%	OPEN SPACE (GOOD)	80		
P650-A	B	6.8%	OPEN SPACE (GOOD)	61	78.7	46.2
	D	93.2%	OPEN SPACE (GOOD)	80		

J_COT_210 FLOW COMPARISON BY STORM			
STORM EVENT	EX Q. (CFS)	DEV Q. (CFS)	DELTA (CFS)
2 YR	822.1	815.5	-6.6
10 YR	2295.9	2293.4	-2.5
25 YR	3490.1	3485.1	-5.0
100 YR	6023.7	6012.5	-11.2

J_COT_240 FLOW COMPARISON BY STORM			
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)
2 YR	861.3	852.2	-9.1
10 YR	2353.3	2350.0	-3.3
25 YR	3590.2	3582.5	-7.7
100 YR	6196.0	6180.2	-15.8

J_BRC_650 FLOW COMPARISON BY STORM			
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)
2 YR	8187.4	8169.2	-18.2
10 YR	19967.0	19915.5	-51.5
25 YR	28450.0	28383.8	-66.2
100 YR	47297.4	47185.3	-112.1

J_COT_300_BRC_670 FLOW COMPARISON BY STORM			
STORM EVENT	EX Q (CFS)	DEV Q (CFS)	DELTA (CFS)
2 YR	8950.7	8929.5	-21.2
10 YR	22183.6	22128.9	-54.7
25 YR	32140.8	32068.9	-71.9
100 YR	53568.1	53536.3	-31.8

Received 8/8/2022



REV	DESCRIPTION	DATE	APR
△			
△			
△			
△			
△			

DESIGNED BY: AMC

REVIEWED BY: JAB

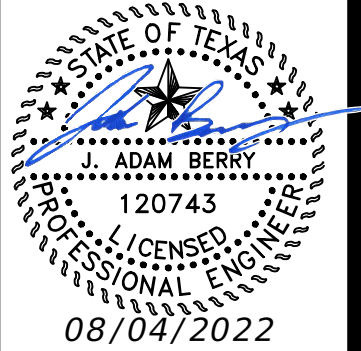
DRAWN BY: AMC



BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

HERITAGE MILL NORTH, PRELIMINARY PLAT
HUTTO, WILLIAMSON COUNTY, TEXAS

POST-DEVELOPED HYDROLOGY MAP



SHEET
1 OF 11

CONSENT AGREEMENT

[WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35]

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This **CONSENT AGREEMENT** (this "Agreement") is between the **CITY OF HUTTO, TEXAS**, a home-rule city and municipal corporation located in Williamson County, Texas (the "City") and **HARRIS & STRAUB, LLC**, a Texas limited liability company ("Developer"), effective as of February 25, 2021 (the "Effective Date"). Upon confirmation of the creation of **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35**, a proposed municipal utility district to be created as contemplated by this Agreement (the "District"), by the voters within the District, the District will join in and agree to be bound by certain provisions of this Agreement.

INTRODUCTION

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WWTP: The City's South wastewater treatment plant.

ARTICLE II. CREATION OF DISTRICT AND RELATED MATTERS

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

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

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

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

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

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

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

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

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

Section 2.08 Withdrawal of Consent.

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

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

Section 2.09 Required Submittals to the City.

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

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

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

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

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

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

ARTICLE III. DEVELOPMENT MATTERS

Section 3.01 Water, Wastewater, and Drainage Facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV. BONDS AND FINANCIAL MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V. TERM, TERMINATION, AMENDMENT

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

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

ARTICLE VI. REMEDIES

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

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

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

ARTICLE VII. REPORTING.

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

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

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

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

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

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

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

ARTICLE VIII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**COUNTERPART SIGNATURE PAGE TO
CONSENT AGREEMENT**

[WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35]

CITY:

CITY OF HUTTO, TEXAS

By: WA. H
Name: Warren A. Hutmacher
Title: City manager
Date: 2/25/21

City Attorney for the City of Hutto

By: Cristian Rosas-Girilet
Name: Cristian Rosas-Girilet
Title: Assistant City Attorney
Date: 2/25/21

STATE OF TEXAS

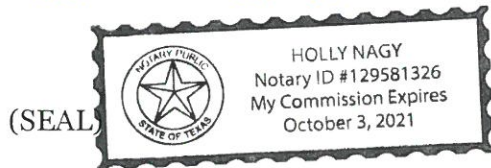
§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on the 1 day of March, 2021
by, Warren A. Hutmacher of the City of Hutto, Texas, on behalf of the City



Holly Nagy
Notary Public, State of Texas
Holly Nagy
Name printed or typed
Commission Expires: 10/03/21

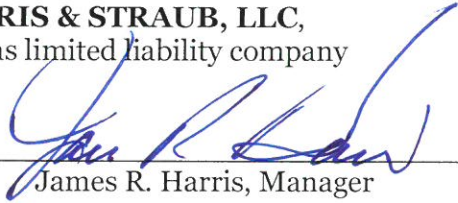
COUNTERPART SIGNATURE PAGE TO

CONSENT AGREEMENT

[WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35]

DEVELOPER:

HARRIS & STRAUB, LLC,
a Texas limited liability company

By: 
James R. Harris, Manager

Date: 2/22/21

By: _____
Joseph. W. Straub, Manager

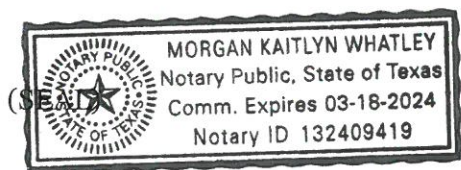
Date: _____

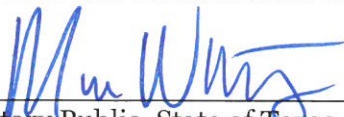
STATE OF TEXAS

COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me on the 22 day of February, 2021
by, manager of the Harris & Straub, LLC, on behalf of said limited liability company.




Notary Public, State of Texas

Morgan Whatley
Name printed or typed
Commission Expires: 3/18/24

COUNTERPART SIGNATURE PAGE TO

CONSENT AGREEMENT

[WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35]

DEVELOPER:

HARRIS & STRAUB, LLC,
a Texas limited liability company

By: _____
James R. Harris, Manager

Date: _____

By: [Signature]
Joseph. W. Straub, Manager

Date: 2-22-21

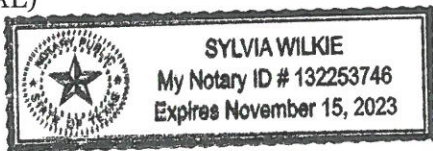
STATE OF TEXAS

COUNTY OF Travis

§
§
§

This instrument was acknowledged before me on the 22nd day of February, 2021
by, Joseph W. Straub of the Harris & Straub, LLC, on behalf of said limited liability company.

(SEAL)



[Signature]
Notary Public, State of Texas

Sylvia Wilkie
Name printed or typed
Commission Expires: 11-15-23

COUNTERPART SIGNATURE PAGE TO

CONSENT AGREEMENT

[WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35]

DISTRICT:

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

By: _____

Name: _____

Title: President, Board of Directors

Date: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

EXHIBIT “A”

Land

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

Exhibit "A-1"

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

METES & BOUNDS DESCRIPTION

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

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

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

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

Page 1 of 6

G:\TXCWP\PROJECTS\HARRIS_STRAUB\7414-00_WALLIN_TRACT_SURVEY\04_FINALS\MR271AC ALTA PRELIM.DOCX

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

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

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

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

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

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

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

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

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

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

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

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

Save & Except the Following:

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

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

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

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

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

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

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

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


Dion P. Albertson RPLS Number 4963



01/29/2020

Date

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

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

Page 6 of 6

G:\TXC\PROJECTS\HARRIS_STRAUB\7414-00_WALLIN_TRACT_SURVEY\04_FINALS\MB271AC ALTA PRELIM.DOCX

Exhibit "A-2"

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

METES & BOUNDS DESCRIPTION

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

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

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

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

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

Page 1 of 5

GATXC\PROJECTS\HARRIS_STRAUB\7414-00_WALLIN_TRACT_SURVEY\04_FINALS\WB\TR 1-24.226ac ALTA PRELIM.DOCX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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




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

01/29/2020

Date

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

Page 5 of 5

GATX\PROJECTS\HARRIS_STRAUB\7414-00_WALLIN_TRACT_SURVEY\04_FINALS\MBTR 1-24.226AC ALTA PRELIM.DOCX

Exhibit "A-3"

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

METES & BOUNDS DESCRIPTION

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

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

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

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

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

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

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

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

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

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

01/29/2020
Date

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

EXHIBIT "B"

Concept Plan

WALLIN TRACT - HARRIS & STRAUB

CONCEPT PLAN
11-25-2020

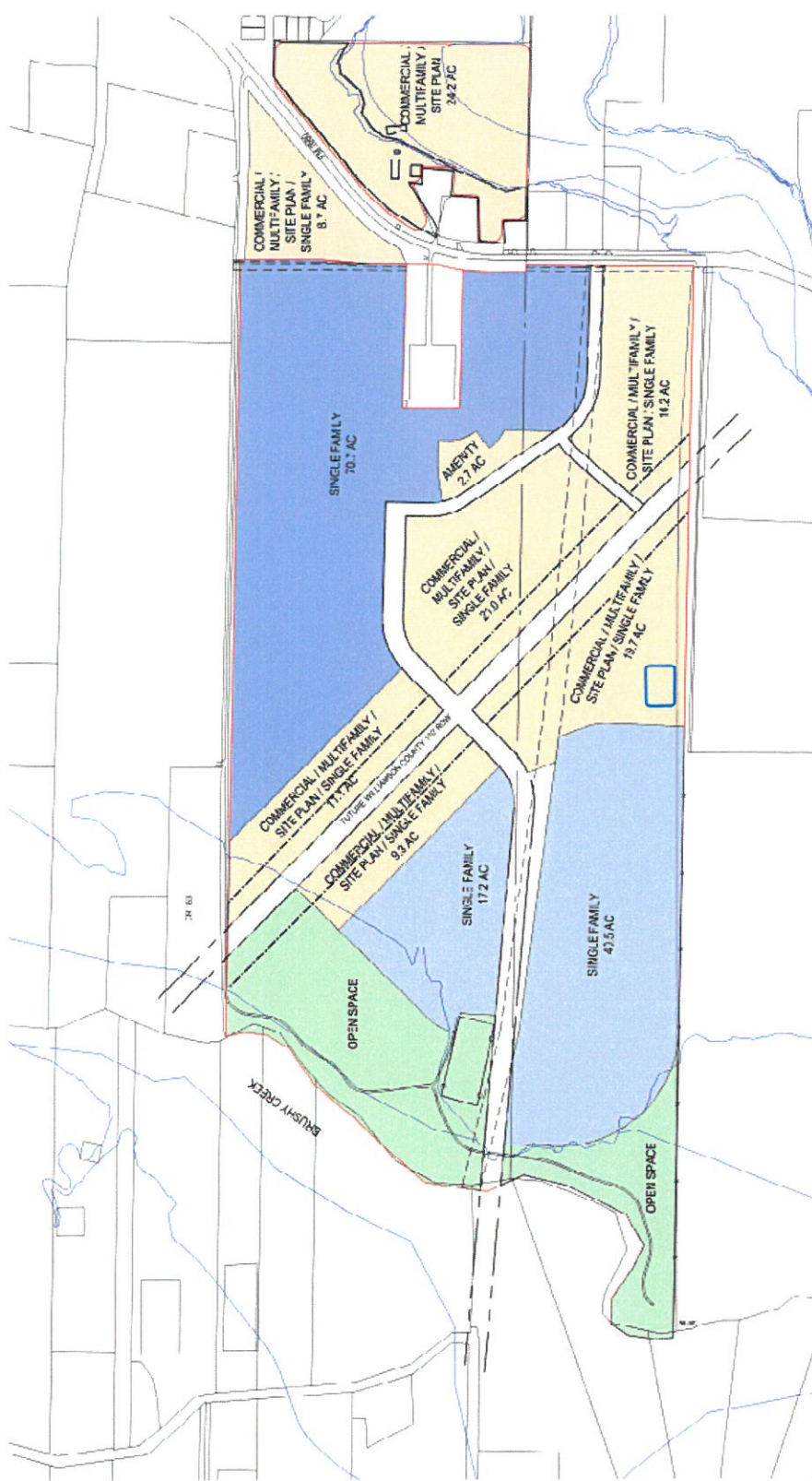


Exhibit "B"

{W0966513.16}

EXHIBIT "C"

Copy of Petition

PETITION FOR CONSENT TO THE CREATION OF MUNICIPAL UTILITY DISTRICT

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

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

I.

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

II.

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

III.

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

IV.

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

V.

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

{W1012387.1}

VI.

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

VII.

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

VIII.

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

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

EXECUTED to be effective as of November 12, 2020.

PETITIONER:

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

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

By: Joyline Wallin Kovar
Joyline Wallin Kovar, Treasurer

THE STATE OF TEXAS

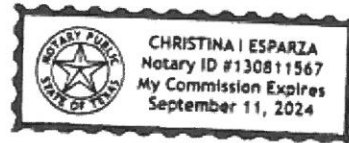
§
§
§

COUNTY OF WILLIAMSON

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

(SEAL)

Christina I. Esparza
Notary Public, State of Texas



{W0966513.16}

3

{W0966513.16}

Exhibit "C"

EXHIBIT "A"

Land

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

{W1012387.1}

Exhibit "A"

{W0966513.16}

Exhibit "C"

Exhibit "A-1"

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

METES & BOUNDS DESCRIPTION

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

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

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

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

Page 1 of 6

G:\PROJECTS\HARRIS_STRATTON\14-00_WALLIN_FARM_TRACT_SURVEY\06_FINALS\062714-00 ALTA PRELIM.DOCX

{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

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

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

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

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

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

Page 2 of 6

G:\OAC\PROJECTS\HARRIS_5\TRAUTMAN\4-00_WALLIN_TRACT_SURVEY\04_FINALS\04B\271AC ALTA PRELIM.DOCX

{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

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

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

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

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

Page 3 of 6

GO:\C\PROJECTS\SUBSITES_5\TRAL\B5414-00_WALLIN_FTRACT_SURVEY\04_FINAL\501B271AC_ALTA_PRELIM.DOCX

{W01012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

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

Page 4 of 6

G:\XCP\PROJECTS\HARRIS_STRAUB\7414-00_WALLIN_FARM_TRACT_SURVEY\MG_FINAL\SUBMIT\AC ALTA PREL.DOCX

{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

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

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

Save & Except the Following:

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

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

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

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

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

Page 5 of 6

G:\XCP\PROJECTS\BARRIS_STRAUB\5414-00_WALLIN_FTRACT_SURVEY\04_FINAL\5000271AC ALTA PRELIM.DOCX

{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

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

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

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





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

01/29/2020

Date

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

Page 6 of 6

GO:\COPROJECT\HARRIS_STRAID\7414-00_WALLIN_TRACT_SURVEY\04_FINAL\SMR2\AC ALTA PRELIM.DOCX

{W1012387.1}

Exhibit "A-1"

{W0966513.16}

Exhibit "C"

Exhibit "A-2"

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

METES & BOUNDS DESCRIPTION

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

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

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

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

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

Page 1 of 1

G:\TX\PROJECTS\HARRIS_STRAUB\7414-00_WALLIN_FARM_SURVEY\94_FINAL\SHMBTR 1-24-20\ALTA PRELIM.DOCX

{W1012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"

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

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

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

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

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

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

Page 2 of 3

\\G:\PROJECTS\HARRIS_STRAUB\7414-00_WALLIN_FARM_TRACT_SURVEY\04_FINALS\MSTR 1-24-20\ALTA PRELIM.DOCX

{W01012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"

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

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

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

Page 3 of 5

\\G:\PROJECTS\BARRIS_STR\107414-00_WALLIN_FARM_TRACT_SURVEY\04_FINALS\08\SITE 1-24.226AC ALTA.PRELIM.DOCX

{W1012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"

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

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

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

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

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

Page 4 of 5

G:\CVC\PROJECTS\HARRIS_STRAIL\87414400_WALLIN_TRACT_SURVEY\04_FINAL\SMRTR 1-24-22\AC ALTA PRELIM.DOCX

{W01012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"

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

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

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

01/29/2020

Date

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

Page 5 of 5

G:\TX\PROJECTS\HARRIS_STRALEB\7414-00_WALLIN_FRACT_SURVEY\04_FINAL\SMRTR 1-24-20\ALTA PRELIM.DOCX

{W1012387.1}

Exhibit "A-2"

{W0966513.16}

Exhibit "C"

Exhibit "A-3"

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

METES & BOUNDS DESCRIPTION

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

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

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

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

Page 1 of 3

G:\GIS\PROJECTS\HARRIS_5TRAIL\07414-00_WALLIN_TRACT_SURVEY\04_FINALS\MBRFB-2-5.792AC_ALTA_PRELIM.DOCX

{W1012387.1}

Exhibit "A-3"

{W0966513.16}

Exhibit "C"

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

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

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

{W1012387.1}

Exhibit "A-3"

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

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

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

01/29/2020
Date

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

Page 3 of 3

G:\TX\PROJECTS\HARRIS_STRAUB\7414-00_WALLIN_FARM_TRACT_SURVEY\04_FINALS\01\01-5.792AC ALTA PRELIM.DOCX

{W1012387.1}

Exhibit "A-3"

{W0966513.16}

Exhibit "C"

EXHIBIT “D”

Form of Strategic Partnership Agreement

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

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. TAXATION

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

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

ARTICLE IV. FULL PURPOSE ANNEXATION

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

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

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

ARTICLE V. TERM

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

ARTICLE VI. BREACH, NOTICE AND REMEDIES

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

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

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

ARTICLE VII. ADDITIONAL PROVISIONS

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

CITY: City of Hutto
Attn: Warren Hutmacher, City Manager
500 W. Live Oak Street
Hutto, Texas 78634

With copy to: Bojorquez Law Firm, PC
Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78759

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

{W0966513.16}

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTTO ON
_____, 20____.

ATTEST:

CITY OF HUTTO, TEXAS

City Secretary

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

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

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

By: _____
Name: _____
Title: President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

Exhibit “A”

Depiction of the Development

Exhibit “B”

Legal Description of the Development

Exhibit “C”

Depiction of the Limited Purpose Property

Exhibit “D”

Legal Description of the Limited Purpose Property

Wastewater Interceptor Line



EXHIBIT “F”

Consent Resolution

RESOLUTION NO. _____

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

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

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

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

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

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

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

DULY RESOLVED by the City Council of the City of Hutto, Texas, on the ____ the day of _____, 2021.

Mike Snyder, Mayor Pro Tem

ATTEST:

APPROVED:

Holy Nagy, City Secretary

_____, City Attorney

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

EXHIBIT “G”

Variances

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

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

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

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

EXHIBIT "H"

Form of Required District Notice

MEMORANDUM OF REQUIRED NOTICE TO END-BUYER

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

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

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

EXECUTED this ____ day of _____, 202_.

DISTRICT:

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

By: _____
_____, President
Board of Directors

ATTEST:

_____, Secretary
Board of Directors

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public Signature

AFTER RECORDING RETURN TO:

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

AGENDA ITEM REPORT

4.7.



This agenda item meets the following City's Pillars:(check all that apply)

☐ Excellence and Efficiency through Collaboration

☐ Sustainable Growth

☐ Financial Responsibility

☐ Highest Quality of Life

To: Planning and Zoning Commission

Subject: Consideration and possible action on Bell Yard Schmidt's Creek Preliminary Plat, 30.31 acres, more or less, of land, two multi-family residential lots and one commercial lot, located off of Ed Schmidt and future Live Oak extension.

Meeting: Tuesday, September 6, 2022

Department: Development Services

Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposal consists of a preliminary plat for 2.6 acres of commercial, Live Oak Street ROW and construction and two multi-family lots. The property is zoned PUD for a mixture of residential lots and (Ordinance O-2021-071).

NORTH: ETJ, Vacant

SOUTH: ETJ, Church

EAST: Multi-Family (MF-1), Vacant and Proposed Multi-Family

WEST: Local Business (B-1) Retail, Restaurant, and Daycare Uses

SUMMARY OF REQUEST:

The proposed Preliminary Plat is in conformance with the Planned Unit Development approved at the end of 2021.

STAFF REVIEW:

The proposed Preliminary Plat is recommended for approval with the following conditions:

Prior to Final Plat submittal:

1. All lot/block are updated to show alphanumeric call-outs (ex. Lot 1, Block A)
2. Note #2 will be updated to reflect the correct PUD.
3. Update the P&Z approval note with the correct date.
4. All engineering label updates will be completed.

AGENDA ITEM REPORT

4.7.



FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. BellYardSchmidtsCreek-Prelim-U1-Plat(8-23-22)

Plotted By: Peert, Heather Date: August 22, 2022 07:28:30pm File Path: K:\AUS Civil\069241812 - Aspen Heights - Schmidts Creek\04 Preliminary\PlanSheets C-Existing Conditions & Demolition Plan.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



EXHIBIT " " "

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.3083 ACRES (1,320,232 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 71.096 ACRES TRACT CONVEYED TO HARRY RONALD HANSON AND SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 30.3083 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of Ed Schmidt Boulevard (County Road 119 - right-of-way varies), being the northwest corner of a called 10.000 acres tract conveyed to Hutto United Methodist Church in Document No. 2004071799 (O.P.R.W.C.T.), and being the southwest corner of said Hanson and Tasto 71.096 acres tract, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north line of said United Methodist Church tract, with east right-of-way line of said Ed Schmidt Boulevard and the west line of said Hanson and Tasto 71.096 acres tract the following five (5) courses and distances:

- 1) **N06°23'31"E**, a distance of **421.86** feet to an iron rod with "RPLS 4249" cap found for a non-tangent point of curvature hereof;
- 2) Along the arc of a curve to the right, whose radius is **3,115.00** feet, whose arc length is **149.30** feet and whose chord bears **N12°21'41"E**, a distance of **149.29** feet to an iron rod with "RPLS 4249" cap found for an angle point hereof;
- 3) **N13°37'19"E**, a distance of **235.07** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof;
- 4) Along the arc of a curve to the left, whose radius is **3,205.00** feet, whose arc length is **334.95** feet and whose chord bears **N10°56'42"E**, a distance of **334.79** feet to an iron rod with "Capital Survey" cap found for an angle point hereof;
- 5) **N07°36'31"E**, a distance of **383.85** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, being the south line of a 100' and a 10' wide Oncor Electric Delivery Company Easement recorded in Document No. 2002096196 (O.P.R.W.C.T.);

THENCE, with the south line of said Oncor Electric Delivery Company Easement and the north line hereof, the following three (3) courses and distances:

- 1) **N83°57'39"E**, a distance of **286.44** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof;
- 2) **N82°17'02"E**, a distance of **445.11** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof;
- 3) **N82°58'26"E**, a distance of **84.48** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, being the west line of said Hanson and Tasto 71.096 acres tract, and being in the west line of a called 39.34 acres tract conveyed to Kalogridis & Kalogridis Development LLC in Document No. 2017118415 (O.P.R.W.C.T.);

THENCE, leaving the south line of said Oncor Electric Delivery Company Easement, with the common line of said Hanson and Tasto 71.096 acres tract and said Kalogridis & Kalogridis Development tract,

P:\01274\Metes & Bounds & Certifications\01274-30.3083ac tract.docx Page 1 of 2

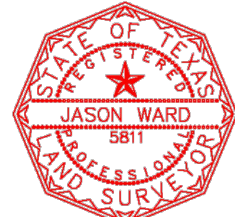
S07°36'50"W, a distance of **1,728.35** feet to an iron rod with "Chaparral" cap found for the southeast corner hereof, being the southeast corner of said Hanson and Tasto 71.096 acres tract, and being the northeast corner of said United Methodist Church tract, from which an iron rod with illegible yellow cap found for the southeast corner of said United Methodist Church tract, being the northeast corner of Lot 3, Block "A" Hanson's Corner Expansion, a subdivision recorded in Document No. 2020143661 (O.P.R.W.C.T.) bears, **S07°37'06"W**, a distance of **522.27** feet;

THENCE, leaving the west line of said Kalogridis & Kalogridis Development tract, with the common line of said United Methodist Church tract and said Hanson and Tasto 71.096 acres tract, **N82°25'58"W**, a distance of **836.73** feet to the **POINT OF BEGINNING** and containing 30.3083 Acres (1,320,232 Square Feet) of land, more or less.

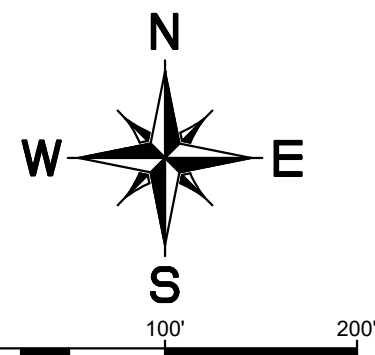
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000111448862. See attached sketch (reference drawing: 01274.dwg.)

8/3/2021
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



P:\01274\Metes & Bounds & Certifications\01274-30.3083ac tract.docx Page 2 of 2

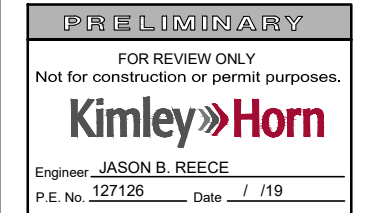


UTILITY LEGEND

---	PROPERTY LINE
---	EXISTING CONTOUR
OHE	EXISTING OVERHEAD POWER LINE
W	EXISTING WATER LINE
WW	EXISTING WASTEWATER LINE
⊙	EXISTING POWER POLE
⊙	EXISTING FIRE HYDRANT
⊙	EXISTING WATER METER
⊙	EXISTING WASTEWATER MANHOLE

Kimley»Horn

10814 JOLLYVILLE ROAD AVALON IV SUITE 200
AUSTIN, TX 78759
PHONE: 512-418-1711 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
TBPE Firm No. 928



04/30/2022

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
069241808	04/30/2022	AS SHOWN	KM	KM	JR

EXISTING CONDITIONS
AND DEMOLITION PLAN

BELL YARD
SCHMIDT'S CREEK
CITY OF HUTTO
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
2 OF 7

Received 8/23/2022

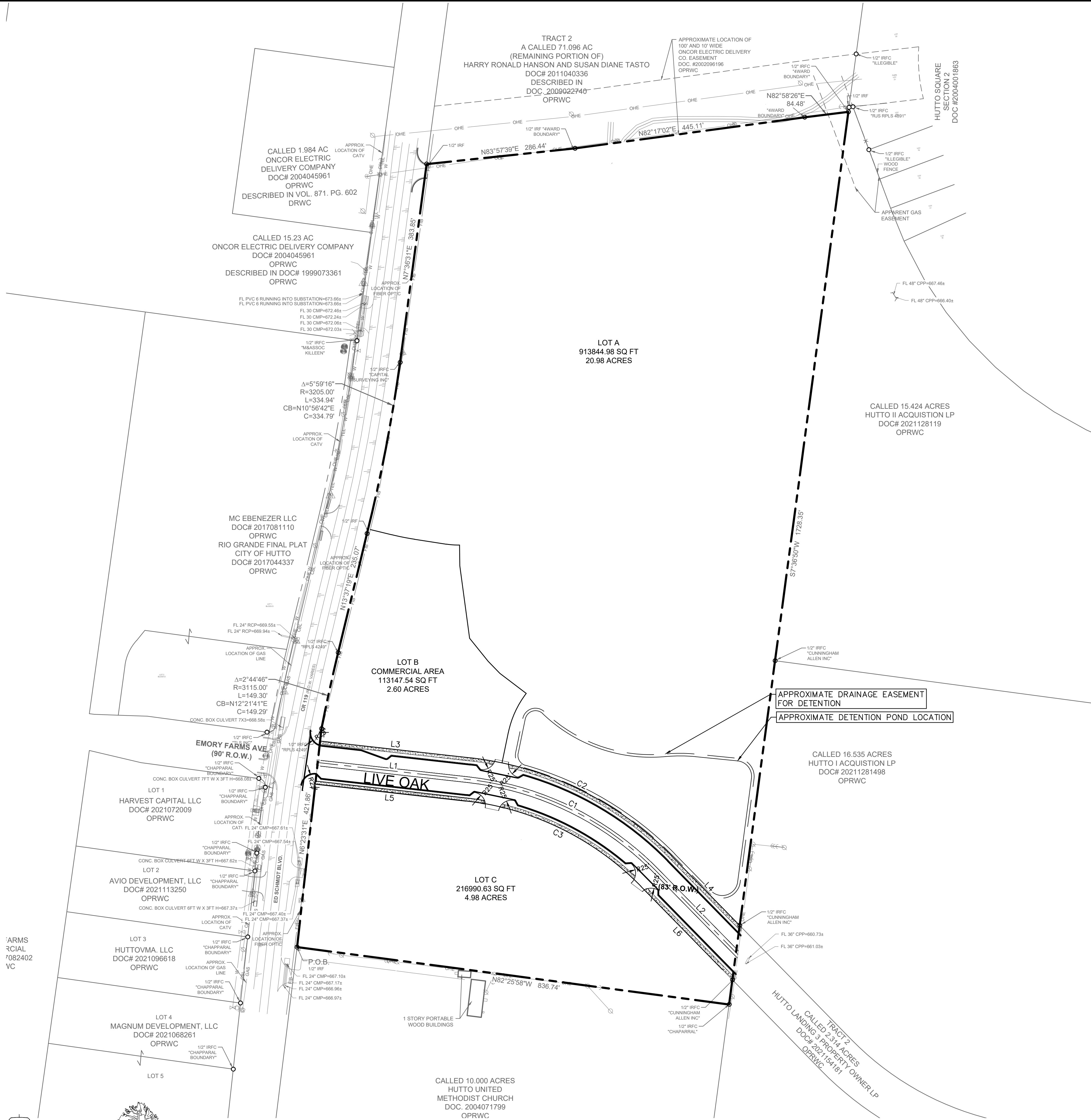
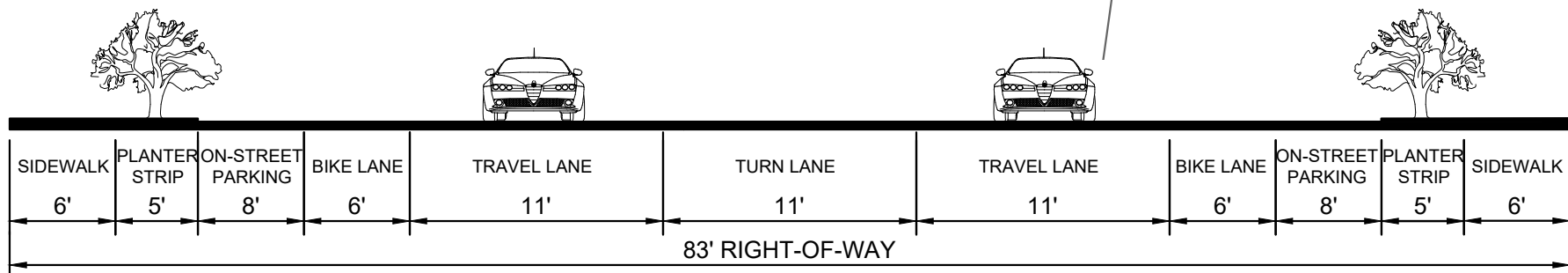


Plotted By: Peert, Heather Date: August 22, 2022 07:28:42pm File Path: K:\AUS Civil\069241812 - Aspen Heights - Schmidts Creek\06 Preliminary\PlanSheets\0 - Preliminary Plan.dwg
This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LINE TABLE		
LINE	LENGTH	BEARING
L1	291.03	S83°36'28.84"E
L2	223.42	S44°24'15.15"E
L3	291.03	S83°36'28.84"E
L4	185.84	S44°24'20.45"E
L5	291.03	S83°36'28.84"E
L6	223.42	S44°24'15.15"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	599.93'	410.49'	S64°00'22"E	402.53'	39°12'14"	213.65'
C2	641.43'	438.89'	S64°00'22"E	430.38'	39°12'14"	228.43'
C3	558.43'	382.10'	S64°00'22"E	374.69'	39°12'14"	198.87'

PROPOSED STREETS			
STREET NAME	ROW WIDTH	FOC WIDTH	LENGTH
LIVE OAK	83'	45'	925



LEGEND

- EXISTING PROPERTY BOUNDARY
- PROPOSED PROPERTY BOUNDARY
- PROPOSED LOT BOUNDARY
- PROPOSED SIDEWALK
- EXISTING 100-YEAR FLOODPLAIN
- PROPOSED 100-YEAR FLOODPLAIN
- PROPOSED EASEMENT
- OFFSITE EASMENT
- PROPOSED ROAD CENTERLINE
- EXISTING CONTOUR

BENCHMARKS

DATUM IS NAVD'88, USING GEOID 18 BASED ON GPS OBSERVATIONS.

BM #101156 MAG NAIL WITH WASHER STAMPED "JPH" SET IN CONC. DRAINAGE APRON ON WEST SIDE OF CR 119

- ELEV.=675.579'

BM #101157 MAG NAIL WITH WASHER STAMPED "JPH" SET IN CONC. DRAINAGE APRON ON WEST SIDE OF CR 119

- ELEV.=672.213'

**Know what's below.
Call before you dig.**

WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

Received 8/23/2022

10814 JOLLYVILLE ROAD AVALON IV SUITE 200
AUSTIN, TX 78759
PHONE: 512-418-7791 FAX: 512-418-7791
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
TBPE Firm No. 928

PRELIMINARY SITE PLAN

BELL YARD SCHMIDT'S CREEK
CITY OF HUTTO
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
3 OF 7

XXXX-PLAT

Plotted By: Peert, Heather Date: August 22, 2022 07:28:45pm File Path: K:\AUS Civil\069241812 - Aspen Heights - Schmidts Creek\Code\ Preliminary\PlanSheets\G - Existing Drainage Area Mapping

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Schmidt's Creek
Existing Drainage Calculations - SCS Method

DRAINAGE AREA	AREA (sf)	AREA (Ac.)	IMPERVIOUS COVER (Ac.)	IMPERVIOUS COVER %	PERVIOUS CURVE NO. Cn ¹	WEIGHTED CURVE NO. Cn ²	SHEET FLOW				SHALLOW CONCENTRATED FLOW				CHANNEL FLOW								TOTAL Tc ³ (min)						
							P-2yr24hr 4.06 IN				Grass Surface				Paved Surface				Channel Flow					Pipe Flow					
							N	L (ft)	S (ft/ft)	Tt(min)	L (ft)	V (fps)	S (ft/ft)	Tt(min)	L	V (fps)	S	Tt(min)	L (ft)	V (fps)	n	S (ft/ft)		Tt(min)	L (ft)	V (fps)	n	S (ft/ft)	Tt(min)
EX-1	1,321,610	30.34	0.09	0.28	80.00	80.05	0.15	100	0.012	10.67	1415	1.34	0.007	17.56	-	-	-	0.00	166	2.5	0.06	0.012	1.11	-	-	-	-	0.00	29.34
OS-1	885,139	20.32	0.05	0.22	80.00	80.04	0.15	100	0.016	9.51	1084	2.27	0.020	7.95	-	-	-	0.00	578	2.5	0.06	0.022	3.85	-	-	-	-	0.00	21.31
OS-2	660,370	15.16	0.05	0.30	80.00	80.05	0.15	100	0.016	9.51	1410	2.18	0.018	10.77	-	-	-	0.00	-	-	-	-	-	-	-	-	-	0.00	20.28
Design Point 1	2,875,396	66.01	0.08	0.13	80.00	80.02	0.15	100	0.016	9.51	1084	2.28	0.020	7.92	-	-	-	0.00	2286	2.5	0.06	0.009	15.24	-	-	-	-	0.00	32.67

Existing Condition:

¹The Curve Number (Cn) has been determined based on Table 2-2a of Technical Release 55. The cover type, hydrologic condition, and soil group determined for the proposed conditions are open space, fair condition (grass cover 50% to 75%), and Type D soil group with a Cn of 84

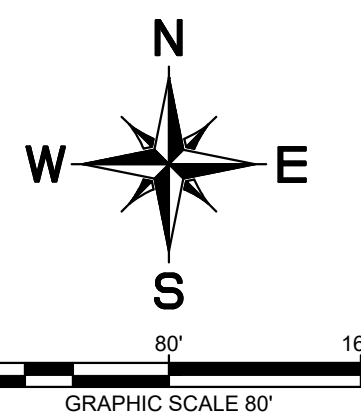
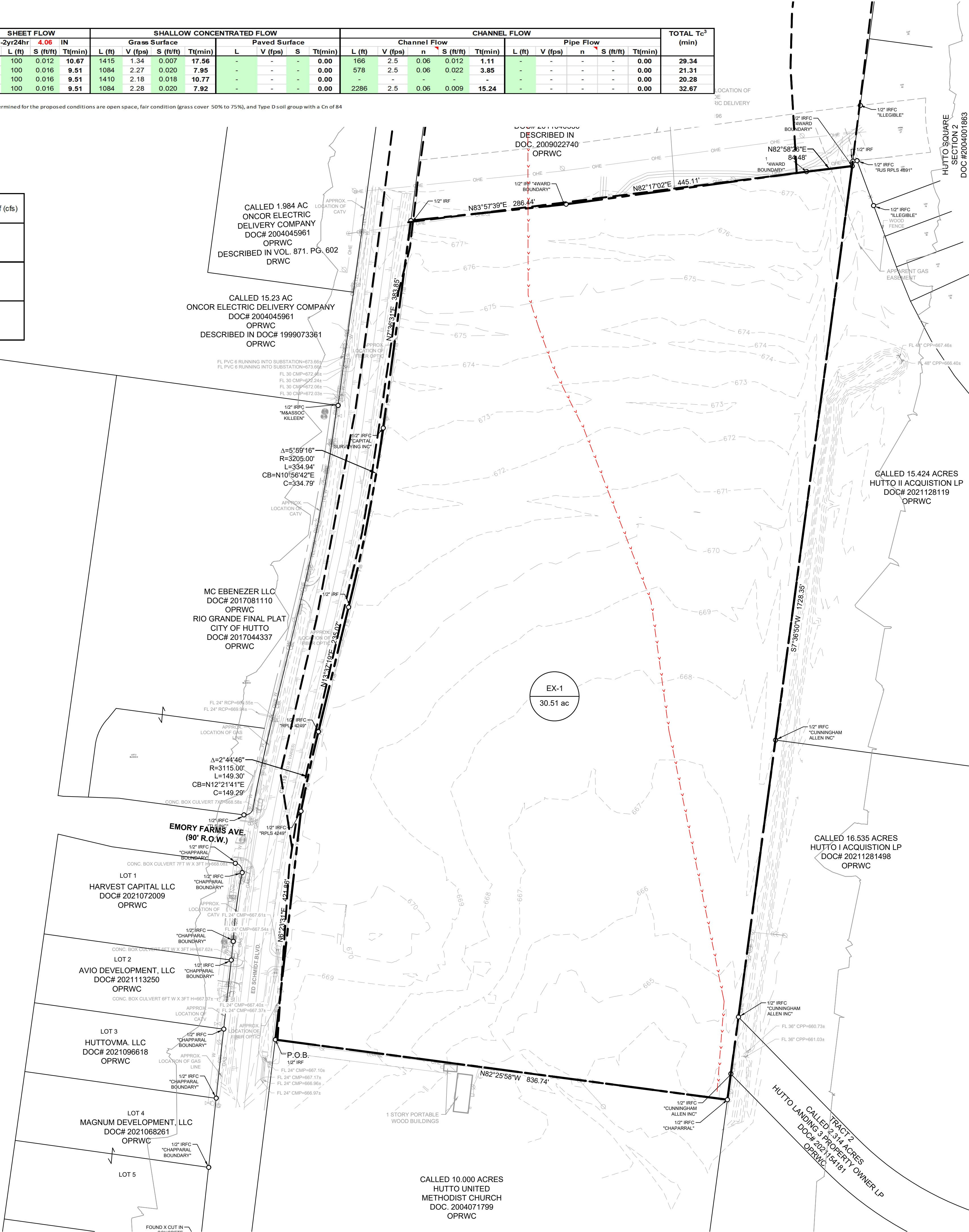
²Cn Values based on USDA TR-55 Manual

³The minimum Tc is 5 minutes per the City of Round Rock Drainage Specifications.

Schmidt's Creek
DETENTION RESULTS - SCS METHOD

EXISTING CONDITIONS

Point of Analysis	Total Drainage Area (Acres)	Total Impervious Cover Area (acres)	Impervious Area (%)	Storm Event	Existing Runoff (cfs)
EX-1	30.44	0.20	1%	2	43.17
				10	87.55
				25	110.27
				100	146.34
OS-1	20.3	0	0%	2	32.31
				10	65.37
				25	82.27
				100	109.24
OS-2	14.99	0.00	0%	2	23.86
				10	48.27
				25	60.75
				100	80.66



LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	PROPERTY LINE
	EXISTING STORM DRAIN LINE
	EXISTING DRAINAGE DIVIDE
	EXISTING STORM DRAIN INLET
	EXISTING STORM DRAIN MANHOLE
	EXISTING STORM DRAIN HEADWALL
	EXISTING FLOW DIRECTION
	EXISTING CONTOUR

BENCHMARKS

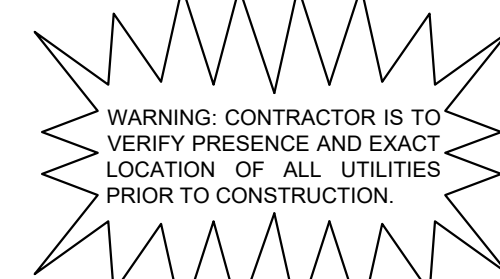
DATUM IS NAVD '88, USING GEOID 18 BASED ON GPS OBSERVATIONS.

BM #101156 MAG NAIL WITH WASHER STAMPED "JPH" SET IN CONC. DRAINAGE APRON ON WEST SIDE OF CR 119

- ELEV.=675.579'

BM #101157 MAG NAIL WITH WASHER STAMPED "JPH" SET IN CONC. DRAINAGE APRON ON WEST SIDE OF CR 119

- ELEV.=672.213'



Received 8/23/2022



Kimley»Horn

10814 JOLLYVILLE ROAD AVALON IV SUITE 200
AUSTIN, TX 78759
PHONE: 512-418-7711 FAX: 512-418-7791
WWW.KIMLEY-HORN.COM
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
TPE Firm No. 928

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn

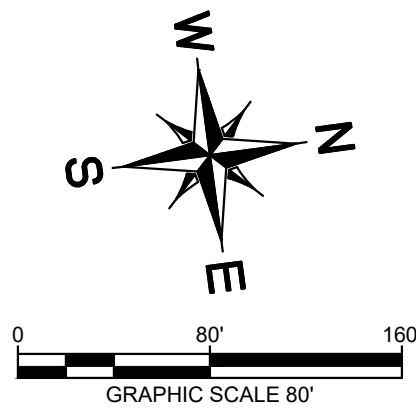
Engineer: JASON B. REECE
P.E. No. 127128 Date: / / 19

KHA PROJECT	DATE	SCALE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
069241808	04/30/2022	AS SHOWN	KM	KM	JR

EXISTING DRAINAGE
AREA MAP

BELL YARD
SCHMIDT'S CREEK
CITY OF HUTTO
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
4 OF 7



	PROPERTY LINE
	PROPOSED WASTEWATER LINE
	PROPOSED WATER LINE
	PROPOSED WASTEWATER MANHOLE
	PROPOSED WASTEWATER CLEANOUT
	WASTEWATER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	PROPOSED STORM DRAIN LINE
	PROPOSED STORM DRAIN INLET
	EXISTING OVERHEAD POWER LINE
	EXISTING WATER LINE
	EXISTING WASTEWATER LINE
	EXISTING STORM SEWER LINE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING WASTEWATER MANHOLE

Kimley»Horn

DATE	04/30/2022
SCALE:	AS SHOWN
DESIGNED BY:	KM
DRAWN BY:	KM

DATA IS NAVD '88, USING GEOID 18 BASED ON GPS OBSERVATIONS.

BM #101156 MAG NAIL WITH WASHER STAMPED
"JPH" SET IN CONC. DRAINAGE APRON ON WEST SIDE
OF CR 119

- ELEV.=675.579'

BM #101157 MAG NAIL WITH WASHER STAMPED
"JPH" SET IN CONC. DRAINAGE APRON ON WEST SIDE
OF CR 119

- ELEV.=672.213'



WARNING: CONTRACTOR IS TO
VERIFY PRESENCE AND EXACT
LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION.

(PLANNING AND ZONING COMMISSION CHAIR SIGNATURE) DATE



**BELL YARD
SCHMIDT'S CREEK**
CITY OF HUTTO
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
7 OF 7

XXXX-PLAT Page 123

Plotted By: Pearl, Heather Date: August 22, 2022 07:30:38pm
File Path: K:\AUS_Civil\069241812 - Aspen Heights - Schmidts Creek\Ord.PlanSheets\C - Storm Plan.dwg
This document, together with the concepts and design presented herein, is an instrument of service, and is intended only for the specific purpose and client for which it was prepared. Reuse or modification of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.