City of Hutto

Agenda

City Council Meeting

Thursday, October 1, 2026 at 7:00 PM

Council Chambers, City Hall – 500 W. Live Oak Street

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **CITY MANAGER COMMENTS**
6. **PUBLIC COMMENT**

   Please fill out required registration form before meeting. Public comment is limited to 3 minutes. City Council can not talk about any items not on the agenda per state law. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on October 1, 2026. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. **BOARDS AND COMMISSIONS**

   7.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, and Area Government appointments.

   7.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD, Fire Safety, CIP, DEIB).

8. **PRESENTATIONS AND RELATED ACTIONS**

   8.1. Presentation by DPFG, summarizing and providing a project update on the Limmer Square Public Improvement District (Christina Bishop)

   8.2. Presentation by City's Financial Advisor, Hilltop Securities, summarizing the Plan of Finance to issue the Limmer Square Public Improvement District Area No. 1 Special Assessment Revenue Bonds, Series 2026 (Christina Bishop)

   8.3. Consideration and possible action on Resolution No. R-2026-186 of the City Council of the City of Hutto, Texas determining costs and calling a public hearing to consider levying assessments on property located within the Limmer Square Public Improvement District Area #1; including a presentation of service and assessment plan for said area; directing the publication and mailing of notice of such public hearing; and take appropriate action. (Alberta Barrett)

   8.4. Capital Improvement Projects (CIP) Updates and Presentations (Kate Moriarty)

9. PUBLIC HEARINGS AND RELATED ACTIONS

9.1. Conduct the first of two public hearings to consider a resolution approving Amendment No. 2 to the Strategic Partnership Agreement with the Williamson County Municipal Utility District No. 22 with the City of Hutto and clarify the purposes of limited-purpose annexation of property previously annexed into the City under the agreement to include allowing the sale of all types of alcohol within the property annexed for limited purposes and providing for the collection of a mixed beverage sales tax. (Legal)

9.2. Conduct the first of two public hearings to consider a resolution approving Amendment No. 2 to the Strategic Partnership Agreement with the Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 with the City of Hutto and clarify the purposes of limited-purpose annexation of property previously annexed into the City under the agreement to include allowing the sale of all types of alcohol within the property annexed for limited purposes and providing for the collection of a mixed beverage sales tax. (Legal)

9.3. Conduct a public hearing and consider possible action on Ordinance No. O-2026-050, a request by Cliff Kendall of WGI, representative, on behalf of the City of Hutto Economic Development Corporation, owner, to rezone 140-acre parcel from LI to PUD, specifically enumerating that 'Data Center' will be an allowable use within the parcel's assigned base zoning of 'Light Industrial', and that the property will be permitted to operate on-premise power generation as accessory to any/all allowable uses on the property. (Howard Koontz)

9.4. Conduct a public hearing and consider possible action on Ordinance No. O-2026-051, an application by Amanda Brown, representative, on behalf of WCD Ed Schmidt LLC, owners, to amend the existing conditions of a PUD zoning for a 4.973-acre parcel of land (West Live Oak Retail). (Howard Koontz)

9.5. Conduct a public hearing and possible action on Ordinance No. O-2026-052 regarding the request from the Drenner Group, representatives, on behalf of Ventana Hills, LTD, owners, to alter the Hutto Future Land Use Map for 18.733 acres along CR119 from the designation 'Neighborhoods' to the 'Employment Center' category. (Howard Koontz)

9.6. Consideration and possible action on Resolution No. R-2026-187 approving the Municipal Services Agreement with Ventana Hills, Ltd., governing the provision of City services to be provided to a +/- 18.733 acre tract of land to be incorporated into the project known as Hutto Tech and Trade Center. (Howard Koontz)

9.7. Conduct a public hearing and possible action on Ordinance No. O-2026-053 approving the annexation of the Hutto Tech and Trade Center, located on 18.733 acres, described as being out of the James Neil Survey, Abstract No. 477, in Williamson County, Texas; located on the west side of CR119 a/k/a Ed Schmidt Boulevard, approximately 1,000-feet north of its intersection with Emory Crossing Boulevard, and to Establish the Base Zoning of SF-1 (Single Family) zoning district, as well as the annexation of the county road that abuts the annexation tract. (Howard Koontz)

9.8. Consideration and possible action on Resolution No. R-2026-188 approving an Amended and Restated Development Agreement by and between the City of Hutto and No-Count, LLC, for the development of a multi-building project consisting of primarily industrial uses and all related improvements known as the Hutto Tech and Trade Center - West. (Sara Cervantes)

9.9. Consideration and possible action on Resolution No. R-2026-189 approving an Annexation and Development Agreement by and between the City of Hutto and Ventana Hills, Ltd., for the development of a multi-building project consisting of primarily industrial uses and all related improvements known as the Hutto 69. (Sara Cervantes)

9.10. Conduct a public hearing and possible action on Ordinance No. O-2026-054, an application by the Drenner Group, representatives, on behalf of Ventana Hills, LTD, owners, to amend the zoning for an 18.733-acre parcel of land from SF-1 (one-family residence district) to LI (light industrial district) (Hutto Tech & Trade Center). (Howard Koontz)

9.11. Conduct a public hearing and possible action on Ordinance No. O-2026-055, a proposed amendment to the Hutto Mobility Master Plan, to revise the placement of a minor collector that links CR119 and the N/B 130 Tollway Frontage Road. (Howard Koontz)

9.12. Conduct a public hearing and consider possible action on Resolution No. R-2026-190 to consider the designation of an area in the Hutto Crossing Industrial Park, between Alliance Boulevard and Innovation Boulevard, as a tax abatement reinvestment zone. (Cheney Gamboa)

10. CONSENT AGENDA ITEMS

10.1. Consideration and possible action on Resolution No. R-2026-191 approving Individual Project Order #1 with Johnson, Mirmiran & Thompson, Inc. (JMT) for Pre-construction Owner's Representative Services for CIP Project F-02, Hutto Justice Center, in an amount not to exceed $162,500, and authorizing the City Manager to execute the Project Order and related documents. (Kate Moriarty)

10.2. Consideration and possible action on Resolution No. R-2026-192 approving change order #6 for the CIP project P02-2023, Fritz Park, between the City of Hutto and STR, Constructors in the amount of $34,749.25, and approving two required two-year maintenance bonds for the project. (Kate Moriarty)

10.3. Consideration and possible action on Resolution No. R-2026-193 approving a Master Services Agreement with WSB, LLC for Owner's Representative services and authorizing the City Manager to execute the agreement and individual project orders, additional services agreements, and change orders in amounts less than $50,000. (Kate Moriarty)

10.4. Consideration and possible action on Resolution No. R-2026-194 approving a Master Services Agreement with AG|CM, Inc., for Owner's Representative services and authorizing the City Manager to execute the agreement and individual project orders, additional services agreements, and change orders in amounts less than $50,000. (Kate Moriarty)

10.5. Consideration and possible action on Resolution No. R-2026-195 approving a Master Services Agreement with Johnson, Mirmiran and Thompson, Inc. (JMT), for Owner's Representative services and authorizing the City Manager to execute the agreement and individual project orders, additional services agreements, and change orders in amounts less than $50,000. (Kate Moriarty)

10.6. Consideration and possible action on Resolution No. R-2026-196 authorizing the City Manager to execute a license agreement between the City of Hutto and 420 US 79, Ltd. for ADA parking spaces within the Hutto Co-Op District (Kate Moriarty)

10.7. Consideration and possible action on Resolution No. R-2026-197 accepting the infrastructure improvements for private development known as Lidell Walker Phase 3. (Kate Moriarty)

10.8. Consideration and possible action on approval of Ordinance No. O-2026-056 regarding Annual Authorized Budgeted Expenditures. (Alberta Barrett)

10.9. Consideration and possible action on Resolution No. R-2026-198 approving a two-year agreement with Valley View Consulting to serve as the City's investment advisors for an amount not to exceed $150,000. (Alberta Barrett)

10.10. Consideration and possible action on Resolution No. R-2026-199 appointing two Councilmembers to the Capital Area Council of Governments General Assembly. (Laura Hallmark)

10.11. Consideration and possible action on approving the following City Council meeting minutes: September 17, 2026 Work Session and September 17, 2026 Regular Meeting. (Laura Hallmark)

11. ORDINANCES

11.1. Consideration and possible action directing staff to bring back an Ordinance adopting the Sign Code in the Code of Ordinances. (Legal)

12. RESOLUTIONS

12.1. Consideration and possible action to approve Resolution No. R-2026-200 to award a Depository Services contract to Wells Fargo Bank, N.A. and authorizing the City Manager to execute the contract and all necessary agreements. (Alberta Barrett)

13. OTHER BUSINESS

13.1. Consideration and possible action authorizing the City Manager to notify the Williamson County Emergency Services District # 3 (WCESD # 3) of the City's intent to provide Fire Services in newly annexed areas and including authorization for the City Manager to secure website services for the provision of Fire Services. (Legal)

13.2. Consideration and possible action relating to a request to the County Attorney for an Attorney General Opinion on the Use of Hotel Occupancy funds for improvements to the Brushy Creek Amphitheatre. (Legal, Jeff White)

14. EXECUTIVE SESSION

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 (Litigation/Consultation with Attorney), 551.072 (Deliberations regarding real property), 551.073 (Deliberations regarding gifts and donations), 551.074 (Deliberations regarding personnel matters) or 551.076 (Deliberations regarding deployment/implementation of security personnel or devices) and 551.087 (Deliberations regarding Economic Development negotiations).

14.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: (a) The Amended and Restated Development Agreement by and between the City of Hutto and No-Count, LLC; (b) The Annexation and Development Agreement by and between the City of Hutto and Ventana Hills, Ltd.; (c) Adam Orgain Restroom Project Defects (CIP P19-2024, IFB No. 2025-060-JW-02); (d) Damage by MH Underground, LLC, to the water main near Cedar Fork Road and FM 1660 and related matters.

14.2. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 551.087 (Economic Development Negotiations) related to pending economic development projects being considered by the Hutto Economic Development Corporation or the City of Hutto, including but not limited to: (a) Project Core; (b) Project Cottonwood Properties; (c) Project Orchard; (d) Project Maestro; (e) Projecty Blue Hub; (f) Project Sportsplex; (g) Project Precision; (h) Project Heartbeat; (i) Project Air; (j) Project 106 East St.; and (k) Project 107 East St.

15. ACTION RELATIVE TO EXECUTIVE SESSION

15.1. Consideration and possible action related to Executive Session agenda items, listed above.

15.2. Consideration and possible action on Resolution R-2026-201 to approve a Chapter 380 Incentive Agreement in support of the Historic Downtown Incentive Program for the commercial property located at 107 East Street.

16. CITY COUNCIL COMMENTS

Pursuant to Texas Government Code Sec. 551.0415, a member of the governing body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement.

16.1. General Comments from City Council

16.2. Future Agenda Items

17. ADJOURNMENT

18. CERTIFICATION

I certify that this notice of the October 1, 2026 Hutto City Council meeting was posted in accordance with the Texas Open Meetings Act on the City of Hutto website (huttotx.gov) and the City Hall bulletin board (500 W. Live Oak Street) on September 25, 2026 before 6:00 P.M.

Amanda Taylor

The City of Hutto is committed to complying with the Americans with Disabilities 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 CitySecretary@huttotx.gov or call (512) 759-4839 for assistance.

AGENDA ITEM REPORT
8.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-186 of the City Council of the City of Hutto, Texas determining costs and calling a public hearing to consider levying assessments on property located within the Limmer Square Public Improvement District Area #1; including a presentation of service and assessment plan for said area; directing the publication and mailing of notice of such public hearing; and take appropriate action. (Alberta Barrett)
Meeting:	Thursday, October 1, 2026
Department:	Finance /
Staff Contact:	

ITEM SUMMARY:

Prior Action:

- On June 6, 2025, City Council passed and approved Resolution No. R-2025-130 authorizing the establishment of the Limmer Square Public Improvement District

This Meeting:

- Received a presentation from the developer of the project, Ashton Gray, providing an update on the Public Improvement District
- Received a presentation from the City's financial advisor, Hilltop Securities, on the project's Plan of Finance
- Received a presentation from the City's PID administrator, P3 Works, on the draft Service and Assessment Plan

Future:

- On October 15, 2026, the City will receive a presentation on and consider approving the form and publication of the Preliminary Offering Memorandum for the Hutto Special Assessment Revenue Bonds, Series 2026 (Limmer Square Public Improvement District Improvement Area No. 1)
- On November 5th, 2026, Council will consider a public hearing on levying assessments for the costs of creating improvement to be provided in the Limmer Square Public Improvement District Improvement Area No. 1.

- On November 5th, 2026, Council will consider an Ordinance approving the levy of assessments for the costs of certain improvements to be provided in the Limmer Square Public Improvement District Improvement Area No.1 project; fixing a charge and lien against all properties within Improvement Area No. 1 of the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in improvement area No. 1 of the district; approving a service and assessment plan; providing a severability clause; and providing an effective date; and take appropriate action.
- On November 5th, 2026, Council will consider an Ordinance approving the issuance of the "Special Assessment Revenue Bonds, Series 2026 (Limmer Square District Improvement Area No. 1 Project)"; approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date; and take appropriate action
- On November 19th, 2026, Closing of Special Assessment Revenue Bonds, Series 2026 (Limmer Square Public Improvement District Improvement Area No. 1) and delivery of funds to the Trustee

STAFF RECOMMENDATION:

Staff recommends approval of the resolution as presented.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. Cost Determination Resolution 10-01-2026
2. 2026-09-21_HUT_Limmer Square_PSAP

RESOLUTION NO.__

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, DETERMINING COSTS OF THE PROPOSED PUBLIC IMPROVEMENTS IN THE LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT, APPROVING A PROPOSED ASSESSMENT ROLL FOR IMPROVEMENT AREA #1, AND MAKING RELATED FINDINGS AND DETERMINATIONS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Hutto, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district;

WHEREAS, Limmer Holdings, LLC, a Texas limited liability company, previously submitted and filed with the City Secretary of the City an amended and restated petition (the "Petition") requesting the establishment of a public improvement district;

WHEREAS, after providing all notices required by the Act and the Texas Government Code Chapter 551, the City Council on May 15, 2025 conducted a public hearing to consider comments for and against the creation of the District and the advisability of the proposed public improvements and, after closing the public hearing, passed and approved Resolution No. R-2025-130 (the "PID Creation Resolution") authorizing creation of the Limmer Square Public Improvement District on June 26, 2025 ("District");

WHEREAS, the City has reviewed the Preliminary Service and Assessment Plan (the "SAP") attached to this Resolution as **"Exhibit A"** and the Proposed Assessment Roll for Improvement Area #1 (as defined in the SAP) attached as **"Exhibit F-1"**to such SAP;

WHEREAS, in accordance with Section 372.016 of the Act, the City Council desires to make certain determinations and findings with regard to the total cost of the "Authorized Improvements" set forth in the Preliminary Service and Assessment Plan (the "SAP") attached to this Resolution as "**Exhibit A**";

WHEREAS, in accordance with Section 372.016 of the Act, the City Council also desires to approve the Proposed Assessment Roll for Improvement Area #1, which is included as **"Exhibit F-1"** to the SAP and cause the Proposed Assessment Roll to be filed with the City Secretary, and to direct the City Secretary to make the Proposed Assessment Roll available for public inspection and publish notice of the City Council's intention to consider the proposed assessments on Improvement Area #1 at a public hearing, all in accordance with the requirements of the Act.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

Section 2. The City Council hereby finds, declares, and directs:

(a) Determination of Cost. The cost determinations for the proposed Authorized Improvements in Improvement Area #1 set forth in the SAP are hereby approved.

(b) Proposed Assessment Roll. The Proposed Assessment Roll included in the SAP stating the assessment against each parcel of assessable land in Improvement Area #1 in the District as determined by the method of assessment set forth in said SAP is hereby approved, and the City Council declares that the Proposed Assessment Roll is hereby filed with the City Secretary. The City Council hereby directs the City Secretary to make the Proposed Assessment Roll available for public inspection and publish and mail notice (in substantially the form attached hereto as **"Exhibit B"**) of the City Council's intention to consider the proposed assessments on Improvement Area #1 at a public hearing, all in accordance with the requirements of the Act.

Section 3. The City Council hereby authorizes and directs the City Secretary to take the actions described in Section 2 of this Resolution and authorizes and directs staff to prepare the required resolutions, ordinances, agreements, service and assessment plan, assessment roll and other documents necessary for the City Council to effectuate the PID Creation Resolution and this Resolution.

Section 4. The City Council hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. This Resolution shall take effect immediately from and after its passage.

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EXHIBIT LIST:

Exhibit A – Preliminary Service and Assessment Plan (including the Proposed Assessment Roll)
Exhibit B – Notice of Public Hearing

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO on the 1st day of OCTOBER, 2026 on vote of ____ AYES; ____ NAYS; ____ ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

ATTEST:

By:_____
Laura Hallmark, City Secretary

EXHIBIT A

(Preliminary Service and Assessment Plan – including the Proposed Assessment Roll)

Exhibit B
NOTICE OF PUBLIC HEARING
TO CONSIDER PROPOSED ASSESSMENTS
TO BE LEVIED AGAINST PROPERTY LOCATED IN IMPROVEMENT AREA #1
OF THE LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT

Notice is hereby given that the City Council of the City of Hutto, Texas, will hold a public hearing in the Council Chambers at Hutto City Council Chambers, 500 West Live Oak Street, Hutto, Texas, 78634, on November 5, 2026, at 7:00 p.m. to consider proposed assessments to be levied against the assessable property located in Improvement Area #1 of the Limmer Square Public Improvement District (the "District") pursuant to the provisions of Chapter 372, Texas Local Government Code. Written and oral objections will be considered at the hearing.

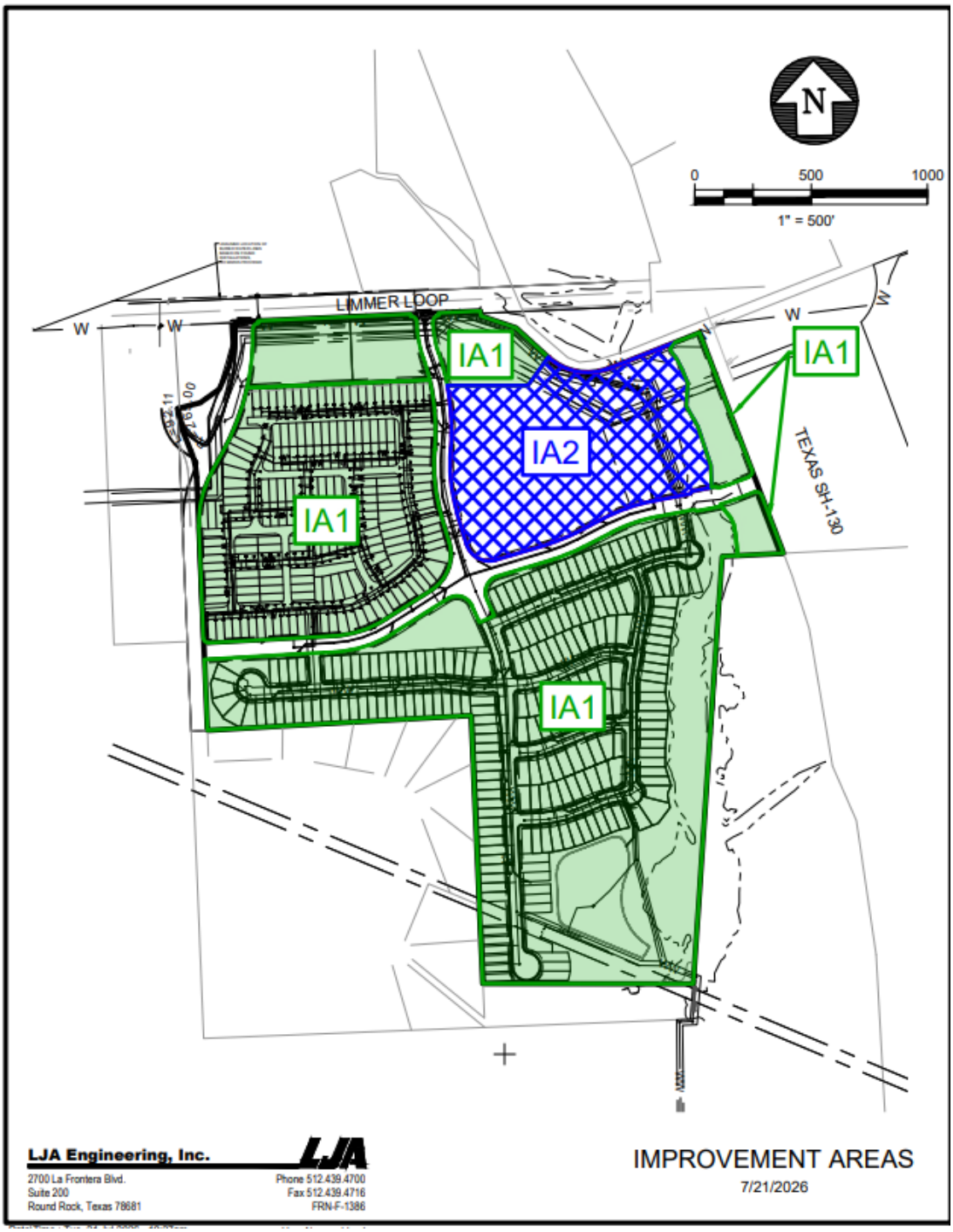
General Nature and Cost of Proposed Improvements: The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will generally include: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (the "Authorized Improvements").

Estimated Total Cost of Public Improvements: The total cost of the public improvements to be funded by the District is approximately $40,000,000, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the public improvements. The total cost of the Improvement Area #1 Improvements to be funded by the District is estimated to be approximately $32,000,000. The exact amount will be provided in the approved service and assessment plan.

District Boundaries: The District includes approximately 111 acres as depicted in Exhibit A (the "Property").

Materials: The field notes, a copy of the proposed service and assessment plan, and assessment roll are available for inspection at Hutto City Hall at 500 West Live Oak Street, Hutto, Texas, 78634.

Exhibit A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TEXAS SH-130
LJA Engineering, Inc.
2700 La Frontera Blvd.
Suite 200
Round Rock, Texas 78681
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386
IMPROVEMENT AREAS
7/21/2026

Limmer Square
Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

OCTOBER 1, 2026

AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section," an "Exhibit," or an "Appendix" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On June 26, 2025, the City Council passed and approved Resolution No. R-2025-130 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 111.825 acres located within the corporate limits of the City.

The PID Act requires a service plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel of Assessed Property determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1.**

SECTION I: DEFINITIONS

"2026 Assessment Ordinance" means Ordinance No. ___ approved and adopted by the City Council on _____, which levied the Improvement Area #1 Assessments against Improvement Area #1 Assessed Property, and approved this Service and Assessment Plan.

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs of constructing or acquiring such Authorized Improvements, paid or incurred by or on behalf of the Developer, (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, architectural, engineering, consulting, and other governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

"Additional Interest" means the amount collected by the application of the Additional Interest Rate.

"Additional Interest Rate" means the up to 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID

Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the PID Bonds.

"Annual Service Plan Update" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Apportionment of Costs" means an amount allocated by this Service and Assessment Plan to a Parcel within the District for Authorized Improvement costs, other than Non-Benefited Property and Non-Assessed Property, subject to a levy of Assessments by the City and also subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessed Property" means any Parcel within the District against which an Assessment is levied.

"Assessment" means an assessment levied against a Parcel of Assessed Property, other than Non-Benefitted Property to pay the costs of certain Authorized Improvements as specified herein, which Assessment is imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including in any Annual

Service Plan Update. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit F-1**.

"Authorized Improvements" means the costs and improvements authorized by Section 372.003 of the PID Act and described in **Sections III.A** and **III.B,** as further depicted on **Exhibits G-1** and **G-2.**

"Bond Issuance Costs" means the costs associated with issuing PID Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, initial trustee fee, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter's discount (including the fee to underwriter's counsel), fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

"City" means the City of Hutto, Texas.

"City Council" means the governing body of the City of Hutto.

"County" means Williamson County, Texas.

"Delinquent Collection Costs" mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Developer" means Limmer Holdings, LLC and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

"Development Agreement" means that Limmer Square Public Improvement District Development Agreement entered into and executed by the City and the Developer on April 25, 2025.

"District" means the Limmer Square Public Improvement District containing approximately 111.851 acres located within the corporate limits of the City, as more specifically described in **Exhibit J-1** and depicted on **Exhibit A-1**.

"District Formation Costs" means the costs associated with forming the District, including, but not limited to, attorney fees, engineering costs, and any other cost or expense incurred by the City or Developer directly associated with the establishment of the District.

"Engineer's Report" means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Exhibit L.**

"Estimated Buildout Value" means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E.**

"Future Improvement Area" means approximately 25.098 acres located within the District developed as an individual phase after Improvement Area #1, with such area(s) to be described in future Annual Service Plan Updates. The Future Improvement Area includes all property within the District except Improvement Area #1.

"Improvement Area #1" means approximately 86.753 acres located within the District, as more specifically described in **Exhibit J-2** and depicted on **Exhibit A-2**.

"Improvement Area #1 Annual Installment" means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to the Improvement Area #1 Assessments; and (4) Additional Interest, as shown on **Exhibit F-2**

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment" means an Assessment levied, by the adoption of the 2026 Assessment Ordinance, against a Parcel of Improvement Area #1 Assessed Property to pay for the Actual Costs of the Improvement Area #1 Authorized Improvements, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit F-1**.

"Improvement Area #1 Authorized Improvements" means collectively, (1) the Improvement Area #1 Projects; (2) the first year's Annual Collection Costs related to the Improvement Area #1 Bonds; and (3) Bond Issuance Costs allocable to Improvement Area #1 incurred in connection with the issuance of the Improvement Area #1 Bonds.

"Improvement Area #1 Bonds" means those certain "City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Limmer Square Public Improvement District Improvement Area #1)."

"Improvement Area #1 Bond Issuance Costs" means the Bond Issuance Costs associated with the Improvement Area #1 Bonds.

"Improvement Area #1 Improvements" means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and depicted on **Exhibit G-2.**

"Improvement Area #1 Initial Parcels" means all Initial Parcels of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment was levied by the adoption of the 2026 Assessment Ordinance, as shown on the Improvement Area #1 Assessment Roll.

"Improvement Area #1 Projects" means collectively, (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1; and (2) the Improvement Area #1 Improvements.

"Indenture" means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

"Initial Parcel" means all of the Assessed Property within the District against which the entire Assessment is levied, as shown on the Assessment Roll.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the plat or official public records of the County, a tract of land described by "lot" in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the plat or official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A "Lot" shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined at the time of levying the

applicable Assessment and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Owner/Developer, and confirmed by the City Council, as shown on **Exhibit E.**

"Lot Type 1" means a Lot Type within Improvement Area #1 generally marketed to homebuilders as a 40'. The buyer disclosure for Lot Type 1 is attached hereto as part of **Exhibit K.**

"Lot Type 2" means a Lot Type within Improvement Area #1 generally marketed to homebuilders as townhome. The buyer disclosure for Lot Type 2 is attached hereto as part of **Exhibit K.**

"Lot Type 3" means a Lot Type within Improvement Area #1 generally marketed as commercial. The buyer disclosure for Lot Type 3 is attached hereto as part of **Exhibit K.**

"Major Improvements" means the Authorized Improvements and associated soft costs that confer a special benefit on all Assessed Property within the District, as described more specifically in **Section III** and depicted on **Exhibit G-1**. Major Improvements are allocated pro rata based on Estimated Buildout Value between Improvement Area #1 and the Future Improvement Area as shown in **Exhibit B-2.**

"Maximum Assessment" means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section V.A**, or (2) for each Lot Type, the amount shown on **Exhibit E**.

"Non-Assessed Property" means Parcels within the boundaries of the District that accrue special benefit from the Authorized Improvements as determined by the City Council and are allocated a proportionate share of costs but are not assessed.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council. The Developer has agreed to pay for the portion of the Actual Costs of the Authorized Improvements that benefit the Non-Assessed Property in lieu of the City levying Assessments against such property.

"Notice of Assessment Termination" means a document that shall be recorded in the official public records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit H.**

"Parcel" or **"Parcels"** means a specific property within the District identified by either a tax parcel identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" means any bonds issued by the City in one or more series to finance the Authorized Improvements and secured in whole or in part by Assessments, including Annual Installments thereof.

"Prepayment" means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

"Prepayment Costs" means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

"Service and Assessment Plan" means this Limmer Square Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

"Service Plan" means the plan described in **Section IV** which covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

"Trustee" means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 111.825 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit J-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 204 townhome units, 214 Lots developed with single-family homes, 300 multifamily units and 87,500 square feet of commercial space.

Improvement Area #1 includes approximately 86.753 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit J-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 214 Lots developed with 40' single-family homes that are on Lots classified as Lot Type 1, 204 Lots developed with townhomes that are on Lots classified as Lot Type 2, and 87,500 square feet developed with commercial that are on Lots classified as Lot Type 3.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information in the Engineer's Report provided by the Developer and their engineer(s) and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards, regulations, requirements, and specifications and will be owned and operated by the City or by a third party pursuant to a qualified management contract, except as otherwise noted below. The budget for the Authorized Improvements is shown on **Exhibit B**. The allocation of the Major Improvements between Improvement Area #1 and the Future Improvement Area is shown on **Exhibit B-2.**

A. Major Improvements

- *Roadway*

  Collector roadway improvements including mobilization, grading, erosion control, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalks, striping, concrete, turn lanes, and signalization improvements for Rosalind and Oceanside Drives as well as Limmer Loop, Hayburn Ln, and TX 130 service road. These roadway improvements are further defined under the "*Limmer Square Overall Infrastructure – Water, Wastewater, Storm, and Street Improvements*" currently under review as CP-25-0031 in the City of Hutto. Roadway improvements will be owned by the City, maintained by the City and will benefit

the entirety of the Limmer Square development.

- *Drainage*

  Improvements include storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, detention pond improvements, and trench safety associated with drainage improvements for the systems within the Major Improvement Roadway Improvements defined above. Detention pond improvements and irrigation system will be maintained by the City. Drainage improvements will be owned by the City and will benefit all of the Limmer Square development.

- *Water*

  Improvements include trench excavation and embedment, trench safety, PVC piping, Ductile Iron piping, gate valves, fire hydrants, air release valves, service connections, testing and all other necessary appurtenances required to provide water service to each lot. Major Water improvements include a 24-inch waterline along Rosalind Avenue and a 12-inch waterline along Oceanside Drive. Water improvements will be owned and maintained by Jonah Water Special Utility District (S.U.D.), and will benefit all of the Limmer Square development.

- *Offsite Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, and Ductile Iron piping. Water improvements will be owned and maintained by Jonah Water Special Utility District (S.U.D.), and will benefit all of the Limmer Square development.

  The Limmer Square development will require a 16-inch water main to serve its projected demand; however, per Jonah Water S.U.D's request, the line will be upsized to a 30-inch diameter to accommodate other future developments in the region. Jonah Water S.U.D. will fund the additional cost associated with the upsizing of this water main.

- *Wastewater*

  Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, air release valves, cleanouts, service connections, testing and all other wastewater service to each lot. Major Wastewater improvements are located within Oceanside Drive and Rosalind Avenue. Wastewater improvements will be owned and maintained by the City and will benefit all of the Limmer Square development.

- *Offsite Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, and manholes. Wastewater improvements will be owned and maintained by the City and will benefit all of the Limmer Square development.

For the offsite wastewater system, pro-rata shares were determined based on the total Living Unit Equivalents (LUEs) available for each segment of pipe size and the total LUEs required for the Limmer Square development (848 LUEs). Based on the percentage of LUEs, the Pro Rata Share cost of improvements to the Limmer Square development is $2,280,323.63 out of the total project cost of $7,339,360.95. It has been negotiated that the City of Hutto will reimburse the Developer for the remaining balance between the total cost and the development's allocated share.

- *Soft Costs*

  Includes all design, permitting, plan production, and construction-phase costs for the reimbursable improvements listed above.

B. Improvement Area #1 Improvements

- *Roadway*

  Local roadway improvements including mobilization, grading, erosion control, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalks, striping, concrete, turn lanes, and signalization improvements for the local streets shown in "*Public Improvements Construction Plans for: Limmer Square Single Family*", currently under review at the City of Hutto as CP-26-0002. Roadway improvements will be owned and maintained by the City.

- *Drainage*

  Improvements include storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, and trench safety associated with drainage improvements. Drainage improvements will be owned and maintained by the City. The internal drainage improvements are limited to the storm infrastructure located in the above defined local streets.

- *Water*

  Improvements include trench excavation and embedment, trench safety, PVC piping, Ductile Iron piping, gate valves, fire hydrants, air release valves, service connections, testing and all other necessary appurtenances required to provide water service to each

lot. Internal Water improvements will be owned and maintained by Jonah Water Special Utility District (S.U.D).

- *Wastewater*

  Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, air release valves, cleanouts, service connections, testing and all other wastewater service to each lot. Wastewater improvements will be owned and maintained by the City.

- *Soft Costs*

  Includes all design, permitting, plan production and construction-phase costs for the reimbursable improvements listed above.

C. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

  Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds, including the fee of counsel to the underwriter.

- *Cost of Issuance*

  Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

D. Other Costs

- *Deposit to Administrative Fund*

  Equals the amount necessary to fund the first year's Annual Collection Costs for a

particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for Improvement Area #1. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Exhibit K.**

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and

governmental powers and is conclusive and binding on the Developer, and all future owners and developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Developer and their engineer(s) and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Improvements shall be allocated as follows:

- The costs of the reimbursable Major Improvements shall be allocated pro rata between the Improvement Area #1 Assessed Property and the Future Improvement Area based upon Estimated Buildout Value as shown on **Exhibit B-2.** Improvement Area #1 is allocated 73.24% of the Major Improvements costs and the Future Improvement Area is allocated 26.76% of the Major Improvements costs.

- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.

- By the adoption of the 2026 Assessment Ordinance, the costs of the reimbursable Improvement Area #1 Authorized Improvements are allocated to each Parcel of Assessed Property within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. The Improvement Area #1 Initial Parcels are the only Parcels within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcels are allocated 100% of the Improvement Area #1 Authorized Improvements.

B. Assessments

By the adoption of the 2026 Assessment Ordinance, the Improvement Area #1 Assessment levied on the Improvement Area #1 Initial Parcels are in the amount shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**. Upon division or subdivision of the Improvement Area #1 Initial Parcels, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1, Lot Type 2, or Lot Type 3, respectively, exceed the corresponding Maximum Assessment for each Lot Type classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Developer and their engineer(s) and reviewed by the City staff and by third-party consultants retained by the City, the City Council has found and determined the following:

- *Improvement Area #1*
    - The costs of the Improvement Area #1 Authorized Improvements equal $31,719,281 as shown on **Exhibit B**;
    - The Improvement Area #1 Assessed Property receives special benefit from the Authorized Improvements allocated to Improvement Area #1 Assessed Property equal to or greater than the Actual Cost of the Authorized Improvements allocated to the Improvement Area #1 Assessed Property;
    - By the adoption of the 2026 Assessment Ordinance, the Improvement Area #1 Assessed Property is allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Authorized Improvements, which equals $19,982,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**;
    - The special benefit ($31,719,281) received by the Improvement Area #1 Assessed Property from the Authorized Improvements allocated to the Improvement Area #1 Assessed Property is equal to or greater than the amount of the Improvement Area #1 Assessment ($19,982,000) levied on the Improvement Area #1 Assessed Property for the Authorized Improvements allocated to the Improvement Area #1 Assessed Property; and
    - At the time the City Council adopted the 2026 Assessment Ordinance, the Developer owned 100% of the Improvement Area #1 Assessed Property. In a landowner consent certificate executed by the Developer and filed in the records of the City, the Developer acknowledged that the Authorized Improvements allocated to the Improvement Area #1 Assessed Property confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2026 Assessment Ordinance; (2) the Service and Assessment Plan and the 2026 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the respective Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Developer, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant

information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, and Lot Type 3 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type
D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property
E= the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, and Lot Type 3 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit H.**

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the

obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement the Actual Costs of any Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds that are not expected to be used for the purposes of the project fund as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments, and **Exhibit F-2** shows the estimated Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property, as shown by the Williamson Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #1 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2028.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment and Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain

proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the $100 Assessment (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to $90 and the Annual Installments will be adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall

be final and binding on the owners of Assessed Property and developers and their successors and assigns. Certain tables in this Service and Assessment Plan have been rounded to the nearest whole dollar.

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit K.** Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit B	Project Costs
Exhibit B-2	Apportionment of Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Maps of Major Improvements
Exhibit G-2	Maps of Improvement Area #1 Improvements
Exhibit H	Form of Notice of Assessment Termination
Exhibit I	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit J-1	District Legal Description
Exhibit J-2	Improvement Area #1 Legal Description
Exhibit K	Buyer Disclosures
Exhibit L	Engineer's Report

EXHIBIT A-1 – MAP OF THE DISTRICT

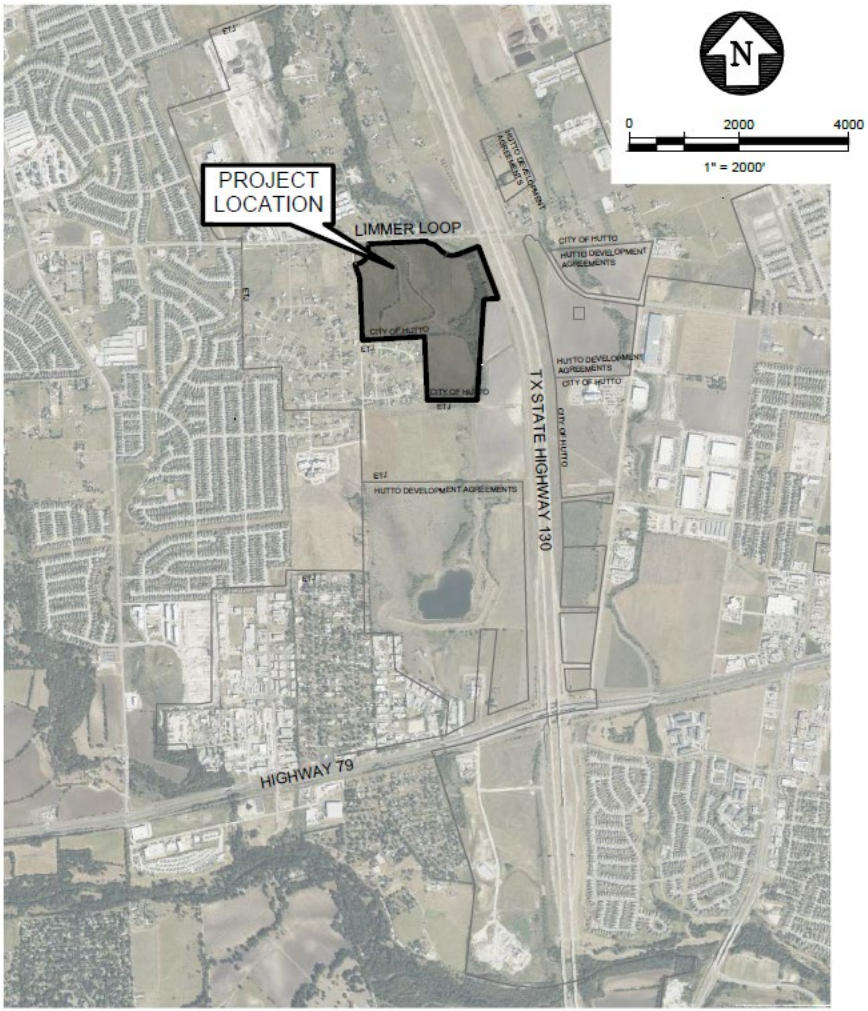


EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

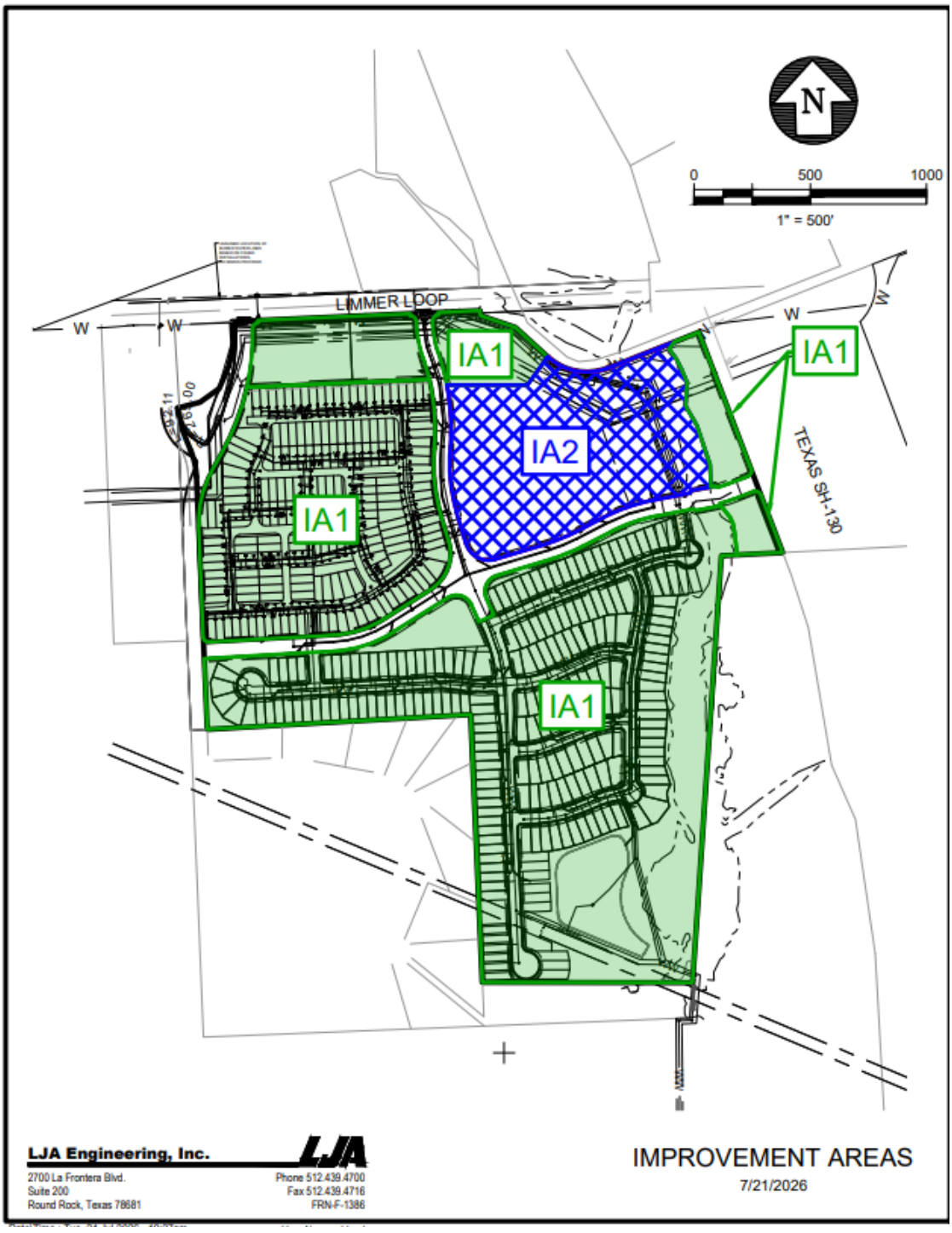


EXHIBIT B – PROJECT COSTS

	Total Costs[a]	Improvement Area #1 %	Improvement Area #1 Cost	Future Improvement Area %	Future Improvement Area Cost
Major Improvements [b]					
Roadway	$ 4,710,209	73.24%	$ 3,449,574	26.76%	$ 1,260,635
Drainage	3,034,100	73.24%	2,222,057	26.76%	812,043
Water	1,965,881	73.24%	1,439,735	26.76%	526,146
Offsite Water	4,474,155	73.24%	3,276,697	26.76%	1,197,458
Wastewater	482,311	73.24%	353,226	26.76%	129,085
Offsite Wastewater	2,280,324	73.24%	1,670,021	26.76%	610,303
Soft Costs[c]	1,528,875	73.24%	1,119,689	26.76%	409,186
	$ 18,475,856		$ 13,530,998		$ 4,944,858
Improvement Area #1 Improvements					
Roadway	$ 5,242,699	100.00%	$ 5,242,699	0.00%	$ -
Drainage	2,337,427	100.00%	2,337,427	0.00%	-
Water	2,705,152	100.00%	2,705,152	0.00%	-
Wastewater	1,241,220	100.00%	1,241,220	0.00%	-
Soft Costs[c]	1,728,975	100.00%	1,728,975	0.00%	-
	$ 13,255,473		$ 13,255,473		$ -
Bond Issuance Costs [d]					
Debt Service Reserve Fund	$ 1,627,340		$ 1,627,340		$ -
Capitalized Interest	1,353,420		1,353,420		-
Underwriter Discount[e]	637,350		637,350		-
Cost of Issuance	1,274,700		1,274,700		-
	$ 4,892,810		$ 4,892,810		$ -
Other Costs [d]					
Deposit to Administrative Fund	$ 40,000		$ 40,000		$ -
	$ 40,000		$ 40,000		$ -
Total	**$ 36,664,139**		**$ 31,719,281**		**$ 4,944,858**

Footnotes:

[a] Per Engineer's Report dated 07/22/2026.

[b] The Major Improvements are allocated pro rata between Improvement Areas based on the ratio of Estimated Buildout Value of each area to the Estimated Buildout Value of the District as shown in **Exhibit B-2**.

[c] Soft costs include engineering, staking, surveying, and District Formation Costs.

[d] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[e] Includes the fee of counsel to the Underwriter.

EXHIBIT B-2 – APPORTIONMENT OF COSTS

Improvement Area	Units/SF	Estimated Buildout Value	Major Improvements[a]	
			%	Costs
Improvement Area #1 - Single Family	418	$ 150,630,000.00		
Improvement Area #1 - Commercial	87500	$ 35,000,000.00		
Improvement Area #1 Total	**87918**	**$ 185,630,000.00**	73.24%	$ 13,530,997.88
Future Improvement Area	300	$ 67,837,860.00	26.76%	$ 4,944,857.73
Total		**$ 253,467,860.00**		**$ 18,475,855.61**

Footnotes:

[a] The costs of the Major Improvements apportioned pro rata based on Estimated Buildout Value between Improvement Area #1 and the Future Improvement Area.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Improvement Area #1 Senior Lien Bonds						
Principal		$ -	$ 181,000.00	$ 194,000.00	$ 207,000.00	$ 222,000.00
Interest		929,684.28	1,186,831.00	1,174,432.50	1,161,143.50	1,146,964.00
Capitalized Interest		(929,684.28)	-	-	-	-
Additional Interest		-	86,630.00	85,725.00	84,755.00	83,720.00
	(1)	$ -	$ 1,454,461.00	$ 1,454,157.50	$ 1,452,898.50	$ 1,452,684.00
Improvement Area #1 Junior Lien Bonds						
Principal		$ -	$ 22,000.00	$ 24,000.00	$ 26,000.00	$ 28,000.00
Interest		163,321.87	208,496.00	206,769.00	204,885.00	202,844.00
Capitalized Interest		(163,321.87)	-	-	-	-
Additional Interest		-	13,280.00	13,170.00	13,050.00	12,920.00
	(2)	$ -	$ 243,776.00	$ 243,939.00	$ 243,935.00	$ 243,764.00
Annual Collection Costs	(3)	$ -	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29
Total Annual Installment Due	**(4) = (1) + (2) + (3)**	**$ -**	**$ 1,739,037.00**	**$ 1,739,712.50**	**$ 1,739,281.82**	**$ 1,739,745.29**

EXHIBIT D – SOURCES AND USES OF FUNDS

	Improvement Area #1	Total
Sources of Funds		
Improvement Area #1 Senior Bond Par	$ 17,326,000	$ 17,326,000
Improvement Area #1 Junior Bond Par	2,656,000	2,656,000
Developer Contribution[a]	11,737,281	11,737,281
Total Sources of Funds	**$ 31,719,281**	**$ 31,719,281**
Uses of Funds		
Major Improvements	$ 13,530,998	$ 13,530,998
Improvement Area #1 Improvements	13,255,473	13,255,473
	$ 26,786,471	$ 26,786,471
Bond Issuance Costs [b]		
Debt Service Reserve Fund	$ 1,627,340	$ 1,627,340
Capitalized Interest	1,353,420	1,353,420
Underwriter Discount[c]	637,350	637,350
Cost of Issuance	1,274,700	1,274,700
	$ 4,892,810	$ 4,892,810
Other Costs [b]		
Deposit to Administrative Fund	$ 40,000	$ 40,000
	$ 40,000	$ 40,000
Total Uses of Funds	**$ 31,719,281**	**$ 31,719,281**

Footnotes:

[a] Not reimbursable to the Developer through Assessments or the issuance of PID Bonds.

[b] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[c] Includes the fee of counsel to the Underwriter.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units/SF[a]	Estimated Buildout Value[a]		Assessment[b]		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1	214	$ 375,000	$ 80,250,000	$ 40,366.59	$ 8,638,450	$ 3,513.63	$ 751,916	$ 0.9370
Lot Type 2	204	345,000	70,380,000	37,137.26	7,576,002	3,232.54	659,438	0.9370
Lot Type 3	87500	400	35,000,000	43.06	3,767,548	3.75	327,939	0.9370
Improvement Area #1 Total:	**87918**		**185,630,000**		**19,982,000**		**1,739,293**	**$ 0.9370**

Footnotes:

[a] As provided in the Developer model dated 06/24/2026.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R020731	Improvement Area #1 Initial Parcel	$ 19,803,351.62	$ -
R020732	Improvement Area #1 Initial Parcel	$ 178,648.38	$ -
Total		**$ 19,982,000.00**	**$ -**

Footnotes:

[a] The Assessment and Annual Installment have initially been allocated between all Property IDs within Improvement Area #1 pro rata based on acreage as reported by Williamson Central Appraisal District. Future allocation of the Assessment will be done in accordance with Section VI of this Service and Assessment Plan.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

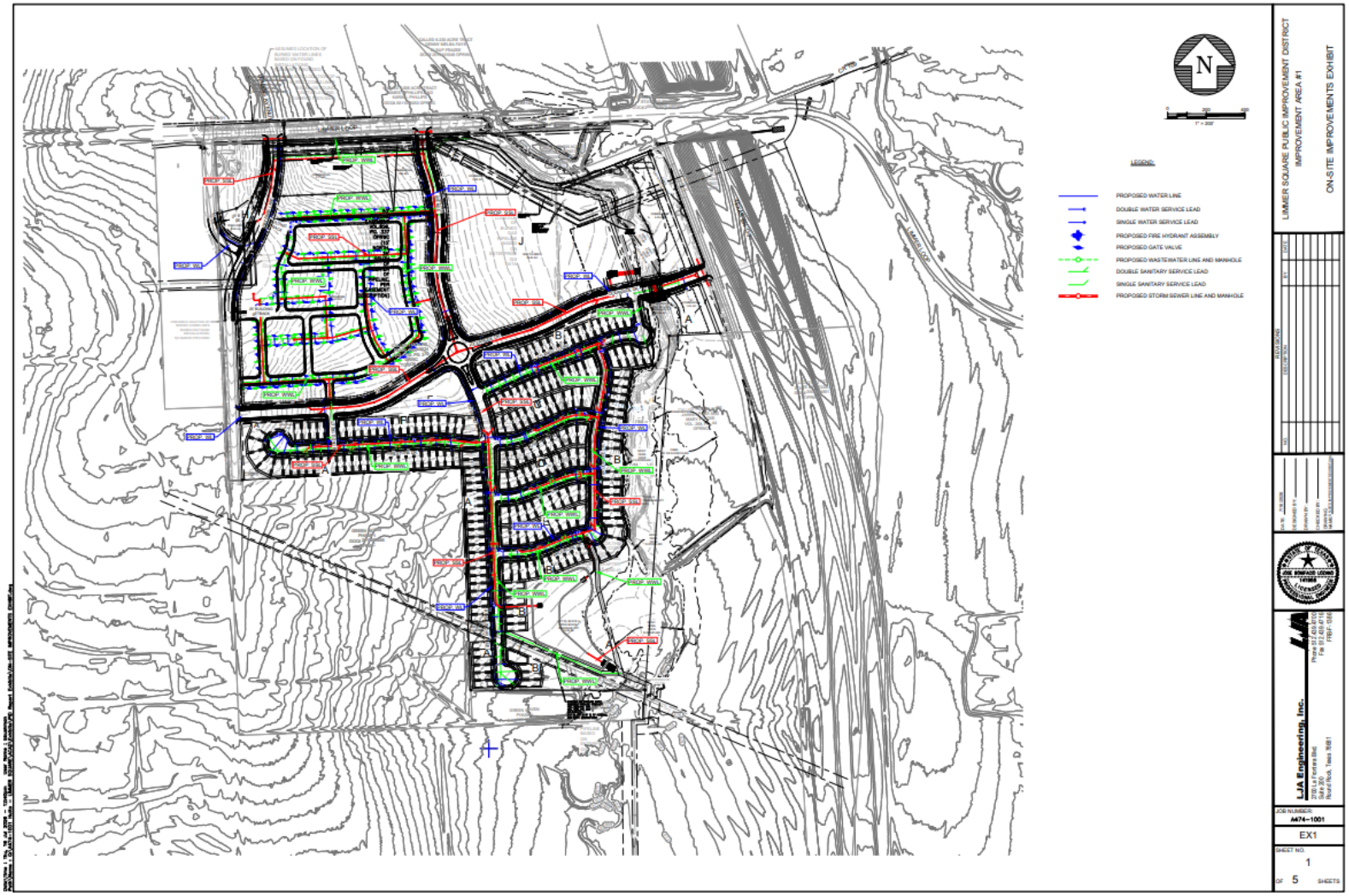
	Improvement Area #1 Senior Lien Bonds					Improvement Area #1 Junior Lien Bonds						
Annual Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Reserve Fund	Additional Interest	Principal	Interest[a]	Capitalized Interest	Reserve Fund	Additional Interest	Annual Collection Costs	Total Annual Installment [b]
2027	-	929,684.28	(929,684.28)	-	-	-	163,321.87	(163,321.87)	-	-	-	-
2028	181,000.00	1,186,831.00	-	-	86,630.00	22,000.00	208,496.00	-	-	13,280.00	40,800.00	1,739,037.00
2029	194,000.00	1,174,432.50	-	-	85,725.00	24,000.00	206,769.00	-	-	13,170.00	41,616.00	1,739,712.50
2030	207,000.00	1,161,143.50	-	-	84,755.00	26,000.00	204,885.00	-	-	13,050.00	42,448.32	1,739,281.82
2031	222,000.00	1,146,964.00	-	-	83,720.00	28,000.00	202,844.00	-	-	12,920.00	43,297.29	1,739,745.29
2032	237,000.00	1,131,757.00	-	-	82,610.00	30,000.00	200,646.00	-	-	12,780.00	44,163.23	1,738,956.23
2033	254,000.00	1,115,522.50	-	-	81,425.00	33,000.00	198,291.00	-	-	12,630.00	45,046.50	1,739,915.00
2034	271,000.00	1,098,123.50	-	-	80,155.00	36,000.00	195,700.50	-	-	12,465.00	45,947.43	1,739,391.43
2035	290,000.00	1,079,560.00	-	-	78,800.00	39,000.00	192,874.50	-	-	12,285.00	46,866.38	1,739,385.88
2036	311,000.00	1,059,695.00	-	-	77,350.00	42,000.00	189,813.00	-	-	12,090.00	47,803.70	1,739,751.70
2037	333,000.00	1,038,391.50	-	-	75,795.00	45,000.00	186,516.00	-	-	11,880.00	48,759.78	1,739,342.28
2038	356,000.00	1,015,581.00	-	-	74,130.00	49,000.00	182,983.50	-	-	11,655.00	49,734.97	1,739,084.47
2039	381,000.00	991,195.00	-	-	72,350.00	53,000.00	179,137.00	-	-	11,410.00	50,729.67	1,738,821.67
2040	408,000.00	965,096.50	-	-	70,445.00	57,000.00	174,976.50	-	-	11,145.00	51,744.27	1,738,407.27
2041	437,000.00	937,148.50	-	-	68,405.00	62,000.00	170,502.00	-	-	10,860.00	52,779.15	1,738,694.65
2042	468,000.00	907,214.00	-	-	66,220.00	68,000.00	165,635.00	-	-	10,550.00	53,834.73	1,739,453.73
2043	502,000.00	875,156.00	-	-	63,880.00	73,000.00	160,297.00	-	-	10,210.00	54,911.43	1,739,454.43
2044	537,000.00	840,769.00	-	-	61,370.00	79,000.00	154,566.50	-	-	9,845.00	56,009.66	1,738,560.16
2045	576,000.00	803,984.50	-	-	58,685.00	86,000.00	148,365.00	-	-	9,450.00	57,129.85	1,739,614.35
2046	617,000.00	764,528.50	-	-	55,805.00	93,000.00	141,614.00	-	-	9,020.00	58,272.45	1,739,239.95
2047	661,000.00	722,264.00	-	-	52,720.00	101,000.00	134,313.50	-	-	8,555.00	59,437.90	1,739,290.40
2048	709,000.00	676,985.50	-	-	49,415.00	109,000.00	126,385.00	-	-	8,050.00	60,626.65	1,739,462.15
2049	759,000.00	628,419.00	-	-	45,870.00	118,000.00	117,828.50	-	-	7,505.00	61,839.19	1,738,461.69
2050	814,000.00	576,427.50	-	-	42,075.00	128,000.00	108,565.50	-	-	6,915.00	63,075.97	1,739,058.97
2051	873,000.00	520,668.50	-	-	38,005.00	139,000.00	98,517.50	-	-	6,275.00	64,337.49	1,739,803.49
2052	935,000.00	460,868.00	-	-	33,640.00	151,000.00	87,606.00	-	-	5,580.00	65,624.24	1,739,318.24
2053	1,003,000.00	396,820.50	-	-	28,965.00	163,000.00	75,752.50	-	-	4,825.00	66,936.72	1,739,299.72
2054	1,075,000.00	328,115.00	-	-	23,950.00	177,000.00	62,957.00	-	-	4,010.00	68,275.46	1,739,307.46
2055	1,153,000.00	254,477.50	-	-	18,575.00	192,000.00	49,062.50	-	-	3,125.00	69,640.97	1,739,880.97
2056	1,236,000.00	175,497.00	-	-	12,810.00	208,000.00	33,990.50	-	-	2,165.00	71,033.79	1,739,496.29
2057	1,326,000.00	90,831.00	-	(1,376,723.92)	6,630.00	225,000.00	17,662.50	-	(233,791.26)	1,125.00	72,454.46	129,187.78
Total	**$ 17,326,000.00**	**$ 25,054,151.28**	**$ (929,684.28)**	**$ (1,376,723.92)**	**$ 1,760,910.00**	**$ 2,656,000.00**	**$ 4,540,874.37**	**$ (163,321.87)**	**$ (233,791.26)**	**$ 278,825.00**	**$ 1,655,177.63**	**$ 50,568,416.95**

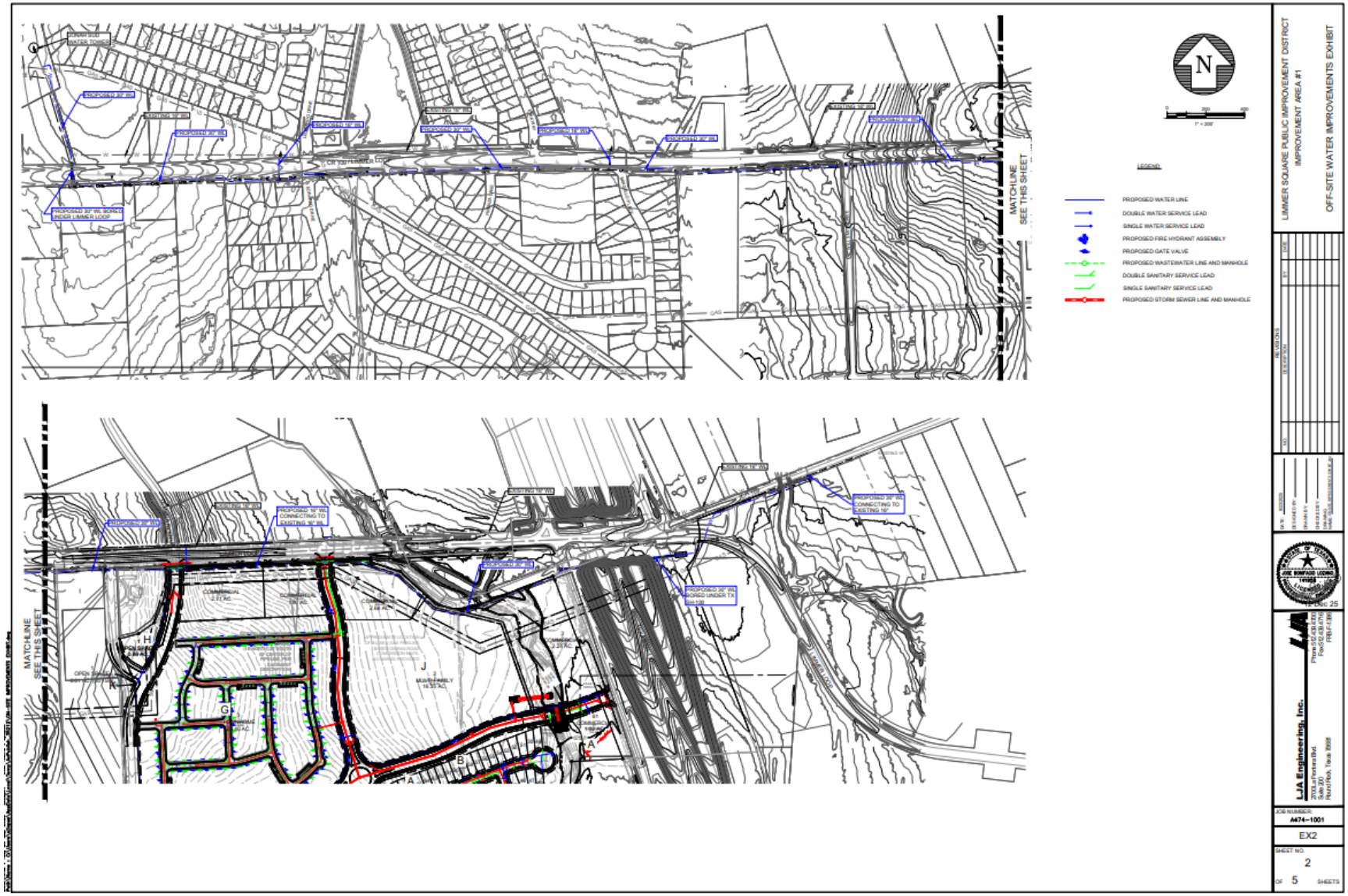
Footnote:

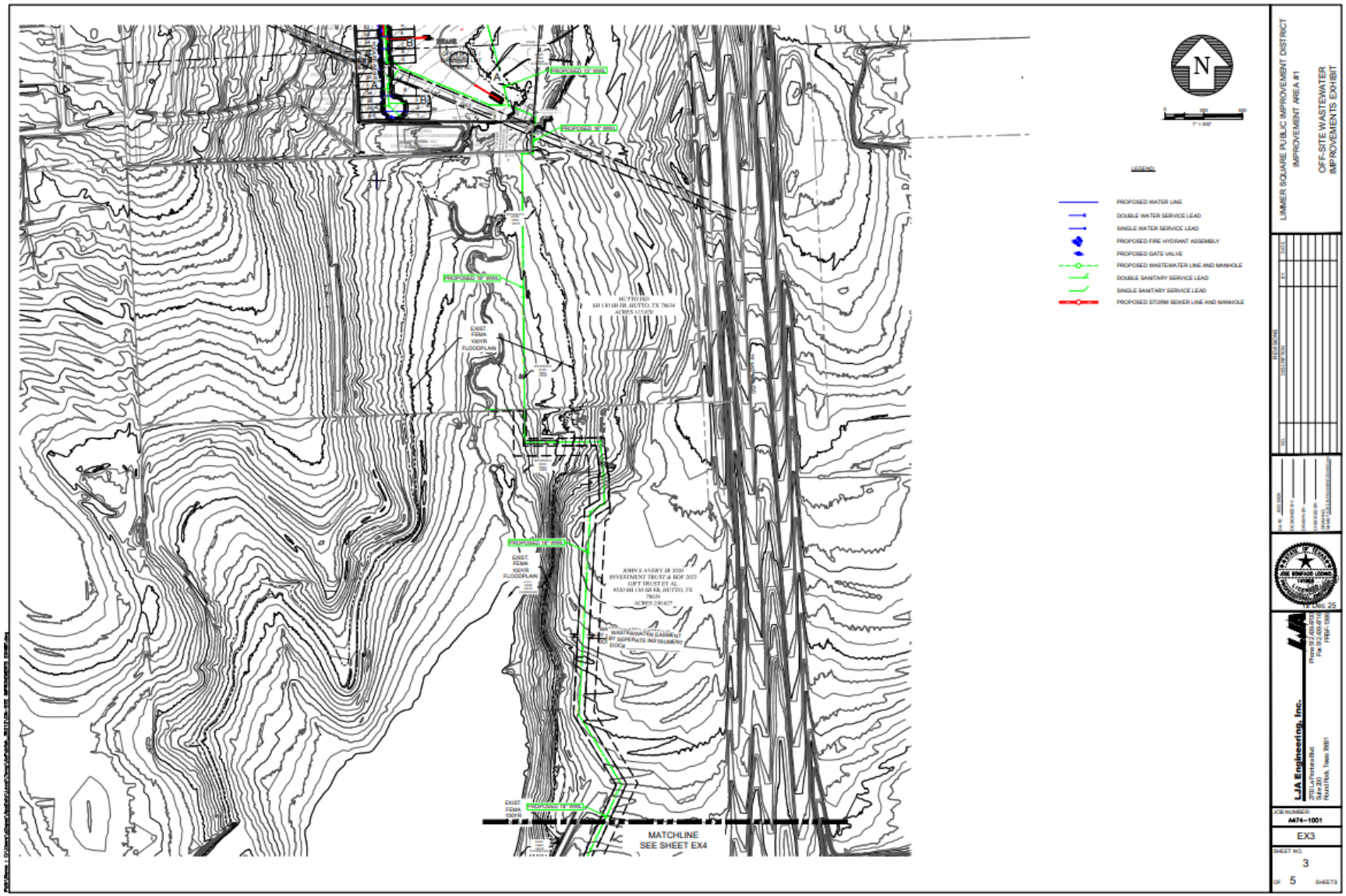
[a] Interest is calculated at a 6.850% rate for the Senior Lien Bonds and at a 7.850% rate for the Junior Lien Bonds for illustrative purposes.

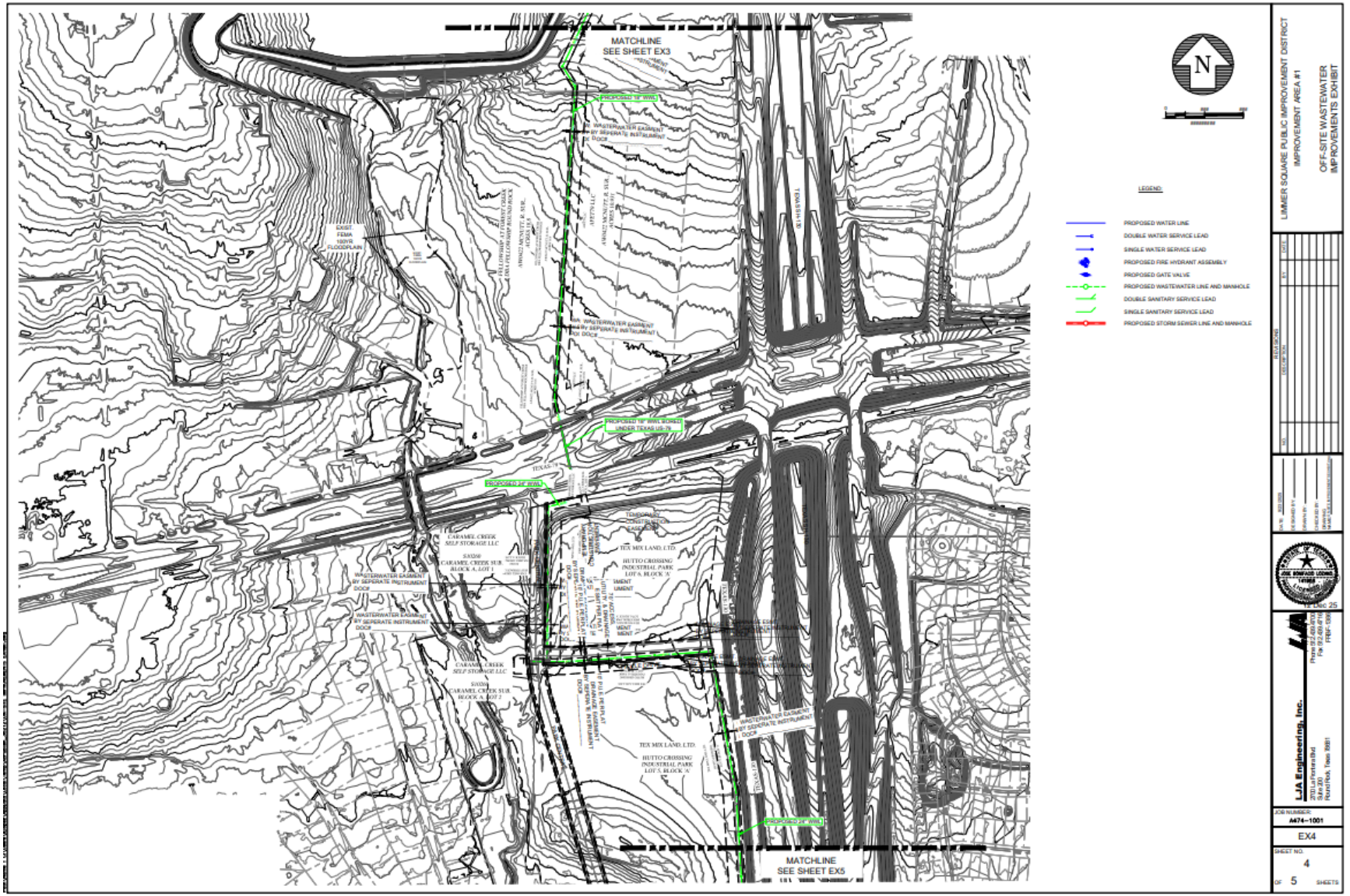
[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – MAPS OF MAJOR IMPROVEMENTS




MATCHLINE SEE THIS SHEET
MATCHLINE SEE THIS SHEET
LEGEND
PROPOSED WATER LINE
DOUBLE WATER SERVICE LEAD
SINGLE WATER SERVICE LEAD
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED GATE VALVE
PROPOSED WASTEWATER LINE AND MANHOLE
DOUBLE SANITARY SERVICE LEAD
SINGLE SANITARY SERVICE LEAD
PROPOSED STORM SEWER LINE AND MANHOLE
LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1
OFF-SITE WATER IMPROVEMENTS EXHIBIT
LJA Engineering, Inc.
JOB NUMBER: A474-1001
EX2
SHEET NO. 2
OF 5 SHEETS


LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1
OFF-SITE WASTEWATER IMPROVEMENTS EXHIBIT
LEGEND
PROPOSED WATER LINE
DOUBLE WATER SERVICE LEAD
SINGLE WATER SERVICE LEAD
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED GATE VALVE
PROPOSED WASTEWATER LINE AND MANHOLE
DOUBLE SANITARY SERVICE LEAD
SINGLE SANITARY SERVICE LEAD
PROPOSED STORM SEWER LINE AND MANHOLE
MATCHLINE
SEE SHEET EX4
LJA Engineering, Inc.
JOB NUMBER
M474-1001
EX3
SHEET NO.
3
OF 5 SHEETS


MATCHLINE
SEE SHEET EX3
MATCHLINE
SEE SHEET EX5
LEGEND
PROPOSED WATER LINE
DOUBLE WATER SERVICE LEAD
SINGLE WATER SERVICE LEAD
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED GATE VALVE
PROPOSED WASTEWATER LINE AND MANHOLE
DOUBLE SANITARY SERVICE LEAD
SINGLE SANITARY SERVICE LEAD
PROPOSED STORM SEWER LINE AND MANHOLE
LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1
OFF-SITE WASTEWATER
IMPROVEMENTS EXHIBIT
LJA Engineering, Inc.
JOB NUMBER
A474-1001
EX4
SHEET NO.
4
OF 5 SHEETS

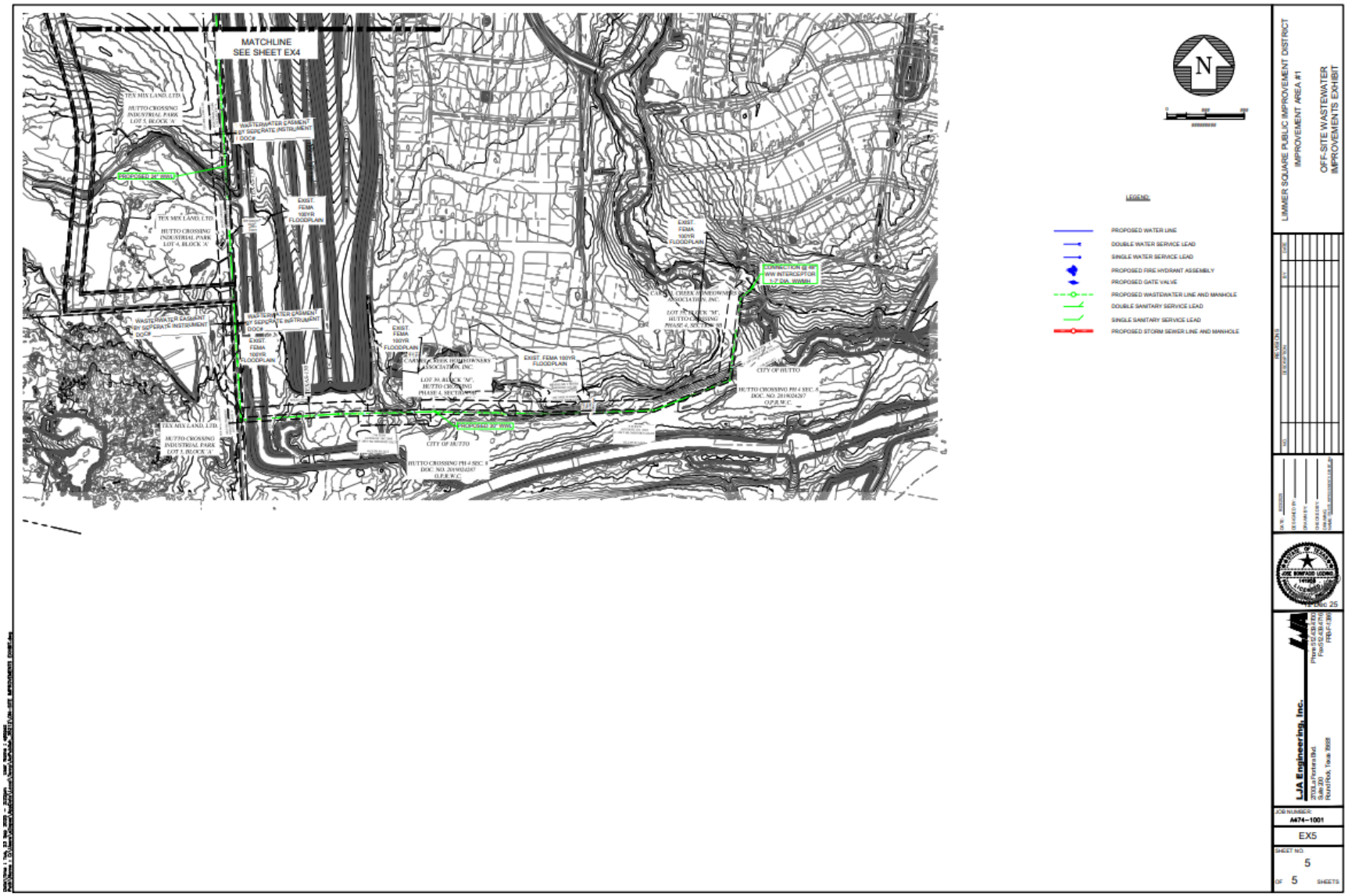

MATCHLINE
SEE SHEET EX4
TEX MIX LAND, LTD.
HUTTO CROSSING INDUSTRIAL PARK LOT 5, BLOCK 'A'
WASTEWATER EASEMENT BY SEPERATE INSTRUMENT DOC#
PROPOSED 24" WWL
EXIST. FEMA 100YR FLOODPLAIN
TEX MIX LAND, LTD.
HUTTO CROSSING INDUSTRIAL PARK LOT 4, BLOCK 'A'
WASTEWATER EASEMENT BY SEPERATE INSTRUMENT DOC#
EXIST. FEMA 100YR FLOODPLAIN
TEX MIX LAND, LTD.
HUTTO CROSSING INDUSTRIAL PARK LOT 3, BLOCK 'A'
EXIST. FEMA 100YR FLOODPLAIN
CARMEL CREEK HOMEOWNERS ASSOCIATION, INC.
LOT 39, BLOCK 'M', HUTTO CROSSING PHASE 4, SECTION 3B
EXIST. FEMA 100YR FLOODPLAIN
PROPOSED 30" WWL
CITY OF HUTTO
HUTTO CROSSING PH 4 SEC. 8 DOC. NO. 2018024287 O.P.R.W.C.
EXIST. FEMA 100YR FLOODPLAIN
CARMEL CREEK HOMEOWNERS ASSOCIATION, INC.
LOT 39, BLOCK 'M', HUTTO CROSSING PHASE 4, SECTION 3B
CONNECTION @ 48" WW INTERCEPTOR 1-7 DIA. WWMH
CITY OF HUTTO
HUTTO CROSSING PH 4 SEC. 8 DOC. NO. 2018024287 O.P.R.W.C.
N
LEGEND:
PROPOSED WATER LINE
DOUBLE WATER SERVICE LEAD
SINGLE WATER SERVICE LEAD
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED GATE VALVE
PROPOSED WASTEWATER LINE AND MANHOLE
DOUBLE SANITARY SERVICE LEAD
SINGLE SANITARY SERVICE LEAD
PROPOSED STORM SEWER LINE AND MANHOLE
LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1
OFF-SITE WASTEWATER IMPROVEMENTS EXHIBIT
REVISIONS
NO.
DESCRIPTION
BY
DATE
DATE
DESIGNED BY
DRAWN BY
CHECKED BY
CHECKED BY
DRAWING
SHEET NO.
JOSE BONIFACIO LODINO
14155
LJA Engineering, Inc.
2700 La Frontera Blvd.
Suite 200
Round Rock, Texas 78665
Phone 512.439.4700
Fax 512.439.4716
FRB-F-1386
JOB NUMBER:
A474-1001
EX5
SHEET NO.
5
OF 5 SHEETS

EXHIBIT G-2 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS

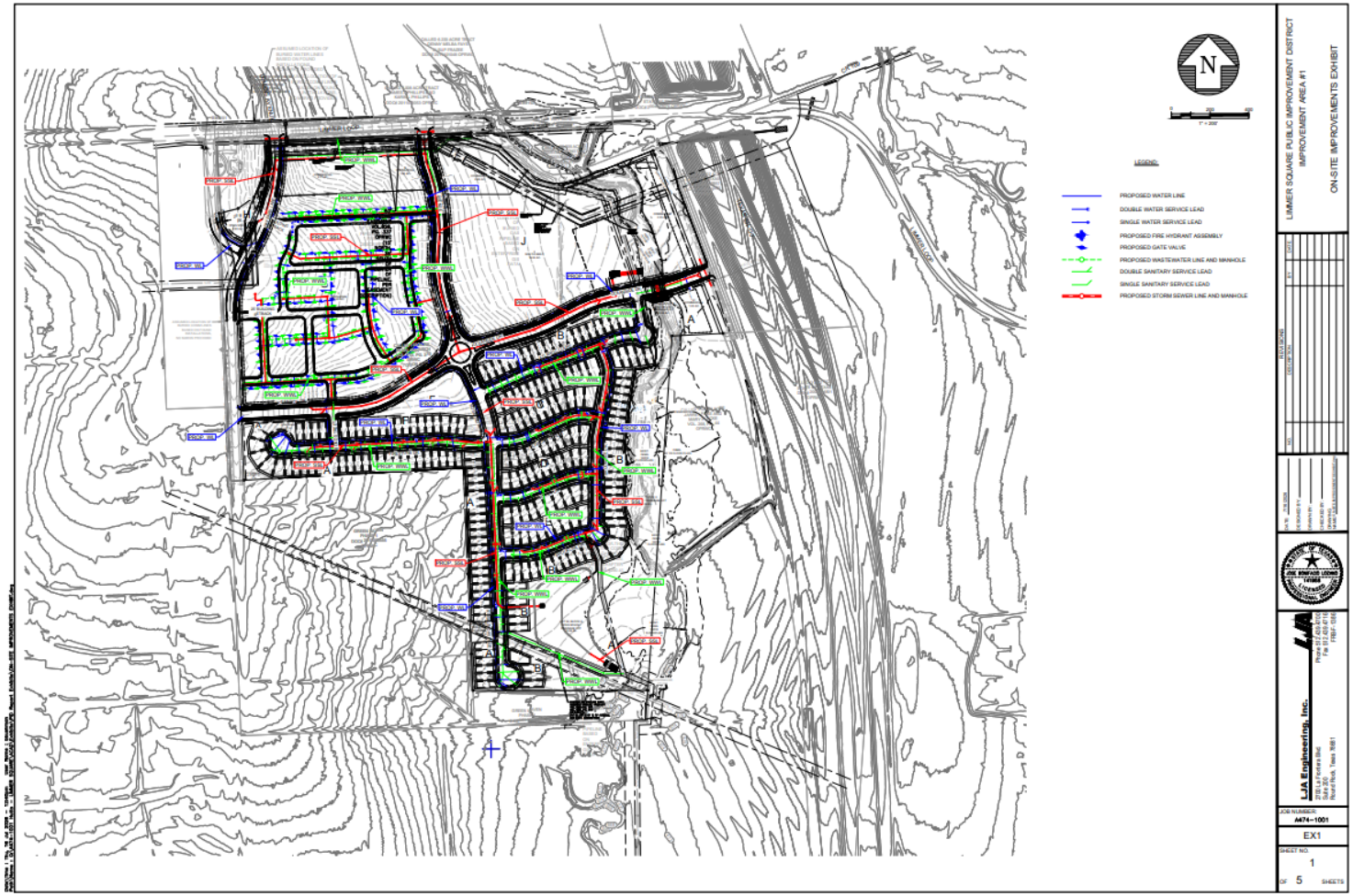


EXHIBIT H – FORM OF NOTICE OF ASSESSMENT TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Williamson County Clerk's Office
Honorable _____
405 Martin Luther King St.
Georgetown, TX 78626

Re: City of Hutto Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Hutto is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Hutto
Attn: City Secretary
500 W. Live Oak Street,
Hutto, TX 78634

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[CITY OF HUTTO]
[500 W. Live Oak Street,
Hutto, TX 78634]

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Hutto, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the City Council of the City of Hutto, Texas is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits of the City; and

WHEREAS, on June 26, 2025, the City Council of the City of Hutto approved Resolution No. R-2025-130 creating the Limmer Square Public Improvement District (the "District") [and on _____, the City Council approved Resolution No. _____, adding land/amending the boundaries of the District]; and

WHEREAS, the District consists of approximately 111.851 contiguous acres within the corporate limits of the City; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Williamson County, Texas; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Williamson County, Texas (the "Property");

and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that is affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF HUTTO, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by the City Manager for the City of Hutto, Texas, a Texas home rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT I – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

[To be provided at final pricing.]

EXHIBIT J-1 – DISTRICT LEGAL DESCRIPTION

R. McNutt Survey, Abstract No. 422
Willaimson County, Texas

January 09, 2029
S001-A474-1001.409

EXHIBIT "A"

BEING A 23.404 ACRE TRACT OF LAND (1,019,458 SQUARE FEET) SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH ROD WITH CAP STAMPED "KONTUR TECH" FOUND (GRID N: 10178135.15, GRID: 3160864.80) FOR A WESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT AND THE EASTERN RIGHT-OF-WAY LINE OF HAYBARN LANE (70 FOOT RIGHT-OF-WAY WIDTH);

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, NORTH 70 DEGREES 35 MINUTES 14 SECONDS EAST, A DISTANCE OF 67.33 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, BEING A WESTERN ANGLE CORNER AND **POINT OF BEGINNING** (GRID N: 10178157.53, GRID E: 3160928.30) OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. NORTH 29 DEGREES 09 MINUTES 51 SECONDS EAST, A DISTANCE OF 93.47 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
2. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 300.39 FEET, A RADIUS OF 1035.00 FEET, A DELTA ANGLE OF16 DEGREES 37 MINUTES 45 SECONDS, AND A CHORD THAT BEARS NORTH 20 DEGREES 50 MINUTES 59 SECONDS EAST, A DISTANCE OF 299.34 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, FROM WHICH A 1/2-INCH ROD FOUND FOR A WESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT, THE SAME BEING AN EASTERN ANGLE CORNER OF A CALLED 1.667 ACRE TRACT CONVEYED TO LIMMER HAYBARN REAL ESTATE LLC, RECORDED IN DOCUMENT NUMBER 2021137126, O.P.R.W.C.TX., BEARS SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.14 FEET,
3. NORTH 87 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 454.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4. NORTH 87 DEGREES 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 329.68 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
5. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 300.21 FEET, A RADIUS OF 965.50 FEET, A DELTA ANGLE OF 17 DEGREES 48 MINUTES 56 SECONDS, AND A CHORD THAT BEARS SOUTH 04 DEGREES 08 MINUTES 46 SECONDS EAST, A DISTANCE OF 299.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
6. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 293.70 FEET, A RADIUS OF 784.50 FEET, A DELTA ANGLE OF 21 DEGREES 27 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 05 DEGREES 57 MINUTES 48 SECONDS EAST, A DISTANCE OF 291.98 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
7. SOUTH 16 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 112.88 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
8. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 234.69 FEET, A RADIUS OF 180.50 FEET, A DELTA ANGLE OF 74 DEGREES 29 MINUTES 50 SECONDS, AND A CHORD THAT BEARS SOUTH 20 DEGREES 33 MINUTES 37 SECONDS WEST, A DISTANCE OF 218.50 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
9. SOUTH 57 DEGREES 48 MINUTES 31 SECONDS WEST, A DISTANCE OF 235.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
10. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 235.40 FEET, A RADIUS OF 465.50 FEET, A DELTA ANGLE OF 28 DEGREES 58 MINUTES 25 SECONDS, AND A CHORD THAT BEARS

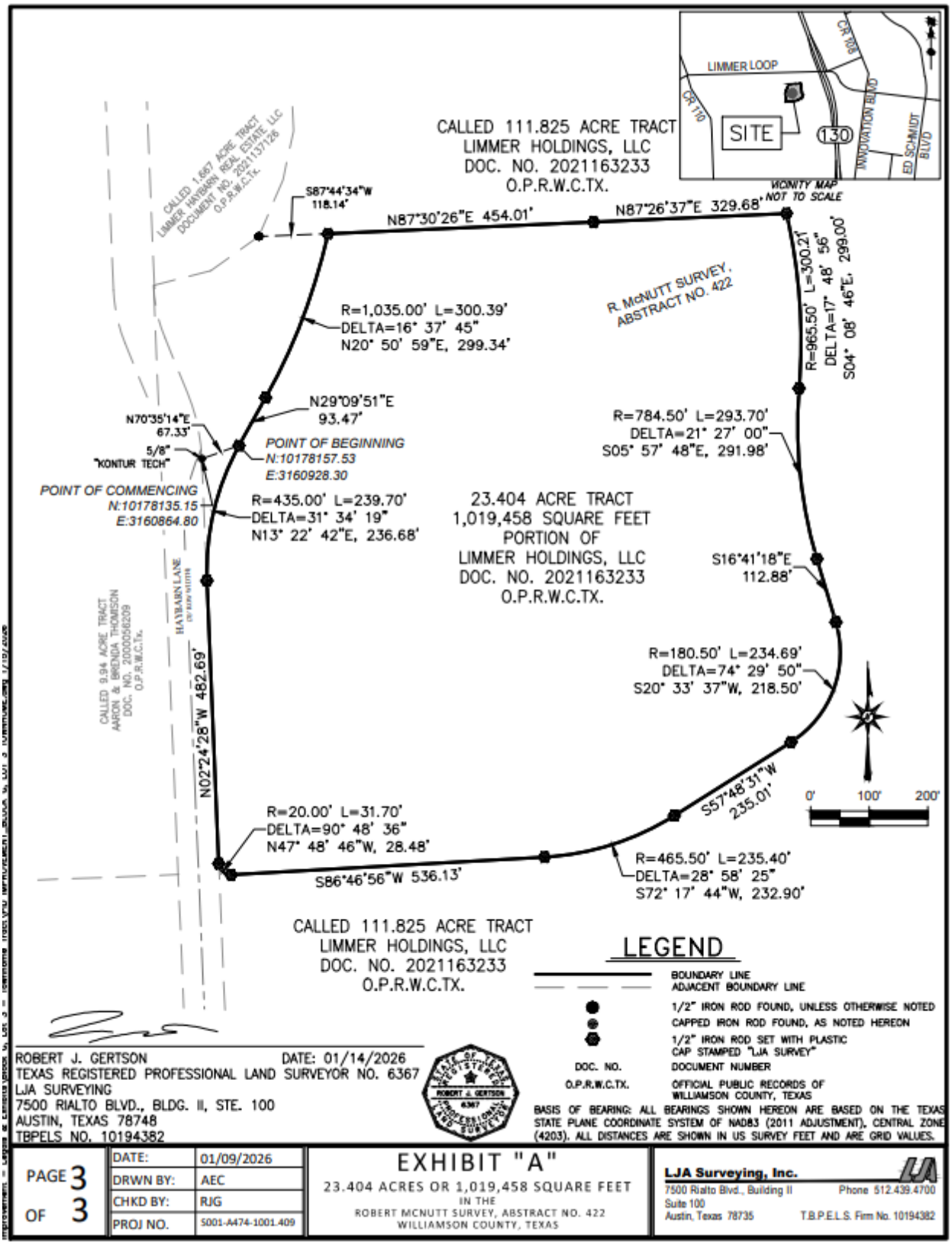
SOUTH 72 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 232.90 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,

11. SOUTH 86 DEGREES 46 MINUTES 56 SECONDS WEST, A DISTANCE OF 536.13 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
12. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.70 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90 DEGREES 48 MINUTES 36 SECONDS, AND A CHORD THAT BEARS NORTH 47 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 28.48 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
13. NORTH 02 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 482.69 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
14. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 239.70 FEET, A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 31 DEGREES 34 MINUTES 19 SECONDS, AND A CHORD THAT BEARS NORTH 13 DEGREES 22 MINUTES 42 SECONDS EAST, A DISTANCE OF 236.68 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 23.404 ACRES, MORE OR LESS.

Basis of Bearing: All bearings shown are based on the Texas State Plane Coordinate System of NAD83 (2011 Adjustment), Central Zone (4203). All distances are shown in Grid values.

01/15/2026

Robert Gertson
Texas Registered Professional Land Surveyor No. 6367
LJA Surveying
7500 Rialto Blvd, Bldg II, Ste. 100
Austin, Texas 78748
TBPELS No. 10194382


CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
VICINITY MAP
NOT TO SCALE
LIMMER LOOP
CR 110
CR 108
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
CALLED 1.687 ACRE TRACT
LIMMER HAYBARN REAL ESTATE, LLC
DOCUMENT NO. 2021137126
O.P.R.W.C.TX.
S87°44'34"W
118.14'
N87°30'26"E 454.01'
N87°26'37"E 329.68'
R. McNUTT SURVEY,
ABSTRACT NO. 422
R=1,035.00' L=300.39'
DELTA=16° 37' 45"
N20° 50' 59"E, 299.34'
R=965.50' L=300.21'
DELTA=17° 48' 56"
S04° 08' 46"E, 299.00'
N29°09'51"E
93.47'
N70°35'14"E
67.33'
5/8"
"KONTUR TECH"
POINT OF BEGINNING
N:10178157.53
E:3160928.30
POINT OF COMMENCING
N:10178135.15
E:3160864.80
R=784.50' L=293.70'
DELTA=21° 27' 00"
S05° 57' 48"E, 291.98'
R=435.00' L=239.70'
DELTA=31° 34' 19"
N13° 22' 42"E, 236.68'
23.404 ACRE TRACT
1,019,458 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
S16°41'18"E
112.88'
HAYBARN LANE
(80' R.O.W.)
CALLED 9.94 ACRE TRACT
AARON & BRENDA THOMSON
DOC. NO. 2000056209
O.P.R.W.C.TX.
N02°24'28"W 482.69'
R=180.50' L=234.69'
DELTA=74° 29' 50"
S20° 33' 37"W, 218.50'
S57°48'31"W
235.01'
0'
100'
200'
R=20.00' L=31.70'
DELTA=90° 48' 36"
N47° 48' 46"W, 28.48'
S86°46'56"W 536.13'
R=465.50' L=235.40'
DELTA=28° 58' 25"
S72° 17' 44"W, 232.90'
CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
LEGEND
BOUNDARY LINE
ADJACENT BOUNDARY LINE
1/2" IRON ROD FOUND, UNLESS OTHERWISE NOTED
CAPPED IRON ROD FOUND, AS NOTED HEREON
1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO. DOCUMENT NUMBER
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.
ROBERT J. GERTSON DATE: 01/14/2026
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6367
LJA SURVEYING
7500 RIALTO BLVD., BLDG. II, STE. 100
AUSTIN, TEXAS 78748
TBPELS NO. 10194382
STATE OF TEXAS REGISTERED ROBERT J. GERTSON 6367 PROFESSIONAL LAND SURVEYOR
PAGE 3 OF 3
DATE: 01/09/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. 5001-A474-1001.409
EXHIBIT "A"
23.404 ACRES OR 1,019,458 SQUARE FEET
IN THE
ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II Phone 512.439.4700
Suite 100
Austin, Texas 78735 T.B.P.E.L.S. Firm No. 10194382

R. McNutt Survey, Abstract No. 422
Williamson County, Texas

January 12, 2026
LJAS001-A474-1001.409

EXHIBIT "A"

BEING A 52.795 ACRE TRACT OF LAND (2,299,739 SQUARE FEET) SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH ROD WITH ILLEGIBLE CAP FOUND (GRID N: 10177051.57, GRID E: 3160910.36) FOR A WESTERN CORNER OF SAID 111.825 ACRE TRACT, BEING IN THE EASTERN RIGHT-OF-WAY LINE OF HAYBARN LANE (70 FOOT RIGHT-OF-WAY WIDTH) AND ALSO BEING THE NORTHWESTERN CORNER OF LOT 12, BLOCK A OF GREEN HAVEN SUBDIVISION, PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2012003555 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A WESTERN CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE WESTERN LINE OF SAID 111.825 ACRE TRACT, SAME BEING THE EASTERN RIGHT-OF-WAY LINE OF SAID HAYBARN LANE, NORTH 02 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 284.78 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING THIRTY (30) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.13 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 89 DEGREES 11 MINUTES 24 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 28.08 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2. NORTH 86 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 407.14 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
3. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.42 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 48 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 28.28 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4. NORTH 86 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

5. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.42 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 28.28 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
6. NORTH 86 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 40.53 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
7. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 270.29 FEET, A RADIUS OF 534.50 FEET, A DELTA ANGLE 28 DEGREES 58 MINUTES 25 SECONDS, AND A CHORD THAT BEARS NORTH 72 DEGREES 17 MINUTES 44 SECONDS EAST, A DISTANCE OF 267.42 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
8. NORTH 57 DEGREES 48 MINUTES 31 SECONDS EAST, A DISTANCE OF 277.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
9. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 121.34 FEET, A RADIUS OF 71.50 FEET, A DELTA ANGLE OF 97 DEGREES 13 MINUTES 57 SECONDS, AND A CHORD THAT BEARS SOUTH 73 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 107.30 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
10. SOUTH 24 DEGREES 27 MINUTES 01 SECONDS EAST, A DISTANCE OF 69.95 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
11. NORTH 65 DEGREES 32 MINUTES 59 SECONDS EAST, A DISTANCE OF 69.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
12. NORTH 24 DEGREES 27 MINUTES 01 SECONDS WEST, A DISTANCE OF 69.27 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
13. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 122.00 FEET, A RADIUS OF 71.50 FEET, A DELTA ANGLE OF 97 DEGREES 45 MINUTES 43 SECONDS, AND A CHORD THAT BEARS NORTH 24 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 107.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
14. NORTH 73 DEGREES 18 MINUTES 42 SECONDS EAST, A DISTANCE OF 245.42 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
15. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 147.05 FEET, A RADIUS OF 784.50 FEET, A DELTA ANGLE OF 10 SECONDS 44 MINUTES 23 SECONDS, AND A CHORD THAT BEARS NORTH 67 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 146.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,

16. NORTH 62 DEGREES 34 MINUTES 19 SECONDS EAST, A DISTANCE OF 134.28 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
17. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 204.47 FEET, A RADIUS OF 715.50 FEET, A DELTA ANGLE OF 16 DEGREES 22 MINUTES 26 SECONDS, AND A CHORD THAT BEARS NORTH 70 DEGREES 45 MINUTES 32 SECONDS EAST, A DISTANCE OF 203.78 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
18. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 56.08 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
19. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.27 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 56 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
20. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
21. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.27 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 33 SECONDS 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
22. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 9.76 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
23. SOUTH 56 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 12.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
24. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 76.68 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
25. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 22.49 FEET, A RADIUS OF 543.50 FEET, A DELTA ANGLE OF 02 SECONDS 22 MINUTES 16 SECONDS, AND A CHORD THAT BEARS NORTH 77 DEGREES 45 MINUTES 37 SECONDS EAST, A DISTANCE OF 22.49 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
26. NORTH 31 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 8.26 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
27. SOUTH 39 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 73.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
28. SOUTH 24 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 28.99 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,

29. SOUTH 10 DEGREES 16 MINUTES 52 SECONDS EAST, A DISTANCE OF 43.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
30. SOUTH 05 DEGREES 56 MINUTES 55 SECONDS EAST, A DISTANCE OF 92.60 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON A SOUTHEASTERN LINE OF SAID 111.825 ACRE TRACT, THE SAME BEING THE NORTHERN LINE OF A CALLED 113.02 ACRE TRACT CONVEYED TO HUTTO ISD, RECORDED IN DOCUMENT NUMBER 2023072818, O.P.R.W.C.TX., FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE ALONG THE COMMON LINES OF SAID 111.825 ACRE TRACT AND SAID 113.02 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 87 DEGREES 02 MINUTES 32 SECONDS WEST, PASSING AT A DISTANCE OF 9.88 FEET A 1/2-INCH ROD FOUND, CONTINUING FOR A TOTAL DISTANCE OF 66.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
2. SOUTH 03 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 1835.20 FEET TO A 1/2-INCH ROD FOUND FOR THE SOUTHEASTERN CORNER OF SAID 111.825 ACRE TRACT, A WESTERN ANGLE CORNER OF SAID 113.02 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF LOT 6, BLOCK B OF SAID GREEN HAVEN SUBDIVISION, PHASE 1, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

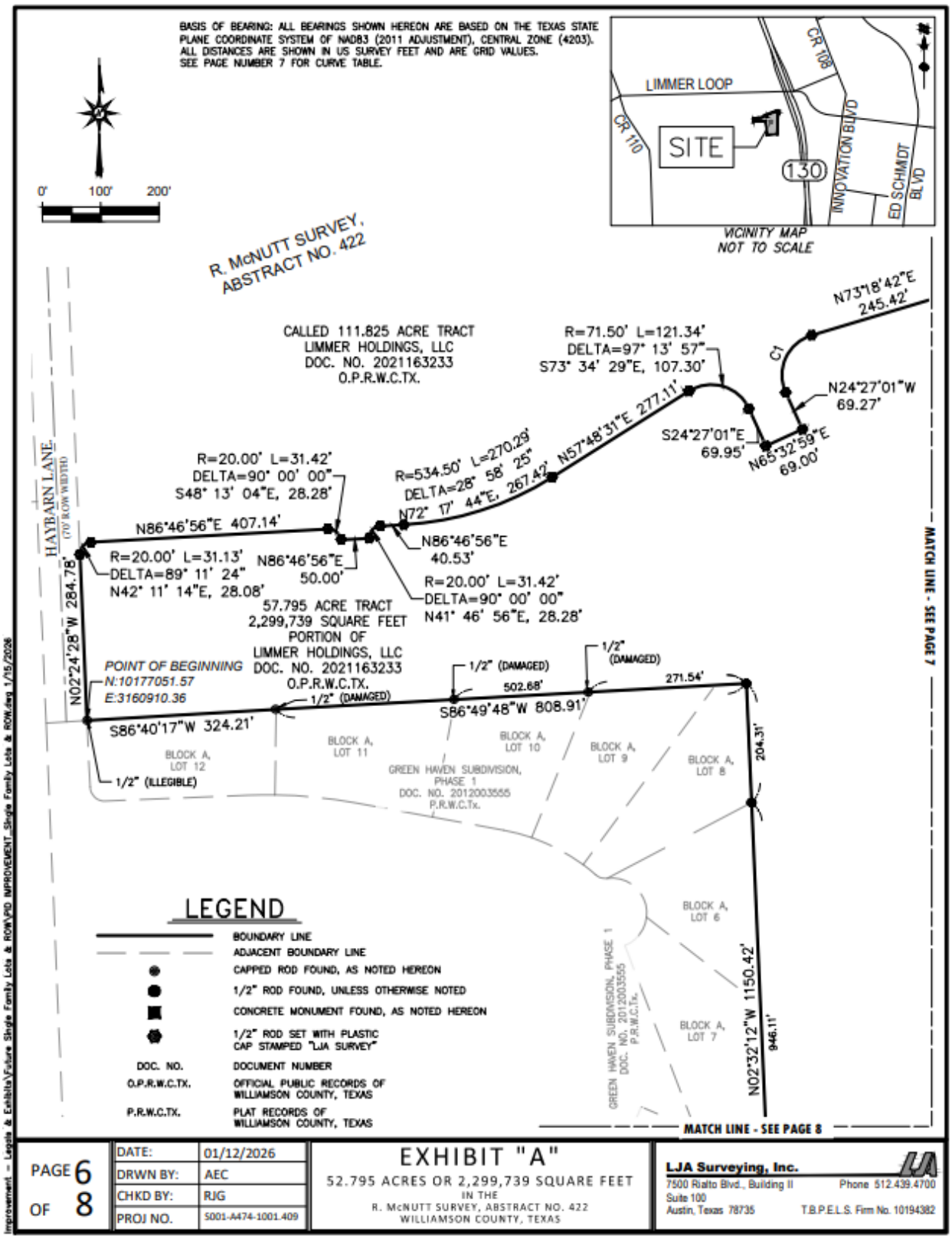
THENCE ALONG THE SOUTHERN LINE OF SAID 111.825 ACRE TRACT, SAME BEING THE NORTHERN LINE OF SAID LOT 6, NORTH 89 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 902.60 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "AUSTIN SURVEYORS" FOUND FOR THE SOUTHWESTERN CORNER OF SAID 111.825 ACRE TRACT, THE NORTHWESTERN CORNER OF SAID LOT 6 AND ALSO BEING AN EASTERN ANGLE CORNER OF LOT 7, BLOCK B OF SAID GREEN HAVEN SUBDIVISION, PHASE 1, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

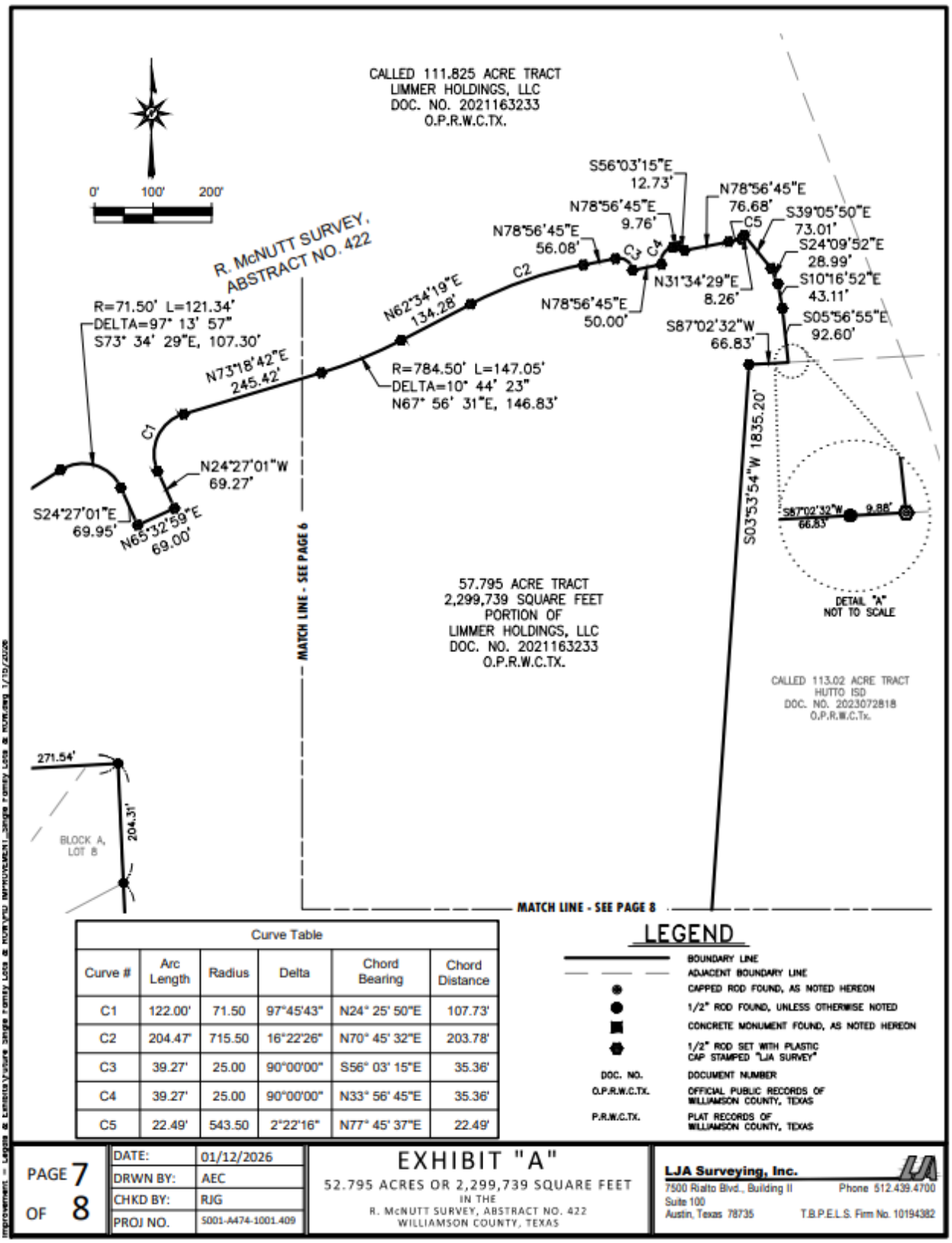
THENCE ALONG THE COMMON LINES OF SAID 111.825 ACRE TRACT AND SAID GREEN HAVEN SUBDIVISION, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 02 DEGREES 32 MINUTES 12 SECONDS WEST, PASSING AT A DISTANCE OF 188.19 FEET A 1/2-INCH ROD WITH CAP STAMPED "DOUCET ASSOC." FOUND FOR THE NORTHEASTERN CORNER OF SAID LOT 7, BLOCK B, PASSING AT A DISTANCE OF 946.11 FEET A 1/2-INCH ROD FOUND FOR THE NORTHEASTERN CORNER OF LOT 7, BLOCK A OF SAID GREEN HAVEN SUBDIVISION, THE SAME BEING THE SOUTHEASTERN CORNER OF LOT 8, BLOCK A OF SAID GREEN HAVEN SUBDIVISION, CONTINUING FOR A TOTAL DISTANCE OF 1150.42 FEET TO A 1/2-INCH ROD FOUND FOR A WESTERN INTERIOR ELL CORNER OF SAID 111.825 ACRE TRACT, THE SAME BEING THE NORTHERN CORNER OF SAID LOT 8, BLOCK A, FOR A WESTERN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT, AND

2. SOUTH 86 DEGREES 49 MINUTES 48 SECONDS WEST, PASSING AT A DISTANCE OF 271.54 FEET A 1/2-INCH ROD WITH DAMAGED CAP FOUND FOR THE NORTHWESTERN CORNER OF LOT 9, BLOCK A, SAME BEING THE NORTHEASTERN CORNER OF LOT 10, BLOCK A, PASSING AT A DISTANCE OF 502.68 FEET A 1/2-INCH ROD WITH DAMAGED CAP FOUND FOR THE NORTHWESTERN CORNER OF SAID LOT 10, THE SAME BEING THE NORTHEASTERN CORNER OF LOT 11, BLOCK A, CONTINUING FOR A TOTAL DISTANCE OF 808.91 FEET TO A 1/2-INCH ROD WITH DAMAGED CAP FOUND FOR A SOUTHERN ANGLE CORNER OF SAID 111.825 ACRE TRACT, BEING THE NORTHWESTERN CORNER OF LOT 11, BLOCK A, AND ALSO BEING THE NORTHEASTERN CORNER OF SAID LOT 12, BLOCK A;
3. SOUTH 86 DEGREES 40 MINUTES 17 SECONDS WEST, A DISTANCE OF 324.21 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 52.795 ACRES, MORE OR LESS.

Robert Gertson
Texas Registered Professional Land Surveyor No. 6367
LJA Surveying
7500 Rialto Blvd., Bldg. II, Ste. 100
Austin, Texas 78748
TBPELS No. 10194382


BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES. SEE PAGE NUMBER 7 FOR CURVE TABLE.
0' 100' 200'
LIMMER LOOP
CR 108
CR 110
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
R. McNUTT SURVEY, ABSTRACT NO. 422
CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
R=71.50' L=121.34'
DELTA=97° 13' 57"
S73° 34' 29"E, 107.30'
N73°18'42"E
245.42'
C1
N24°27'01"W
69.27'
S24°27'01"E
69.95'
N65°32'59"E
69.00'
N57°48'31"E 277.11'
R=534.50' L=270.29'
DELTA=28° 58' 25"
N72° 17' 44"E, 267.42'
R=20.00' L=31.42'
DELTA=90° 00' 00"
S48° 13' 04"E, 28.28'
HAYBARN LANE
(70' ROW WIDTH)
N86°46'56"E 407.14'
R=20.00' L=31.13'
DELTA=89° 11' 24"
N42° 11' 14"E, 28.08'
N86°46'56"E
50.00'
N86°46'56"E
40.53'
R=20.00' L=31.42'
DELTA=90° 00' 00"
N41° 46' 56"E, 28.28'
N02°24'28"W 284.78'
57.795 ACRE TRACT
2,299,739 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
POINT OF BEGINNING
N:10177051.57
E:3160910.36
1/2" (DAMAGED)
1/2" (DAMAGED)
502.68'
1/2" (DAMAGED)
271.54'
S86°49'48"W 808.91'
S86°40'17"W 324.21'
1/2" (ILLEGIBLE)
BLOCK A, LOT 12
BLOCK A, LOT 11
BLOCK A, LOT 10
BLOCK A, LOT 9
BLOCK A, LOT 8
GREEN HAVEN SUBDIVISION, PHASE 1
DOC. NO. 201200355
P.R.W.C.Tx.
204.31'
BLOCK A, LOT 6
BLOCK A, LOT 7
GREEN HAVEN SUBDIVISION, PHASE 1
DOC. NO. 201200355
P.R.W.C.Tx.
N02°32'12"W 1150.42'
946.11'
MATCH LINE - SEE PAGE 7
MATCH LINE - SEE PAGE 8
LEGEND
BOUNDARY LINE
ADJACENT BOUNDARY LINE
CAPPED ROD FOUND, AS NOTED HEREON
1/2" ROD FOUND, UNLESS OTHERWISE NOTED
CONCRETE MONUMENT FOUND, AS NOTED HEREON
1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO. DOCUMENT NUMBER
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
PAGE 6 OF 8
DATE: 01/12/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. S001-A474-1001.409
EXHIBIT "A"
52.795 ACRES OR 2,299,739 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382
Improvement - Legals & Exhibits\Future Single Family Lots & ROW\PID IMPROVEMENT_Single Family Lots & ROW.dwg 1/15/2026



Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	122.00'	71.50	97°45'43"	N24° 25' 50"E	107.73'
C2	204.47'	715.50	16°22'26"	N70° 45' 32"E	203.78'
C3	39.27'	25.00	90°00'00"	S56° 03' 15"E	35.36'
C4	39.27'	25.00	90°00'00"	N33° 56' 45"E	35.36'
C5	22.49'	543.50	2°22'16"	N77° 45' 37"E	22.49'

LEGEND

- BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- CAPPED ROD FOUND, AS NOTED HEREON
- 1/2" ROD FOUND, UNLESS OTHERWISE NOTED
- CONCRETE MONUMENT FOUND, AS NOTED HEREON
- 1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
- DOC. NO. — DOCUMENT NUMBER
- O.P.R.W.C.TX. — OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. — PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

PAGE 7 OF 8

DATE:	01/12/2026
DRWN BY:	AEC
CHKD BY:	RJG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"

52.795 ACRES OR 2,299,739 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

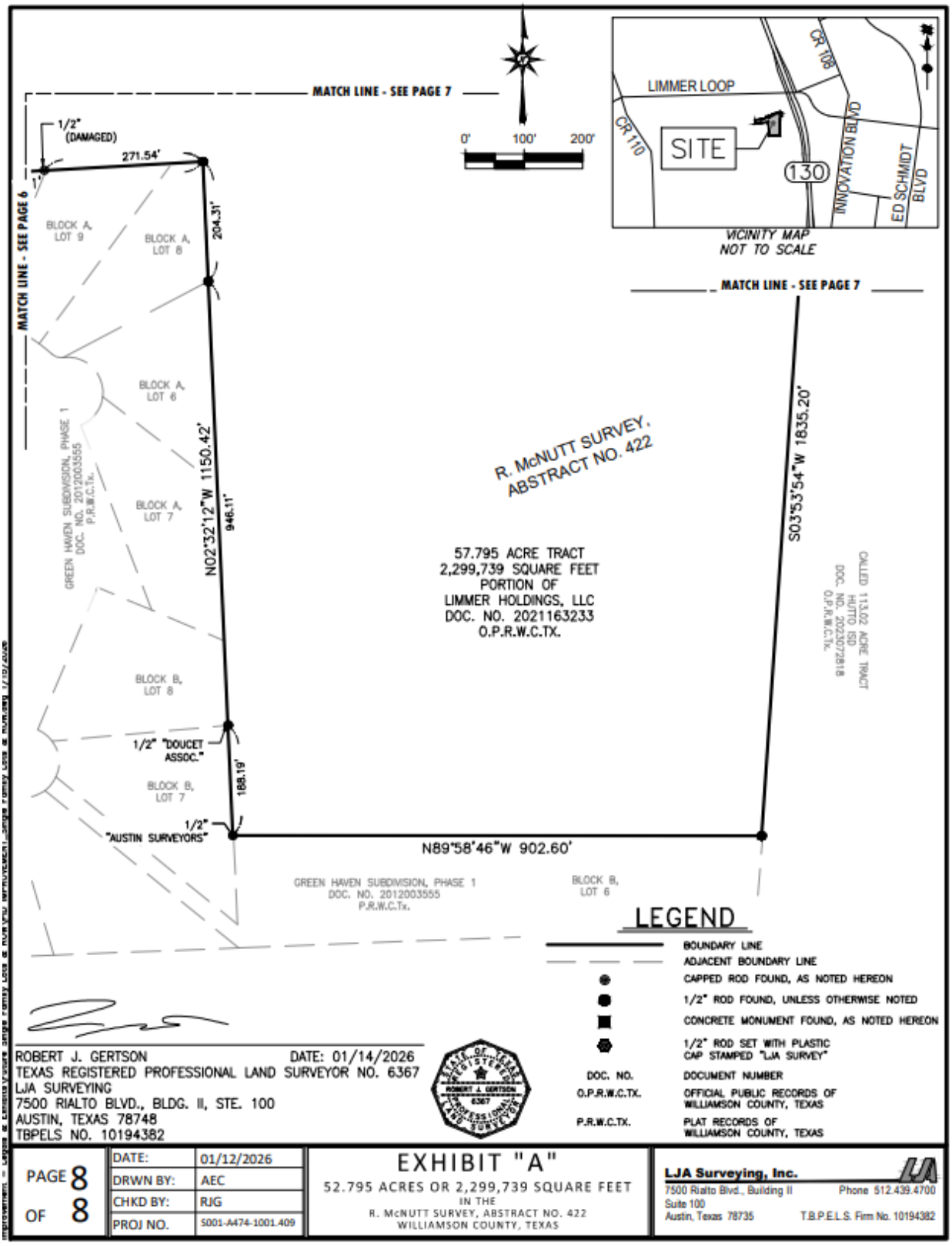

MATCH LINE - SEE PAGE 7
MATCH LINE - SEE PAGE 6
MATCH LINE - SEE PAGE 7
1/2" (DAMAGED)
271.54'
204.31'
N02°32'12"W 1150.42'
946.11'
188.19'
1/2" "DOUCET ASSOC."
1/2" "AUSTIN SURVEYORS"
N89°58'46"W 902.60'
S03°53'54"W 1835.20'
BLOCK A, LOT 9
BLOCK A, LOT 8
BLOCK A, LOT 6
BLOCK A, LOT 7
BLOCK B, LOT 8
BLOCK B, LOT 7
BLOCK B, LOT 6
GREEN HAVEN SUBDIVISION, PHASE 1 DOC. NO. 2012003555 P.R.W.C.Tx.
R. McNUTT SURVEY, ABSTRACT NO. 422
57.795 ACRE TRACT
2,299,739 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
CALLED 113.02 ACRE TRACT
HUTTO ISD
DOC. NO. 2023072818
O.P.R.W.C.Tx.
0' 100' 200'
LIMMER LOOP
CR 110
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
LEGEND
BOUNDARY LINE
ADJACENT BOUNDARY LINE
CAPPED ROD FOUND, AS NOTED HEREON
1/2" ROD FOUND, UNLESS OTHERWISE NOTED
CONCRETE MONUMENT FOUND, AS NOTED HEREON
1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO. DOCUMENT NUMBER
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
ROBERT J. GERTSON DATE: 01/14/2026
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6367
LJA SURVEYING
7500 RIALTO BLVD., BLDG. II, STE. 100
AUSTIN, TEXAS 78748
TBPELS NO. 10194382
PAGE 8 OF 8
DATE: 01/12/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. 5001-A474-1001.409
EXHIBIT "A"
52.795 ACRES OR 2,299,739 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

EXHIBIT "A"

BEING A 10.554 ACRE TRACTS OF LAND COMPRISED OF FIVE (5) PARTS, SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART 1 – 1.901 ACRES

BEING A 1.901 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH ROD WITH AN ILLEGIBLE CAP FOUND (GRID N: 10178848.53, GRID E: 3162082.39) FOR A NORTHEASTERN CORNER OF SAID 111.825 ACRE TRACT, ALSO BEING ON THE SOUTHERN RIGHT-OF-WAY LINE OF LIMMER LOOP (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE CROSSING THROUGH SAID 111.825 ACRE TRACT, SOUTH 80 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 277.24 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET FOR AN EASTERN ANGLE CORNER AND **POINT OF BEGINNING** (GRID N: 10178801.36, GRID E: 3161809.19) OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. SOUTH 02 DEGREES 46 MINUTES 34 SECONDS EAST, A DISTANCE OF 15.32 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 141.64 FEET, A RADIUS OF 504.50 FEET, A DELTA ANGLE OF 16 DEGREES 05 MINUTES 08 SECONDS, AND A CHORD THAT BEARS SOUTH 10 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 141.17 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AT THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 1/2-INCH ROD WITH ILLEGIBLE CAP FOUND FOR AN EASTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT, BEARS NORTH 71 DEGREES 57 MINUTES 21 SECONDS EAST, A DISTANCE OF 418.37 FEET,
3. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 97.87 FEET, A RADIUS OF 965.50 FEET, A DELTA ANGLE OF 05 DEGREES 48 MINUTES 28 SECONDS, AND A CHORD THAT BEARS SOUTH 15 DEGREES 57 MINUTES 28 SECONDS EAST, A DISTANCE OF 97.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT,
4. SOUTH 87 DEGREES 26 MINUTES 37 SECONDS WEST, A DISTANCE OF 329.68 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
5. NORTH 02 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 275.16 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
6. NORTH 87 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 261.67 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
7. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.17 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89 DEGREES 45 MINUTES 55 SECONDS, AND A CHORD THAT BEARS SOUTH 47 DEGREES 39 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.28 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.901 ACRES, MORE OR LESS.

EXHIBIT "A"

PART 2 – 2.711 ACRES

BEING A 2.711 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH ROD FOUND (GRID N: 10178514.24, GRID E: 3160962.35) FOR A WESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT AND AN EASTERN ANGLE CORNER OF A CALLED 1.667 ACRE TRACT CONVEYED TO LIMMER HAYBARN REAL ESTATE, LLC, RECORDED IN DOCUMENT NUMBER 2021137126, O.P.R.W.C.TX.;

THENCE CROSSING THROUGH SAID 111.825 ACRE TRACT, NORTH 87 DEGREES 44 MINUTES 34 SECONDS, A DISTANCE OF 118.14 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE SOUTHWESTERN CORNER AND **POINT OF BEGINNING** (GRID N: 10178518.89, GRID E: 3161080.39) OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 253.36 FEET, A RADIUS OF 1035.00 FEET, A DELTA ANGLE OF 14 DEGREES 01 MINUTES 33 SECONDS, AND A CHORD THAT BEARS NORTH 05 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 252.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 1/2-INCH ROD FOUND FOR A NORTHWESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT AND A NORTHEASTERN ANGLE CORNER OF SAID 1.667 ACRE TRACT, BEARS NORTH 70 DEGREES 56 MINUTES 13 SECONDS WEST, A DISTANCE OF 93.72 FEET,
2. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 38.92 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89 DEGREES 11 MINUTES 39 SECONDS, AND A CHORD THAT BEARS NORTH 43 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 35.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
3. NORTH 87 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 393.38 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4. SOUTH 02 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 275.16 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
5. SOUTH 87 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 454.01 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.711 ACRES, MORE OR LESS.

PART 3 – 2.683 ACRES

BEING A 2.683 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND (GRID N: 10,178,649.88 GRID E: 3,162,372.71) ON THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109;

EXHIBIT "A"

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) SOUTH 35 DEGREES 33 MINUTES 35 SECONDS WEST, A DISTANCE OF 149.24 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 346.84 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
3) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 146.21 FEET, A RADIUS OF 1,034.50 FEET, A DELTA ANGLE OF 08 DEGREES 05 MINUTES 52 SECONDS, AND A CHORD THAT BEARS NORTH 14 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 146.09 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 122.26 FEET, A RADIUS OF 435.50 FEET, A DELTA ANGLE OF 16 DEGREES 05 MINUTES 08 SECONDS, AND A CHORD THAT BEARS NORTH 10 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 121.86 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) NORTH 02 DEGREES 46 MINUTES 34 SECONDS WEST, A DISTANCE OF 14.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
6) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.37 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90 DEGREES 14 MINUTES 05 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 20 MINUTES 28 SECONDS EAST, A DISTANCE OF 35.43 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
7) NORTH 87 DEGREES 27 MINUTES 31 SECONDS WEST, A DISTANCE OF 181.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109, FROM WHICH A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND ON THE SOUTHEASTERN RIGHT-OF-WAY LINE OF LIMMER LOOP (VARIABLE WIDTH RIGHT-OF-WAY), FOR A NORTHEASTERN CORNER OF SAID 111.825 ACRE TRACT BEARS NORTH 02 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 10.11 FEET;

THENCE WITH THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 02 DEGREES 30 MINUTES 25 SECONDS EAST, A DISTANCE OF 11.06 FEET TO A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND,
2) SOUTH 71 DEGREES 32 MINUTES 11 SECONDS EAST, A DISTANCE OF 159.11 FEET TO A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND, AND
3) SOUTH 47 DEGREES 27 MINUTES 04 SECONDS EAST, A DISTANCE OF 187.97 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.683 ACRES, MORE OR LESS.

PART 4 – 2.243 ACRES

BEING A 2.243 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH ROD WITH CAP "KONTUR TECH" FOUND (GRID N: 10,178,754.88 GRID E: 3,163,022.30) AT THE INTERSECTION OF THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE (VARIABLE WIDTH RIGHT-OF-WAY) AND THE SOUTHEASTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109, FOR THE NORTHEASTERN CORNER OF SAID 111.825 ACRE TRACT;

EXHIBIT "A"

THENCE WITH THE COMMON LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 24 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 25.26 FEET TO A 5/8-INCH ROD FOUND, AND
2) SOUTH 20 DEGREES 50 MINUTES 26 SECONDS EAST, A DISTANCE OF 602.72 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 38.49 FEET, A RADIUS OF 24.50 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 31 SECONDS, AND A CHORD THAT BEARS SOUTH 24 DEGREES 09 MINUTES 49 SECONDS WEST, A DISTANCE OF 34.65 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) SOUTH 69 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 92.37 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 46.80 FEET, A RADIUS OF 465.50 FEET, A DELTA ANGLE OF 05 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD THAT BEARS SOUTH 72 DEGREES 02 MINUTES 54 SECONDS WEST, A DISTANCE OF 46.78 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) NORTH 58 DEGREES 58 MINUTES 26 SECONDS WEST, A DISTANCE OF 12.61 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 16.52 FEET, A RADIUS OF 456.50 FEET, A DELTA ANGLE OF 02 DEGREES 04 MINUTES 25 SECONDS, AND A CHORD THAT BEARS SOUTH 77 DEGREES 03 MINUTES 46 SECONDS WEST, A DISTANCE OF 16.52 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
6) NORTH 02 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 95.47 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) NORTH 18 DEGREES 23 MINUTES 52 SECONDS WEST, A DISTANCE OF 176.29 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
8) NORTH 29 DEGREES 53 MINUTES 15 SECONDS WEST, A DISTANCE OF 98.40 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
9) NORTH 03 DEGREES 28 MINUTES 42 SECONDS EAST, A DISTANCE OF 99.45 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
10) NORTH 21 DEGREES 57 MINUTES 28 SECONDS WEST, A DISTANCE OF 58.82 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
11) NORTH 27 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 53.31 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
12) NORTH 36 DEGREES 05 MINUTES 52 SECONDS WEST, A DISTANCE OF 52.69 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
13) NORTH 37 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 36.72 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHWESTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109;

THENCE NORTH 68 DEGREES 37 MINUTES 41 SECONDS EAST, WITH THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109, A DISTANCE OF 113.61 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.243 ACRES, MORE OR LESS.

EXHIBIT "A"

PART 5 – 1.016 ACRES

BEING A 1.016 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH ROD WITH ALUM CAP "TX DEPT TRANS" FOUND (GRID N: 10,177,810.07 GRID E: 3,163,383.54) ON THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE (VARIABLE WIDTH RIGHT-OF-WAY), FOR A COMMON CORNER OF SAID 111.825 ACRE TRACT AND A CALLED 113.02 ACRE TRACT, CONVEYED TO HUTTO ISD AND RECORDED IN DOCUMENT NO. 2023072818, (O.P.R.W.C.TX.);

THENCE SOUTH 87 DEGREES 02 MINUTES 32 SECONDS WEST, WITH THE COMMON LINE OF SAID 111.825 ACRE TRACT AND SAID 113.02 ACRE TRACT, A DISTANCE OF 197.07 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, FROM WHICH A 1/2-INCH ROD FOUND BEARS SOUTH 87 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 9.88 FEET;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 05 DEGREES 56 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.60 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) NORTH 10 DEGREES 16 MINUTES 52 SECONDS WEST, A DISTANCE OF 43.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
3) NORTH 24 DEGREES 09 MINUTES 52 SECONDS WEST, A DISTANCE OF 28.99 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) NORTH 39 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 73.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) NORTH 31 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 4.58 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
6) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 60.02 FEET, A RADIUS OF 534.50 FEET, A DELTA ANGLE OF 06 DEGREES 26 MINUTES 01 SECONDS, AND A CHORD THAT BEARS NORTH 72 DEGREES 23 MINUTES 05 SECONDS EAST, A DISTANCE OF 59.99 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) NORTH 69 DEGREES 10 MINUTES 05 SECONDS EAST, A DISTANCE OF 92.38 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
8) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 38.48 FEET, A RADIUS OF 24.50 FEET, A DELTA ANGLE OF 89 DEGREES 59 MINUTES 29 SECONDS, AND A CHORD THAT BEARS SOUTH 65 DEGREES 50 MINUTES 11 SECONDS EAST, A DISTANCE OF 34.65 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE;

(INTENTIONALLY LEFT BLANK)

EXHIBIT "A"

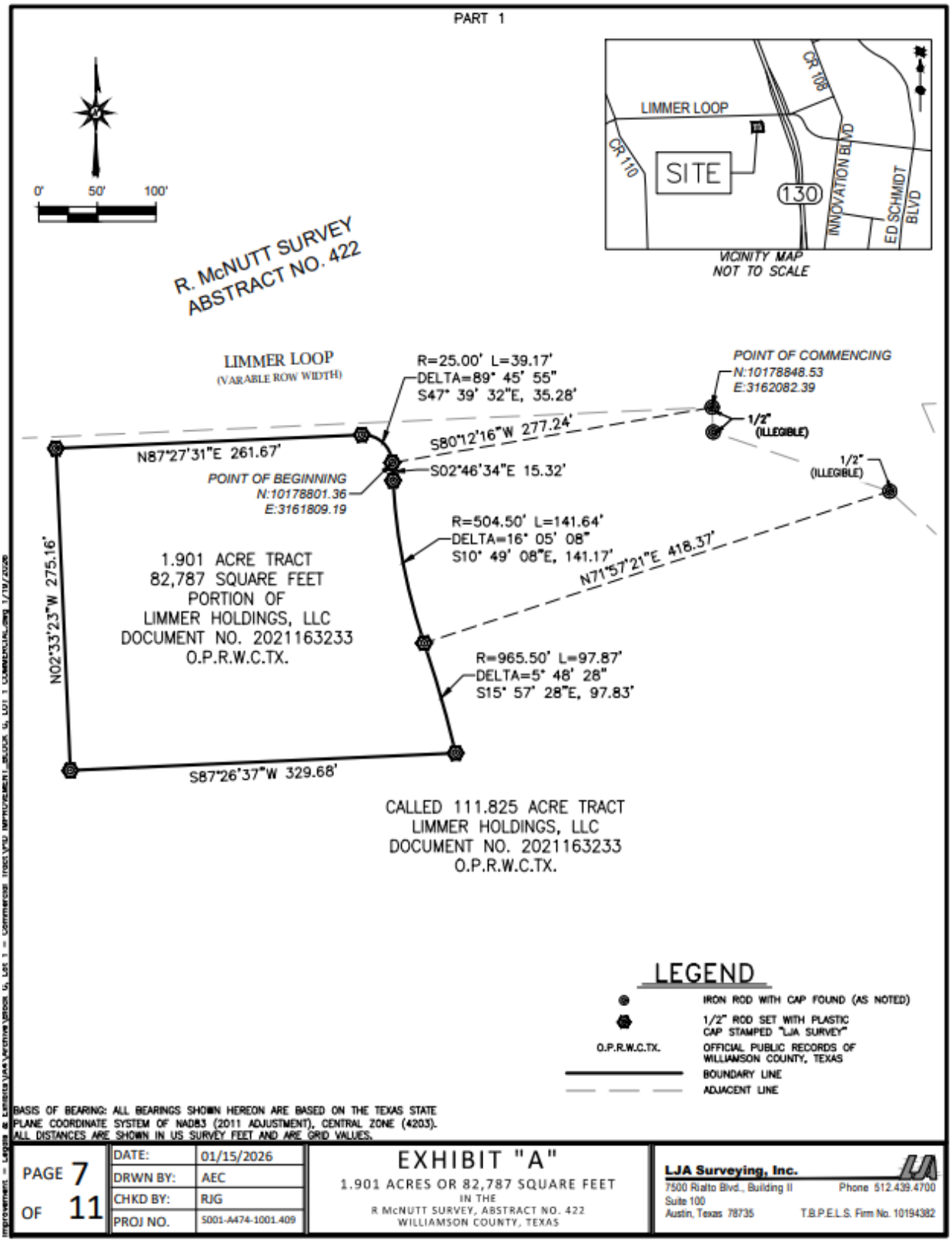
THENCE SOUTH 20 DEGREES 50 MINUTES 26 SECONDS EAST, WITH THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE, A DISTANCE OF 265.57 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.016 ACRES, MORE OR LESS.

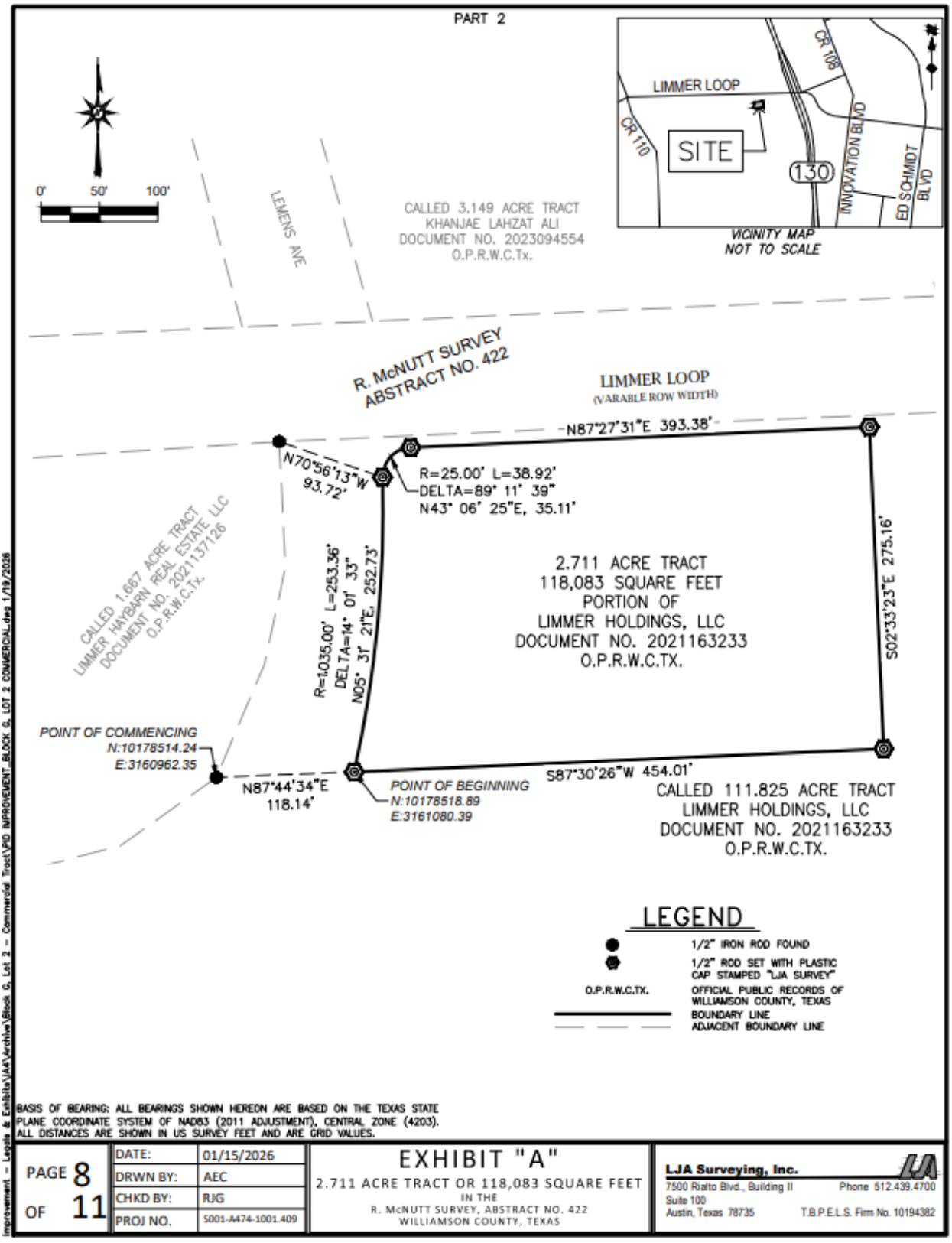
PART 1 – 1.901 ACRES
PART 2 – 2.711 ACRES
PART 3 – 2.683 ACRES
PART 4 – 2.243 ACRES
PART 5 – 1.016 ACRES
TOTAL – 10.554 ACRES

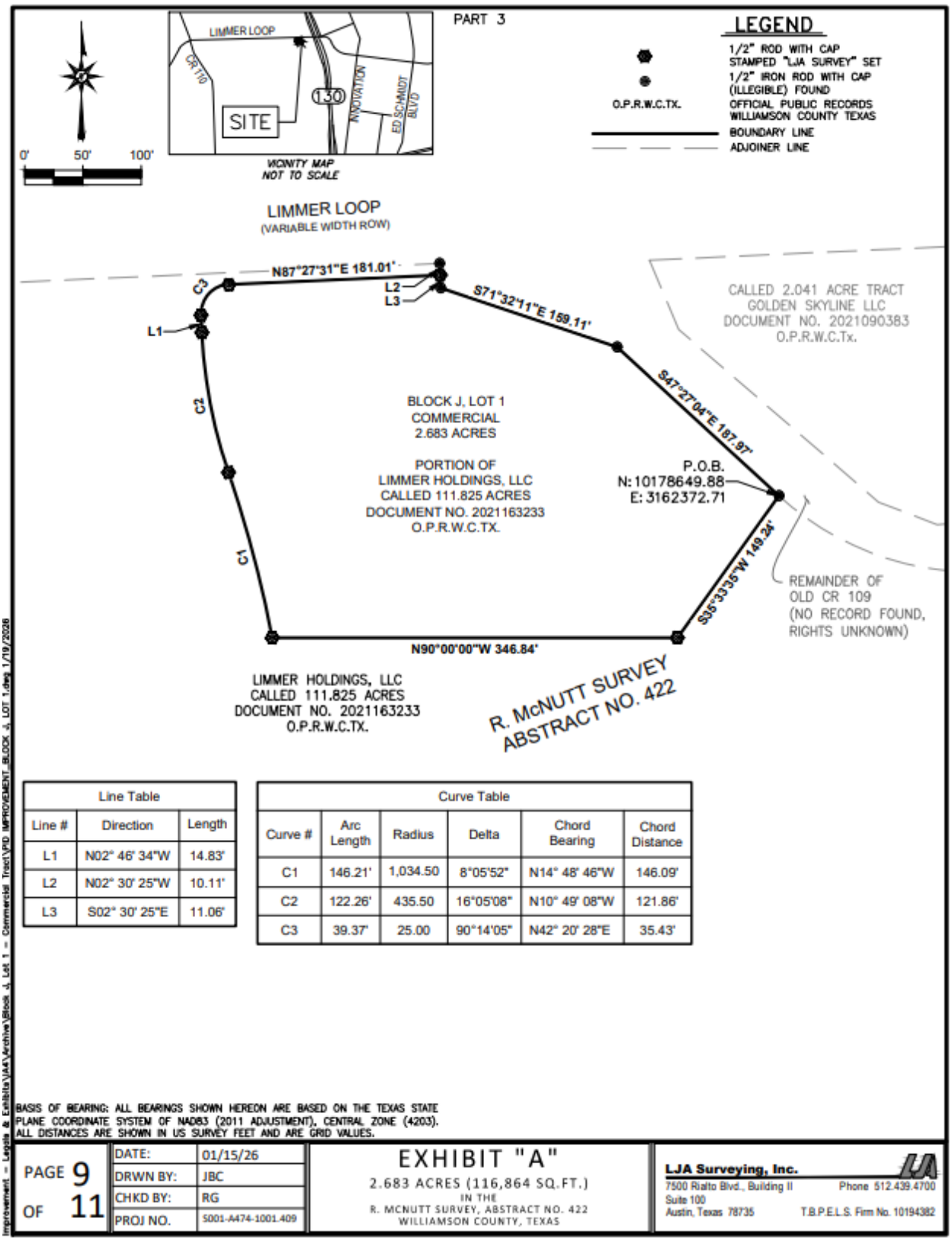
Bearing Basis: All bearings based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), NAD83. All distances shown are grid values.

Robert Gertson
Texas Registered Professional Land Surveyor No. 6367
LJA Surveying
7500 Rialto Blvd, Bldg. II, Ste. 100
Austin, TX 78748
TBPELS No. 10194382

19 January 2026


PART 1
0'
50'
100'
R. McNUTT SURVEY
ABSTRACT NO. 422
LIMMER LOOP
CR 108
CR 110
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
LIMMER LOOP
(VARIABLE ROW WIDTH)
R=25.00' L=39.17'
DELTA=89° 45' 55"
S47° 39' 32"E, 35.28'
POINT OF COMMENCING
N:10178848.53
E:3162082.39
1/2"
(ILLEGIBLE)
S80°12'16"W 277.24'
N87°27'31"E 261.67'
S02°46'34"E 15.32'
POINT OF BEGINNING
N:10178801.36
E:3161809.19
1/2"
(ILLEGIBLE)
R=504.50' L=141.64'
DELTA=16° 05' 08"
S10° 49' 08"E, 141.17'
N71°57'21"E 418.37'
1.901 ACRE TRACT
82,787 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
N02°33'23"W 275.16'
R=965.50' L=97.87'
DELTA=5° 48' 28"
S15° 57' 28"E, 97.83'
S87°26'37"W 329.68'
CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
LEGEND
IRON ROD WITH CAP FOUND (AS NOTED)
1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
O.P.R.W.C.TX.
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
BOUNDARY LINE
ADJACENT LINE
BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.
PAGE 7 OF 11
DATE: 01/15/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. 5001-A474-1001.409
EXHIBIT "A"
1.901 ACRES OR 82,787 SQUARE FEET
IN THE
R McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382


PART 2
0'
50'
100'
LEMENS AVE
CALLED 3.149 ACRE TRACT
KHANJAE LAHZAT ALI
DOCUMENT NO. 2023094554
O.P.R.W.C.Tx.
LIMMER LOOP
CR 108
CR 110
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
R. McNUTT SURVEY
ABSTRACT NO. 422
LIMMER LOOP
(VARIABLE ROW WIDTH)
N87°27'31"E 393.38'
N70°56'13"W
93.72'
R=25.00' L=38.92'
DELTA=89° 11' 39"
N43° 06' 25"E, 35.11'
CALLED 1.667 ACRE TRACT
LIMMER HAYBARN REAL ESTATE LLC
DOCUMENT NO. 2021137126
O.P.R.W.C.Tx.
R=1,035.00' L=253.36'
DELTA=14° 01' 33"
N05° 31' 21"E, 252.73'
2.711 ACRE TRACT
118,083 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
S02°33'23"E 275.16'
POINT OF COMMENCING
N:10178514.24
E:3160962.35
N87°44'34"E
118.14'
POINT OF BEGINNING
N:10178518.89
E:3161080.39
S87°30'26"W 454.01'
CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
LEGEND
1/2" IRON ROD FOUND
1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
O.P.R.W.C.TX.
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
BOUNDARY LINE
ADJACENT BOUNDARY LINE
BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.
PAGE 8 OF 11
DATE: 01/15/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. S001-A474-1001.409
EXHIBIT "A"
2.711 ACRE TRACT OR 118,083 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382
Improvement - Legals & Exhibits\AAE\Archive\Block G, Lot 2 - Commercial Tract\PID IMPROVEMENT_BLOCK G, LOT 2 COMMERCIAL.dwg 1/19/2026



Line Table		
Line #	Direction	Length
L1	N02° 46' 34"W	14.83'
L2	N02° 30' 25"W	10.11'
L3	S02° 30' 25"E	11.06'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	146.21'	1,034.50	8°05'52"	N14° 48' 46"W	146.09'
C2	122.26'	435.50	16°05'08"	N10° 49' 08"W	121.86'
C3	39.37'	25.00	90°14'05"	N42° 20' 28"E	35.43'

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

PAGE 9 OF 11

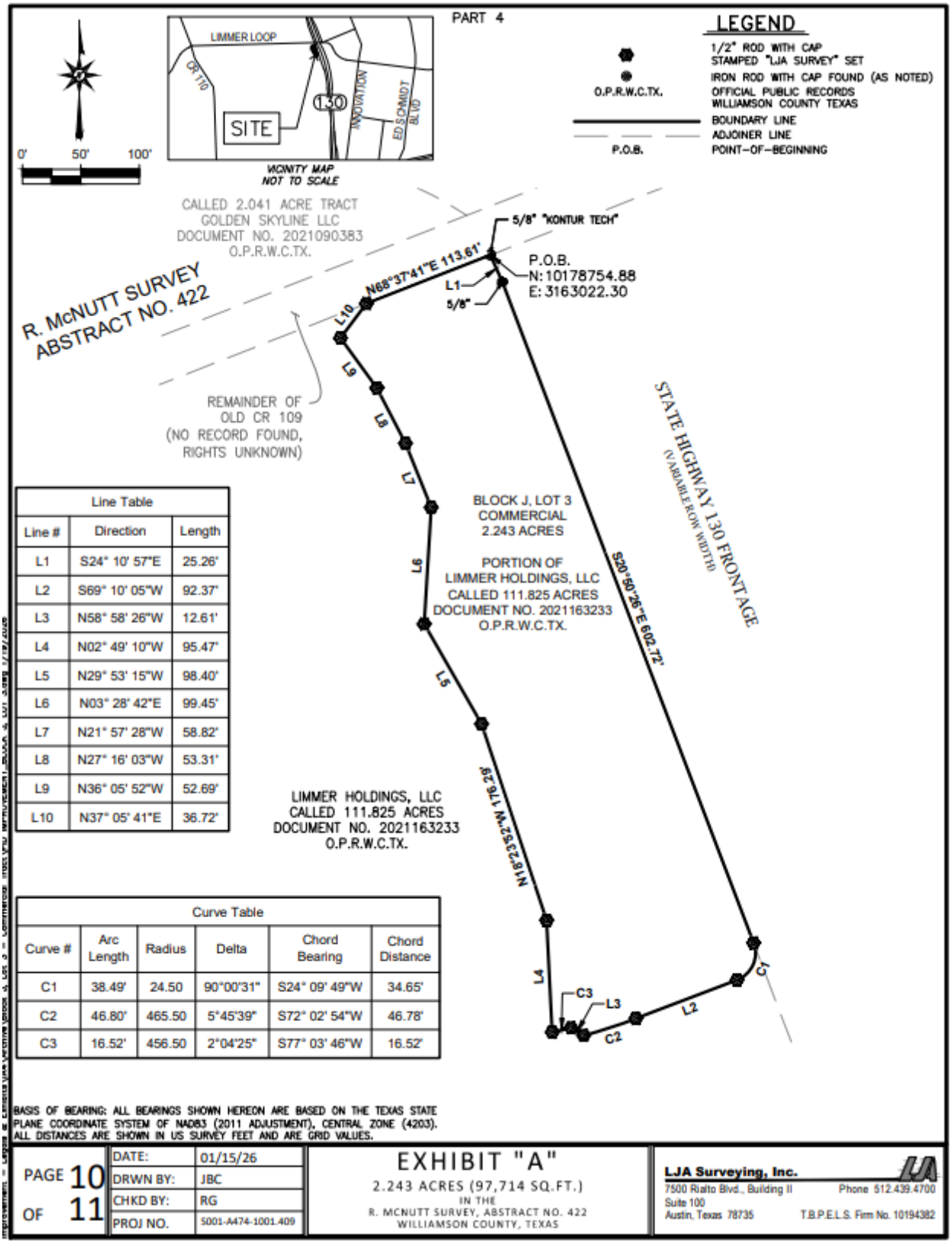
DATE:	01/15/26
DRWN BY:	JBC
CHKD BY:	RG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"

2.683 ACRES (116,864 SQ.FT.)
IN THE
R. MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

Improvement - Legals & Exhibits\AA\Archive\Block J, Lot 1 - Commercial Tract\PID IMPROVEMENT_BLOCK J, LOT 1.dwg 1/19/2026



Line Table		
Line #	Direction	Length
L1	S24° 10' 57"E	25.26'
L2	S69° 10' 05"W	92.37'
L3	N58° 58' 26"W	12.61'
L4	N02° 49' 10"W	95.47'
L5	N29° 53' 15"W	98.40'
L6	N03° 28' 42"E	99.45'
L7	N21° 57' 28"W	58.82'
L8	N27° 16' 03"W	53.31'
L9	N36° 05' 52"W	52.69'
L10	N37° 05' 41"E	36.72'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	38.49'	24.50	90°00'31"	S24° 09' 49"W	34.65'
C2	46.80'	465.50	5°45'39"	S72° 02' 54"W	46.78'
C3	16.52'	456.50	2°04'25"	S77° 03' 46"W	16.52'

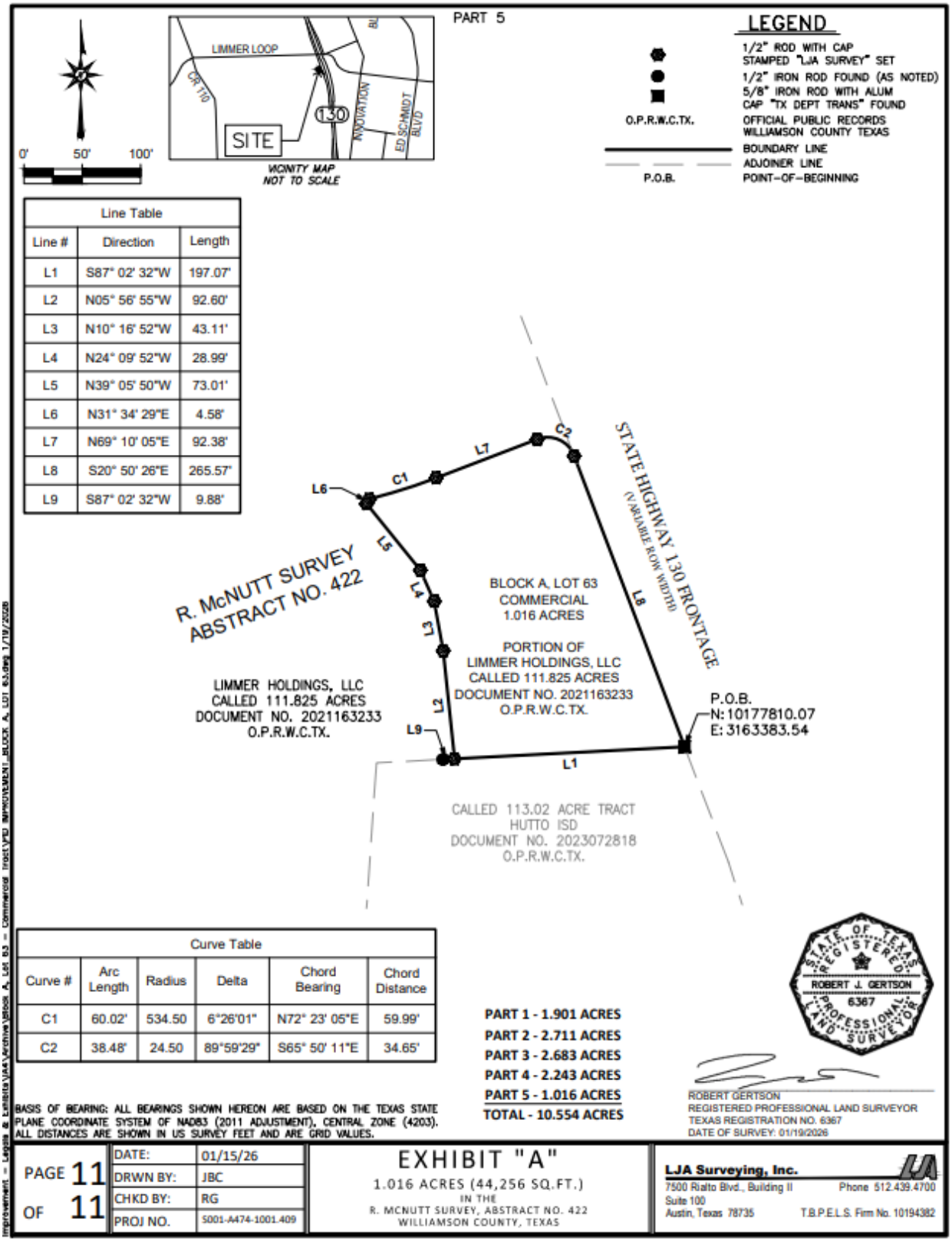
BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

PAGE 10 OF 11

DATE:	01/15/26
DRWN BY:	JBC
CHKD BY:	RG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"
2.243 ACRES (97,714 SQ.FT.)
IN THE
R. MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382


PART 5
LEGEND
1/2" ROD WITH CAP STAMPED "LJA SURVEY" SET
1/2" IRON ROD FOUND (AS NOTED)
5/8" IRON ROD WITH ALUM CAP "TX DEPT TRANS" FOUND
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
BOUNDARY LINE
ADJOINER LINE
P.O.B. POINT-OF-BEGINNING
0' 50' 100'
LIMMER LOOP
CR 110
SITE
130
INNOVATION
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
Line Table
Line # | Direction | Length
L1 | S87° 02' 32"W | 197.07'
L2 | N05° 56' 55"W | 92.60'
L3 | N10° 16' 52"W | 43.11'
L4 | N24° 09' 52"W | 28.99'
L5 | N39° 05' 50"W | 73.01'
L6 | N31° 34' 29"E | 4.58'
L7 | N69° 10' 05"E | 92.38'
L8 | S20° 50' 26"E | 265.57'
L9 | S87° 02' 32"W | 9.88'
STATE HIGHWAY 130 FRONTAGE
(VARIABLE ROW WIDTH)
R. McNUTT SURVEY
ABSTRACT NO. 422
BLOCK A, LOT 63
COMMERCIAL
1.016 ACRES
PORTION OF
LIMMER HOLDINGS, LLC
CALLED 111.825 ACRES
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
LIMMER HOLDINGS, LLC
CALLED 111.825 ACRES
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
P.O.B.
N: 10177810.07
E: 3163383.54
CALLED 113.02 ACRE TRACT
HUTTO ISD
DOCUMENT NO. 2023072818
O.P.R.W.C.TX.
Curve Table
Curve # | Arc Length | Radius | Delta | Chord Bearing | Chord Distance
C1 | 60.02' | 534.50 | 6°26'01" | N72° 23' 05"E | 59.99'
C2 | 38.48' | 24.50 | 89°59'29" | S65° 50' 11"E | 34.65'
PART 1 - 1.901 ACRES
PART 2 - 2.711 ACRES
PART 3 - 2.683 ACRES
PART 4 - 2.243 ACRES
PART 5 - 1.016 ACRES
TOTAL - 10.554 ACRES
STATE OF TEXAS REGISTERED ROBERT J. GERTSON 6367 PROFESSIONAL LAND SURVEYOR
ROBERT GERTSON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6367
DATE OF SURVEY: 01/19/2026
BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.
PAGE 11 OF 11
DATE: 01/15/26
DRWN BY: JBC
CHKD BY: RG
PROJ NO. S001-A474-1001.409
EXHIBIT "A"
1.016 ACRES (44,256 SQ.FT.)
IN THE
R. MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

TEXAS PROFESSIONAL SURVEYING, LLC.
3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION
16.351 ACRES
IN THE ROBERT MCNUTT SURVEY, ABSTRACT NUMBER 422
WILLIAMSON COUNTY, TEXAS

BEING a 16.351 acre tract of land situated in the Robert McNutt Survey, Abstract Number 422, Williams County, Texas, being a portion of that certain called 111.825 acre tract described in instrument to Limmer Holdings, LLC., recorded under Clerk's File Number 2021163233 Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), said 16.351 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap found in an arc of a curve to the left in the the southerly margin of said County Road 109 (Limmer Loop), the northerly line said 111.825 acre tract for a northwesterly corner of the herein described 16.351 acre tract, from which a ½ inch iron rod found in the southerly margin of said County Road 109, for the northwesterly corner of said 111.825 acre tract bears, North 83°38'42" West, 1364.92 feet, said **POINT OF BEGINNING**, having a Texas State Plane Coordinate value of N: **10,178,649.88**, E: **3,162,372.72**, Central Zone, grid measurements;

THENCE with the southerly line of County Road 109 as mentioned in said instrument to Limmer Holdings, LLC., the northerly line said 111.825 acre tract, the following three (3) courses and distances:

1. Southeasterly, 76.75 feet, with the arc of said curve to the left, having a radius of 248.29 feet, a central angle of 63°51'51", and a chord that bears South 79°25'16" East, 262.65 feet, to a ½ inch iron calculated point for the end of said curve;
2. North 68°28'05" East, 75.99 feet, to a ½ inch iron rod with cap found for corner;
3. North 68°39'38" East, 230.77 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the northeasterly corner of the herein described 16.351 acre tract;

THENCE, severing, over and across said 111.825 acre tract, the following twenty-two (22) courses and distances:

1. South 37°05'41" West, 36.77 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 36°05'52" East, 52.69 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 27°16'03" East, 53.31 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
4. South 21°57'28" East, 58.82 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
5. South 03°28'42" West, 99.45 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
6. South 29°53'15" East, 98.40 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
7. South 18°23'52" East, 176.29 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
8. South 02°49'10" East, 95.47 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
9. Southwesterly, 6.74 feet, with the arc of said curve to the right, having a radius of 456.50 feet, a central angle of 00°50'46", and a chord that bears South 78°31'22" West, 6.74 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the right;
10. South 78°56'45" West, 79.28 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
11. South 33°56'45" West, 12.73 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
12. South 78°56'45" West, 163.24 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the left;

13. Southwesterly 224.19 feet, with the arc of said curve to the left, having a radius of 784.50 feet, a central angle of 16°22'26", and a chord that bears South 70°45'32" West, 223.43 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the left;
14. South 62°34'19" West, 134.28 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
15. Southwesterly 134.11 feet, with the arc of said curve to the right, having a radius of 715.50 feet, a central angle of 10°44'23", and a chord that bears South 67°56'31" West, 133.92 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the right;
16. South 73°18'42" West, 231.85 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
17. Northwesterly 157.87 feet, with the arc of said curve to the right, having a radius of 100.50 feet, a central angle of 90°00'00", and a chord that bears North 61°41'18" West, 142.13 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the right;
18. North 16°41'18" West, 141.36 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
19. Northwesterly 267.87 feet, with the arc of said curve to the right, having a radius of 715.50 feet, a central angle of 21°27'00", and a chord that bears North 05°57'48" West, 266.30 feet, to a calculated point for the beginning of a reverse curve to the left;
20. Northwesterly 280.32 feet, with the arc of said reverse curve to the left, having a radius of 1034.50 feet, a central angle of 15°31'32", and a chord that bears North 03°00'04" West, 279.46 feet, to a 1calculated point for the northwesterly corner of the herein described 16.351 acre tract;
21. North 90°00'00" East, 346.84 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
22. North 35°33'48" East, 149.25 feet, the **POINT OF BEGINNING** and containing a computed area of 16.351 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on May 12, 2025, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and referenced to Survey Drawing Project 40064.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

December 5, 2025
Date

Thomas A. McIntyre
R.P.L.S. No. 6921

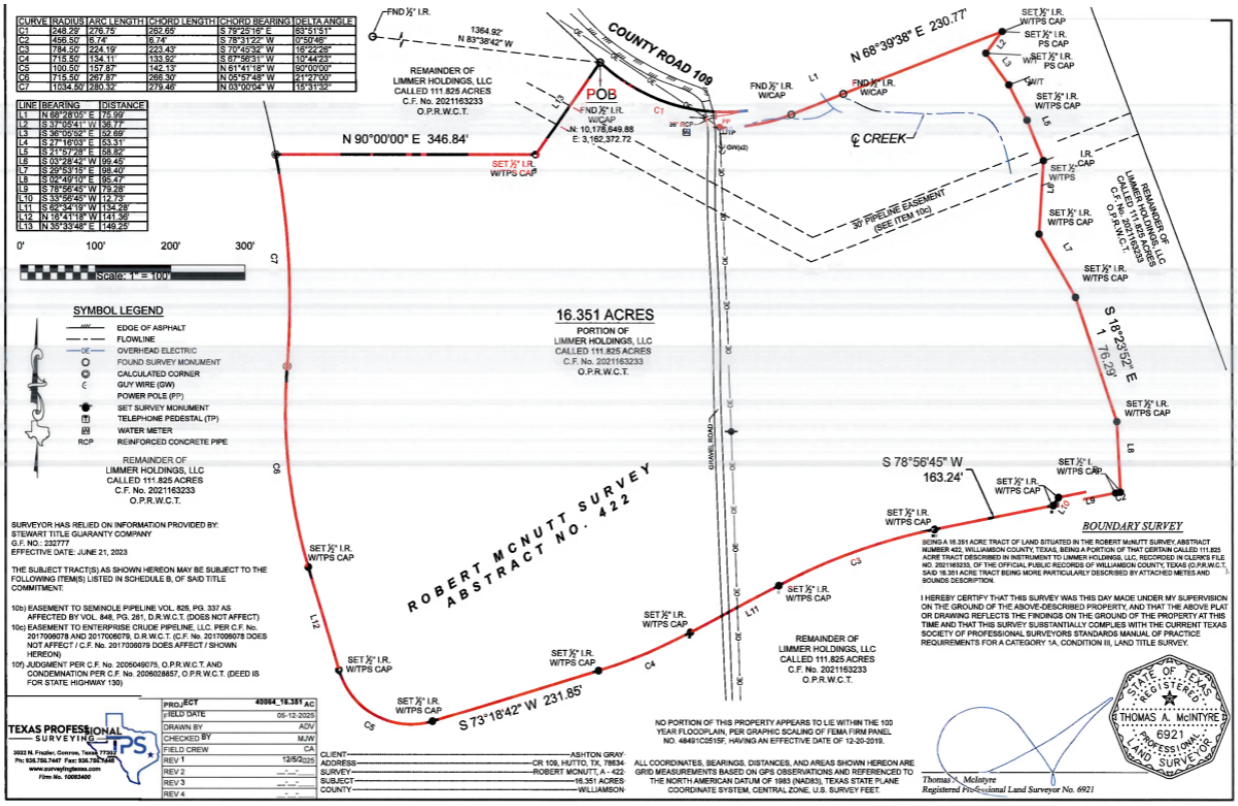

COUNTY ROAD 109
POB
N 10,178,849.88
E: 3,162,372.72
N 90°00'00" E 346.84'
N 68°39'38" E 230.77'
℄ CREEK
30' PIPELINE EASEMENT (SEE ITEM 10c)
S 16°23'52" E 76.29'
S 78°56'45" W 163.24'
S 73°18'42" W 231.85'
16.351 ACRES
PORTION OF LIMMER HOLDINGS, LLC CALLED 111.825 ACRES C.F. No. 2021163233 O.P.R.W.C.T.
REMAINDER OF LIMMER HOLDINGS, LLC CALLED 111.825 ACRES C.F. No. 2021163233 O.P.R.W.C.T.
ROBERT MCNUTT SURVEY ABSTRACT NO. 422
GRAVEL ROAD
SYMBOL LEGEND
EDGE OF ASPHALT
FLOWLINE
OVERHEAD ELECTRIC
FOUND SURVEY MONUMENT
CALCULATED CORNER
GUY WIRE (GW)
POWER POLE (PP)
SET SURVEY MONUMENT
TELEPHONE PEDESTAL (TP)
WATER METER
REINFORCED CONCRETE PIPE
SURVEYOR HAS RELIED ON INFORMATION PROVIDED BY: STEWART TITLE GUARANTY COMPANY
G.F. NO.: 232777
EFFECTIVE DATE: JUNE 21, 2023
THE SUBJECT TRACT(S) AS SHOWN HEREON MAY BE SUBJECT TO THE FOLLOWING ITEM(S) LISTED IN SCHEDULE B, OF SAID TITLE COMMITMENT:
10b) EASEMENT TO SEMINOLE PIPELINE VOL. 825, PG. 337 AS AFFECTED BY VOL. 848, PG. 281, D.R.W.C.T. (DOES NOT AFFECT)
10c) EASEMENT TO ENTERPRISE CRUDE PIPELINE, LLC. PER C.F. No. 2017006078 AND 2017006079, D.R.W.C.T. (C.F. No. 2017006078 DOES NOT AFFECT / C.F. No. 2017006079 DOES AFFECT / SHOWN HEREON)
10f) JUDGMENT PER C.F. No. 2005049075, O.P.R.W.C.T. AND CONDEMNATION PER C.F. No. 2006028857, O.P.R.W.C.T. (DEED IS FOR STATE HIGHWAY 130)
BOUNDARY SURVEY
BEING A 16.351 ACRE TRACT OF LAND SITUATED IN THE ROBERT McNUTT SURVEY, ABSTRACT NUMBER 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 111.825 ACRE TRACT DESCRIBED IN INSTRUMENT TO LIMMER HOLDINGS, LLC, RECORDED IN CLERK'S FILE NO. 2021163233, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T. SAID 16.351 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY ATTACHED METES AND BOUNDS DESCRIPTION.
I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE UNDER MY SUPERVISION ON THE GROUND OF THE ABOVE-DESCRIBED PROPERTY, AND THAT THE ABOVE PLAT OR DRAWING REFLECTS THE FINDINGS ON THE GROUND OF THE PROPERTY AT THIS TIME AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION III, LAND TITLE SURVEY.
NO PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN, PER GRAPHIC SCALING OF FEMA FIRM PANEL NO. 48491C0515F, HAVING AN EFFECTIVE DATE OF 12-20-2019.
ALL COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET.
Thomas A. McIntyre
Registered Professional Land Surveyor No. 6921
STATE OF TEXAS REGISTERED THOMAS A. McINTYRE 6921 PROFESSIONAL LAND SURVEYOR
TEXAS PROFESSIONAL SURVEYING TPS
3932 N. Frazier, Conroe, Texas 77303
Ph: 936.756.7447 Fax: 936.756.7448
www.surveyingtexas.com
Firm No. 10083400
PROJECT 40064_16.351 AC
FIELD DATE 05-12-2025
DRAWN BY ADV
CHECKED BY MJW
FIELD CREW CA
REV 1 12/5/2025
REV 2
REV 3
REV 4
CLIENT ASHTON GRAY
ADDRESS CR 109, HUTTO, TX, 78634
SURVEY ROBERT MCNUTT, A - 422
SUBJECT 16.351 ACRES
COUNTY WILLIAMSON

EXHIBIT J-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

R. McNutt Survey, Abstract No. 422
Willaimson County, Texas

January 09, 2029
S001-A474-1001.409

EXHIBIT "A"

BEING A 23.404 ACRE TRACT OF LAND (1,019,458 SQUARE FEET) SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH ROD WITH CAP STAMPED "KONTUR TECH" FOUND (GRID N: 10178135.15, GRID: 3160864.80) FOR A WESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT AND THE EASTERN RIGHT-OF-WAY LINE OF HAYBARN LANE (70 FOOT RIGHT-OF-WAY WIDTH);

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, NORTH 70 DEGREES 35 MINUTES 14 SECONDS EAST, A DISTANCE OF 67.33 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, BEING A WESTERN ANGLE CORNER AND **POINT OF BEGINNING** (GRID N: 10178157.53, GRID E: 3160928.30) OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. NORTH 29 DEGREES 09 MINUTES 51 SECONDS EAST, A DISTANCE OF 93.47 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
2. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 300.39 FEET, A RADIUS OF 1035.00 FEET, A DELTA ANGLE OF16 DEGREES 37 MINUTES 45 SECONDS, AND A CHORD THAT BEARS NORTH 20 DEGREES 50 MINUTES 59 SECONDS EAST, A DISTANCE OF 299.34 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, FROM WHICH A 1/2-INCH ROD FOUND FOR A WESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT, THE SAME BEING AN EASTERN ANGLE CORNER OF A CALLED 1.667 ACRE TRACT CONVEYED TO LIMMER HAYBARN REAL ESTATE LLC, RECORDED IN DOCUMENT NUMBER 2021137126, O.P.R.W.C.TX., BEARS SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.14 FEET,
3. NORTH 87 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 454.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4. NORTH 87 DEGREES 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 329.68 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
5. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 300.21 FEET, A RADIUS OF 965.50 FEET, A DELTA ANGLE OF 17 DEGREES 48 MINUTES 56 SECONDS, AND A CHORD THAT BEARS SOUTH 04 DEGREES 08 MINUTES 46 SECONDS EAST, A DISTANCE OF 299.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
6. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 293.70 FEET, A RADIUS OF 784.50 FEET, A DELTA ANGLE OF 21 DEGREES 27 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 05 DEGREES 57 MINUTES 48 SECONDS EAST, A DISTANCE OF 291.98 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
7. SOUTH 16 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 112.88 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
8. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 234.69 FEET, A RADIUS OF 180.50 FEET, A DELTA ANGLE OF 74 DEGREES 29 MINUTES 50 SECONDS, AND A CHORD THAT BEARS SOUTH 20 DEGREES 33 MINUTES 37 SECONDS WEST, A DISTANCE OF 218.50 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
9. SOUTH 57 DEGREES 48 MINUTES 31 SECONDS WEST, A DISTANCE OF 235.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
10. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 235.40 FEET, A RADIUS OF 465.50 FEET, A DELTA ANGLE OF 28 DEGREES 58 MINUTES 25 SECONDS, AND A CHORD THAT BEARS

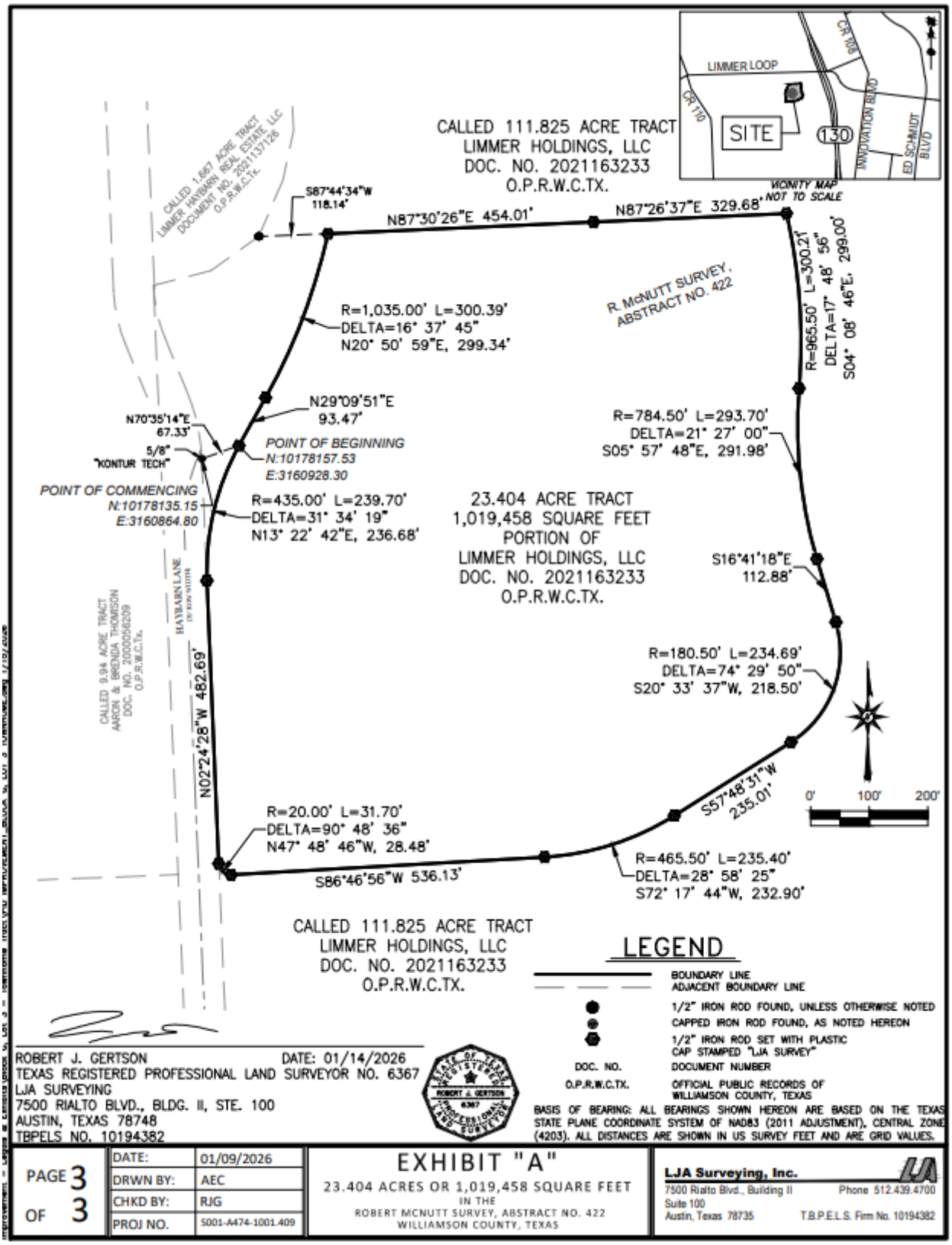
SOUTH 72 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 232.90 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,

11. SOUTH 86 DEGREES 46 MINUTES 56 SECONDS WEST, A DISTANCE OF 536.13 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
12. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.70 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90 DEGREES 48 MINUTES 36 SECONDS, AND A CHORD THAT BEARS NORTH 47 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 28.48 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
13. NORTH 02 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 482.69 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
14. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 239.70 FEET, A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 31 DEGREES 34 MINUTES 19 SECONDS, AND A CHORD THAT BEARS NORTH 13 DEGREES 22 MINUTES 42 SECONDS EAST, A DISTANCE OF 236.68 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 23.404 ACRES, MORE OR LESS.

Basis of Bearing: All bearings shown are based on the Texas State Plane Coordinate System of NAD83 (2011 Adjustment), Central Zone (4203). All distances are shown in Grid values.

01/15/2026

Robert Gertson
Texas Registered Professional Land Surveyor No. 6367
LJA Surveying
7500 Rialto Blvd, Bldg II, Ste. 100
Austin, Texas 78748
TBPELS No. 10194382


CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
VICINITY MAP
NOT TO SCALE
LIMMER LOOP
CR 110
CR 108
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
CALLED 1.687 ACRE TRACT
LIMMER HAYBARN REAL ESTATE, LLC
DOCUMENT NO. 2021137126
O.P.R.W.C.TX.
S87°44'34"W
118.14'
N87°30'26"E 454.01'
N87°26'37"E 329.68'
R. McNUTT SURVEY,
ABSTRACT NO. 422
R=1,035.00' L=300.39'
DELTA=16° 37' 45"
N20° 50' 59"E, 299.34'
R=965.50' L=300.21'
DELTA=17° 48' 56"
S04° 08' 46"E, 299.00'
N29°09'51"E
93.47'
N70°35'14"E
67.33'
5/8"
"KONTUR TECH"
POINT OF BEGINNING
N:10178157.53
E:3160928.30
POINT OF COMMENCING
N:10178135.15
E:3160864.80
R=784.50' L=293.70'
DELTA=21° 27' 00"
S05° 57' 48"E, 291.98'
R=435.00' L=239.70'
DELTA=31° 34' 19"
N13° 22' 42"E, 236.68'
23.404 ACRE TRACT
1,019,458 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
S16°41'18"E
112.88'
CALLED 9.94 ACRE TRACT
AARON & BRENDA THOMSON
DOC. NO. 2000056209
O.P.R.W.C.TX.
HAYBARN LANE
(80' R.O.W.)
N02°24'28"W 482.69'
R=180.50' L=234.69'
DELTA=74° 29' 50"
S20° 33' 37"W, 218.50'
S57°48'31"W
235.01'
0'
100'
200'
R=20.00' L=31.70'
DELTA=90° 48' 36"
N47° 48' 46"W, 28.48'
S86°46'56"W 536.13'
R=465.50' L=235.40'
DELTA=28° 58' 25"
S72° 17' 44"W, 232.90'
CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
LEGEND
BOUNDARY LINE
ADJACENT BOUNDARY LINE
1/2" IRON ROD FOUND, UNLESS OTHERWISE NOTED
CAPPED IRON ROD FOUND, AS NOTED HEREON
1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO. DOCUMENT NUMBER
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.
ROBERT J. GERTSON DATE: 01/14/2026
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6367
LJA SURVEYING
7500 RIALTO BLVD., BLDG. II, STE. 100
AUSTIN, TEXAS 78748
TBPELS NO. 10194382
STATE OF TEXAS REGISTERED ROBERT J. GERTSON 6367 PROFESSIONAL LAND SURVEYOR
PAGE 3 OF 3
DATE: 01/09/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. 5001-A474-1001.409
EXHIBIT "A"
23.404 ACRES OR 1,019,458 SQUARE FEET
IN THE
ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

R. McNutt Survey, Abstract No. 422
Williamson County, Texas

January 12, 2026
LJAS001-A474-1001.409

EXHIBIT "A"

BEING A 52.795 ACRE TRACT OF LAND (2,299,739 SQUARE FEET) SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH ROD WITH ILLEGIBLE CAP FOUND (GRID N: 10177051.57, GRID E: 3160910.36) FOR A WESTERN CORNER OF SAID 111.825 ACRE TRACT, BEING IN THE EASTERN RIGHT-OF-WAY LINE OF HAYBARN LANE (70 FOOT RIGHT-OF-WAY WIDTH) AND ALSO BEING THE NORTHWESTERN CORNER OF LOT 12, BLOCK A OF GREEN HAVEN SUBDIVISION, PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2012003555 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A WESTERN CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE WESTERN LINE OF SAID 111.825 ACRE TRACT, SAME BEING THE EASTERN RIGHT-OF-WAY LINE OF SAID HAYBARN LANE, NORTH 02 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 284.78 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING THIRTY (30) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.13 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 89 DEGREES 11 MINUTES 24 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 28.08 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2. NORTH 86 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 407.14 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
3. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.42 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 48 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 28.28 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4. NORTH 86 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

5. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.42 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 28.28 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
6. NORTH 86 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 40.53 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
7. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 270.29 FEET, A RADIUS OF 534.50 FEET, A DELTA ANGLE 28 DEGREES 58 MINUTES 25 SECONDS, AND A CHORD THAT BEARS NORTH 72 DEGREES 17 MINUTES 44 SECONDS EAST, A DISTANCE OF 267.42 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
8. NORTH 57 DEGREES 48 MINUTES 31 SECONDS EAST, A DISTANCE OF 277.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
9. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 121.34 FEET, A RADIUS OF 71.50 FEET, A DELTA ANGLE OF 97 DEGREES 13 MINUTES 57 SECONDS, AND A CHORD THAT BEARS SOUTH 73 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 107.30 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
10. SOUTH 24 DEGREES 27 MINUTES 01 SECONDS EAST, A DISTANCE OF 69.95 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
11. NORTH 65 DEGREES 32 MINUTES 59 SECONDS EAST, A DISTANCE OF 69.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
12. NORTH 24 DEGREES 27 MINUTES 01 SECONDS WEST, A DISTANCE OF 69.27 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
13. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 122.00 FEET, A RADIUS OF 71.50 FEET, A DELTA ANGLE OF 97 DEGREES 45 MINUTES 43 SECONDS, AND A CHORD THAT BEARS NORTH 24 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 107.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
14. NORTH 73 DEGREES 18 MINUTES 42 SECONDS EAST, A DISTANCE OF 245.42 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
15. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 147.05 FEET, A RADIUS OF 784.50 FEET, A DELTA ANGLE OF 10 SECONDS 44 MINUTES 23 SECONDS, AND A CHORD THAT BEARS NORTH 67 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 146.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,

16. NORTH 62 DEGREES 34 MINUTES 19 SECONDS EAST, A DISTANCE OF 134.28 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
17. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 204.47 FEET, A RADIUS OF 715.50 FEET, A DELTA ANGLE OF 16 DEGREES 22 MINUTES 26 SECONDS, AND A CHORD THAT BEARS NORTH 70 DEGREES 45 MINUTES 32 SECONDS EAST, A DISTANCE OF 203.78 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
18. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 56.08 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
19. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.27 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 56 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
20. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
21. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.27 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 33 SECONDS 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
22. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 9.76 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
23. SOUTH 56 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 12.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
24. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 76.68 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
25. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 22.49 FEET, A RADIUS OF 543.50 FEET, A DELTA ANGLE OF 02 SECONDS 22 MINUTES 16 SECONDS, AND A CHORD THAT BEARS NORTH 77 DEGREES 45 MINUTES 37 SECONDS EAST, A DISTANCE OF 22.49 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
26. NORTH 31 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 8.26 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
27. SOUTH 39 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 73.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
28. SOUTH 24 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 28.99 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,

29. SOUTH 10 DEGREES 16 MINUTES 52 SECONDS EAST, A DISTANCE OF 43.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
30. SOUTH 05 DEGREES 56 MINUTES 55 SECONDS EAST, A DISTANCE OF 92.60 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON A SOUTHEASTERN LINE OF SAID 111.825 ACRE TRACT, THE SAME BEING THE NORTHERN LINE OF A CALLED 113.02 ACRE TRACT CONVEYED TO HUTTO ISD, RECORDED IN DOCUMENT NUMBER 2023072818, O.P.R.W.C.TX., FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE ALONG THE COMMON LINES OF SAID 111.825 ACRE TRACT AND SAID 113.02 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 87 DEGREES 02 MINUTES 32 SECONDS WEST, PASSING AT A DISTANCE OF 9.88 FEET A 1/2-INCH ROD FOUND, CONTINUING FOR A TOTAL DISTANCE OF 66.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
2. SOUTH 03 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 1835.20 FEET TO A 1/2-INCH ROD FOUND FOR THE SOUTHEASTERN CORNER OF SAID 111.825 ACRE TRACT, A WESTERN ANGLE CORNER OF SAID 113.02 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF LOT 6, BLOCK B OF SAID GREEN HAVEN SUBDIVISION, PHASE 1, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

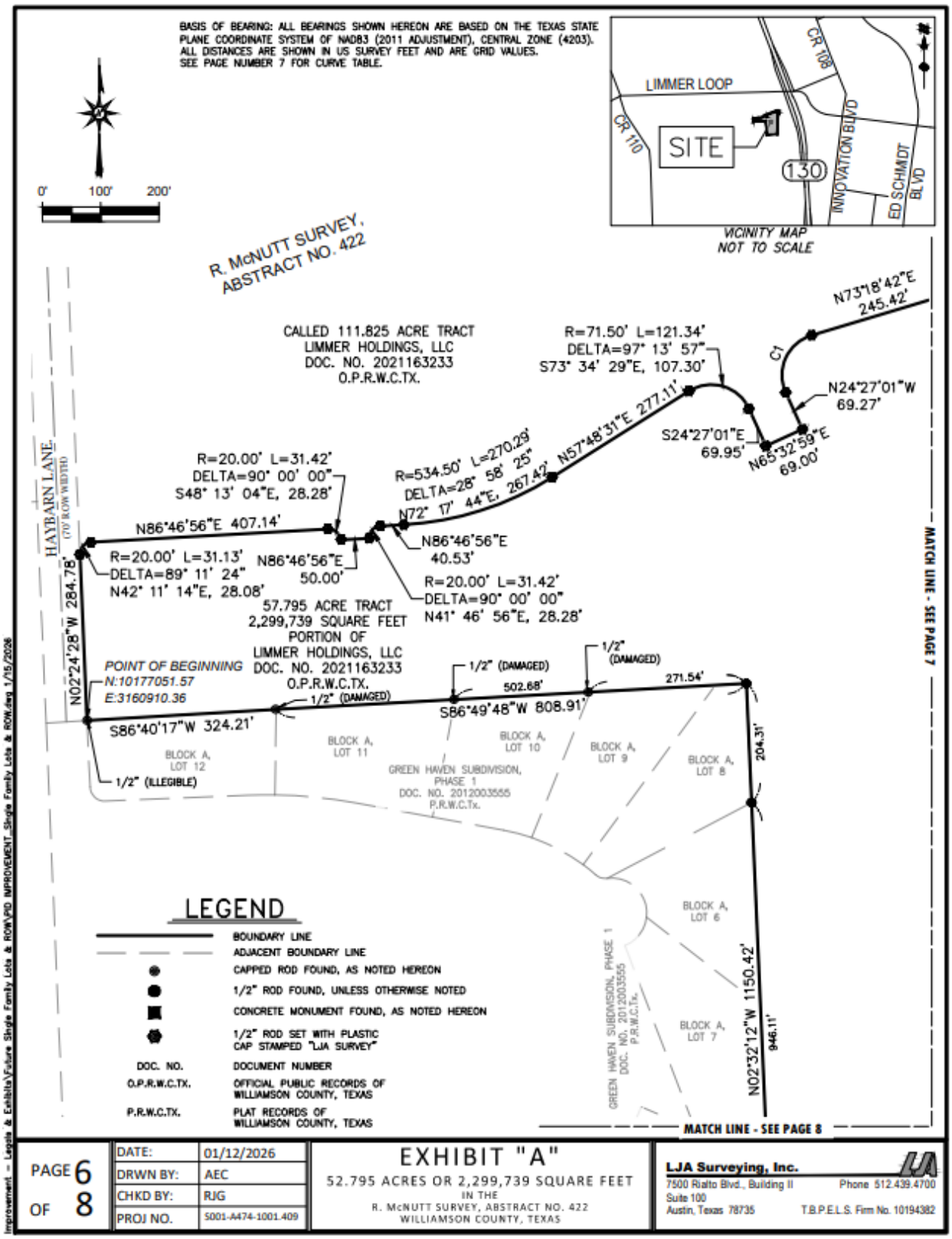
THENCE ALONG THE SOUTHERN LINE OF SAID 111.825 ACRE TRACT, SAME BEING THE NORTHERN LINE OF SAID LOT 6, NORTH 89 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 902.60 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "AUSTIN SURVEYORS" FOUND FOR THE SOUTHWESTERN CORNER OF SAID 111.825 ACRE TRACT, THE NORTHWESTERN CORNER OF SAID LOT 6 AND ALSO BEING AN EASTERN ANGLE CORNER OF LOT 7, BLOCK B OF SAID GREEN HAVEN SUBDIVISION, PHASE 1, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

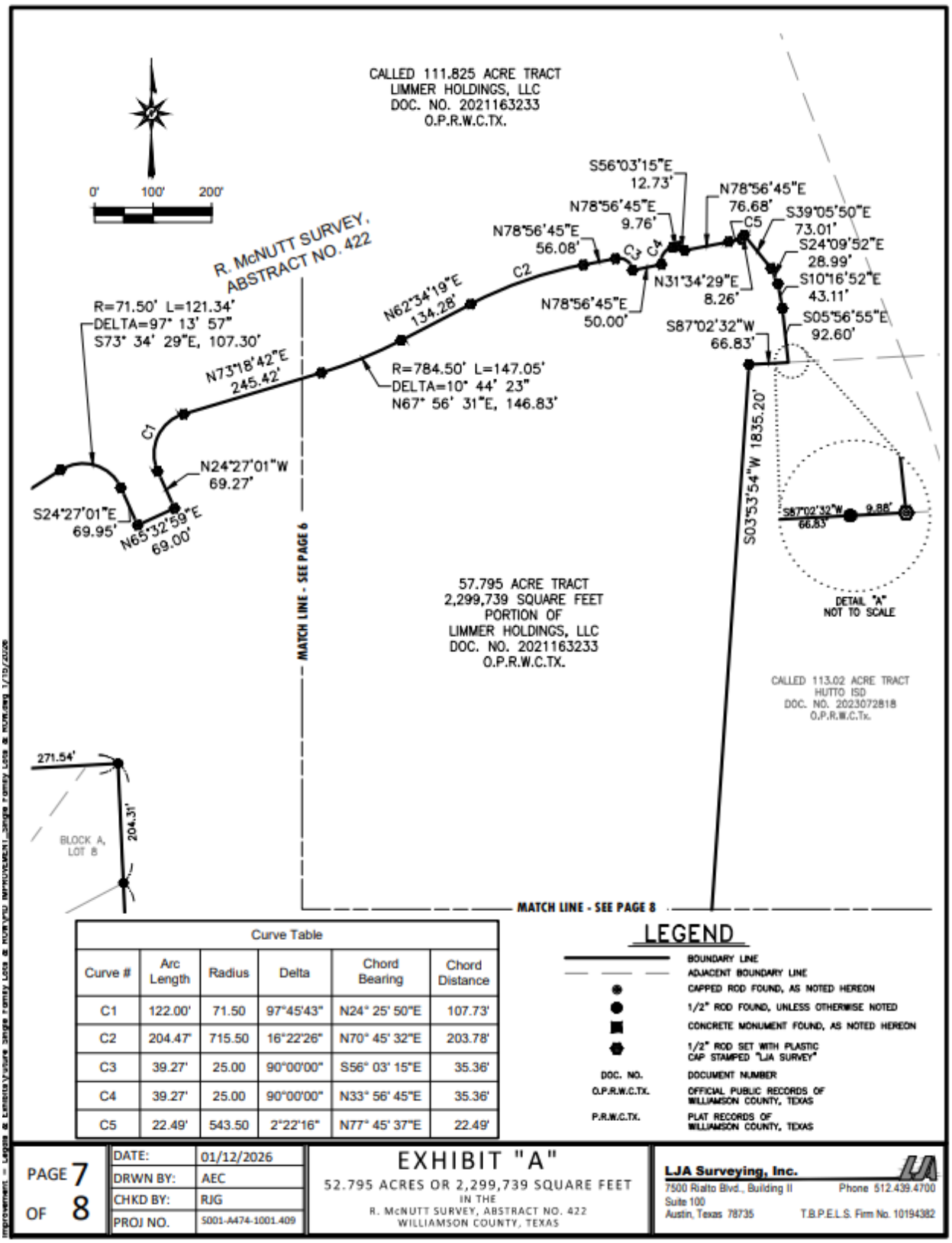
THENCE ALONG THE COMMON LINES OF SAID 111.825 ACRE TRACT AND SAID GREEN HAVEN SUBDIVISION, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 02 DEGREES 32 MINUTES 12 SECONDS WEST, PASSING AT A DISTANCE OF 188.19 FEET A 1/2-INCH ROD WITH CAP STAMPED "DOUCET ASSOC." FOUND FOR THE NORTHEASTERN CORNER OF SAID LOT 7, BLOCK B, PASSING AT A DISTANCE OF 946.11 FEET A 1/2-INCH ROD FOUND FOR THE NORTHEASTERN CORNER OF LOT 7, BLOCK A OF SAID GREEN HAVEN SUBDIVISION, THE SAME BEING THE SOUTHEASTERN CORNER OF LOT 8, BLOCK A OF SAID GREEN HAVEN SUBDIVISION, CONTINUING FOR A TOTAL DISTANCE OF 1150.42 FEET TO A 1/2-INCH ROD FOUND FOR A WESTERN INTERIOR ELL CORNER OF SAID 111.825 ACRE TRACT, THE SAME BEING THE NORTHERN CORNER OF SAID LOT 8, BLOCK A, FOR A WESTERN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT, AND

2. SOUTH 86 DEGREES 49 MINUTES 48 SECONDS WEST, PASSING AT A DISTANCE OF 271.54 FEET A 1/2-INCH ROD WITH DAMAGED CAP FOUND FOR THE NORTHWESTERN CORNER OF LOT 9, BLOCK A, SAME BEING THE NORTHEASTERN CORNER OF LOT 10, BLOCK A, PASSING AT A DISTANCE OF 502.68 FEET A 1/2-INCH ROD WITH DAMAGED CAP FOUND FOR THE NORTHWESTERN CORNER OF SAID LOT 10, THE SAME BEING THE NORTHEASTERN CORNER OF LOT 11, BLOCK A, CONTINUING FOR A TOTAL DISTANCE OF 808.91 FEET TO A 1/2-INCH ROD WITH DAMAGED CAP FOUND FOR A SOUTHERN ANGLE CORNER OF SAID 111.825 ACRE TRACT, BEING THE NORTHWESTERN CORNER OF LOT 11, BLOCK A, AND ALSO BEING THE NORTHEASTERN CORNER OF SAID LOT 12, BLOCK A;
3. SOUTH 86 DEGREES 40 MINUTES 17 SECONDS WEST, A DISTANCE OF 324.21 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 52.795 ACRES, MORE OR LESS.

Robert Gertson
Texas Registered Professional Land Surveyor No. 6367
LJA Surveying
7500 Rialto Blvd., Bldg. II, Ste. 100
Austin, Texas 78748
TBPELS No. 10194382


BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES. SEE PAGE NUMBER 7 FOR CURVE TABLE.
0' 100' 200'
LIMMER LOOP
CR 108
CR 110
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
R. McNUTT SURVEY, ABSTRACT NO. 422
CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
R=71.50' L=121.34'
DELTA=97° 13' 57"
S73° 34' 29"E, 107.30'
N73°18'42"E
245.42'
C1
N24°27'01"W
69.27'
S24°27'01"E
69.95'
N65°32'59"E
69.00'
N57°48'31"E 277.11'
R=534.50' L=270.29'
DELTA=28° 58' 25"
N72° 17' 44"E, 267.42'
R=20.00' L=31.42'
DELTA=90° 00' 00"
S48° 13' 04"E, 28.28'
HAYBARN LANE
(70' ROW WIDTH)
N86°46'56"E 407.14'
R=20.00' L=31.13'
DELTA=89° 11' 24"
N42° 11' 14"E, 28.08'
N86°46'56"E
50.00'
N86°46'56"E
40.53'
R=20.00' L=31.42'
DELTA=90° 00' 00"
N41° 46' 56"E, 28.28'
N02°24'28"W 284.78'
57.795 ACRE TRACT
2,299,739 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
POINT OF BEGINNING
N:10177051.57
E:3160910.36
1/2" (DAMAGED)
1/2" (DAMAGED)
502.68'
1/2" (DAMAGED)
271.54'
S86°49'48"W 808.91'
S86°40'17"W 324.21'
1/2" (ILLEGIBLE)
BLOCK A, LOT 12
BLOCK A, LOT 11
BLOCK A, LOT 10
BLOCK A, LOT 9
BLOCK A, LOT 8
GREEN HAVEN SUBDIVISION, PHASE 1
DOC. NO. 201200355
P.R.W.C.Tx.
204.31'
BLOCK A, LOT 6
BLOCK A, LOT 7
GREEN HAVEN SUBDIVISION, PHASE 1
DOC. NO. 201200355
P.R.W.C.Tx.
N02°32'12"W 1150.42'
946.11'
MATCH LINE - SEE PAGE 7
MATCH LINE - SEE PAGE 8
LEGEND
BOUNDARY LINE
ADJACENT BOUNDARY LINE
CAPPED ROD FOUND, AS NOTED HEREON
1/2" ROD FOUND, UNLESS OTHERWISE NOTED
CONCRETE MONUMENT FOUND, AS NOTED HEREON
1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO. DOCUMENT NUMBER
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
PAGE 6 OF 8
DATE: 01/12/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. S001-A474-1001.409
EXHIBIT "A"
52.795 ACRES OR 2,299,739 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382
Improvement - Legals & Exhibits\Future Single Family Lots & ROW\PID IMPROVEMENT_Single Family Lots & ROW.dwg 1/15/2026



Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	122.00'	71.50	97°45'43"	N24° 25' 50"E	107.73'
C2	204.47'	715.50	16°22'26"	N70° 45' 32"E	203.78'
C3	39.27'	25.00	90°00'00"	S56° 03' 15"E	35.36'
C4	39.27'	25.00	90°00'00"	N33° 56' 45"E	35.36'
C5	22.49'	543.50	2°22'16"	N77° 45' 37"E	22.49'

LEGEND

	BOUNDARY LINE
	ADJACENT BOUNDARY LINE
	CAPPED ROD FOUND, AS NOTED HEREON
	1/2" ROD FOUND, UNLESS OTHERWISE NOTED
	CONCRETE MONUMENT FOUND, AS NOTED HEREON
	1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO.	DOCUMENT NUMBER
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

PAGE 7 OF 8

DATE:	01/12/2026
DRWN BY:	AEC
CHKD BY:	RJG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"

52.795 ACRES OR 2,299,739 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

Improvement - Legal & Landsystems Jobs Family Lots & Roads\Improvement Jobs Family Lots & Roads.dwg 1/13/2026

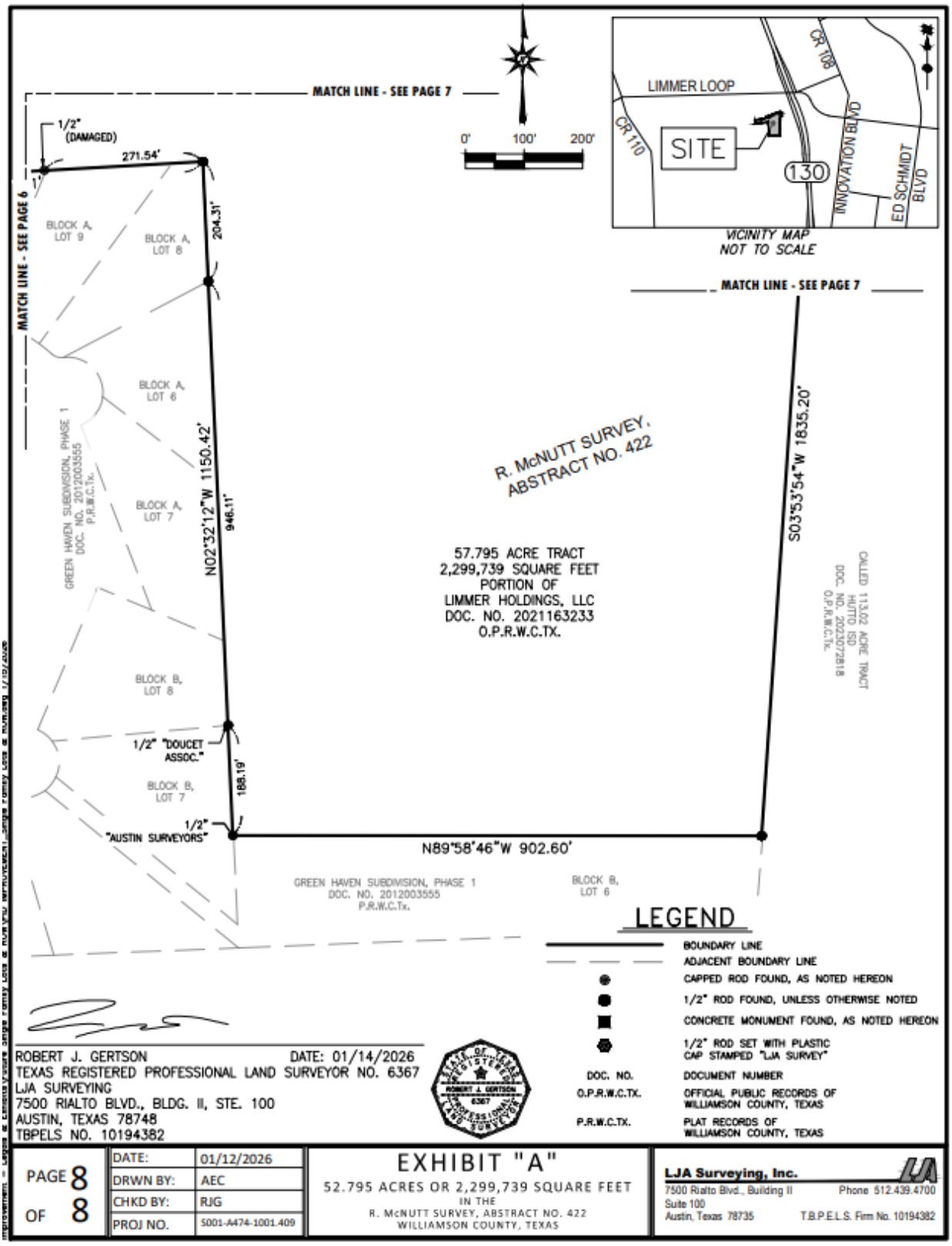

MATCH LINE - SEE PAGE 7
MATCH LINE - SEE PAGE 6
MATCH LINE - SEE PAGE 7
1/2" (DAMAGED)
271.54'
204.31'
N02°32'12"W 1150.42'
946.11'
188.19'
1/2" "DOUCET ASSOC."
1/2" "AUSTIN SURVEYORS"
N89°58'46"W 902.60'
S03°53'54"W 1835.20'
BLOCK A, LOT 9
BLOCK A, LOT 8
BLOCK A, LOT 6
BLOCK A, LOT 7
BLOCK B, LOT 8
BLOCK B, LOT 7
BLOCK B, LOT 6
GREEN HAVEN SUBDIVISION, PHASE 1 DOC. NO. 2012003555 P.R.W.C.Tx.
R. McNUTT SURVEY, ABSTRACT NO. 422
57.795 ACRE TRACT
2,299,739 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.
CALLED 113.02 ACRE TRACT
HUTTO ISD
DOC. NO. 2023072818
O.P.R.W.C.Tx.
0' 100' 200'
LIMMER LOOP
CR 110
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
LEGEND
BOUNDARY LINE
ADJACENT BOUNDARY LINE
CAPPED ROD FOUND, AS NOTED HEREON
1/2" ROD FOUND, UNLESS OTHERWISE NOTED
CONCRETE MONUMENT FOUND, AS NOTED HEREON
1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO. DOCUMENT NUMBER
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
ROBERT J. GERTSON DATE: 01/14/2026
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6367
LJA SURVEYING
7500 RIALTO BLVD., BLDG. II, STE. 100
AUSTIN, TEXAS 78748
TBPELS NO. 10194382
PAGE 8 OF 8
DATE: 01/12/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. 5001-A474-1001.409
EXHIBIT "A"
52.795 ACRES OR 2,299,739 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

EXHIBIT "A"

BEING A 10.554 ACRE TRACTS OF LAND COMPRISED OF FIVE (5) PARTS, SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART 1 – 1.901 ACRES

BEING A 1.901 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH ROD WITH AN ILLEGIBLE CAP FOUND (GRID N: 10178848.53, GRID E: 3162082.39) FOR A NORTHEASTERN CORNER OF SAID 111.825 ACRE TRACT, ALSO BEING ON THE SOUTHERN RIGHT-OF-WAY LINE OF LIMMER LOOP (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE CROSSING THROUGH SAID 111.825 ACRE TRACT, SOUTH 80 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 277.24 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET FOR AN EASTERN ANGLE CORNER AND **POINT OF BEGINNING** (GRID N: 10178801.36, GRID E: 3161809.19) OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. SOUTH 02 DEGREES 46 MINUTES 34 SECONDS EAST, A DISTANCE OF 15.32 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 141.64 FEET, A RADIUS OF 504.50 FEET, A DELTA ANGLE OF 16 DEGREES 05 MINUTES 08 SECONDS, AND A CHORD THAT BEARS SOUTH 10 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 141.17 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AT THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 1/2-INCH ROD WITH ILLEGIBLE CAP FOUND FOR AN EASTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT, BEARS NORTH 71 DEGREES 57 MINUTES 21 SECONDS EAST, A DISTANCE OF 418.37 FEET,
3. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 97.87 FEET, A RADIUS OF 965.50 FEET, A DELTA ANGLE OF 05 DEGREES 48 MINUTES 28 SECONDS, AND A CHORD THAT BEARS SOUTH 15 DEGREES 57 MINUTES 28 SECONDS EAST, A DISTANCE OF 97.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT,
4. SOUTH 87 DEGREES 26 MINUTES 37 SECONDS WEST, A DISTANCE OF 329.68 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
5. NORTH 02 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 275.16 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
6. NORTH 87 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 261.67 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
7. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.17 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89 DEGREES 45 MINUTES 55 SECONDS, AND A CHORD THAT BEARS SOUTH 47 DEGREES 39 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.28 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.901 ACRES, MORE OR LESS.

EXHIBIT "A"

PART 2 – 2.711 ACRES

BEING A 2.711 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH ROD FOUND (GRID N: 10178514.24, GRID E: 3160962.35) FOR A WESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT AND AN EASTERN ANGLE CORNER OF A CALLED 1.667 ACRE TRACT CONVEYED TO LIMMER HAYBARN REAL ESTATE, LLC, RECORDED IN DOCUMENT NUMBER 2021137126, O.P.R.W.C.TX.;

THENCE CROSSING THROUGH SAID 111.825 ACRE TRACT, NORTH 87 DEGREES 44 MINUTES 34 SECONDS, A DISTANCE OF 118.14 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE SOUTHWESTERN CORNER AND **POINT OF BEGINNING** (GRID N: 10178518.89, GRID E: 3161080.39) OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 253.36 FEET, A RADIUS OF 1035.00 FEET, A DELTA ANGLE OF 14 DEGREES 01 MINUTES 33 SECONDS, AND A CHORD THAT BEARS NORTH 05 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 252.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 1/2-INCH ROD FOUND FOR A NORTHWESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT AND A NORTHEASTERN ANGLE CORNER OF SAID 1.667 ACRE TRACT, BEARS NORTH 70 DEGREES 56 MINUTES 13 SECONDS WEST, A DISTANCE OF 93.72 FEET,
2. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 38.92 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89 DEGREES 11 MINUTES 39 SECONDS, AND A CHORD THAT BEARS NORTH 43 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 35.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
3. NORTH 87 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 393.38 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4. SOUTH 02 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 275.16 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
5. SOUTH 87 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 454.01 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.711 ACRES, MORE OR LESS.

PART 3 – 2.683 ACRES

BEING A 2.683 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND (GRID N: 10,178,649.88 GRID E: 3,162,372.71) ON THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109;

EXHIBIT "A"

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) SOUTH 35 DEGREES 33 MINUTES 35 SECONDS WEST, A DISTANCE OF 149.24 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 346.84 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
3) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 146.21 FEET, A RADIUS OF 1,034.50 FEET, A DELTA ANGLE OF 08 DEGREES 05 MINUTES 52 SECONDS, AND A CHORD THAT BEARS NORTH 14 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 146.09 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 122.26 FEET, A RADIUS OF 435.50 FEET, A DELTA ANGLE OF 16 DEGREES 05 MINUTES 08 SECONDS, AND A CHORD THAT BEARS NORTH 10 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 121.86 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) NORTH 02 DEGREES 46 MINUTES 34 SECONDS WEST, A DISTANCE OF 14.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
6) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.37 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90 DEGREES 14 MINUTES 05 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 20 MINUTES 28 SECONDS EAST, A DISTANCE OF 35.43 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
7) NORTH 87 DEGREES 27 MINUTES 31 SECONDS WEST, A DISTANCE OF 181.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109, FROM WHICH A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND ON THE SOUTHEASTERN RIGHT-OF-WAY LINE OF LIMMER LOOP (VARIABLE WIDTH RIGHT-OF-WAY), FOR A NORTHEASTERN CORNER OF SAID 111.825 ACRE TRACT BEARS NORTH 02 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 10.11 FEET;

THENCE WITH THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 02 DEGREES 30 MINUTES 25 SECONDS EAST, A DISTANCE OF 11.06 FEET TO A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND,
2) SOUTH 71 DEGREES 32 MINUTES 11 SECONDS EAST, A DISTANCE OF 159.11 FEET TO A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND, AND
3) SOUTH 47 DEGREES 27 MINUTES 04 SECONDS EAST, A DISTANCE OF 187.97 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.683 ACRES, MORE OR LESS.

PART 4 – 2.243 ACRES

BEING A 2.243 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH ROD WITH CAP "KONTUR TECH" FOUND (GRID N: 10,178,754.88 GRID E: 3,163,022.30) AT THE INTERSECTION OF THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE (VARIABLE WIDTH RIGHT-OF-WAY) AND THE SOUTHEASTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109, FOR THE NORTHEASTERN CORNER OF SAID 111.825 ACRE TRACT;

EXHIBIT "A"

THENCE WITH THE COMMON LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 24 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 25.26 FEET TO A 5/8-INCH ROD FOUND, AND
2) SOUTH 20 DEGREES 50 MINUTES 26 SECONDS EAST, A DISTANCE OF 602.72 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 38.49 FEET, A RADIUS OF 24.50 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 31 SECONDS, AND A CHORD THAT BEARS SOUTH 24 DEGREES 09 MINUTES 49 SECONDS WEST, A DISTANCE OF 34.65 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) SOUTH 69 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 92.37 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 46.80 FEET, A RADIUS OF 465.50 FEET, A DELTA ANGLE OF 05 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD THAT BEARS SOUTH 72 DEGREES 02 MINUTES 54 SECONDS WEST, A DISTANCE OF 46.78 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) NORTH 58 DEGREES 58 MINUTES 26 SECONDS WEST, A DISTANCE OF 12.61 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 16.52 FEET, A RADIUS OF 456.50 FEET, A DELTA ANGLE OF 02 DEGREES 04 MINUTES 25 SECONDS, AND A CHORD THAT BEARS SOUTH 77 DEGREES 03 MINUTES 46 SECONDS WEST, A DISTANCE OF 16.52 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
6) NORTH 02 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 95.47 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) NORTH 18 DEGREES 23 MINUTES 52 SECONDS WEST, A DISTANCE OF 176.29 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
8) NORTH 29 DEGREES 53 MINUTES 15 SECONDS WEST, A DISTANCE OF 98.40 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
9) NORTH 03 DEGREES 28 MINUTES 42 SECONDS EAST, A DISTANCE OF 99.45 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
10) NORTH 21 DEGREES 57 MINUTES 28 SECONDS WEST, A DISTANCE OF 58.82 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
11) NORTH 27 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 53.31 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
12) NORTH 36 DEGREES 05 MINUTES 52 SECONDS WEST, A DISTANCE OF 52.69 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
13) NORTH 37 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 36.72 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHWESTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109;

THENCE NORTH 68 DEGREES 37 MINUTES 41 SECONDS EAST, WITH THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109, A DISTANCE OF 113.61 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.243 ACRES, MORE OR LESS.

EXHIBIT "A"

PART 5 – 1.016 ACRES

BEING A 1.016 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH ROD WITH ALUM CAP "TX DEPT TRANS" FOUND (GRID N: 10,177,810.07 GRID E: 3,163,383.54) ON THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE (VARIABLE WIDTH RIGHT-OF-WAY), FOR A COMMON CORNER OF SAID 111.825 ACRE TRACT AND A CALLED 113.02 ACRE TRACT, CONVEYED TO HUTTO ISD AND RECORDED IN DOCUMENT NO. 2023072818, (O.P.R.W.C.TX.);

THENCE SOUTH 87 DEGREES 02 MINUTES 32 SECONDS WEST, WITH THE COMMON LINE OF SAID 111.825 ACRE TRACT AND SAID 113.02 ACRE TRACT, A DISTANCE OF 197.07 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, FROM WHICH A 1/2-INCH ROD FOUND BEARS SOUTH 87 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 9.88 FEET;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 05 DEGREES 56 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.60 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) NORTH 10 DEGREES 16 MINUTES 52 SECONDS WEST, A DISTANCE OF 43.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
3) NORTH 24 DEGREES 09 MINUTES 52 SECONDS WEST, A DISTANCE OF 28.99 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) NORTH 39 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 73.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) NORTH 31 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 4.58 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
6) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 60.02 FEET, A RADIUS OF 534.50 FEET, A DELTA ANGLE OF 06 DEGREES 26 MINUTES 01 SECONDS, AND A CHORD THAT BEARS NORTH 72 DEGREES 23 MINUTES 05 SECONDS EAST, A DISTANCE OF 59.99 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) NORTH 69 DEGREES 10 MINUTES 05 SECONDS EAST, A DISTANCE OF 92.38 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
8) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 38.48 FEET, A RADIUS OF 24.50 FEET, A DELTA ANGLE OF 89 DEGREES 59 MINUTES 29 SECONDS, AND A CHORD THAT BEARS SOUTH 65 DEGREES 50 MINUTES 11 SECONDS EAST, A DISTANCE OF 34.65 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE;

(INTENTIONALLY LEFT BLANK)

EXHIBIT "A"

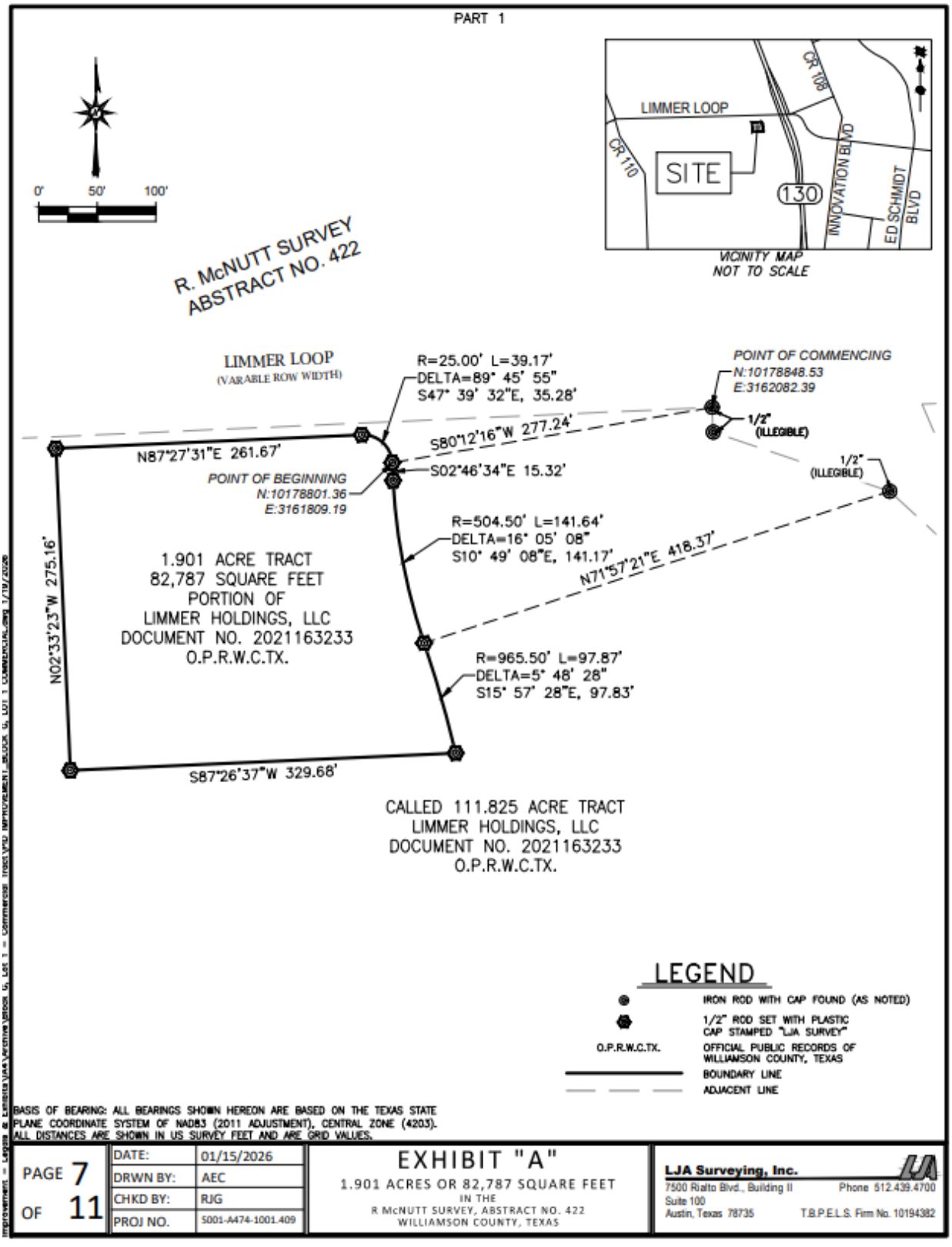
THENCE SOUTH 20 DEGREES 50 MINUTES 26 SECONDS EAST, WITH THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE, A DISTANCE OF 265.57 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.016 ACRES, MORE OR LESS.

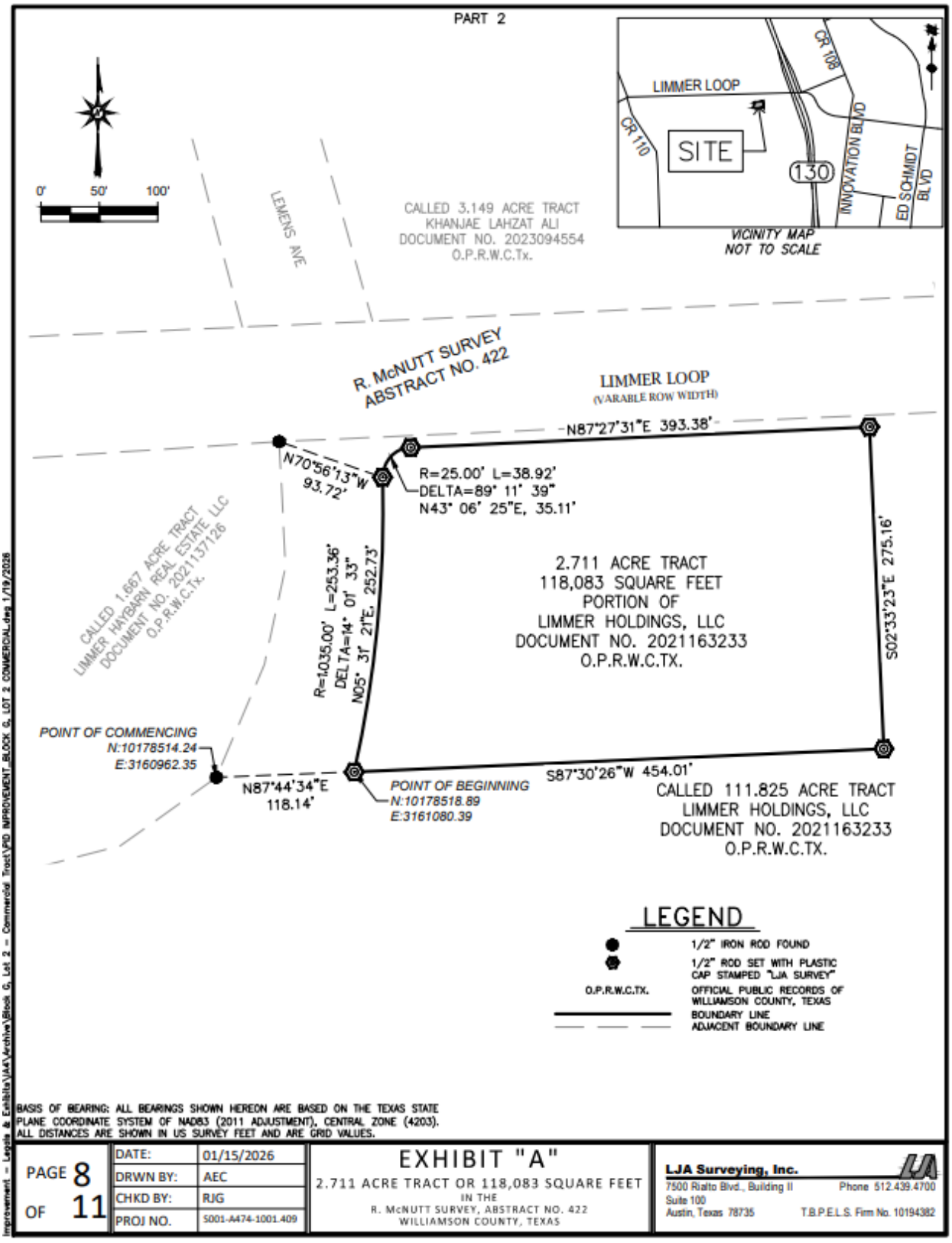
PART 1 – 1.901 ACRES
PART 2 – 2.711 ACRES
PART 3 – 2.683 ACRES
PART 4 – 2.243 ACRES
PART 5 – 1.016 ACRES
TOTAL – 10.554 ACRES

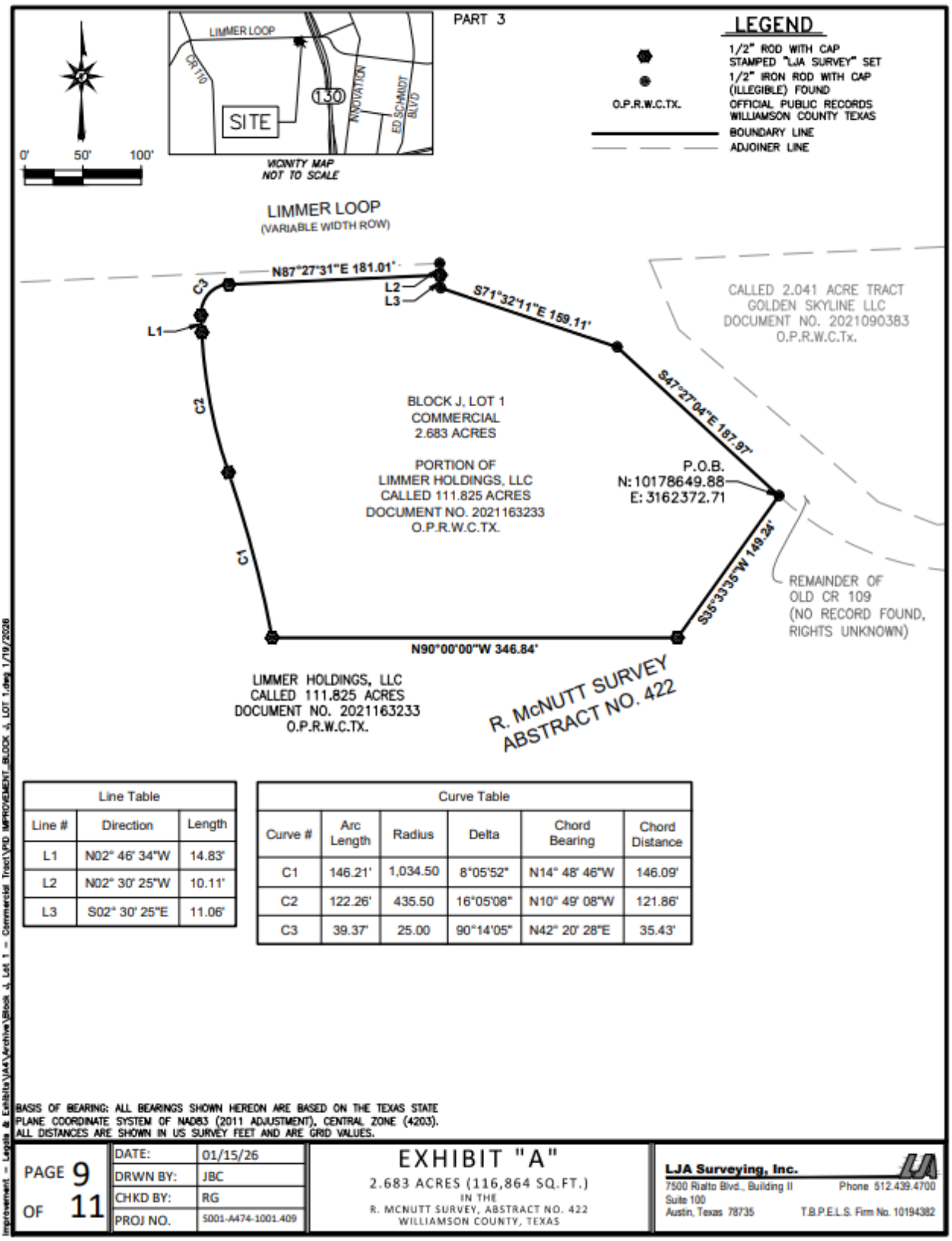
Bearing Basis: All bearings based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), NAD83. All distances shown are grid values.

Robert Gertson
Texas Registered Professional Land Surveyor No. 6367
LJA Surveying
7500 Rialto Blvd, Bldg. II, Ste. 100
Austin, TX 78748
TBPELS No. 10194382

19 January 2026


PART 1
0'
50'
100'
R. McNUTT SURVEY
ABSTRACT NO. 422
LIMMER LOOP
CR 108
CR 110
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
LIMMER LOOP
(VARIABLE ROW WIDTH)
R=25.00' L=39.17'
DELTA=89° 45' 55"
S47° 39' 32"E, 35.28'
POINT OF COMMENCING
N:10178848.53
E:3162082.39
1/2"
(ILLEGIBLE)
S80°12'16"W 277.24'
N87°27'31"E 261.67'
S02°46'34"E 15.32'
1/2"
(ILLEGIBLE)
POINT OF BEGINNING
N:10178801.36
E:3161809.19
R=504.50' L=141.64'
DELTA=16° 05' 08"
S10° 49' 08"E, 141.17'
N71°57'21"E 418.37'
1.901 ACRE TRACT
82,787 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
N02°33'23"W 275.16'
R=965.50' L=97.87'
DELTA=5° 48' 28"
S15° 57' 28"E, 97.83'
S87°26'37"W 329.68'
CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
LEGEND
IRON ROD WITH CAP FOUND (AS NOTED)
1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
O.P.R.W.C.TX.
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
BOUNDARY LINE
ADJACENT LINE
BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.
PAGE 7 OF 11
DATE: 01/15/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. 5001-A474-1001.409
EXHIBIT "A"
1.901 ACRES OR 82,787 SQUARE FEET
IN THE
R McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382


PART 2
0'
50'
100'
LEMENS AVE
CALLED 3.149 ACRE TRACT
KHANJAE LAHZAT ALI
DOCUMENT NO. 2023094554
O.P.R.W.C.Tx.
LIMMER LOOP
CR 108
CR 110
SITE
130
INNOVATION BLVD
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
R. McNUTT SURVEY
ABSTRACT NO. 422
LIMMER LOOP
(VARIABLE ROW WIDTH)
N87°27'31"E 393.38'
N70°56'13"W
93.72'
R=25.00' L=38.92'
DELTA=89° 11' 39"
N43° 06' 25"E, 35.11'
CALLED 1.667 ACRE TRACT
LIMMER HAYBARN REAL ESTATE LLC
DOCUMENT NO. 2021137126
O.P.R.W.C.Tx.
R=1,035.00' L=253.36'
DELTA=14° 01' 33"
N05° 31' 21"E, 252.73'
2.711 ACRE TRACT
118,083 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
S02°33'23"E 275.16'
POINT OF COMMENCING
N:10178514.24
E:3160962.35
N87°44'34"E
118.14'
POINT OF BEGINNING
N:10178518.89
E:3161080.39
S87°30'26"W 454.01'
CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
LEGEND
1/2" IRON ROD FOUND
1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
BOUNDARY LINE
ADJACENT BOUNDARY LINE
BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.
PAGE 8 OF 11
DATE: 01/15/2026
DRWN BY: AEC
CHKD BY: RJG
PROJ NO. S001-A474-1001.409
EXHIBIT "A"
2.711 ACRE TRACT OR 118,083 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382
Improvement - Legals & Exhibits\AAE\Archive\Block G, Lot 2 - Commercial Tract\PID IMPROVEMENT_BLOCK G, LOT 2 COMMERCIAL.dwg 1/19/2026



Line Table		
Line #	Direction	Length
L1	N02° 46' 34"W	14.83'
L2	N02° 30' 25"W	10.11'
L3	S02° 30' 25"E	11.06'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	146.21'	1,034.50	8°05'52"	N14° 48' 46"W	146.09'
C2	122.26'	435.50	16°05'08"	N10° 49' 08"W	121.86'
C3	39.37'	25.00	90°14'05"	N42° 20' 28"E	35.43'

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

PAGE 9 OF 11

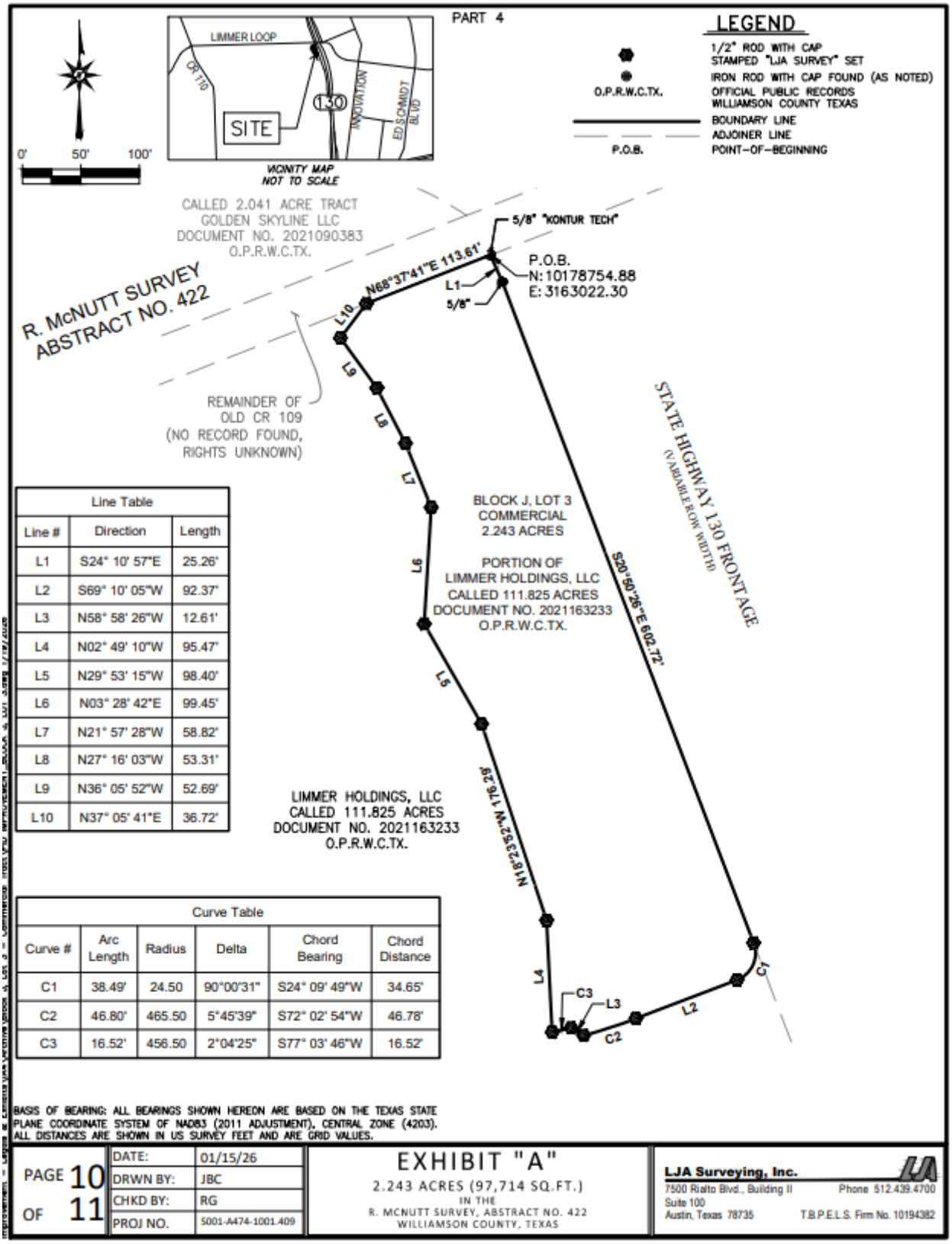
DATE:	01/15/26
DRWN BY:	JBC
CHKD BY:	RG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"

2.683 ACRES (116,864 SQ.FT.)
IN THE
R. MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

Improvement - Legals & Exhibits\AA\Archive\Block J, Lot 1 - Commercial Tract\PID IMPROVEMENT_BLOCK J, LOT 1.dwg 1/19/2026



Line Table		
Line #	Direction	Length
L1	S24° 10' 57"E	25.26'
L2	S69° 10' 05"W	92.37'
L3	N58° 58' 26"W	12.61'
L4	N02° 49' 10"W	95.47'
L5	N29° 53' 15"W	98.40'
L6	N03° 28' 42"E	99.45'
L7	N21° 57' 28"W	58.82'
L8	N27° 16' 03"W	53.31'
L9	N36° 05' 52"W	52.69'
L10	N37° 05' 41"E	36.72'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	38.49'	24.50	90°00'31"	S24° 09' 49"W	34.65'
C2	46.80'	465.50	5°45'39"	S72° 02' 54"W	46.78'
C3	16.52'	456.50	2°04'25"	S77° 03' 46"W	16.52'

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

PAGE 10 OF 11

DATE:	01/15/26
DRWN BY:	JBC
CHKD BY:	RG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"

2.243 ACRES (97,714 SQ.FT.)
IN THE
R. MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

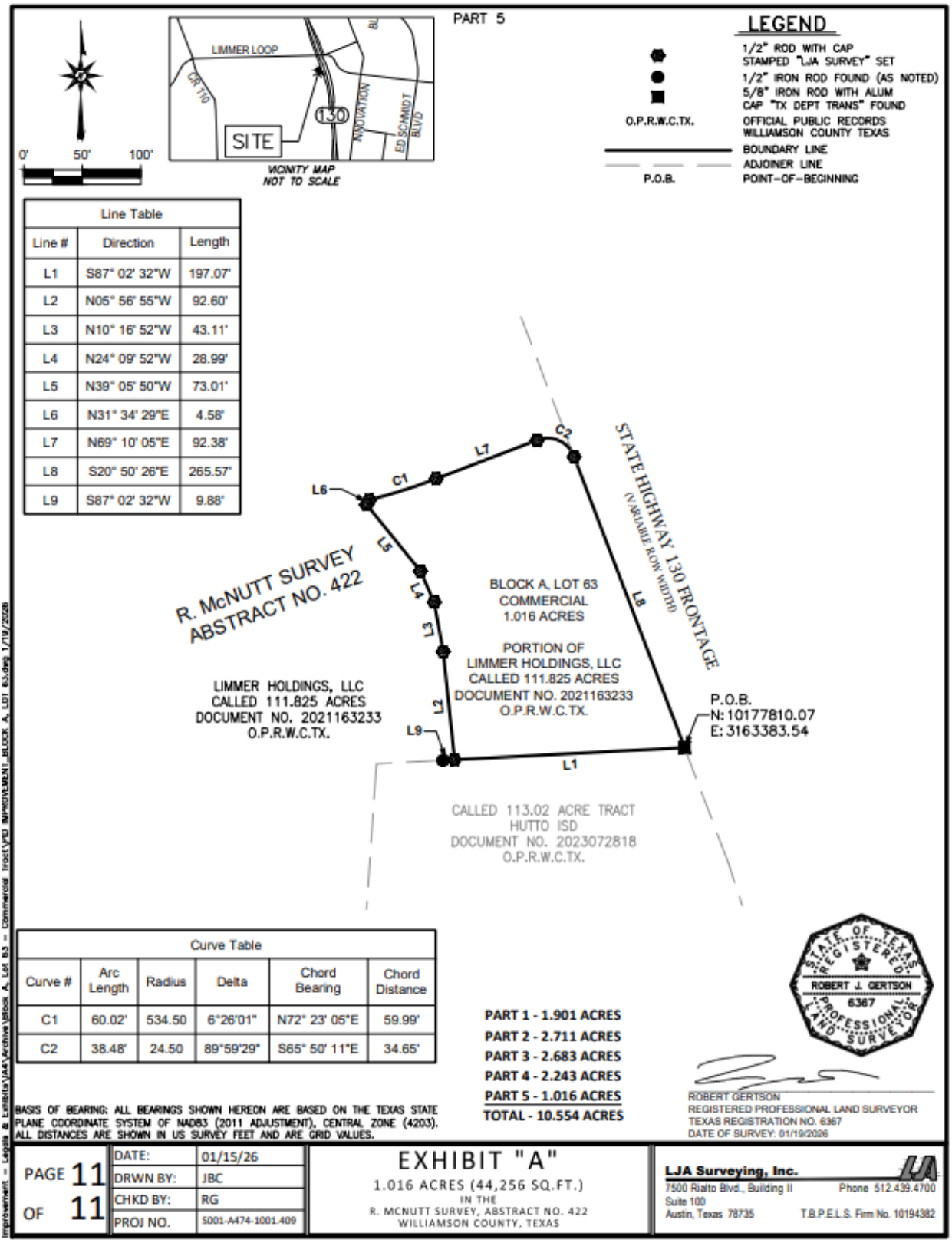

PART 5
LEGEND
1/2" ROD WITH CAP STAMPED "LJA SURVEY" SET
1/2" IRON ROD FOUND (AS NOTED)
5/8" IRON ROD WITH ALUM CAP "TX DEPT TRANS" FOUND
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
BOUNDARY LINE
ADJOINER LINE
P.O.B. POINT-OF-BEGINNING
0' 50' 100'
LIMMER LOOP
CR 110
SITE
130
INNOVATION
ED SCHMIDT BLVD
VICINITY MAP
NOT TO SCALE
Line Table
Line # | Direction | Length
L1 | S87° 02' 32"W | 197.07'
L2 | N05° 56' 55"W | 92.60'
L3 | N10° 16' 52"W | 43.11'
L4 | N24° 09' 52"W | 28.99'
L5 | N39° 05' 50"W | 73.01'
L6 | N31° 34' 29"E | 4.58'
L7 | N69° 10' 05"E | 92.38'
L8 | S20° 50' 26"E | 265.57'
L9 | S87° 02' 32"W | 9.88'
STATE HIGHWAY 130 FRONTAGE
(VARIABLE ROW WIDTH)
R. McNUTT SURVEY
ABSTRACT NO. 422
BLOCK A, LOT 63
COMMERCIAL
1.016 ACRES
PORTION OF
LIMMER HOLDINGS, LLC
CALLED 111.825 ACRES
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
LIMMER HOLDINGS, LLC
CALLED 111.825 ACRES
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.
P.O.B.
N: 10177810.07
E: 3163383.54
CALLED 113.02 ACRE TRACT
HUTTO ISD
DOCUMENT NO. 2023072818
O.P.R.W.C.TX.
Curve Table
Curve # | Arc Length | Radius | Delta | Chord Bearing | Chord Distance
C1 | 60.02' | 534.50 | 6°26'01" | N72° 23' 05"E | 59.99'
C2 | 38.48' | 24.50 | 89°59'29" | S65° 50' 11"E | 34.65'
PART 1 - 1.901 ACRES
PART 2 - 2.711 ACRES
PART 3 - 2.683 ACRES
PART 4 - 2.243 ACRES
PART 5 - 1.016 ACRES
TOTAL - 10.554 ACRES
STATE OF TEXAS REGISTERED ROBERT J. GERTSON 6367 PROFESSIONAL LAND SURVEYOR
BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.
ROBERT GERTSON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6367
DATE OF SURVEY: 01/19/2026
PAGE 11 OF 11
DATE: 01/15/26
DRWN BY: JBC
CHKD BY: RG
PROJ NO. 5001-A474-1001.409
EXHIBIT "A"
1.016 ACRES (44,256 SQ.FT.)
IN THE
R. MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS
LJA Surveying, Inc.
7500 Rialto Blvd., Building II Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

EXHIBIT K – BUYER DISCLOSURES

- Improvement Area #1
  - Lot Type 1
  - Lot Type 2
  - Lot Type 3
  - Initial Parcels

LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1
LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GOVERNING BODY OF HUTTO, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: $40,366.59

As the purchaser of the real property described above, you are obligated to pay assessments to Governing Body of Hutto, Texas, (the "Governing Body"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Limmer Square Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Governing Body. The exact amount of each annual installment will be approved each year by the Governing Body of Hutto, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Governing Body.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 1

	Improvement Area #1 Senior Lien Bonds				Improvement Area #1 Junior Lien Bonds					
Annual Installments Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment [b]
2027	-	1,878.10	(1,878.10)	-	-	329.93	(329.93)	-	-	-
2028	365.65	2,397.57	-	175.01	44.44	421.19	-	26.83	82.42	3,513.11
2029	391.91	2,372.53	-	173.18	48.48	417.70	-	26.61	84.07	3,514.48
2030	418.17	2,345.68	-	171.22	52.52	413.90	-	26.36	85.75	3,513.61
2031	448.47	2,317.04	-	169.13	56.56	409.77	-	26.10	87.47	3,514.54
2032	478.77	2,286.32	-	166.88	60.60	405.33	-	25.82	89.22	3,512.95
2033	513.12	2,253.52	-	164.49	66.66	400.58	-	25.51	91.00	3,514.89
2034	547.46	2,218.37	-	161.92	72.73	395.34	-	25.18	92.82	3,513.83
2035	585.84	2,180.87	-	159.19	78.79	389.63	-	24.82	94.68	3,513.82
2036	628.27	2,140.74	-	156.26	84.85	383.45	-	24.42	96.57	3,514.56
2037	672.71	2,097.70	-	153.12	90.91	376.79	-	24.00	98.50	3,513.73
2038	719.17	2,051.62	-	149.75	98.99	369.65	-	23.54	100.47	3,513.21
2039	769.68	2,002.36	-	146.16	107.07	361.88	-	23.05	102.48	3,512.68
2040	824.22	1,949.64	-	142.31	115.15	353.48	-	22.51	104.53	3,511.84
2041	882.80	1,893.18	-	138.19	125.25	344.44	-	21.94	106.62	3,512.42
2042	945.43	1,832.71	-	133.77	137.37	334.61	-	21.31	108.75	3,513.95
2043	1,014.11	1,767.94	-	129.05	147.47	323.82	-	20.63	110.93	3,513.95
2044	1,084.82	1,698.48	-	123.98	159.59	312.25	-	19.89	113.15	3,512.15
2045	1,163.61	1,624.17	-	118.55	173.73	299.72	-	19.09	115.41	3,514.28
2046	1,246.43	1,544.46	-	112.73	187.87	286.08	-	18.22	117.72	3,513.52
2047	1,335.32	1,459.08	-	106.50	204.03	271.33	-	17.28	120.07	3,513.62
2048	1,432.28	1,367.61	-	99.83	220.20	255.32	-	16.26	122.47	3,513.97
2049	1,533.29	1,269.50	-	92.66	238.38	238.03	-	15.16	124.92	3,511.95
2050	1,644.40	1,164.47	-	85.00	258.58	219.32	-	13.97	127.42	3,513.16
2051	1,763.59	1,051.83	-	76.78	280.80	199.02	-	12.68	129.97	3,514.66
2052	1,888.84	931.02	-	67.96	305.04	176.98	-	11.27	132.57	3,513.68
2053	2,026.21	801.64	-	58.51	329.28	153.03	-	9.75	135.22	3,513.64
2054	2,171.66	662.84	-	48.38	357.57	127.18	-	8.10	137.93	3,513.66
2055	2,329.23	514.08	-	37.52	387.87	99.11	-	6.31	140.69	3,514.82
2056	2,496.90	354.53	-	25.88	420.19	68.67	-	4.37	143.50	3,514.04
2057	2,678.72	183.49	-	13.39	454.53	35.68	-	2.27	146.37	3,514.46
Total	**$ 35,001.08**	**$ 50,613.08**	**$ (1,878.10)**	**$ 3,557.30**	**$ 5,365.51**	**$ 9,173.24**	**$ (329.93)**	**$ 563.27**	**$ 3,343.70**	**$ 105,409.14**

Footnote:

[a] Interest is calculated at a 6.850% rate for the Senior Lien Bonds and at a 7.850% rate for the Junior Lien Bonds for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1
LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GOVERNING BODY OF HUTTO, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: $37,137.26

As the purchaser of the real property described above, you are obligated to pay assessments to Governing Body of Hutto, Texas, (the "Governing Body"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Limmer Square Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Governing Body. The exact amount of each annual installment will be approved each year by the Governing Body of Hutto, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Governing Body.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 2

	Improvement Area #1 Senior Lien Bonds				Improvement Area #1 Junior Lien Bonds					
Annual Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment [b]
2027	-	1,727.85	(1,727.85)	-	-	303.54	(303.54)	-	-	-
2028	336.39	2,205.77	-	161.00	40.89	387.50	-	24.68	75.83	3,232.06
2029	360.56	2,182.72	-	159.32	44.60	384.29	-	24.48	77.34	3,233.32
2030	384.72	2,158.03	-	157.52	48.32	380.79	-	24.25	78.89	3,232.52
2031	412.59	2,131.67	-	155.60	52.04	376.99	-	24.01	80.47	3,233.38
2032	440.47	2,103.41	-	153.53	55.76	372.91	-	23.75	82.08	3,231.91
2033	472.07	2,073.24	-	151.33	61.33	368.53	-	23.47	83.72	3,233.69
2034	503.66	2,040.90	-	148.97	66.91	363.72	-	23.17	85.39	3,232.72
2035	538.98	2,006.40	-	146.45	72.48	358.46	-	22.83	87.10	3,232.71
2036	578.00	1,969.48	-	143.76	78.06	352.77	-	22.47	88.84	3,233.39
2037	618.89	1,929.89	-	140.87	83.63	346.65	-	22.08	90.62	3,232.63
2038	661.64	1,887.49	-	137.77	91.07	340.08	-	21.66	92.43	3,232.15
2039	708.10	1,842.17	-	134.47	98.50	332.93	-	21.21	94.28	3,231.66
2040	758.28	1,793.67	-	130.92	105.94	325.20	-	20.71	96.17	3,230.89
2041	812.18	1,741.72	-	127.13	115.23	316.88	-	20.18	98.09	3,231.43
2042	869.79	1,686.09	-	123.07	126.38	307.84	-	19.61	100.05	3,232.84
2043	932.98	1,626.51	-	118.72	135.67	297.92	-	18.98	102.05	3,232.84
2044	998.03	1,562.60	-	114.06	146.82	287.27	-	18.30	104.10	3,231.18
2045	1,070.52	1,494.23	-	109.07	159.83	275.74	-	17.56	106.18	3,233.14
2046	1,146.72	1,420.90	-	103.72	172.84	263.19	-	16.76	108.30	3,232.44
2047	1,228.49	1,342.35	-	97.98	187.71	249.63	-	15.90	110.47	3,232.53
2048	1,317.70	1,258.20	-	91.84	202.58	234.89	-	14.96	112.68	3,232.85
2049	1,410.63	1,167.94	-	85.25	219.31	218.99	-	13.95	114.93	3,230.99
2050	1,512.85	1,071.31	-	78.20	237.89	201.77	-	12.85	117.23	3,232.10
2051	1,622.50	967.68	-	70.63	258.34	183.10	-	11.66	119.57	3,233.49
2052	1,737.73	856.54	-	62.52	280.64	162.82	-	10.37	121.96	3,232.59
2053	1,864.11	737.51	-	53.83	302.94	140.79	-	8.97	124.40	3,232.55
2054	1,997.93	609.81	-	44.51	328.96	117.01	-	7.45	126.89	3,232.57
2055	2,142.89	472.96	-	34.52	356.84	91.18	-	5.81	129.43	3,233.63
2056	2,297.15	326.17	-	23.81	386.58	63.17	-	4.02	132.02	3,232.92
2057	2,464.42	168.81	-	12.32	418.17	32.83	-	2.09	134.66	3,233.30
Total	**$ 32,200.99**	**$ 46,564.04**	**$ (1,727.85)**	**$ 3,272.71**	**$ 4,936.27**	**$ 8,439.38**	**$ (303.54)**	**$ 518.21**	**$ 3,076.21**	**$ 96,976.41**

Footnote:

[a] Interest is calculated at a 6.850% rate for the Senior Lien Bonds and at a 7.850% rate for the Junior Lien Bonds for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1
LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GOVERNING BODY OF HUTTO, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: $43.06 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to Governing Body of Hutto, Texas, (the "Governing Body"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Limmer Square Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Governing Body. The exact amount of each annual installment will be approved each year by the Governing Body of Hutto, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Governing Body.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 3

	Improvement Area #1 Senior Lien Bonds				Improvement Area #1 Junior Lien Bonds					
Annual Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment [b]
2027	-	2.00	(2.00)	-	-	0.35	(0.35)	-	-	-
2028	0.39	2.56	-	0.19	0.05	0.45	-	0.03	0.09	3.75
2029	0.42	2.53	-	0.18	0.05	0.45	-	0.03	0.09	3.75
2030	0.45	2.50	-	0.18	0.06	0.44	-	0.03	0.09	3.75
2031	0.48	2.47	-	0.18	0.06	0.44	-	0.03	0.09	3.75
2032	0.51	2.44	-	0.18	0.06	0.43	-	0.03	0.10	3.75
2033	0.55	2.40	-	0.18	0.07	0.43	-	0.03	0.10	3.75
2034	0.58	2.37	-	0.17	0.08	0.42	-	0.03	0.10	3.75
2035	0.62	2.33	-	0.17	0.08	0.42	-	0.03	0.10	3.75
2036	0.67	2.28	-	0.17	0.09	0.41	-	0.03	0.10	3.75
2037	0.72	2.24	-	0.16	0.10	0.40	-	0.03	0.11	3.75
2038	0.77	2.19	-	0.16	0.11	0.39	-	0.03	0.11	3.75
2039	0.82	2.14	-	0.16	0.11	0.39	-	0.02	0.11	3.75
2040	0.88	2.08	-	0.15	0.12	0.38	-	0.02	0.11	3.75
2041	0.94	2.02	-	0.15	0.13	0.37	-	0.02	0.11	3.75
2042	1.01	1.95	-	0.14	0.15	0.36	-	0.02	0.12	3.75
2043	1.08	1.89	-	0.14	0.16	0.35	-	0.02	0.12	3.75
2044	1.16	1.81	-	0.13	0.17	0.33	-	0.02	0.12	3.75
2045	1.24	1.73	-	0.13	0.19	0.32	-	0.02	0.12	3.75
2046	1.33	1.65	-	0.12	0.20	0.31	-	0.02	0.13	3.75
2047	1.42	1.56	-	0.11	0.22	0.29	-	0.02	0.13	3.75
2048	1.53	1.46	-	0.11	0.23	0.27	-	0.02	0.13	3.75
2049	1.64	1.35	-	0.10	0.25	0.25	-	0.02	0.13	3.75
2050	1.75	1.24	-	0.09	0.28	0.23	-	0.01	0.14	3.75
2051	1.88	1.12	-	0.08	0.30	0.21	-	0.01	0.14	3.75
2052	2.01	0.99	-	0.07	0.33	0.19	-	0.01	0.14	3.75
2053	2.16	0.86	-	0.06	0.35	0.16	-	0.01	0.14	3.75
2054	2.32	0.71	-	0.05	0.38	0.14	-	0.01	0.15	3.75
2055	2.48	0.55	-	0.04	0.41	0.11	-	0.01	0.15	3.75
2056	2.66	0.38	-	0.03	0.45	0.07	-	0.00	0.15	3.75
2057	2.86	0.20	-	0.01	0.48	0.04	-	0.00	0.16	3.75
Total	**$ 37.33**	**$ 53.99**	**$ (2.00)**	**$ 3.79**	**$ 5.72**	**$ 9.78**	**$ (0.35)**	**$ 0.60**	**$ 3.57**	**$ 112.44**

Footnote:

[a] Interest is calculated at a 6.850% rate for the Senior Lien Bonds and at a 7.850% rate for the Junior Lien Bonds for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1
INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GOVERNING BODY OF HUTTO, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: $19,982,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to Governing Body of Hutto, Texas, (the "Governing Body"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Limmer Square Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Governing Body. The exact amount of each annual installment will be approved each year by the Governing Body of Hutto, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Governing Body.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - INITIAL PARCEL

	Improvement Area #1 Senior Lien Bonds					Improvement Area #1 Junior Lien Bonds						
Annual Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Reserve Fund	Additional Interest	Principal	Interest[a]	Capitalized Interest	Reserve Fund	Additional Interest	Annual Collection Costs	Total Annual Installment [b]
2027	-	929,684.28	(929,684.28)	-	-	-	163,321.87	(163,321.87)	-	-	-	-
2028	181,000.00	1,186,831.00	-	-	86,630.00	22,000.00	208,496.00	-	-	13,280.00	40,800.00	1,739,037.00
2029	194,000.00	1,174,432.50	-	-	85,725.00	24,000.00	206,769.00	-	-	13,170.00	41,616.00	1,739,712.50
2030	207,000.00	1,161,143.50	-	-	84,755.00	26,000.00	204,885.00	-	-	13,050.00	42,448.32	1,739,281.82
2031	222,000.00	1,146,964.00	-	-	83,720.00	28,000.00	202,844.00	-	-	12,920.00	43,297.29	1,739,745.29
2032	237,000.00	1,131,757.00	-	-	82,610.00	30,000.00	200,646.00	-	-	12,780.00	44,163.23	1,738,956.23
2033	254,000.00	1,115,522.50	-	-	81,425.00	33,000.00	198,291.00	-	-	12,630.00	45,046.50	1,739,915.00
2034	271,000.00	1,098,123.50	-	-	80,155.00	36,000.00	195,700.50	-	-	12,465.00	45,947.43	1,739,391.43
2035	290,000.00	1,079,560.00	-	-	78,800.00	39,000.00	192,874.50	-	-	12,285.00	46,866.38	1,739,385.88
2036	311,000.00	1,059,695.00	-	-	77,350.00	42,000.00	189,813.00	-	-	12,090.00	47,803.70	1,739,751.70
2037	333,000.00	1,038,391.50	-	-	75,795.00	45,000.00	186,516.00	-	-	11,880.00	48,759.78	1,739,342.28
2038	356,000.00	1,015,581.00	-	-	74,130.00	49,000.00	182,983.50	-	-	11,655.00	49,734.97	1,739,084.47
2039	381,000.00	991,195.00	-	-	72,350.00	53,000.00	179,137.00	-	-	11,410.00	50,729.67	1,738,821.67
2040	408,000.00	965,096.50	-	-	70,445.00	57,000.00	174,976.50	-	-	11,145.00	51,744.27	1,738,407.27
2041	437,000.00	937,148.50	-	-	68,405.00	62,000.00	170,502.00	-	-	10,860.00	52,779.15	1,738,694.65
2042	468,000.00	907,214.00	-	-	66,220.00	68,000.00	165,635.00	-	-	10,550.00	53,834.73	1,739,453.73
2043	502,000.00	875,156.00	-	-	63,880.00	73,000.00	160,297.00	-	-	10,210.00	54,911.43	1,739,454.43
2044	537,000.00	840,769.00	-	-	61,370.00	79,000.00	154,566.50	-	-	9,845.00	56,009.66	1,738,560.16
2045	576,000.00	803,984.50	-	-	58,685.00	86,000.00	148,365.00	-	-	9,450.00	57,129.85	1,739,614.35
2046	617,000.00	764,528.50	-	-	55,805.00	93,000.00	141,614.00	-	-	9,020.00	58,272.45	1,739,239.95
2047	661,000.00	722,264.00	-	-	52,720.00	101,000.00	134,313.50	-	-	8,555.00	59,437.90	1,739,290.40
2048	709,000.00	676,985.50	-	-	49,415.00	109,000.00	126,385.00	-	-	8,050.00	60,626.65	1,739,462.15
2049	759,000.00	628,419.00	-	-	45,870.00	118,000.00	117,828.50	-	-	7,505.00	61,839.19	1,738,461.69
2050	814,000.00	576,427.50	-	-	42,075.00	128,000.00	108,565.50	-	-	6,915.00	63,075.97	1,739,058.97
2051	873,000.00	520,668.50	-	-	38,005.00	139,000.00	98,517.50	-	-	6,275.00	64,337.49	1,739,803.49
2052	935,000.00	460,868.00	-	-	33,640.00	151,000.00	87,606.00	-	-	5,580.00	65,624.24	1,739,318.24
2053	1,003,000.00	396,820.50	-	-	28,965.00	163,000.00	75,752.50	-	-	4,825.00	66,936.72	1,739,299.72
2054	1,075,000.00	328,115.00	-	-	23,950.00	177,000.00	62,957.00	-	-	4,010.00	68,275.46	1,739,307.46
2055	1,153,000.00	254,477.50	-	-	18,575.00	192,000.00	49,062.50	-	-	3,125.00	69,640.97	1,739,880.97
2056	1,236,000.00	175,497.00	-	-	12,810.00	208,000.00	33,990.50	-	-	2,165.00	71,033.79	1,739,496.29
2057	1,326,000.00	90,831.00	-	(1,376,723.92)	6,630.00	225,000.00	17,662.50	-	(233,791.26)	1,125.00	72,454.46	129,187.78
Total	**$ 17,326,000.00**	**$ 25,054,151.28**	**$ (929,684.28)**	**$ (1,376,723.92)**	**$ 1,760,910.00**	**$ 2,656,000.00**	**$ 4,540,874.37**	**$ (163,321.87)**	**$ (233,791.26)**	**$ 278,825.00**	**$ 1,655,177.63**	**$ 50,568,416.95**

Footnote:

[a] Interest is calculated at a 6.850% rate for the Senior Lien Bonds and at a 7.850% rate for the Junior Lien Bonds for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L – ENGINEER'S REPORT

[Remainder of page left intentionally blank.]

ENGINEERING REPORT
FOR
LIMMER SQUARE
PUBLIC IMPROVEMENT DISTRICT
CITY OF HUTTO, TX

Prepared for:

Nivi Permmasani
Limmer Holdings LLC
101 Parklane Blvd Ste 102
Sugarland, TX 77478
(713) 666-5266
nivi@ashtongraydev.com

Prepared by:

LJA Engineering, Inc.
2700 La Frontera Blvd Ste 200
Round Rock, TX 78681
(512) 439-4700

Firm #1386

September 2026

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3. Development Cost
4. Development Schedule
5. Improvement Areas

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1. INTRODUCTION

The proposed Limmer Square Public Improvement District (PID) consists of a called 111.851 acres, with a total of 215 single-family lots, 300 multi-family lots, 204 townhome units, 5 commercial lots, and 2 open space/drainage, 2 open space lots, 1 park lot, and public street right of way. Access to the site will be taken from Limmer Loop to the north, Texas 130 Service Road to the east, and from Haybarn Lane to the west. Attached as **Appendix A** is a site location map.

The development is located within Williamson County; per the existing recorded Development Agreement (Document No. 2025031896) this project will annex into the City Limits of the City of Hutto (the City). It falls within the Brushy Creek Watershed and Dam 18 Tributary. The project is not located within the Edwards Aquifer Recharge or Contributing Zone. This report provides documentation of the public infrastructure items proposed to be funded by the PID through issuance of bonds by the City of Hutto.

2. DEVELOPMENT IMPROVEMENTS

The following public improvements are proposed and eligible for PID reimbursement as they are located in public right-of-way or public easements:

Major Improvements:

Roadway Improvements:

Collector roadway improvements including mobilization, grading, erosion control, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalks, striping, concrete, turn lanes, and signalization improvements for Rosalind and Oceanside Drives as well as Limmer Loop, Haybarn Ln, and TX 130 service road. These roadway improvements are further defined under the "*Limmer Square Overall Infrastructure – Water, Wastewater, Storm, and Street Improvements*" currently under review as CP-25-0031 in the City of Hutto. Roadway improvements will be owned by the City, maintained by the City and will benefit the entirety of the Limmer Square development.

Drainage Improvements:

Improvements include storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, detention pond improvements, and trench safety associated with drainage improvements for the systems within the Major Improvement Roadway Improvements defined above. Detention pond improvements and irrigation system will be maintained by the HOA. All other drainage improvements will be maintained by the City. Drainage improvements will be owned by the City and will benefit all of the Limmer Square development.

Water Improvements:

Improvements include trench excavation and embedment, trench safety, PVC piping, Ductile Iron piping, gate valves, fire hydrants, air release valves, service connections, testing and all other necessary appurtenances required to provide water service to each lot. Major Water

Improvements include a 24-inch waterline along Rosalind Avenue and a 12-inch waterline along Oceanside Drive. Water improvements will be owned and maintained by Jonah Water Special Utility District (S.U.D.), and will benefit all of the Limmer Square development.

Wastewater Improvements:

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, air release valves, cleanouts, service connections, testing and all other wastewater service to each lot. Major Wastewater improvements are located within Oceanside Drive and Rosalind Avenue. Wastewater improvements will be owned and maintained by the City and will benefit all of the Limmer Square development.

Offsite Wastewater Improvements:

Improvements include trench excavation and embedment, trench safety, PVC piping, and manholes. Wastewater improvements will be owned and maintained by the City and will benefit all of the Limmer Square development.

For the offsite wastewater system, pro-rata shares were determined based on the total Living Unit Equivalents (LUEs) available for each segment of pipe size and the total LUEs required for the Limmer Square development (848 LUEs). Based on the percentage of LUEs, the Pro Rata Share cost of improvements to the Limmer Square development is $2,280,323.63 out of the total project cost of $7,339,360.95. It has been negotiated that the City of Hutto will reimburse Limmer Square for the remaining balance between the total cost and the development's allocated share. A detailed breakdown of the offsite wastewater improvements and cost allocation used in the negotiation is included in **Appendix F**.

The 848 LUEs used in the negotiation with the City of Hutto were based on a previous Lotting Plan. With the current Lot Plan, shown in **Appendix G**, the project's projected LUE Requirements are:

Limmer Square Projected LUEs:				
Land Use	**Land Area [ac]**	**Proposed [s.f. GFA or Units]**	**LUE Conversion***	**LUE Required**
Commercial**	9.03	87,500 sf GFA**	**	102**
Townhomes	21.62	204 units	1 LUE per unit	204
Multi-family	11.37	300 units	0.8 LUE per unit	240
Single-family	26.05	215 units	1 LUE per unit	215
TOTAL				**761**

** LUE Conversions from City of Hutto Criteria*

*** Commercial use square footage based on average building SF per Acre as shown on Conceptual Layouts prepared by LJA on 4/26/2024. Final LUEs will vary based on end site layout & uses.*

Offsite Water Improvements:

Improvements include trench excavation and embedment, trench safety, PVC piping, and Ductile Iron piping. Water improvements will be owned and maintained by Jonah Water Special Utility District (S.U.D.), and will benefit all of the Limmer Square development.

The Limmer Square development will require a 16-inch water main to serve its projected demand; however, per Jonah Water S.U.D.'s request, the line will be upsized to a 30-inch diameter to accommodate other future developments in the region. Jonah Water S.U.D. will fund the additional cost associated with the upsizing of this water main. A detailed breakdown of the offsite water improvements and cost allocation is included in **Appendix F**.

Internal Improvements:

Roadway Improvements:

Local roadway improvements including mobilization, grading, erosion control, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalks, striping, concrete, turn lanes, and signalization improvements for the local streets shown in "*Public Improvements Construction Plans for: Limmer Square Single Family*", currently under review at the City of Hutto as CP-26-0002. Roadway improvements will be owned and maintained by the City.

Drainage Improvements:

Improvements include storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, and trench safety associated with drainage improvements. Drainage improvements will be owned and maintained by the City. The internal drainage improvements are limited to the storm infrastructure located in the above defined local streets.

Water Improvements:

Improvements include trench excavation and embedment, trench safety, PVC piping, Ductile Iron piping, gate valves, fire hydrants, air release valves, service connections, testing and all other necessary appurtenances required to provide water service to each lot. Internal Water improvements will be owned and maintained by Jonah Water Special Utility District (SUD).

Wastewater Improvements:

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, air release valves, cleanouts, service connections, testing and all other wastewater service to each lot. Wastewater improvements will be owned and maintained by the City.

Engineering & Surveying:

Includes all design, permitting, plan production, and construction-phase costs for the reimbursable improvements listed above for both the Major and Internal Improvements. These Engineering and Surveying Fees are included as **Appendix D**.

3. DEVELOPMENT COSTS

The Summary for the eligible costs, including engineering and surveying, and estimated construction costs are included. Engineering and Surveying Fees are provided in **Appendix D**. The Engineer's Opinion of Probable Cost (OPC) for this development is included as **Appendix E**. A detailed breakdown of the proposed offsite utility improvements is included as **Appendix F**.

Category	**Estimated Total Cost**	**PID Reimbursable**
Engineering & Surveying	$4,331,885.07	$4,331,885.07
Major Improvements	$11,721,376.61	$11,721,376.61
Improvement Area #1 (IA#1)	$13,255,472.99	$13,255,472.99
Major Offsite Water Improvements	$7,255,662.94	$4,474,154.60
Major Offsite Wastewater Improvements	$7,339,360.95	$2,280,323.63
Total	***$43,903,758.56***	***$36,063,212.90***

Total Estimated PID Reimbursement: ***$36,063,212.90***

Estimated Offsite Wastewater Reimbursement from City of Hutto: **$5,059,037.32**

Estimated Offsite Water Reimbursement from Jonah Water S.U.D.: **$2,781,508.34**

Owner-Funded Improvements (Non-reimbursable): **$0.00**

4. DEVELOPMENT SCHEDULE

The Limmer Square development is anticipated to occur in 8 phases. Each phase will include a portion of the public infrastructure and will be designed to support future phases.

- Phase 1: Includes the initial major improvements. These include north detention pond, collector roadways & drainage, and water/wastewater infrastructure.
- Phase 2: Includes single family residences and a south detention pond. This includes the local roads & drainage, utilities, and open space improvements.
- Phase 3: Includes townhomes and associated roads, drainage, and water/wastewater infrastructure.
- Phase 4, 5, 6, & 8: Includes commercial tracts.
- Phase 7: Includes multifamily tract.

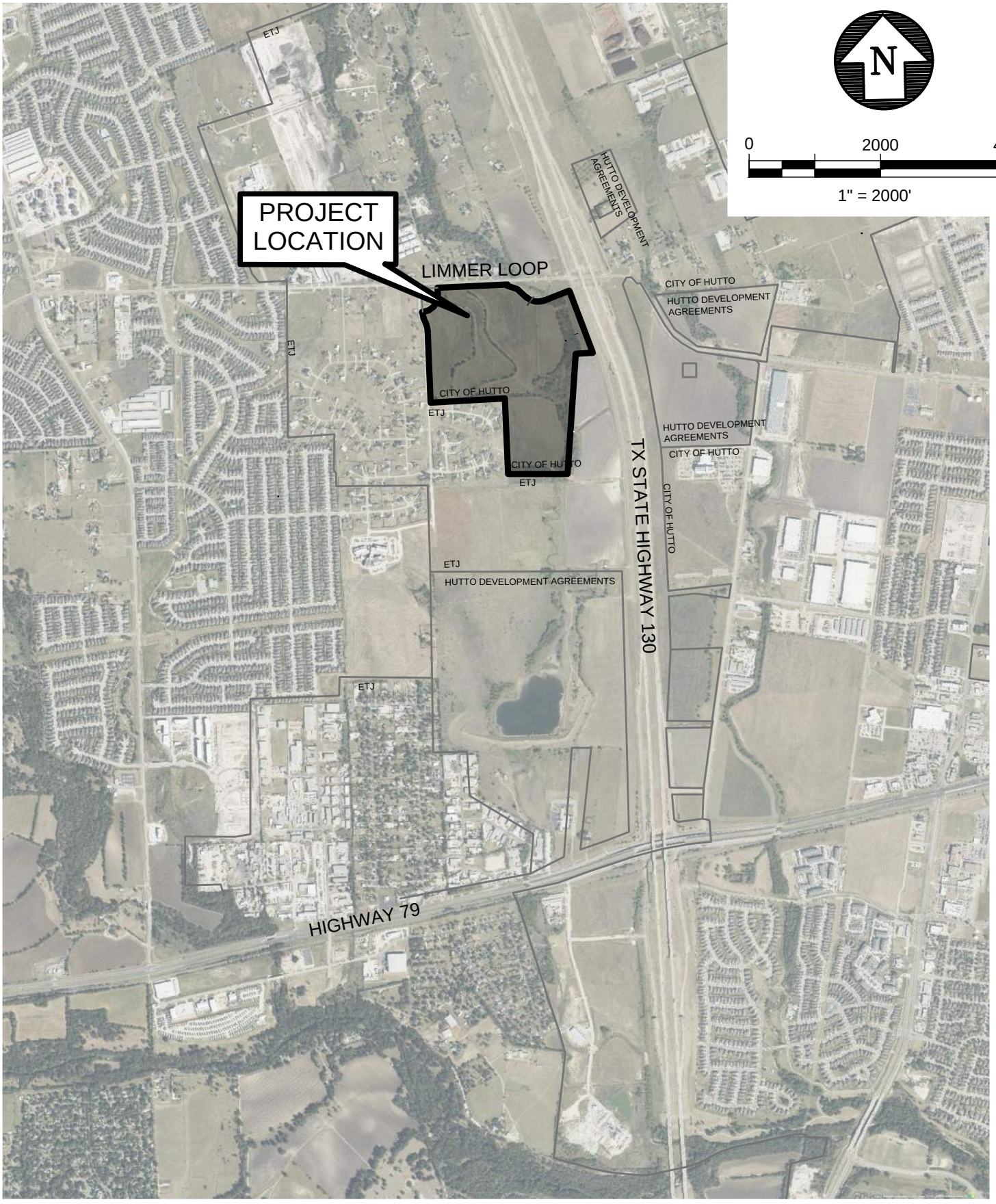
See **Appendix B** for the development phasing exhibit.

5. IMPROVEMENT AREAS

The project proposes two (2) Improvement areas for the development as shown in **Appendix H**. Improvement area #1 (IA1) consists of Phases 2-6, as well as Phase 8. This includes all single-family, townhome, and commercial tracts. Improvement area #2 (IA2) is the multi-family portion of the development, proposed as Phase 7.

All major improvements will be constructed with Phase 1 of the development with some of those improvements lying within the proposed improvement areas. Additionally, there are development costs that are for the sole benefit of IA1; these are denoted and included in the OPCs. While IA1 contains the commercial tracts (Phases 4, 5, 6, and 8), no improvements specific to these tracts have been defined at this time. Additionally, no specific improvements are yet defined for the multi-family tract (IA2).

Appendix A – Site Location Map



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LOCATION MAP

9/23/25

Date\Time : Tue, 23 Sep 2025 – 2:22pm User Name : ejlopez
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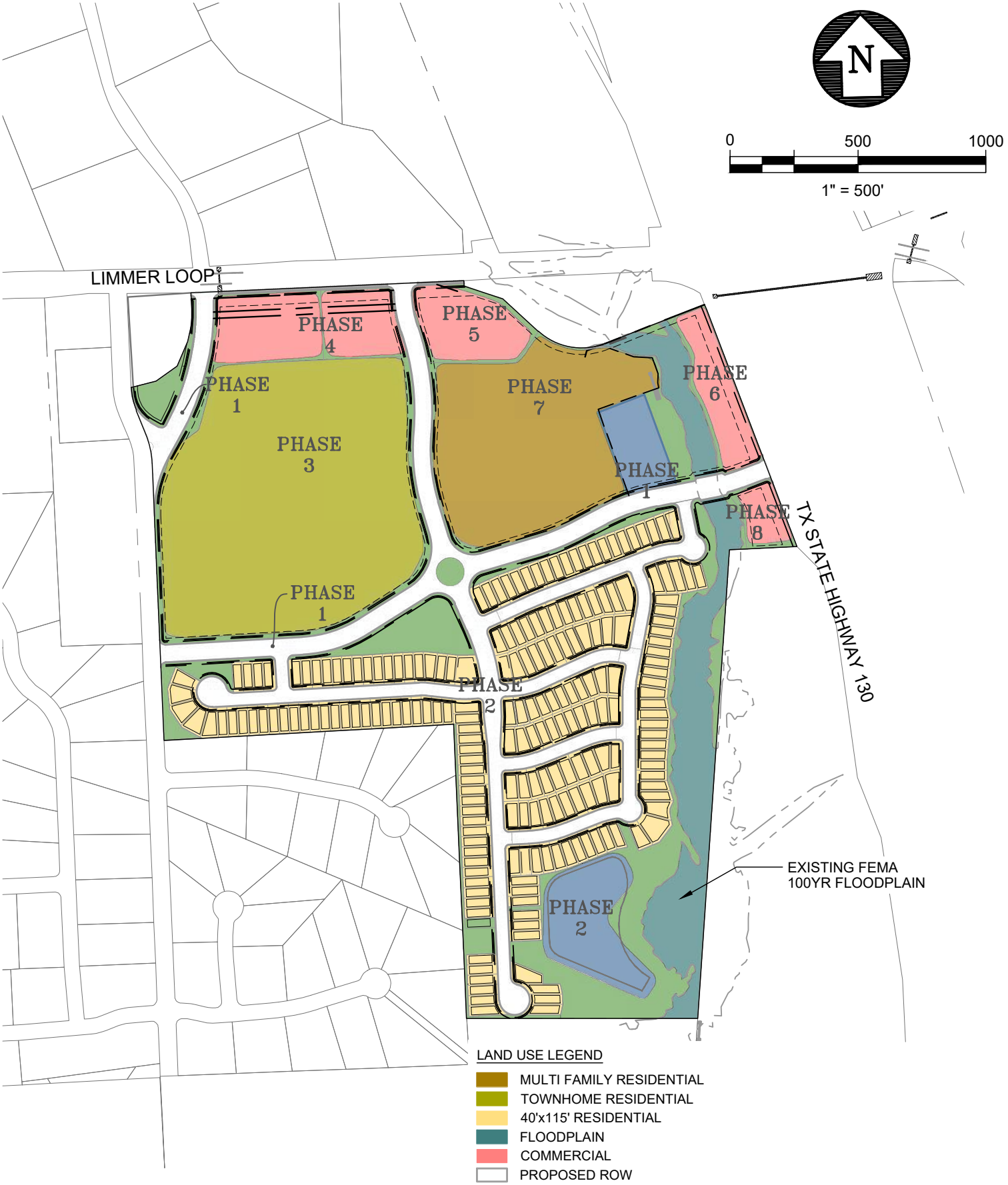
Appendix B – Development Phases



PHASE MAP

7/16/26

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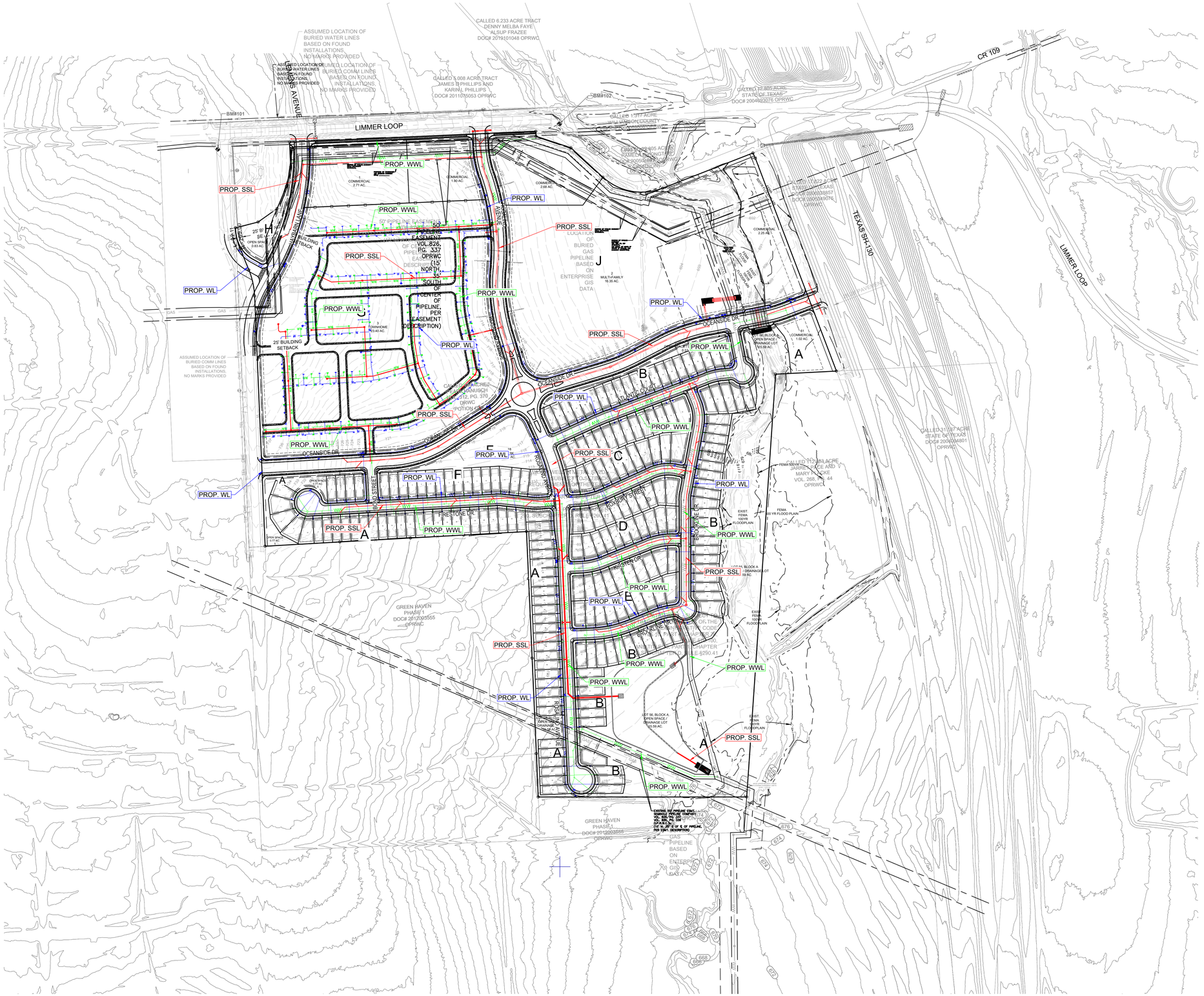
Appendix C – Major Improvements Exhibits



LEGEND:

- PROPOSED WATER LINE
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED WASTEWATER LINE AND MANHOLE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- PROPOSED STORM SEWER LINE AND MANHOLE

LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1
ON-SITE IMPROVEMENTS EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY:	DATE

DATE: 7/16/2026
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: ON-SITE IMPROVEMENTS EXHIBIT.dwg

STATE OF TEXAS
JOSE BONIFACIO LOZANO
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JOB NUMBER: A474-1001

EX1

SHEET NO. 1 OF 5 SHEETS

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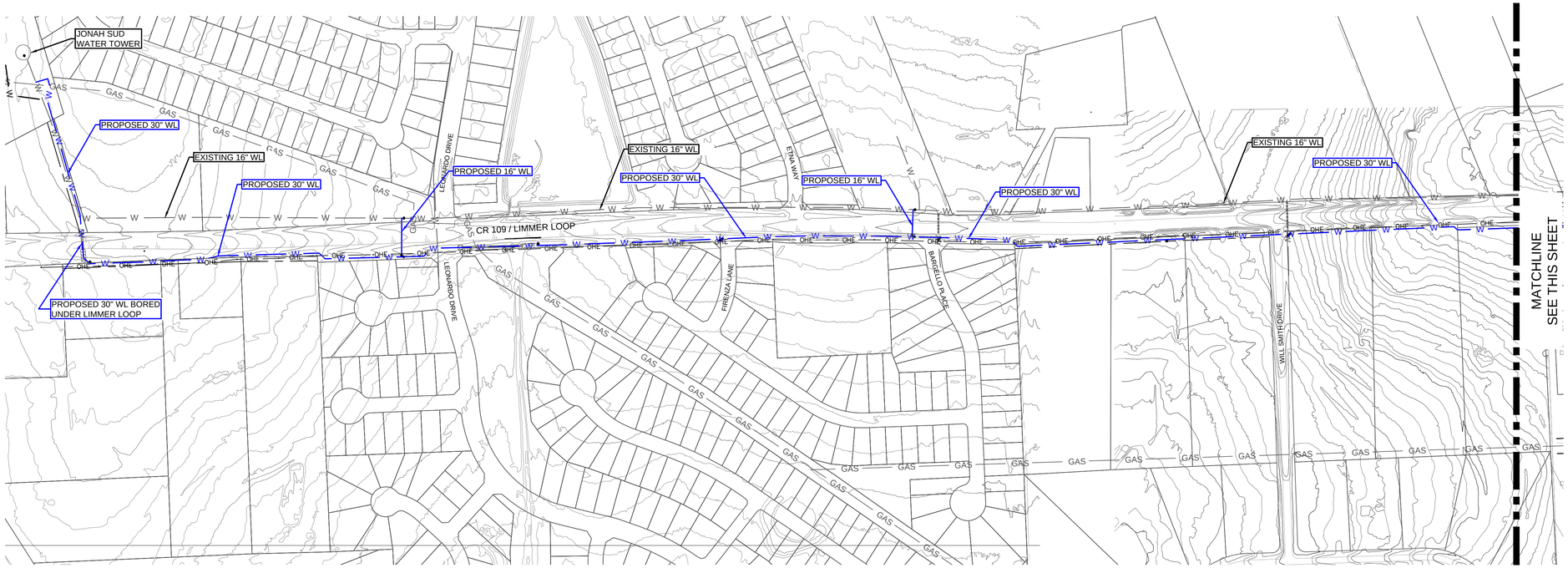

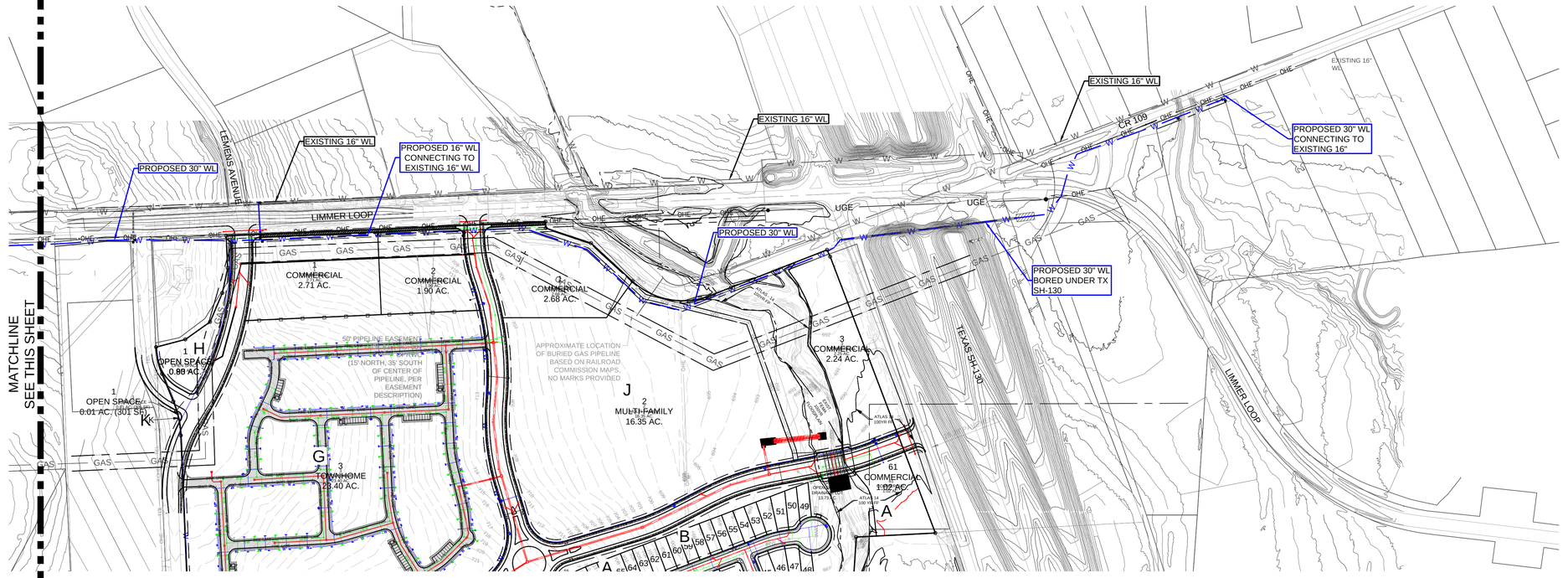

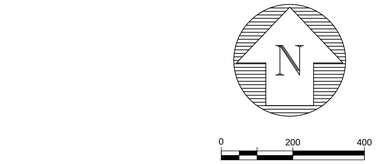

LEGEND:

- PROPOSED WATER LINE
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED WASTEWATER LINE AND MANHOLE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- PROPOSED STORM SEWER LINE AND MANHOLE

LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1

OFF-SITE WATER IMPROVEMENTS EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

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EX2

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OF 5 SHEETS

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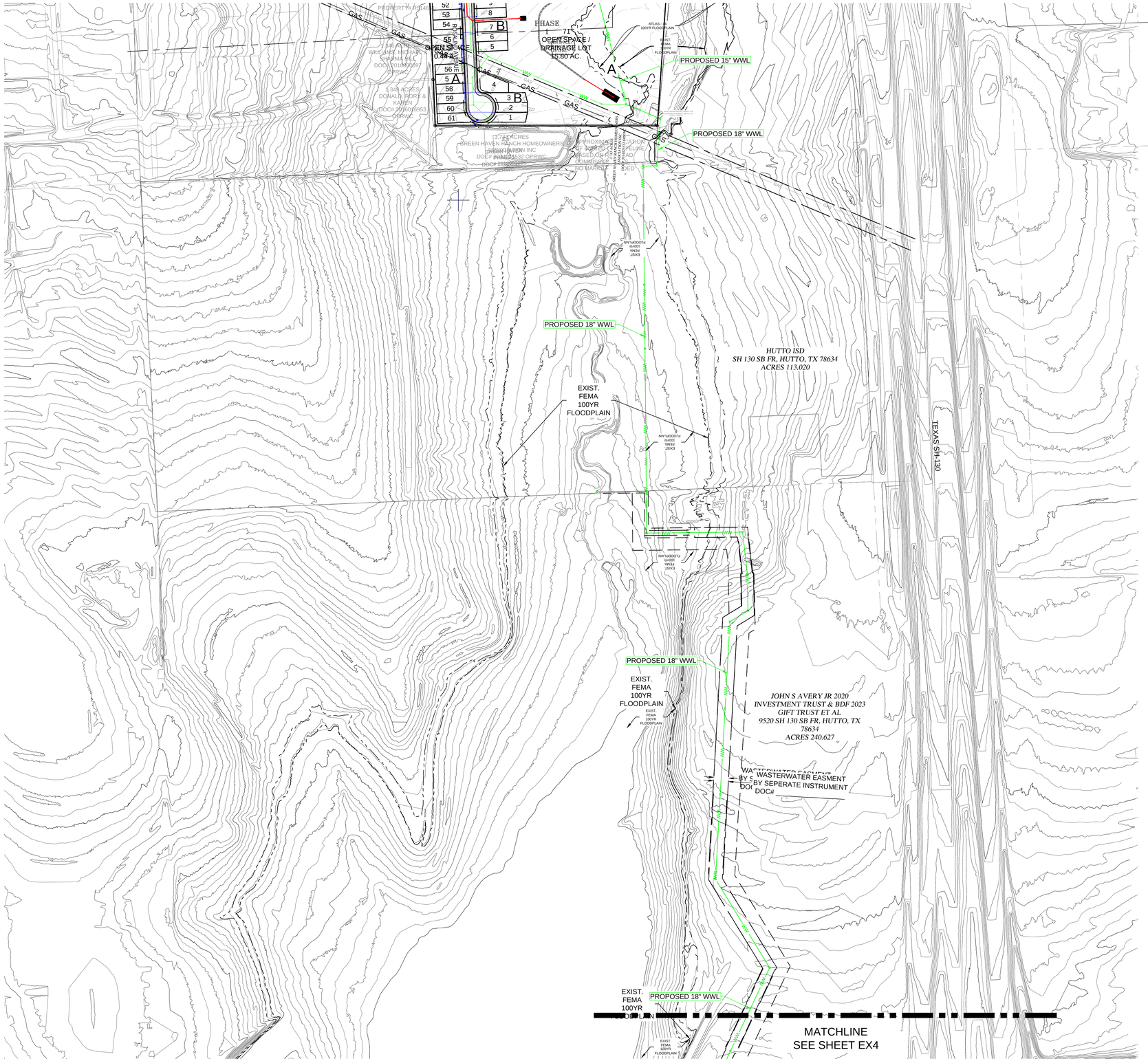

LEGEND:

- PROPOSED WATER LINE
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED WASTEWATER LINE AND MANHOLE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- PROPOSED STORM SEWER LINE AND MANHOLE

LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1
OFF-SITE WASTEWATER IMPROVEMENTS EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY:	DATE

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EX3

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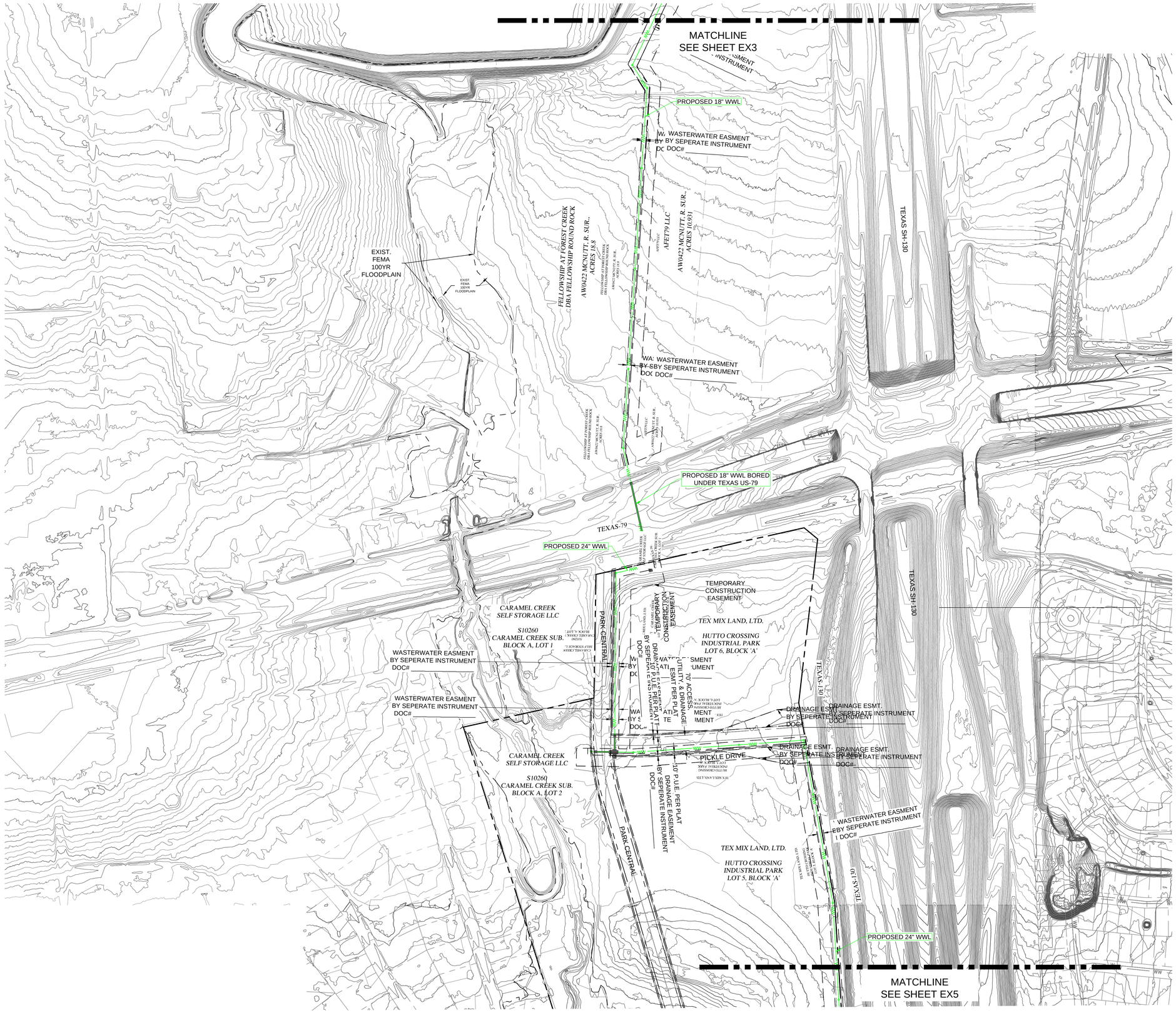

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LEGEND:

- PROPOSED WATER LINE
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED WASTEWATER LINE AND MANHOLE
- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- PROPOSED STORM SEWER LINE AND MANHOLE

LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1

OFF-SITE WASTEWATER
IMPROVEMENTS EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 9/23/2025
DESIGNED BY:
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EX4

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OF 5 SHEETS

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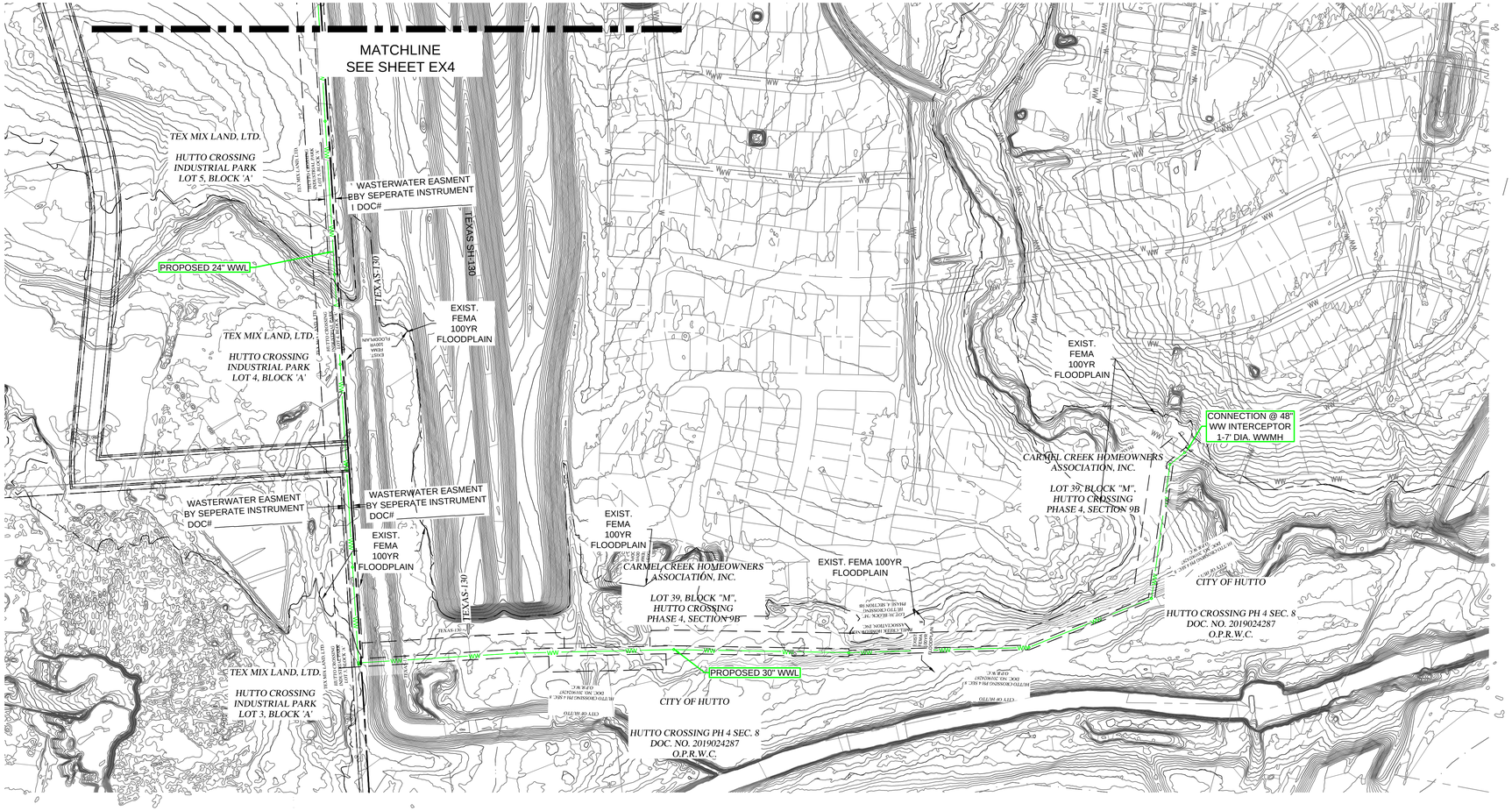

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LEGEND:

- PROPOSED WATER LINE
- DOUBLE WATER SERVICE LEAD
- SINGLE WATER SERVICE LEAD
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
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- DOUBLE SANITARY SERVICE LEAD
- SINGLE SANITARY SERVICE LEAD
- PROPOSED STORM SEWER LINE AND MANHOLE

LIMMER SQUARE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1

OFF-SITE WASTEWATER
IMPROVEMENTS EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 9/23/2025
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DRAWING NAME: ON-SITE IMPROVEMENTS EXHIBIT.dwg

STATE OF TEXAS
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JOB NUMBER:
A474-1001

EX5

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5
OF 5 SHEETS

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Appendix D – Major Improvements Engineering and Surveying Fees

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Pearl Estates - Hutto, TX
Opinion of Probable Costs Summary
For Calculation of PID Values
LJA Project No. A474-1001

Internal Improvements	**$24,976,849.60**
Total Off-site Wastewater Improvements	*$7,339,360.95*
Pro-Rata Share Off-site Wastewater	**$2,280,323.63**
Total Off-site Water Improvements	*$7,255,662.94*
Pro-Rata Share Off-site Water	**$4,474,154.60**
Grand Total PID Improvements	**$31,731,327.83**
Soft Costs:	
Engineering and Surveying	**$2,128,000.00**
Inspections and Jurisdiction review fees at 7% of constructed value	**$2,221,192.95**
Grand Total Engineering & Surveying	**$4,349,192.95**

Notes
Since ENGINEER has no control over the cost of labor, materials, equipment, services furnished by others, over the Contractor(s) methods of determining prices, over competitive bidding or market conditions, ENGINEER'S opinion of probable costs and construction cost(s) provided for herein are made on the basis of ENGINEER'S experience and qualifications and represents ENGINEER'S Judgment as an experienced and qualified professional engineer, familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or actual project construction costs will not vary from Opinion of Probable cost prepared.

Assumptions
1. Opinion of probable costs exclude landscape irrigation costs and utility relocations, if required.

Appendix E – Engineer's OPC

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Pearl Estates - Hutto, TX
Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Major Improvements
LJA Project No. A474-1001

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words	Unit Price In Figures	Total Price
1	21.1	AC	ROW and lot clearing, grubbing and preparation, Complete in place per acre for	$5,900.00	$124,726.00
2	60,213	CY	Excavation to subgrade, Complete in place per cubic yard for	$6.90	$415,469.70
3	20,615	CY	Embankment to subgrade, Complete in place per cubic yard for	$5.70	$117,505.50
4	23,377	SY	3" Type D HMAC, Complete in place per square yard for	$33.75	$788,973.75
5	30,831	SY	16" Flexible Base, Complete in place per square yard for	$28.70	$884,849.70
6	30,831	SY	8" Lime Stabillized Subgrade, Complete in place per square yard for	$8.25	$254,355.75
7	30,831	SY	Geogrid, specified per Geotech report, Complete in place per square yard for	$8.25	$254,355.75
8	12,018	LF	6" Curb and Gutter, Complete in place per linear foot for	$26.25	$315,472.50

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Major Improvements
STREET IMPROVEMENTS (cont.)

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
9	4,929	SY	5' Sidewalk, Complete in place per square yard for	$56.25	$277,256.25
10	22	EA	ADA Ramps, Complete in place per each for	$2,800.00	$61,600.00
11	5	EA	Street Name/Stop Signs and Stop Bars, Complete in place per each for	$760.00	$3,800.00
12	4	EA	Yield Signs and Yield Bars, Complete in place per each for	$760.00	$3,040.00
13	3	EA	Traffic Control, Complete in place per lump sum	$7,625.00	$22,875.00
14	1	LS	Deceleration Lane & Left Turn Lane on Limmer Loop, Complete in place per lump sum	$325,000.00	$325,000.00
15	1	LS	Signalize Intersection @ Limmer Loop & SH 130 Frontage Road, Compete in place per lump sum	$410,000.00	$410,000.00
			Total Street Improvements		**$4,259,279.90**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Major Improvements
DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
16	15	EA	10' Type 1 Inlets, Complete in place per each for	$7,075.00	$106,125.00
17	5	EA	5'x5' Grate 1 Inlets, Complete in place per each for	$5,500.00	$27,500.00
18	4	EA	6'x6' Grate 1 Inlets, Complete in place per each for	$6,850.00	$27,400.00
19	5	EA	7'x7' Grate 1 Inlets, Complete in place per each for	$13,500.00	$67,500.00
20	824	LF	18" RCP, Class III, All Depths, Complete in place per linear foot for	$90.00	$74,160.00
21	270	LF	24" RCP, Class III, All Depths, Complete in place per linear foot for	$120.00	$32,400.00
22	814	LF	30" RCP, Class III, All Depths, Complete in place per linear foot for	$175.00	$142,450.00
23	773	LF	36" RCP, Class III, All Depths, Complete in place per linear foot for	$225.00	$173,925.00
24	48	LF	42" RCP, Class III, All Depths, Complete in place per linear foot for	$305.00	$14,640.00
25	1,900	LF	60" RCP, Class III, All Depths, Complete in place per linear foot for	$405.00	$769,500.00

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Major Improvements
DRAINAGE IMPROVEMENTS (cont.)

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
26	96	LF	66" RCP, Class III, All Depths, Complete in place per linear foot for	$550.00	$52,800.00
27	5	EA	5'x5' Box Storm Sewer Manhole, All Depths, Complete in place per each and for	$5,500.00	$27,500.00
28	1	EA	6'x6' Box Storm Sewer Manhole, All Depths, Complete in place per each and for	$6,850.00	$6,850.00
29	5	EA	7'x7' Box Storm Sewer Manhole, All Depths, Complete in place each and for	$13,500.00	$67,500.00
30	88	LF	6-10'X5' Multiple Box Culvert, Complete in place per linear foot for	$7,500.00	$660,000.00
31	2	EA	Headwall for 6-10'X5' MBC, per TxDOT Specs, Complete in place per each and for	$150,000.00	$300,000.00
32	260	LF	TxDOT PR-1 Handrail, Complete in place per linear foot for	$190.00	$49,400.00
33	4,725	LF	Trench Safety, Complete in place per linear foot for	$2.00	$9,450.00
			Total Drainage Improvements		**$2,609,100.00**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Major Improvements
WATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
34	4	EA	12" Wet Connection, Complete in place per each for	$3,750.00	$15,000.00
35	1	EA	24" Wet Connection, Complete in place per each for	$7,500.00	$7,500.00
36	276	LF	8" Waterline, PVC C900 Complete in place per linear foot for	$75.00	$20,700.00
37	3,718	LF	12" Waterline, PVC C900 Complete in place per linear foot for	$230.00	$855,140.00
38	1,539	LF	24" Waterline, PVC C900 Complete in place per linear foot for	$460.00	$707,940.00
39	9	EA	24" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$8,400.00	$75,600.00
40	21	EA	12" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$6,250.00	$131,250.00
41	4	EA	8" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$2,740.00	$10,960.00
42	1	EA	Irrigation Water Service, Complete in place per each for	$1,725.00	$1,725.00
43	12	EA	5 1/4" Fire Hydrant, Including 6" D.I. Lead, 6" Gate Valve and Box and Valve Adjustment to Grade, Complete in place per each for	$10,750.00	$129,000.00
44	5,533	LF	Trench Safety, Complete in place per linear foot for	$2.00	$11,066.00
			Total Water Improvements		**$1,965,881.00**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Major Improvements
WASTEWATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
45	4	EA	Connection to existing Wastewater System, Complete in place per each for	$17,360.00	$69,440.00
46	267	LF	8" WWL, 0-8' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$51.50	$13,750.50
47	38	LF	8" WWL, 8-10' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$58.00	$2,204.00
48	139	LF	8" WWL, 10-12' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$64.00	$8,896.00
49	274	LF	8" WWL, 12-14' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$70.00	$19,180.00
50	130	LF	8" WWL, 14-16' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$79.00	$10,270.00
51	49	LF	15" WWL, 0-8' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$96.50	$4,728.50
52	729	LF	15" WWL, 8-10' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$109.00	$79,461.00

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Major Improvements
WASTEWATER IMPROVEMENTS (cont.)

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
53	193	LF	15" WWL, 10-12' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$120.00	$23,160.00
54	111	LF	15" WWL, 12-14' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$131.00	$14,541.00
55	14	EA	4-Foot Diameter, WWMH, All Depths, including Bolted Cover, if required, and Adjustment to Grade, Complete in place per each for	$7,150.00	$100,100.00
56	168	VF	4-Foot Diameter, WWMH, All Depths, including Bolted Cover, if required, and Adjustment to Grade, Complete in place per each for	$790.00	$132,720.00
57	1,930	LF	Trench Safety, Complete in place per linear foot for	$2.00	$3,860.00
			Total Wastewater Improvements		**$482,311.00**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Major Improvements July 20, 2026
DETENTION POND

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
58	1	LS	DET Pond 1 Appurtenances, including fencing, driveway, gate, & access appurtenances, Complete Complete in place per lump sum for		
				$425,000.00	$425,000.00
			Total Detention Pond Appurtenances		**$425,000.00**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Major Improvements
EROSION/SEDIMENTATION CONTROL

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
59	8,082	LF	Silt Fence, Complete in place per linear foot for	$5.75	$46,471.50
60	18	EA	Inlet Protection, Complete in place each for	$150.00	$2,700.00
61	56,144	SY	Permanent Restoration/Revegetation, Including All Areas in ROW, Pursuant to COA Standard Specification 604S.5, Complete in place per per square yard for	$7.00	$393,008.00
62	125	LF	Rock Berm, Complete in place each for	$34.00	$4,250.00
63	3	EA	Stabilized Construction Entrance, Complete in place each for	$1,500.00	$4,500.00
			Total Erosion/Sedimentation Control Improvements		**$450,929.50**

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Limmer Square Public Improvement District - Major Improvements

Opinion of Probable Costs Summary

LJA Project No. A474-1001

Street Improvements Total	$4,259,279.90
Drainage Improvements Total	$2,609,100.00
Water Improvements Total	$1,965,881.00
Wastewater Improvements Total	$482,311.00
Detention Pond Appurtenances Total	$425,000.00
Erosion/Sedimentation Control Total	$450,929.50
Contingency (@15%)	$1,528,875.21
GRAND TOTAL	**$11,721,376.61**

Notes

Since ENGINEER has no control over the cost of labor, materials, equipment, services furnished by others, over the Contractor(s) methods of determining prices, over competitive bidding or market conditions, ENGINEER'S opinion of probable costs and construction cost(s) provided for herein are made on the basis of ENGINEER'S experience and qualifications and represents ENGINEER'S Judgment as an experienced and qualified professional engineer, familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or actual project construction costs will not vary from Opinion of Probable cost prepared.

Assumptions

1. Quantities based on Limmer Square Single Family and Townhome plan design as of 4/15/2026.
2. Permanent restoration is area of ROW, excluding asphalt and curb area.
3. Opinion of probable costs excludes landscape, irrigation, dry utilities, streetlights, and any utility relocations, if required.
4. Costs assume standard curb and gutter dimensions per Hutto details.

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Pearl Estates - Hutto, TX
Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
LJA Project No. A474-1001

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words	Unit Price In Figures	Total Price
1	41.8	AC	ROW and lot clearing, grubbing and preparation, Complete in place per acre for	$5,900.00	$246,620.00
2	73,714	CY	Excavation to subgrade, Complete in place per cubic yard for	$6.90	$508,626.60
3	152,648	CY	Embankment to subgrade, Complete in place per cubic yard for	$5.70	$870,093.60
4	39,598	CY	Import Fill Material from On-site, Complete in place per cubic yard for	$2.00	$79,196.00
5	39,336	CY	Import Fill Material from Off-site, Complete in place per cubic yard for	$11.00	$432,696.00
6	13,449	SFF	Rock retaining wall, Measured by square foot of exposed face, Complete in place per square foot for	$30.00	$403,470.00
7	20,844	SY	2" Type D HMAC, Complete in place per square yard for	$22.50	$468,990.00
8	2,296	SY	3" Type D HMAC, Complete in place per square yard for	$33.75	$77,490.00
9	27,385	SY	14" Flexible Base, Complete in place per square yard for	$25.10	$687,363.50
10	2,751	SY	16" Flexible Base, Complete in place per square yard for	$28.70	$78,953.70

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
STREET IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
11	30,136	SY	8" Lime Stabillized Subgrade, Complete in place per square yard for	$8.25	$248,622.00
12	30,136	SY	Geogrid, specified per Geotech report, Complete in place per square yard for	$8.25	$248,622.00
13	12,767	LF	6" Curb and Gutter, Complete in place per linear foot for	$26.25	$335,133.75
14	1,442	SY	5' Sidewalk, Complete in place per square yard for	$56.25	$81,112.50
15	52	EA	ADA Ramps, Complete in place per each for	$2,800.00	$145,600.00
16	9	EA	Street Name/Stop Signs and Stop Bars, Complete in place per each for	$760.00	$6,840.00
17	1	EA	Traffic Control, Complete in place per lump sum	$7,625.00	$7,625.00
			Total Street Improvements		**$4,927,054.65**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
18	35	EA	10' Type 1 Inlets, Complete in place per each for	$7,075.00	$247,625.00
19	2,425	LF	18" RCP, Class III, All Depths, Complete in place per linear foot for	$90.00	$218,250.00
20	2,246	LF	24" RCP, Class III, All Depths, Complete in place per linear foot for	$120.00	$269,520.00
21	1,804	LF	30" RCP, Class III, All Depths, Complete in place per linear foot for	$175.00	$315,700.00
22	767	LF	36" RCP, Class III, All Depths, Complete in place per linear foot for	$225.00	$172,575.00
23	1,036	LF	42" RCP, Class III, All Depths, Complete in place per linear foot for	$305.00	$315,980.00
24	391	LF	48" RCP, Class III, All Depths, Complete in place per linear foot for	$355.00	$138,805.00
25	272	LF	60" RCP, Class III, All Depths, Complete in place per linear foot for	$405.00	$110,160.00

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
DRAINAGE IMPROVEMENTS (cont.)

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
26	4	EA	4' Dia. Storm Sewer Manhole, All Depths, Complete in place per each and for	$5,000.00	$20,000.00
27	27	EA	5'x5' Box Storm Sewer Manhole, All Depths, Complete in place per each and for	$5,500.00	$148,500.00
28	1	EA	6'x6' Box Storm Sewer Manhole, All Depths, Complete in place per each and for	$6,850.00	$6,850.00
29	7	EA	7'x7' Box Storm Sewer Manhole, All Depths, Complete in place each and for	$13,500.00	$94,500.00
30	14,481	LF	Trench Safety, Complete in place per linear foot for	$2.00	$28,962.00
			Total Drainage Improvements		**$2,087,427.00**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
WATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
31	2	EA	8" Wet connection, Complete in place per each for	$11,100.00	$22,200.00
32	10,263	LF	8" Waterline, PVC C900 Complete in place per linear foot for	$75.00	$769,725.00
33	1,553	LF	24" Waterline, PVC C900 Complete in place per linear foot for	$460.00	$714,380.00
34	6	EA	24" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$8,400.00	$50,400.00
35	51	EA	8" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$2,740.00	$139,740.00
36	187	EA	Double Water Service, Complete in place per each for	$3,125.00	$584,375.00
37	30	EA	Single Water Service, Complete in place per each for	$2,850.00	$85,500.00
38	2	EA	Irrigation Water Service, Complete in place per each for	$1,725.00	$3,450.00
39	29	EA	5 1/4" Fire Hydrant, Including 6" D.I. Lead, 6" Gate Valve and Box and Valve Adjustment to Grade, Complete in place per each for	$10,750.00	$311,750.00

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
WATER IMPROVEMENTS (cont.)

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
40	11,816	LF	Trench Safety, Complete in place per linear foot for	$2.00	$23,632.00
			Total Water Improvements		**$2,705,152.00**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
WASTEWATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
41	6	EA	Connection to existing Wastewater System, Complete in place per each for	$17,360.00	$104,160.00
42	1,806	LF	8" WWL, 0-8' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$51.50	$93,009.00
43	2,244	LF	8" WWL, 8-10' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$58.00	$130,152.00
44	379	LF	8" WWL, 10-12' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$64.00	$24,256.00
45	138	LF	8" WWL, 12-14' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$70.00	$9,660.00
46	369	LF	8" WWL, 14-16' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$79.00	$29,151.00
47	280	LF	8" WWL, 16'-18' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$90.00	$25,200.00

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
WASTEWATER IMPROVEMENTS (cont.)

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
48	29	EA	4-Foot Diameter, WWMH, All Depths, including Bolted Cover, if required, and Adjustment to Grade, Complete in place per each for	$7,150.00	$207,350.00
49	75	VF	4-Foot Diameter, WWMH, Additional Depths, including Bolted Cover, if required, and Adjustment to Grade, Complete in place per each for	$790.00	$59,250.00
50	84	EA	Double Wastewater Service, Complete in place per each for	$4,650.00	$390,600.00
51	40	EA	Single Wastewater Service, Complete in place per each for	$3,950.00	$158,000.00
52	5,216	LF	Trench Safety, Complete in place per linear foot for	$2.00	$10,432.00
			Total Wastewater Improvements		**$1,241,220.00**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
DETENTION POND

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
53	1	LS	South Pond Fence and access appurtenances, Complete in place per lump sum for		
				$250,000.00	$250,000.00
			Total Detention Pond Appurtenances		**$250,000.00**

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - IA1
EROSION/SEDIMENTATION CONTROL

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
54	6,195	LF	Silt Fence, Complete in place per linear foot for	$5.75	$35,621.25
55	35	EA	Inlet Protection, Complete in place each for	$150.00	$5,250.00
56	15,462	SY	Permanent Restoration/Revegetation, Including All Areas in ROW, Pursuant to COA Standard Specification 604S.5, Complete in place per per square yard for	$7.00	$108,234.00
57	2	EA	Stabilized Construction Entrance, Complete in place each for	$1,500.00	$3,000.00
58	1	LS	Limmer Townhome Erosion/Sediment Control Complete in place per lump sum for	$163,539.35	$163,539.35
			Total Erosion/Sedimentation Control Improvements		**$315,644.60**

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Limmer Square Public Improvement District - IA1
Opinion of Probable Costs Summary
LJA Project No. A474-1001

Street Improvements Total	$4,927,054.65
Drainage Improvements Total	$2,087,427.00
Water Improvements Total	$2,705,152.00
Wastewater Improvements Total	$1,241,220.00
Detention Pond Appurtenances Total	$250,000.00
Erosion/Sedimentation Control Total	$315,644.60
Contingency (@15%)	$1,728,974.74
GRAND TOTAL	**$13,255,472.99**

Notes

Since ENGINEER has no control over the cost of labor, materials, equipment, services furnished by others, over the Contractor(s) methods of determining prices, over competitive bidding or market conditions, ENGINEER'S opinion of probable costs and construction cost(s) provided for herein are made on the basis of ENGINEER'S experience and qualifications and represents ENGINEER'S Judgment as an experienced and qualified professional engineer, familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or actual project construction costs will not vary from Opinion of Probable cost prepared.

Assumptions

1. Quantities based on Limmer Square Single Family and Townhome plan design as of 4/15/2026.
2. Permanent restoration is area of ROW, excluding asphalt and curb area.
3. Opinion of probable costs excludes landscape, irrigation, dry utilities, streetlights, and any utility relocations, if required.
4. Costs assume standard curb and gutter dimensions per Hutto details.

Appendix F – Offsite Utilities Cost Breakdown

Offsite Wastewater Engineer's Opinion of Probable Costs

Offsite Wastewater Pro Rata Shares (per Development Agreement)

Offsite Water Engineer's Opinion of Probable Costs

Offsite Water Pro Rata Shares

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Pearl Estates Offsite WWL
Engineer's Opinion of Probable Costs
For Calculation of OPC
LJA Project No. A474-1001

OSWW PROF WWL QUANTITIES
Engineer's Opinion of Probable Costs
WASTEWATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words	Unit Price In Figures	Total Price
1	1	EA	Connection to existing Wastewater System, Complete in place per each for	$45,000.00	$45,000.00
2	93	LF	8" WWL, 10-12' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$105.00	$9,765.00
3	865	LF	15" WWL, 8-10' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$110.00	$95,150.00
4	1,210	LF	15" WWL, 10-12' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$115.00	$139,150.00
5	372	LF	15" WWL, 12-14' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$120.00	$44,640.00
6	314	LF	15" WWL, 14-16' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$130.00	$40,820.00
7	247	LF	15" WWL, 16-18' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$140.00	$34,580.00
8	498	LF	15" WWL, 18-20' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$150.00	$74,700.00

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words	Unit Price in Figures	Total Price
9	350	LF	18" WWL, 0-8' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$130.00	$45,500.00
10	3,126	LF	18" WWL, 8-10' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$140.00	$437,640.00
11	383	LF	18" WWL, 10-12' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$150.00	$57,450.00
12	242	LF	18" WWL, 12-14' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$160.00	$38,720.00
13	245	LF	18" WWL, 14-16' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$170.00	$41,650.00
14	325	LF	18" WWL, 16-18' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$180.00	$58,500.00
15	212	LF	18" WWL, 18-20' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$190.00	$40,280.00
16	485	LF	18" WWL, 20-22' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$200.00	$97,000.00

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OSWW PROF WWL QUANTITIES
Engineer's Opinion of Probable Costs
WASTEWATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words	Unit Price In Figures	Total Price
17	198	LF	18" WWL, 22-24' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$210.00	$41,580.00
18	806	LF	18" WWL, 24-26' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$220.00	$177,320.00
19	247	LF	18" WWL, 26-28' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$260.00	$64,220.00
20	679	LF	18" WWL, 28-30' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required,	$265.00	$179,935.00
21	50	LF	18" WWL, 30-32' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$270.00	$13,500.00
22	412	LF	24" WWL, 12-14' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$163.00	$67,156.00
23	1,320	LF	24" WWL, 14-16' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$171.00	$225,720.00
24	1,972	LF	24" WWL, 16-18' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$180.00	$354,960.00

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OSWW PROF WWL QUANTITIES
Engineer's Opinion of Probable Costs
WASTEWATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words	Unit Price In Figures	Total Price
25	376	LF	24" WWL, 18-20' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$190.00	$71,440.00
26	439	LF	24" WWL, 20-22' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$203.00	$89,117.00
27	73	LF	24" WWL, 22-24' Depth, HOBAS, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$220.00	$16,060.00
28	949	LF	30" WWL, 0-8' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$250.00	$237,250.00
29	262	LF	30" WWL, 8-10' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$258.00	$67,596.00
30	866	LF	30" WWL, 10-12' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required,	$262.00	$226,892.00
31	776	LF	30" WWL, 12-14' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required,	$267.00	$207,192.00
32	187	LF	30" WWL, 14-16' Depth, SDR 26 PVC, including, C900 PVC or SDR26 for Water Line Crossings and Concrete Encasement where required, Complete in place per linear foot for	$270.00	$50,490.00

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OSWW PROF WWL QUANTITIES
Engineer's Opinion of Probable Costs
WASTEWATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words	Unit Price In Figures	Total Price
33	190	SF	6" Thick Concrete Trench Cap over WW Pipe Class A Concrete w/ #3 bars @ 18" O.C.E.W Complete in place per square foot for	$12.00	$2,280.00
34	300	LF	SH 130 BORE, 42" Steel Encasement with spacers & end seals, including bone pits and restoration Complete in place per linear foot for	$1,000.00	$300,000.00
35	42	LF	PICKLE DR BORE, 24" Steel Encasement with spacers & end seals, including bone pits and restoration Complete in place per linear foot for	$800.00	$33,600.00
36	400	LF	SH 79 UPRR BORE, 24" Steel Encasement with C900 PVC or SDR26 for Water Line Crossings and restoration, Complete in place per linear foot for	$800.00	$320,000.00
37	20	EA	4-Foot Diameter, WWMH, All Depths, including Bolted Cover, if required, and Adjustment to Grade, Complete in place per each for	$5,200.00	$104,000.00
38	120	VF	4-Foot WWMH Extra Depth, Complete in place per vertical foot for	$450.00	$54,000.00
39	37	EA	5-Foot Diameter, WWMH, All Depths, including Bolted Cover, if required, and Adjustment to Grade, Complete in place per each for	$7,400.00	$273,800.00
40	365	VF	5-Foot WWMH Extra Depth, Complete in place per vertical foot for	$650.00	$237,250.00
41	8	EA	6-Foot Diameter, WWMH, All Depths, including Bolted Cover, if required, and Adjustment to Grade, Complete in place per each for	$8,600.00	$68,800.00

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OSWW PROF WWL QUANTITIES
Engineer's Opinion of Probable Costs
WASTEWATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words	Unit Price In Figures	Total Price
42	53	VF	6-Foot WWMH Extra Depth, Complete in place per vertical foot for	$700.00	$37,100.00
43	18,125	LF	Trench Safety, Complete in place per linear foot for	$5.00	$90,625.00
			Total Offsite Wastewater Improvements		**$4,912,428.00**

OSWW PROF WWL QUANTITIES
Engineer's Opinion of Probable Costs
EROSION CONTROL & MISCELLANEOUS IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words	Unit Price In Figures	Total Price
44	36,250	LF	Silt Fence, Complete in place per linear foot for	$3.50	$126,875.00
45	1,000	LF	Tree Fence, Complete in place per linear foot for	$5.00	$5,000.00
46	100,300	SY	Permanent Restoration/Revegetation, Including All Areas in Easement, Complete in place per per square yard for	$2.50	$250,750.00
47	8	EA	Stabilized Construction Entrance, Complete in place each for	$1,500.00	$12,000.00
48	1	LS	Railroad Permits & Insurance, Complete in place per lump sum for	$50,000.00	$50,000.00
49	425000	SF	Variable Width Temporary Construction Easements Acquisition costs & Legal Prep per square foot for	$1.00	$425,000.00
50	300000	SF	Variable Width Wastewater Easement Acquisition costs & Legal Prep per square foot for	$2.00	$600,000.00
			Total Erosion Control & Miscellaneous Improvements		**$1,469,625.00**

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Pearl Estates Offsite WWL
Opinion of Probable Costs Summary
LJA Project No. A474-1001

Offsite Wastewater Improvements Total	$4,912,428.00
Erosion Control & Miscellaneous Improvements Total	$1,469,625.00
Sub-Total Improvements	**$6,382,053.00**
Legal Costs (5% of Improvements)	**$319,102.65**
Engineering Costs (10% of Improvements)	**$638,205.30**
GRAND TOTAL	**$7,339,360.95**

Notes
Since ENGINEER has no control over the cost of labor, materials, equipment, services furnished by others, over the Contractor(s) methods of determining prices, over competitive bidding or market conditions, ENGINEER'S opinion of probable costs and construction cost(s) provided for herein are made on the basis of ENGINEER'S experience and qualifications and represents ENGINEER'S Judgment as an experienced and qualified professional engineer, familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or actual project construction costs will not vary from Opinion of Probable cost prepared.

Assumptions
1. Quantities based on concept plans prepared by LJA Engineering dated May 2023.

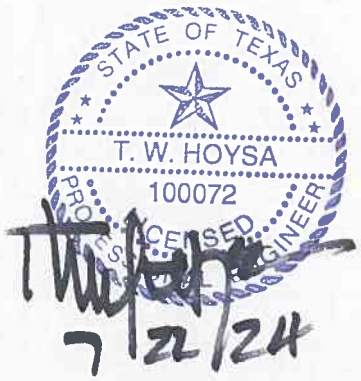

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Table 1. Pearl Estates - Limmer Loop LUE Conversion

		LUE Conversion (L.U.E. per unit)*	L.U.E.
Commercial	324,552	1660 sqft/unit	196
Townhomes	210	1	210
Multi-family	300	0.8	240
Single-family	202	1	202
TOTAL			**848**

*LUE Conversions from Austin Water Utility Living Unit Equivalent (LUE) Guidance Document
Except MF which is per Hutto criteria

Table 2. Pearl Estates - Limmer Loop Pro Rata Shares

Size of Pipe (inches)	Minimum Slope (%)	Total L.U.E. available	L.U.E. Contribution (Pearl Estates)	Pro Rata Share (Pearl Estates)	Pro Rata Share (Hutto)	Segment Name
15"	0.20%	1,573.27	848	54%	46%	5
18"	0.20%	2,762.20	848	31%	69%	4
24"	0.08%*	3,973.75	848	21%	79%	3
30"	0.058%*	7,835.24	848	11%	89%	2

*Minimum Slopes from City of Hutto Utility Design Criteria Manual

Table 3. Pearl Estates - Limmer Loop Pro Rata Shares (Estimated Dollars - Construction Costs Only)

Size of Pipe (inches)	Total Segement Length (LF)	Total Segment Cost	Pro-Rata Share (Pearl Estates)	Pro Rata Cost (Pearl Estates)	Pro Rata Share (Hutto)	Pro Rata Cost (Hutto)	Segment Name
15"	3825	$ 956,055.65	54%	$ 515,024.01	46%	$ 441,031.64	5
18"	6310	$ 2,438,663.38	31%	$ 748,243.81	69%	$ 1,690,419.57	4
24"	3034	$ 1,277,809.94	21%	$ 272,528.44	79%	$ 1,005,281.49	3
30"	4719	$ 2,666,831.99	11%	$ 288,462.65	89%	$ 2,378,369.34	2
Total	**17888**	**$ 7,339,360.95**		**$ 1,824,258.90**		**$ 5,515,102.05**	**Total**

*Minimum Slopes from City of Hutto Utility Design Criteria Manual
Total Cost per Updated OPC by LJA dated July 19, 2024, subject to change as final design is prepared and approved

Limmer Square Pro-Rata Share

Raw Construction Cost	$ 1,824,258.90
Eng & Survey at 10%	$ 182,425.89
CA and Testing at 5%	$ 91,212.95
Easements at 10%	$ 182,425.89
Total Pro-Rata	**$ 2,280,323.63**

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Pearl Estates - Hutto, TX
Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Offsite Water
LJA Project No. A474-1001

Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Offsite Water
OFFSITE WATER IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
1	1	LS	Mobilization, Complete in place for a lump sum cost of	$300,000.00	$300,000.00
2	4	EA	16" Wet Connection, Complete in place per each for	$12,500.00	$50,000.00
3	50	LF	8" Waterline, PVC C900, Class 200, (DR14), Complete in place per linear foot for	$70.00	$3,500.00
4	30	LF	12" Waterline, PVC C900, Class 200, (DR14), Complete in place per linear foot for	$95.00	$2,850.00
5	348	LF	16" Waterline, Ductile Iron, Class 200, Complete in place per linear foot for	$215.00	$74,820.00
6	9,790	LF	30" Waterline, Ductile Iron, Class 200, Complete in place per linear foot for	$350.00	$3,426,500.00
7	4	EA	8" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$2,750.00	$11,000.00
8	2	EA	12" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$9,500.00	$19,000.00
9	9	EA	16" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$16,000.00	$144,000.00
10	1	EA	24" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$29,500.00	$29,500.00
11	9	EA	30" Gate Valve and Box, Including Adjustment to Grade, Complete in place per each for	$45,000.00	$405,000.00

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Engineer's Opinion of Probable Costs
Limmer Square Public Improvement District - Offsite Water
OFFSITE WATER IMPROVEMENTS CONT.

Item No.	Estimated Quantity	Unit	Description and Unit Price of Item in Words		Total Price
12	2	EA	Air Release Valve, per Jonah Water S.U.D., Complete in place per each for	$8,500.00	$17,000.00
13	6	EA	5 1/4" Fire Hydrant, Including 6" D.I. Lead, 6" Gate Valve and Box and Valve Adjustment to Grade, Complete in place per each for	$10,500.00	$63,000.00
14	165	LF	30" Steel Encasement for 16" water line, Open-trench installed, with appurtenances, Complete in place per linear foot for	$300.00	$49,500.00
15	324	LF	48" Steel Encasement for 30" water line, Open-trench installed, with appurtenances, Complete in place per linear foot for	$480.00	$155,520.00
16	885	LF	48" Steel Encasement for 30" water line, Jack & Bored, with appurtenances, Complete in place per linear foot for	$1,200.00	$1,062,000.00
17	506	SY	Repair Existing Roadway Complete in place per square yard for	$65.00	$32,890.00
18	10,218	LF	Trench Safety, Complete in place per linear foot for	$2.00	$20,436.00
19	1	LS	Traffic Controls, Complete in place for a lump sum cost of	$30,000.00	$30,000.00
			Total Offsite Water Improvements		**$5,896,516.00**

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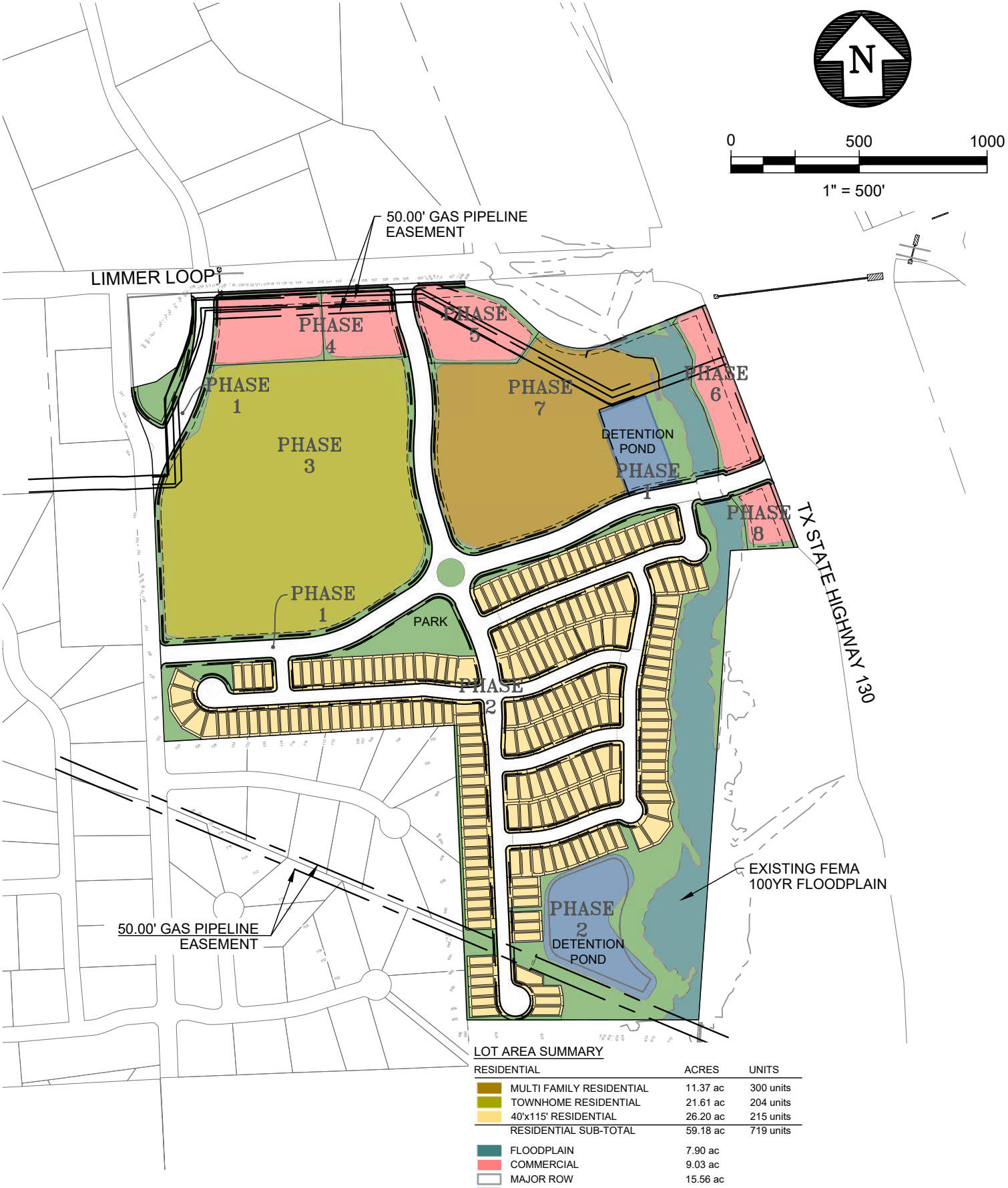
Pearl Estates - Hutto, TX
Opinion of Probable Costs Summary
Limmer Square Public Improvement District - Offsite Water
LJA Project No. A474-1001

Water Improvements Total (30" Main)	$5,896,516.00
Erosion/Sedimentation Control (7%)	$412,756.12
Contingency at 15% of constructed value	$946,390.82
GRAND TOTAL (30" Main)	**$7,255,662.94**
Total Limmer Square Share (Development Required 16" Main)	**$4,474,154.60**
Total Jonah Water S.U.D. Share (Cost for Upsizing)	**$2,781,508.34**

Notes
Since ENGINEER has no control over the cost of labor, materials, equipment, services furnished by others, over the Contractor(s) methods of determining prices, over competitive bidding or market conditions, ENGINEER'S opinion of probable costs and construction cost(s) provided for herein are made on the basis of ENGINEER'S experience and qualifications and represents ENGINEER'S Judgment as an experienced and qualified professional engineer, familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or actual project construction costs will not vary from Opinion of Probable cost prepared.

Assumptions
1. Quantities based on concept plans prepared by LJA dated September 2025
2. Costs are from Woodfield Preserve 3 hard bid July 2024
3. Opinion of probable costs exclude landscape irrigation costs and utility relocations, if required.

Appendix G – Lot Plan



LOT AREA SUMMARY

RESIDENTIAL	ACRES	UNITS
MULTI FAMILY RESIDENTIAL	11.37 ac	300 units
TOWNHOME RESIDENTIAL	21.61 ac	204 units
40'x115' RESIDENTIAL	26.20 ac	215 units
RESIDENTIAL SUB-TOTAL	59.18 ac	719 units
FLOODPLAIN	7.90 ac	
COMMERCIAL	9.03 ac	
MAJOR ROW	15.56 ac	
DETENTION POND	4.90 ac	
OPEN SPACE	15.25 ac	
TOTAL	111.82 ac	719 units

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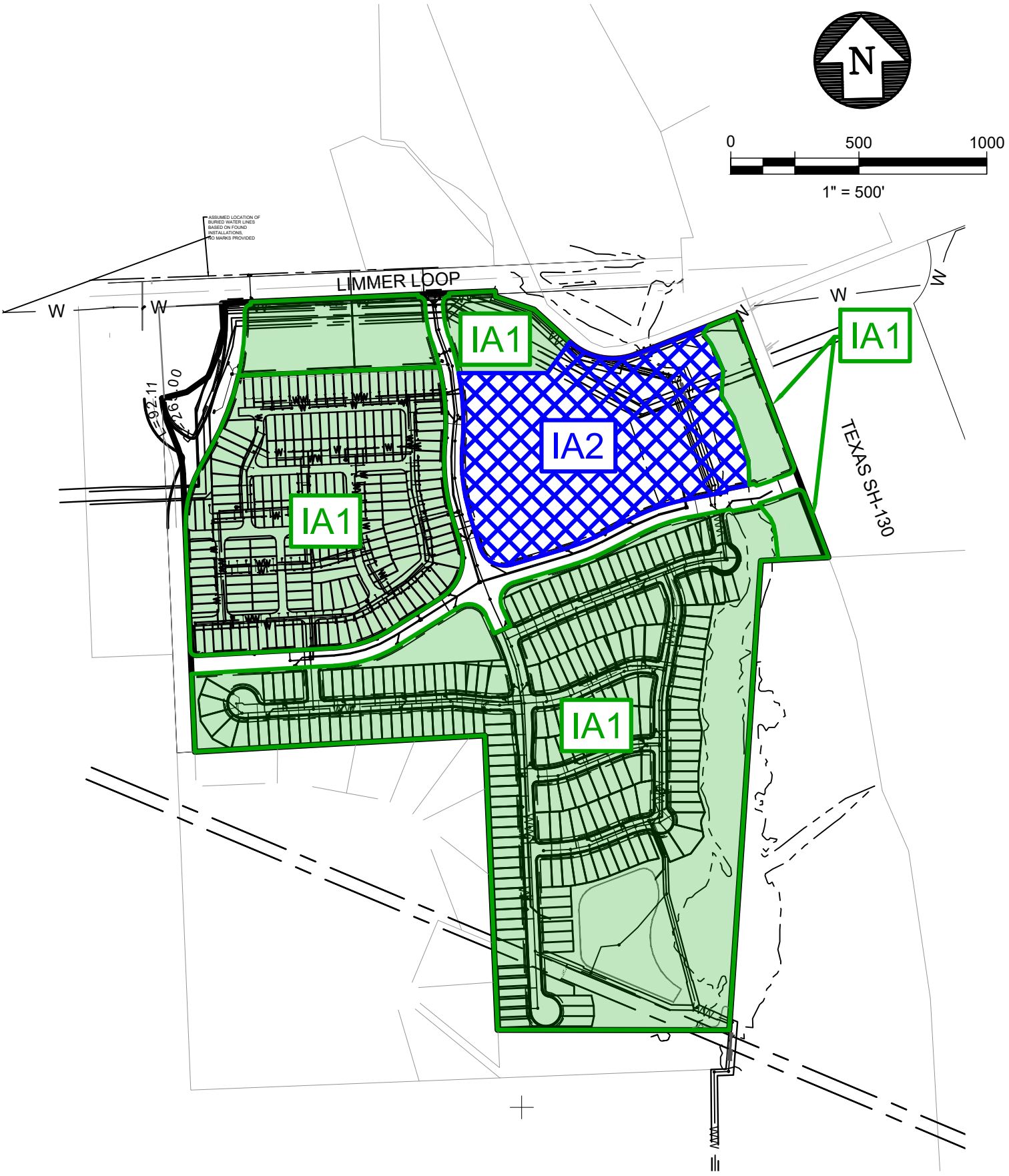
FRN-F-1386

LOT PLAN

7/22/26

Appendix H – Improvement Areas



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IMPROVEMENT AREAS

7/21/2026

Appendix I – Legal Description

Improvement Area 1

EXHIBIT "A"

BEING A 23.404 ACRE TRACT OF LAND (1,019,458 SQUARE FEET) SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH ROD WITH CAP STAMPED "KONTUR TECH" FOUND (GRID N: 10178135.15, GRID: 3160864.80) FOR A WESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT AND THE EASTERN RIGHT-OF-WAY LINE OF HAYBARN LANE (70 FOOT RIGHT-OF-WAY WIDTH);

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, NORTH 70 DEGREES 35 MINUTES 14 SECONDS EAST, A DISTANCE OF 67.33 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, BEING A WESTERN ANGLE CORNER AND **POINT OF BEGINNING** (GRID N: 10178157.53, GRID E: 3160928.30) OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. NORTH 29 DEGREES 09 MINUTES 51 SECONDS EAST, A DISTANCE OF 93.47 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
2. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 300.39 FEET, A RADIUS OF 1035.00 FEET, A DELTA ANGLE OF16 DEGREES 37 MINUTES 45 SECONDS, AND A CHORD THAT BEARS NORTH 20 DEGREES 50 MINUTES 59 SECONDS EAST, A DISTANCE OF 299.34 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, FROM WHICH A 1/2-INCH ROD FOUND FOR A WESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT, THE SAME BEING AN EASTERN ANGLE CORNER OF A CALLED 1.667 ACRE TRACT CONVEYED TO LIMMER HAYBARN REAL ESTATE LLC, RECORDED IN DOCUMENT NUMBER 2021137126, O.P.R.W.C.TX., BEARS SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.14 FEET,
3. NORTH 87 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 454.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4. NORTH 87 DEGREES 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 329.68 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
5. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 300.21 FEET, A RADIUS OF 965.50 FEET, A DELTA ANGLE OF 17 DEGREES 48 MINUTES 56 SECONDS, AND A CHORD THAT BEARS SOUTH 04 DEGREES 08 MINUTES 46 SECONDS EAST, A DISTANCE OF 299.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
6. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 293.70 FEET, A RADIUS OF 784.50 FEET, A DELTA ANGLE OF 21 DEGREES 27 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 05 DEGREES 57 MINUTES 48 SECONDS EAST, A DISTANCE OF 291.98 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
7. SOUTH 16 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 112.88 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
8. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 234.69 FEET, A RADIUS OF 180.50 FEET, A DELTA ANGLE OF 74 DEGREES 29 MINUTES 50 SECONDS, AND A CHORD THAT BEARS SOUTH 20 DEGREES 33 MINUTES 37 SECONDS WEST, A DISTANCE OF 218.50 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
9. SOUTH 57 DEGREES 48 MINUTES 31 SECONDS WEST, A DISTANCE OF 235.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
10. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 235.40 FEET, A RADIUS OF 465.50 FEET, A DELTA ANGLE OF 28 DEGREES 58 MINUTES 25 SECONDS, AND A CHORD THAT BEARS

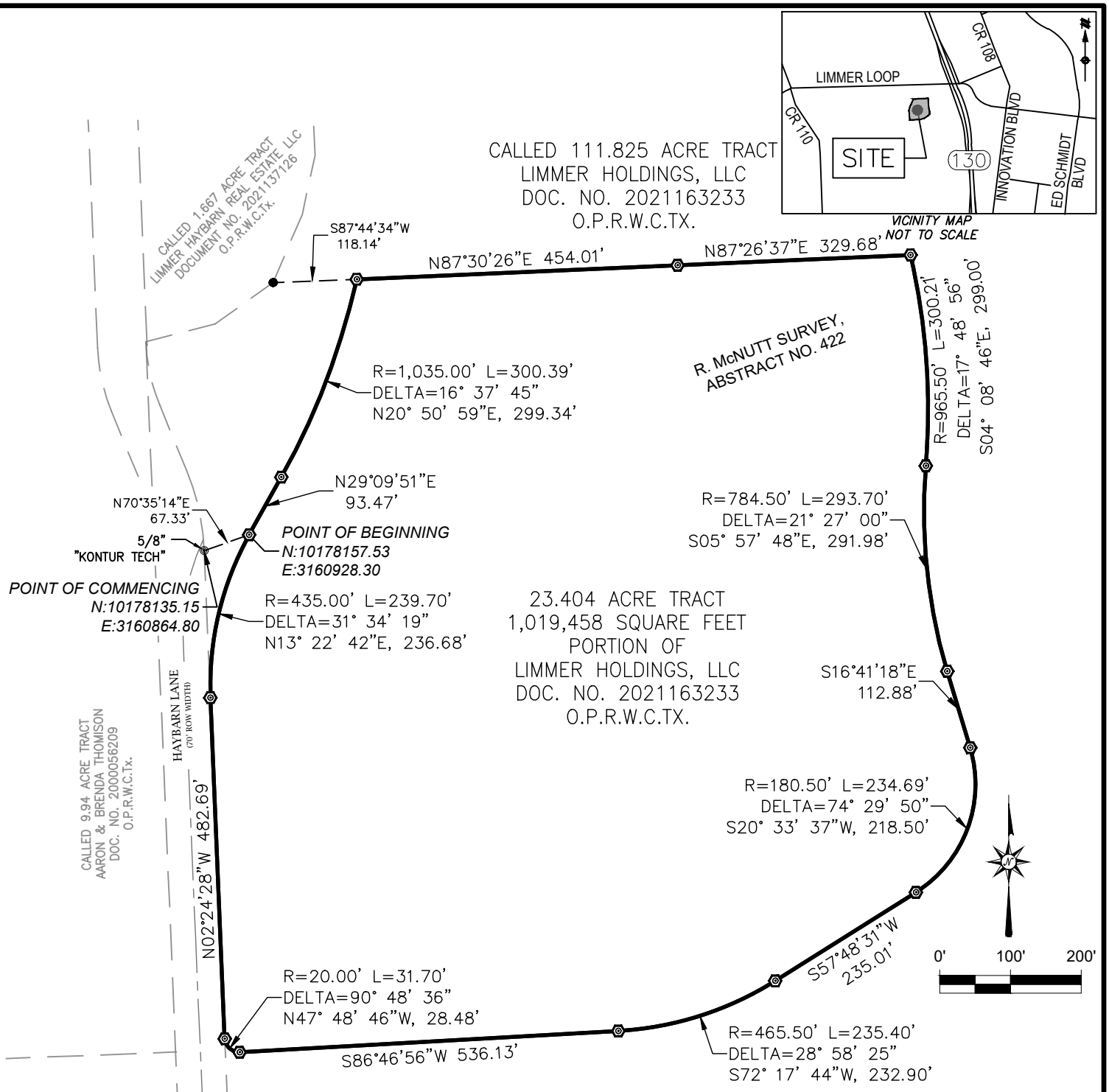
SOUTH 72 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 232.90 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,

11. SOUTH 86 DEGREES 46 MINUTES 56 SECONDS WEST, A DISTANCE OF 536.13 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
12. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.70 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90 DEGREES 48 MINUTES 36 SECONDS, AND A CHORD THAT BEARS NORTH 47 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 28.48 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
13. NORTH 02 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 482.69 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
14. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 239.70 FEET, A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 31 DEGREES 34 MINUTES 19 SECONDS, AND A CHORD THAT BEARS NORTH 13 DEGREES 22 MINUTES 42 SECONDS EAST, A DISTANCE OF 236.68 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 23.404 ACRES, MORE OR LESS.

Basis of Bearing: All bearings shown are based on the Texas State Plane Coordinate System of NAD83 (2011 Adjustment), Central Zone (4203). All distances are shown in Grid values.

01/15/2026

Robert Gertson
Texas Registered Professional Land Surveyor No. 6367
LJA Surveying
7500 Rialto Blvd, Bldg II, Ste. 100
Austin, Texas 78748
TBPELS No. 10194382



LEGEND

———	BOUNDARY LINE
— — —	ADJACENT BOUNDARY LINE
●	1/2" IRON ROD FOUND, UNLESS OTHERWISE NOTED
◎	CAPPED IRON ROD FOUND, AS NOTED HEREON
⬢	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO.	DOCUMENT NUMBER
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

ROBERT J. GERTSON
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6367
LJA SURVEYING
7500 RIALTO BLVD., BLDG. II, STE. 100
AUSTIN, TEXAS 78748
TBPELS NO. 10194382

DATE: 01/14/2026

STATE OF TEXAS · REGISTERED · ROBERT J. GERTSON · 6367 · PROFESSIONAL LAND SURVEYOR

DATE:	01/09/2026
DRWN BY:	AEC
CHKD BY:	RJG
PROJ NO.	S001-A474-1001.409

PAGE 3 OF 3

EXHIBIT "A"

23.404 ACRES OR 1,019,458 SQUARE FEET
IN THE
ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\A474 (Ashton Gray)\(1001)_Pearl Estates – 114 Acre Tract–Hutto\06–CAD\Civil 3D\Plats\Limmer PID Improvement – Legals & Exhibits\Block G, Lot 3 – Townhome Tract\PID IMPROVEMENT_BLOCK G, LOT 3 TOWNHOME.dwg 1/15/2026

EXHIBIT "A"

BEING A 52.795 ACRE TRACT OF LAND (2,299,739 SQUARE FEET) SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH ROD WITH ILLEGIBLE CAP FOUND (GRID N: 10177051.57, GRID E: 3160910.36) FOR A WESTERN CORNER OF SAID 111.825 ACRE TRACT, BEING IN THE EASTERN RIGHT-OF-WAY LINE OF HAYBARN LANE (70 FOOT RIGHT-OF-WAY WIDTH) AND ALSO BEING THE NORTHWESTERN CORNER OF LOT 12, BLOCK A OF GREEN HAVEN SUBDIVISION, PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2012003555 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A WESTERN CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE WESTERN LINE OF SAID 111.825 ACRE TRACT, SAME BEING THE EASTERN RIGHT-OF-WAY LINE OF SAID HAYBARN LANE, NORTH 02 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 284.78 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING THIRTY (30) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.13 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 89 DEGREES 11 MINUTES 24 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 28.08 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2. NORTH 86 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 407.14 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
3. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.42 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 48 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 28.28 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4. NORTH 86 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

5. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.42 FEET, A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 28.28 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
6. NORTH 86 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 40.53 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET AT THE BEGINNING OF A CURVE TO THE LEFT,
7. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 270.29 FEET, A RADIUS OF 534.50 FEET, A DELTA ANGLE 28 DEGREES 58 MINUTES 25 SECONDS, AND A CHORD THAT BEARS NORTH 72 DEGREES 17 MINUTES 44 SECONDS EAST, A DISTANCE OF 267.42 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
8. NORTH 57 DEGREES 48 MINUTES 31 SECONDS EAST, A DISTANCE OF 277.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
9. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 121.34 FEET, A RADIUS OF 71.50 FEET, A DELTA ANGLE OF 97 DEGREES 13 MINUTES 57 SECONDS, AND A CHORD THAT BEARS SOUTH 73 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 107.30 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
10. SOUTH 24 DEGREES 27 MINUTES 01 SECONDS EAST, A DISTANCE OF 69.95 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
11. NORTH 65 DEGREES 32 MINUTES 59 SECONDS EAST, A DISTANCE OF 69.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
12. NORTH 24 DEGREES 27 MINUTES 01 SECONDS WEST, A DISTANCE OF 69.27 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
13. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 122.00 FEET, A RADIUS OF 71.50 FEET, A DELTA ANGLE OF 97 DEGREES 45 MINUTES 43 SECONDS, AND A CHORD THAT BEARS NORTH 24 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 107.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
14. NORTH 73 DEGREES 18 MINUTES 42 SECONDS EAST, A DISTANCE OF 245.42 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET AT THE BEGINNING OF A CURVE TO THE LEFT,
15. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 147.05 FEET, A RADIUS OF 784.50 FEET, A DELTA ANGLE OF 10 SECONDS 44 MINUTES 23 SECONDS, AND A CHORD THAT BEARS NORTH 67 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 146.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,

16. NORTH 62 DEGREES 34 MINUTES 19 SECONDS EAST, A DISTANCE OF 134.28 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
17. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 204.47 FEET, A RADIUS OF 715.50 FEET, A DELTA ANGLE OF 16 DEGREES 22 MINUTES 26 SECONDS, AND A CHORD THAT BEARS NORTH 70 DEGREES 45 MINUTES 32 SECONDS EAST, A DISTANCE OF 203.78 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
18. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 56.08 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
19. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.27 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 56 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
20. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
21. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.27 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 33 SECONDS 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
22. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 9.76 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
23. SOUTH 56 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 12.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
24. NORTH 78 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 76.68 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET AT THE BEGINNING OF A CURVE TO THE LEFT,
25. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 22.49 FEET, A RADIUS OF 543.50 FEET, A DELTA ANGLE OF 02 SECONDS 22 MINUTES 16 SECONDS, AND A CHORD THAT BEARS NORTH 77 DEGREES 45 MINUTES 37 SECONDS EAST, A DISTANCE OF 22.49 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
26. NORTH 31 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 8.26 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
27. SOUTH 39 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 73.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,
28. SOUTH 24 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 28.99 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET,

29. SOUTH 10 DEGREES 16 MINUTES 52 SECONDS EAST, A DISTANCE OF 43.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET, AND
30. SOUTH 05 DEGREES 56 MINUTES 55 SECONDS EAST, A DISTANCE OF 92.60 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET ON A SOUTHEASTERN LINE OF SAID 111.825 ACRE TRACT, THE SAME BEING THE NORTHERN LINE OF A CALLED 113.02 ACRE TRACT CONVEYED TO HUTTO ISD, RECORDED IN DOCUMENT NUMBER 2023072818, O.P.R.W.C.TX., FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE ALONG THE COMMON LINES OF SAID 111.825 ACRE TRACT AND SAID 113.02 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 87 DEGREES 02 MINUTES 32 SECONDS WEST, PASSING AT A DISTANCE OF 9.88 FEET A 1/2-INCH ROD FOUND, CONTINUING FOR A TOTAL DISTANCE OF 66.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “LJA SURVEY” SET, AND
2. SOUTH 03 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 1835.20 FEET TO A 1/2-INCH ROD FOUND FOR THE SOUTHEASTERN CORNER OF SAID 111.825 ACRE TRACT, A WESTERN ANGLE CORNER OF SAID 113.02 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF LOT 6, BLOCK B OF SAID GREEN HAVEN SUBDIVISION, PHASE 1, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE SOUTHERN LINE OF SAID 111.825 ACRE TRACT, SAME BEING THE NORTHERN LINE OF SAID LOT 6, NORTH 89 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 902.60 FEET TO A 1/2-INCH ROD WITH CAP STAMPED “AUSTIN SURVEYORS” FOUND FOR THE SOUTHWESTERN CORNER OF SAID 111.825 ACRE TRACT, THE NORTHWESTERN CORNER OF SAID LOT 6 AND ALSO BEING AN EASTERN ANGLE CORNER OF LOT 7, BLOCK B OF SAID GREEN HAVEN SUBDIVISION, PHASE 1, FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

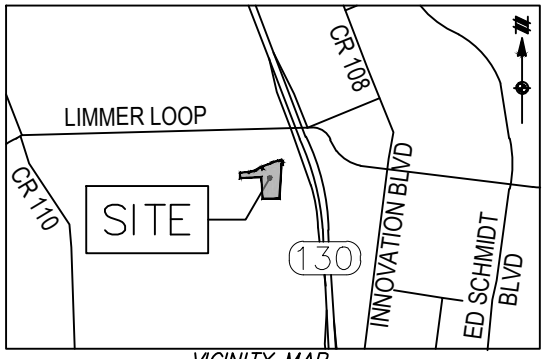
THENCE ALONG THE COMMON LINES OF SAID 111.825 ACRE TRACT AND SAID GREEN HAVEN SUBDIVISION, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 02 DEGREES 32 MINUTES 12 SECONDS WEST, PASSING AT A DISTANCE OF 188.19 FEET A 1/2-INCH ROD WITH CAP STAMPED “DOUCET ASSOC.” FOUND FOR THE NORTHEASTERN CORNER OF SAID LOT 7, BLOCK B, PASSING AT A DISTANCE OF 946.11 FEET A 1/2-INCH ROD FOUND FOR THE NORTHEASTERN CORNER OF LOT 7, BLOCK A OF SAID GREEN HAVEN SUBDIVISION, THE SAME BEING THE SOUTHEASTERN CORNER OF LOT 8, BLOCK A OF SAID GREEN HAVEN SUBDIVISION, CONTINUING FOR A TOTAL DISTANCE OF 1150.42 FEET TO A 1/2-INCH ROD FOUND FOR A WESTERN INTERIOR ELL CORNER OF SAID 111.825 ACRE TRACT, THE SAME BEING THE NORTHERN CORNER OF SAID LOT 8, BLOCK A, FOR A WESTERN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT, AND

2. SOUTH 86 DEGREES 49 MINUTES 48 SECONDS WEST, PASSING AT A DISTANCE OF 271.54 FEET A 1/2-INCH ROD WITH DAMAGED CAP FOUND FOR THE NORTHWESTERN CORNER OF LOT 9, BLOCK A, SAME BEING THE NORTHEASTERN CORNER OF LOT 10, BLOCK A, PASSING AT A DISTANCE OF 502.68 FEET A 1/2-INCH ROD WITH DAMAGED CAP FOUND FOR THE NORTHWESTERN CORNER OF SAID LOT 10, THE SAME BEING THE NORTHEASTERN CORNER OF LOT 11, BLOCK A, CONTINUING FOR A TOTAL DISTANCE OF 808.91 FEET TO A 1/2-INCH ROD WITH DAMAGED CAP FOUND FOR A SOUTHERN ANGLE CORNER OF SAID 111.825 ACRE TRACT, BEING THE NORTHWESTERN CORNER OF LOT 11, BLOCK A, AND ALSO BEING THE NORTHEASTERN CORNER OF SAID LOT 12, BLOCK A;
3. SOUTH 86 DEGREES 40 MINUTES 17 SECONDS WEST, A DISTANCE OF 324.21 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 52.795 ACRES, MORE OR LESS.

Robert Gertson
Texas Registered Professional Land Surveyor No. 6367
LJA Surveying
7500 Rialto Blvd., Bldg. II, Ste. 100
Austin, Texas 78748
TBPELS No. 10194382

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES. SEE PAGE NUMBER 7 FOR CURVE TABLE.



VICINITY MAP
NOT TO SCALE

0' 100' 200'

R. McNUTT SURVEY, ABSTRACT NO. 422

CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.

HAYBARN LANE. (70' ROW WIDTH)

N02°24'28"W 284.78'

POINT OF BEGINNING
N:10177051.57
E:3160910.36

S86°40'17"W 324.21'

1/2" (ILLEGIBLE)

R=20.00' L=31.13'
DELTA=89° 11' 24"
N42° 11' 14"E, 28.08'

N86°46'56"E 407.14'

R=20.00' L=31.42'
DELTA=90° 00' 00"
S48° 13' 04"E, 28.28'

N86°46'56"E
50.00'

R=534.50' L=270.29'
DELTA=28° 58' 25"
N72° 17' 44"E, 267.42'

N86°46'56"E
40.53'

R=20.00' L=31.42'
DELTA=90° 00' 00"
N41° 46' 56"E, 28.28'

57.795 ACRE TRACT
2,299,739 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOC. NO. 2021163233
O.P.R.W.C.TX.

1/2" (DAMAGED)

1/2" (DAMAGED)

502.68'

S86°49'48"W 808.91'

1/2" (DAMAGED)

271.54'

204.31'

N02°32'12"W 1150.42'

946.11'

R=71.50' L=121.34'
DELTA=97° 13' 57"
S73° 34' 29"E, 107.30'

N57°48'31"E 277.11'

S24°27'01"E
69.95'

N65°32'59"E
69.00'

C1

N24°27'01"W
69.27'

N73°18'42"E
245.42'

BLOCK A, LOT 12

BLOCK A, LOT 11

BLOCK A, LOT 10

BLOCK A, LOT 9

BLOCK A, LOT 8

BLOCK A, LOT 6

BLOCK A, LOT 7

GREEN HAVEN SUBDIVISION, PHASE 1
DOC. NO. 2012003555
P.R.W.C.Tx.

GREEN HAVEN SUBDIVISION, PHASE 1
DOC. NO. 2012003555
P.R.W.C.Tx.

MATCH LINE - SEE PAGE 7

MATCH LINE - SEE PAGE 8

LEGEND

	BOUNDARY LINE
	ADJACENT BOUNDARY LINE
◎	CAPPED ROD FOUND, AS NOTED HEREON
●	1/2" ROD FOUND, UNLESS OTHERWISE NOTED
■	CONCRETE MONUMENT FOUND, AS NOTED HEREON
◎	1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO.	DOCUMENT NUMBER
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

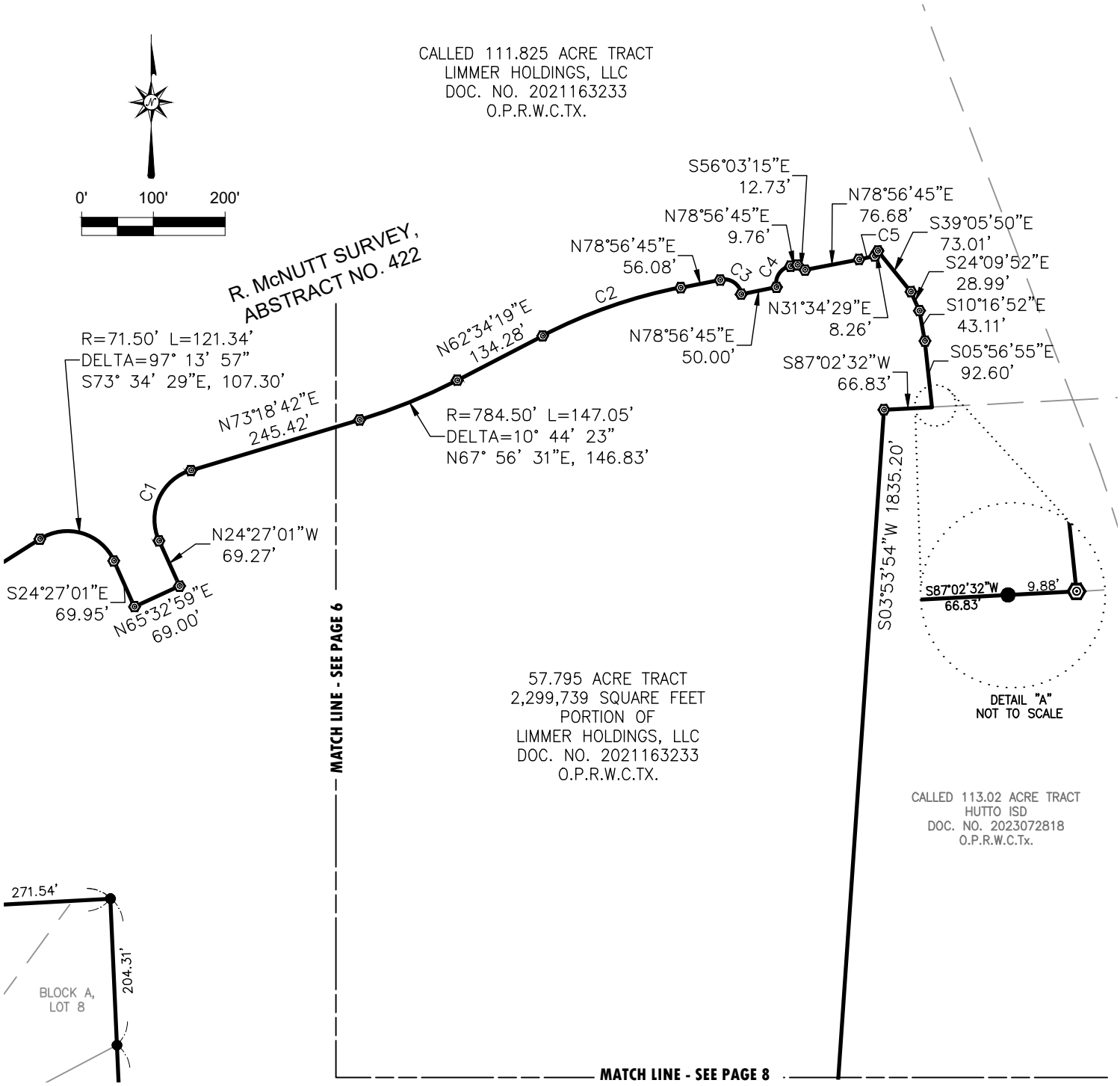
DATE:	01/12/2026
DRWN BY:	AEC
CHKD BY:	RJG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"

52.795 ACRES OR 2,299,739 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\A474 (Ashton Gray)\(1001)_Pearl Estates – 114 Acre Tract–Hutto\06–CAD\Civil 3D\Plats\Limmer PID Improvement – Legals & Exhibits\Future Single Family Lots & ROW\PID IMPROVEMENT_Single Family Lots & ROW.dwg 1/15/2026



Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	122.00'	71.50	97°45'43"	N24° 25' 50"E	107.73'
C2	204.47'	715.50	16°22'26"	N70° 45' 32"E	203.78'
C3	39.27'	25.00	90°00'00"	S56° 03' 15"E	35.36'
C4	39.27'	25.00	90°00'00"	N33° 56' 45"E	35.36'
C5	22.49'	543.50	2°22'16"	N77° 45' 37"E	22.49'

LEGEND

	BOUNDARY LINE
	ADJACENT BOUNDARY LINE
	CAPPED ROD FOUND, AS NOTED HEREON
	1/2" ROD FOUND, UNLESS OTHERWISE NOTED
	CONCRETE MONUMENT FOUND, AS NOTED HEREON
	1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO.	DOCUMENT NUMBER
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

PAGE 7 OF 8

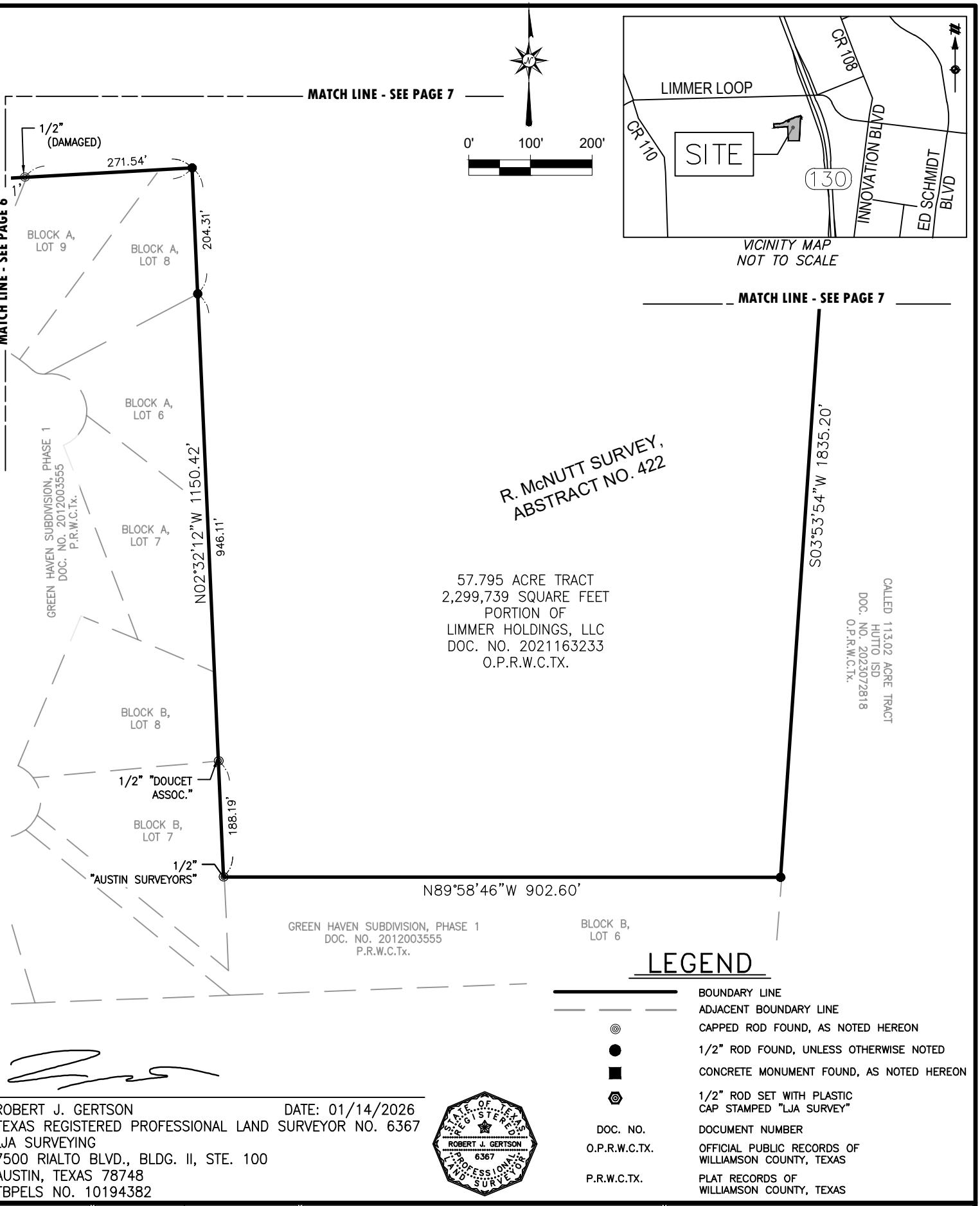
DATE:	01/12/2026
DRWN BY:	AEC
CHKD BY:	RJG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"

52.795 ACRES OR 2,299,739 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\A474 (Ashton Gray)\(1001)_Pearl Estates – 114 Acre Tract–Hutto\06–CAD\Civil 3D\Plats\Limmer PID Improvement – Legals & Exhibits\Future Single Family Lots & ROW\PID IMPROVEMENT_Single Family Lots & ROW.dwg 1/15/2026



LEGEND

———	BOUNDARY LINE
— — —	ADJACENT BOUNDARY LINE
◎	CAPPED ROD FOUND, AS NOTED HEREON
●	1/2" ROD FOUND, UNLESS OTHERWISE NOTED
■	CONCRETE MONUMENT FOUND, AS NOTED HEREON
⊙	1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
DOC. NO.	DOCUMENT NUMBER
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

ROBERT J. GERTSON DATE: 01/14/2026
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6367
LJA SURVEYING
7500 RIALTO BLVD., BLDG. II, STE. 100
AUSTIN, TEXAS 78748
TBPELS NO. 10194382

STATE OF TEXAS · REGISTERED · ROBERT J. GERTSON · 6367 · PROFESSIONAL LAND SURVEYOR

PAGE 8 OF 8

DATE:	01/12/2026
DRWN BY:	AEC
CHKD BY:	RJG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"

52.795 ACRES OR 2,299,739 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II Phone 512.439.4700
Suite 100
Austin, Texas 78735 T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\A474 (Ashton Gray)\(1001)_Pearl Estates – 114 Acre Tract–Hutto\06–CAD\Civil 3D\Plats\Limmer PID Improvement – Legals & Exhibits\Future Single Family Lots & ROW\PID IMPROVEMENT_Single Family Lots & ROW.dwg 1/15/2026

EXHIBIT "A"

BEING A 10.554 ACRE TRACTS OF LAND COMPRISED OF FIVE (5) PARTS, SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART 1 – 1.901 ACRES

BEING A 1.901 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH ROD WITH AN ILLEGIBLE CAP FOUND (GRID N: 10178848.53, GRID E: 3162082.39) FOR A NORTHEASTERN CORNER OF SAID 111.825 ACRE TRACT, ALSO BEING ON THE SOUTHERN RIGHT-OF-WAY LINE OF LIMMER LOOP (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE CROSSING THROUGH SAID 111.825 ACRE TRACT, SOUTH 80 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 277.24 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET FOR AN EASTERN ANGLE CORNER AND **POINT OF BEGINNING** (GRID N: 10178801.36, GRID E: 3161809.19) OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. SOUTH 02 DEGREES 46 MINUTES 34 SECONDS EAST, A DISTANCE OF 15.32 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 141.64 FEET, A RADIUS OF 504.50 FEET, A DELTA ANGLE OF 16 DEGREES 05 MINUTES 08 SECONDS, AND A CHORD THAT BEARS SOUTH 10 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 141.17 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AT THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 1/2-INCH ROD WITH ILLEGIBLE CAP FOUND FOR AN EASTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT, BEARS NORTH 71 DEGREES 57 MINUTES 21 SECONDS EAST, A DISTANCE OF 418.37 FEET,
3. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 97.87 FEET, A RADIUS OF 965.50 FEET, A DELTA ANGLE OF 05 DEGREES 48 MINUTES 28 SECONDS, AND A CHORD THAT BEARS SOUTH 15 DEGREES 57 MINUTES 28 SECONDS EAST, A DISTANCE OF 97.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT,
4. SOUTH 87 DEGREES 26 MINUTES 37 SECONDS WEST, A DISTANCE OF 329.68 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
5. NORTH 02 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 275.16 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
6. NORTH 87 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 261.67 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
7. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.17 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89 DEGREES 45 MINUTES 55 SECONDS, AND A CHORD THAT BEARS SOUTH 47 DEGREES 39 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.28 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.901 ACRES, MORE OR LESS.

EXHIBIT "A"

PART 2 – 2.711 ACRES

BEING A 2.711 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NUMBER 2021163233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH ROD FOUND (GRID N: 10178514.24, GRID E: 3160962.35) FOR A WESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT AND AN EASTERN ANGLE CORNER OF A CALLED 1.667 ACRE TRACT CONVEYED TO LIMMER HAYBARN REAL ESTATE, LLC, RECORDED IN DOCUMENT NUMBER 2021137126, O.P.R.W.C.TX.;

THENCE CROSSING THROUGH SAID 111.825 ACRE TRACT, NORTH 87 DEGREES 44 MINUTES 34 SECONDS, A DISTANCE OF 118.14 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE SOUTHWESTERN CORNER AND **POINT OF BEGINNING** (GRID N: 10178518.89, GRID E: 3161080.39) OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 253.36 FEET, A RADIUS OF 1035.00 FEET, A DELTA ANGLE OF 14 DEGREES 01 MINUTES 33 SECONDS, AND A CHORD THAT BEARS NORTH 05 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 252.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 1/2-INCH ROD FOUND FOR A NORTHWESTERN ANGLE CORNER OF SAID 111.825 ACRE TRACT AND A NORTHEASTERN ANGLE CORNER OF SAID 1.667 ACRE TRACT, BEARS NORTH 70 DEGREES 56 MINUTES 13 SECONDS WEST, A DISTANCE OF 93.72 FEET,
2. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 38.92 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89 DEGREES 11 MINUTES 39 SECONDS, AND A CHORD THAT BEARS NORTH 43 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 35.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
3. NORTH 87 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 393.38 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4. SOUTH 02 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 275.16 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
5. SOUTH 87 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 454.01 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.711 ACRES, MORE OR LESS.

PART 3 – 2.683 ACRES

BEING A 2.683 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND (GRID N: 10,178,649.88 GRID E: 3,162,372.71) ON THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109;

EXHIBIT "A"

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) SOUTH 35 DEGREES 33 MINUTES 35 SECONDS WEST, A DISTANCE OF 149.24 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 346.84 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
3) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 146.21 FEET, A RADIUS OF 1,034.50 FEET, A DELTA ANGLE OF 08 DEGREES 05 MINUTES 52 SECONDS, AND A CHORD THAT BEARS NORTH 14 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 146.09 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 122.26 FEET, A RADIUS OF 435.50 FEET, A DELTA ANGLE OF 16 DEGREES 05 MINUTES 08 SECONDS, AND A CHORD THAT BEARS NORTH 10 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 121.86 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) NORTH 02 DEGREES 46 MINUTES 34 SECONDS WEST, A DISTANCE OF 14.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
6) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 39.37 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90 DEGREES 14 MINUTES 05 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 20 MINUTES 28 SECONDS EAST, A DISTANCE OF 35.43 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
7) NORTH 87 DEGREES 27 MINUTES 31 SECONDS WEST, A DISTANCE OF 181.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109, FROM WHICH A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND ON THE SOUTHEASTERN RIGHT-OF-WAY LINE OF LIMMER LOOP (VARIABLE WIDTH RIGHT-OF-WAY), FOR A NORTHEASTERN CORNER OF SAID 111.825 ACRE TRACT BEARS NORTH 02 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 10.11 FEET;

THENCE WITH THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 02 DEGREES 30 MINUTES 25 SECONDS EAST, A DISTANCE OF 11.06 FEET TO A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND,
2) SOUTH 71 DEGREES 32 MINUTES 11 SECONDS EAST, A DISTANCE OF 159.11 FEET TO A 1/2-INCH ROD WITH CAP (ILLEGIBLE) FOUND, AND
3) SOUTH 47 DEGREES 27 MINUTES 04 SECONDS EAST, A DISTANCE OF 187.97 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.683 ACRES, MORE OR LESS.

PART 4 – 2.243 ACRES

BEING A 2.243 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH ROD WITH CAP "KONTUR TECH" FOUND (GRID N: 10,178,754.88 GRID E: 3,163,022.30) AT THE INTERSECTION OF THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE (VARIABLE WIDTH RIGHT-OF-WAY) AND THE SOUTHEASTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109, FOR THE NORTHEASTERN CORNER OF SAID 111.825 ACRE TRACT;

EXHIBIT "A"

THENCE WITH THE COMMON LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 24 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 25.26 FEET TO A 5/8-INCH ROD FOUND, AND
2) SOUTH 20 DEGREES 50 MINUTES 26 SECONDS EAST, A DISTANCE OF 602.72 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 38.49 FEET, A RADIUS OF 24.50 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 31 SECONDS, AND A CHORD THAT BEARS SOUTH 24 DEGREES 09 MINUTES 49 SECONDS WEST, A DISTANCE OF 34.65 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) SOUTH 69 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 92.37 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 46.80 FEET, A RADIUS OF 465.50 FEET, A DELTA ANGLE OF 05 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD THAT BEARS SOUTH 72 DEGREES 02 MINUTES 54 SECONDS WEST, A DISTANCE OF 46.78 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) NORTH 58 DEGREES 58 MINUTES 26 SECONDS WEST, A DISTANCE OF 12.61 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 16.52 FEET, A RADIUS OF 456.50 FEET, A DELTA ANGLE OF 02 DEGREES 04 MINUTES 25 SECONDS, AND A CHORD THAT BEARS SOUTH 77 DEGREES 03 MINUTES 46 SECONDS WEST, A DISTANCE OF 16.52 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
6) NORTH 02 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 95.47 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) NORTH 18 DEGREES 23 MINUTES 52 SECONDS WEST, A DISTANCE OF 176.29 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
8) NORTH 29 DEGREES 53 MINUTES 15 SECONDS WEST, A DISTANCE OF 98.40 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
9) NORTH 03 DEGREES 28 MINUTES 42 SECONDS EAST, A DISTANCE OF 99.45 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
10) NORTH 21 DEGREES 57 MINUTES 28 SECONDS WEST, A DISTANCE OF 58.82 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
11) NORTH 27 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 53.31 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
12) NORTH 36 DEGREES 05 MINUTES 52 SECONDS WEST, A DISTANCE OF 52.69 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
13) NORTH 37 DEGREES 05 MINUTES 41 SECONDS EAST, A DISTANCE OF 36.72 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHWESTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109;

THENCE NORTH 68 DEGREES 37 MINUTES 41 SECONDS EAST, WITH THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF THE REMAINDER OF OLD CR 109, A DISTANCE OF 113.61 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.243 ACRES, MORE OR LESS.

EXHIBIT "A"

PART 5 – 1.016 ACRES

BEING A 1.016 ACRE TRACT OF LAND SITUATED IN THE R. McNUTT SURVEY, ABSTRACT NO. 422, OUT OF A CALLED 111.825 ACRE TRACT CONVEYED TO LIMMER HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021163233 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH ROD WITH ALUM CAP "TX DEPT TRANS" FOUND (GRID N: 10,177,810.07 GRID E: 3,163,383.54) ON THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE (VARIABLE WIDTH RIGHT-OF-WAY), FOR A COMMON CORNER OF SAID 111.825 ACRE TRACT AND A CALLED 113.02 ACRE TRACT, CONVEYED TO HUTTO ISD AND RECORDED IN DOCUMENT NO. 2023072818, (O.P.R.W.C.TX.);

THENCE SOUTH 87 DEGREES 02 MINUTES 32 SECONDS WEST, WITH THE COMMON LINE OF SAID 111.825 ACRE TRACT AND SAID 113.02 ACRE TRACT, A DISTANCE OF 197.07 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET, FROM WHICH A 1/2-INCH ROD FOUND BEARS SOUTH 87 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 9.88 FEET;

THENCE OVER AND ACROSS SAID 111.825 ACRE TRACT THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 05 DEGREES 56 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.60 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) NORTH 10 DEGREES 16 MINUTES 52 SECONDS WEST, A DISTANCE OF 43.11 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
3) NORTH 24 DEGREES 09 MINUTES 52 SECONDS WEST, A DISTANCE OF 28.99 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) NORTH 39 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 73.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) NORTH 31 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 4.58 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
6) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 60.02 FEET, A RADIUS OF 534.50 FEET, A DELTA ANGLE OF 06 DEGREES 26 MINUTES 01 SECONDS, AND A CHORD THAT BEARS NORTH 72 DEGREES 23 MINUTES 05 SECONDS EAST, A DISTANCE OF 59.99 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) NORTH 69 DEGREES 10 MINUTES 05 SECONDS EAST, A DISTANCE OF 92.38 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
8) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 38.48 FEET, A RADIUS OF 24.50 FEET, A DELTA ANGLE OF 89 DEGREES 59 MINUTES 29 SECONDS, AND A CHORD THAT BEARS SOUTH 65 DEGREES 50 MINUTES 11 SECONDS EAST, A DISTANCE OF 34.65 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE;

(INTENTIONALLY LEFT BLANK)

EXHIBIT "A"

THENCE SOUTH 20 DEGREES 50 MINUTES 26 SECONDS EAST, WITH THE NORTHEASTERN LINE OF SAID 111.825 ACRE TRACT AND THE SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FRONTAGE, A DISTANCE OF 265.57 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.016 ACRES, MORE OR LESS.

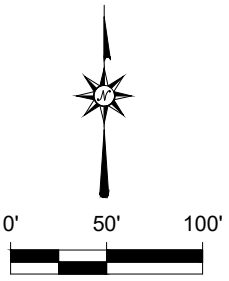
PART 1 – 1.901 ACRES
PART 2 – 2.711 ACRES
PART 3 – 2.683 ACRES
PART 4 – 2.243 ACRES
PART 5 – 1.016 ACRES
TOTAL – 10.554 ACRES

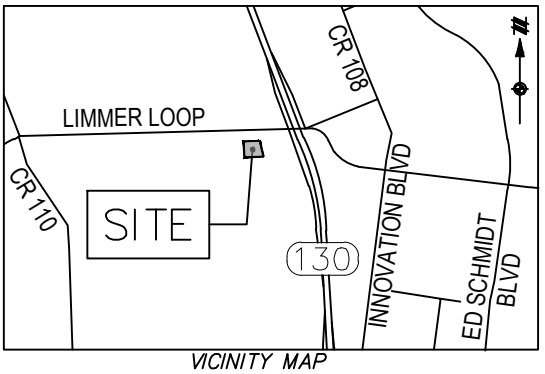
Bearing Basis: All bearings based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), NAD83. All distances shown are grid values.

Robert Gertson
Texas Registered Professional Land Surveyor No. 6367
LJA Surveying
7500 Rialto Blvd, Bldg. II, Ste. 100
Austin, TX 78748
TBPELS No. 10194382

19 January 2026

PART 1





VICINITY MAP
NOT TO SCALE

R. McNUTT SURVEY
ABSTRACT NO. 422

LIMMER LOOP
(VARABLE ROW WIDTH)

R=25.00' L=39.17'
DELTA=89° 45' 55"
S47° 39' 32"E, 35.28'

POINT OF COMMENCING
N:10178848.53
E:3162082.39

1/2"
(ILLEGIBLE)

S80°12'16"W 277.24'

S02°46'34"E 15.32'

1/2"
(ILLEGIBLE)

N87°27'31"E 261.67'

POINT OF BEGINNING
N:10178801.36
E:3161809.19

R=504.50' L=141.64'
DELTA=16° 05' 08"
S10° 49' 08"E, 141.17'

N71°57'21"E 418.37'

1.901 ACRE TRACT
82,787 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.

N02°33'23"W 275.16'

R=965.50' L=97.87'
DELTA=5° 48' 28"
S15° 57' 28"E, 97.83'

S87°26'37"W 329.68'

CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.

LEGEND

◎	IRON ROD WITH CAP FOUND (AS NOTED)
⬡	1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
———	BOUNDARY LINE
— — —	ADJACENT LINE

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

DATE:	01/15/2026
DRWN BY:	AEC
CHKD BY:	RJG
PROJ NO.	S001-A474-1001.409

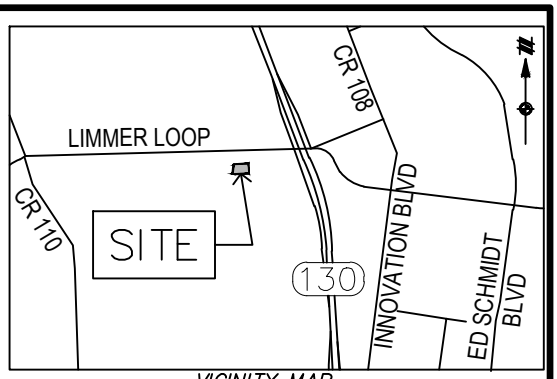
EXHIBIT "A"

1.901 ACRES OR 82,787 SQUARE FEET
IN THE
R McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\A474 (Ashton Gray)\(1001)_Pearl Estates – 114 Acre Tract–Hutto\06–CAD\Civil 3D\Plats\Limmer PID Improvement – Legals & Exhibits\IA4\Archive\Block G, Lot 1 – Commercial Tract\PID IMPROVEMENT_BLOCK G, LOT 1 COMMERCIAL.dwg 1/19/2026

PART 2



VICINITY MAP
NOT TO SCALE

0' 50' 100'

CALLED 3.149 ACRE TRACT
KHANJAE LAHZAT ALI
DOCUMENT NO. 2023094554
O.P.R.W.C.Tx.

LEMENS AVE

R. McNUTT SURVEY
ABSTRACT NO. 422

LIMMER LOOP
(VARABLE ROW WIDTH)

N87°27'31"E 393.38'

N70°56'13"W
93.72'

R=25.00' L=38.92'
DELTA=89° 11' 39"
N43° 06' 25"E, 35.11'

CALLED 1.667 ACRE TRACT
LIMMER HAYBARN REAL ESTATE LLC
DOCUMENT NO. 2021137126
O.P.R.W.C.Tx.

R=1035.00' L=253.36'
DELTA=14° 01' 33"
N05° 31' 21"E, 252.73'

2.711 ACRE TRACT
118,083 SQUARE FEET
PORTION OF
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.

S02°33'23"E 275.16'

POINT OF COMMENCING
N:10178514.24
E:3160962.35

N87°44'34"E
118.14'

POINT OF BEGINNING
N:10178518.89
E:3161080.39

S87°30'26"W 454.01'

CALLED 111.825 ACRE TRACT
LIMMER HOLDINGS, LLC
DOCUMENT NO. 2021163233
O.P.R.W.C.TX.

LEGEND

●	1/2" IRON ROD FOUND
◎	1/2" ROD SET WITH PLASTIC CAP STAMPED "LJA SURVEY"
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
———	BOUNDARY LINE
— — —	ADJACENT BOUNDARY LINE

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

DATE:	01/15/2026
DRWN BY:	AEC
CHKD BY:	RJG
PROJ NO.	S001-A474-1001.409

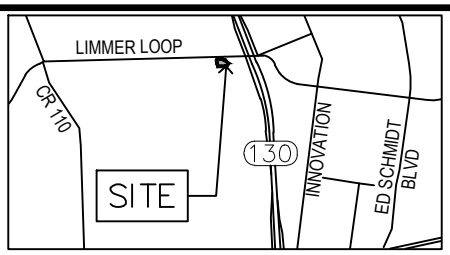
EXHIBIT "A"

2.711 ACRE TRACT OR 118,083 SQUARE FEET
IN THE
R. McNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\A474 (Ashton Gray)\(1001)_Pearl Estates – 114 Acre Tract–Hutto\06–CAD\Civil 3D\Plats\Limmer PID Improvement – Legals & Exhibits\IA4\Archive\Block G, Lot 2 – Commercial Tract\PID IMPROVEMENT_BLOCK G, LOT 2 COMMERCIAL.dwg 1/19/2026

PART 3



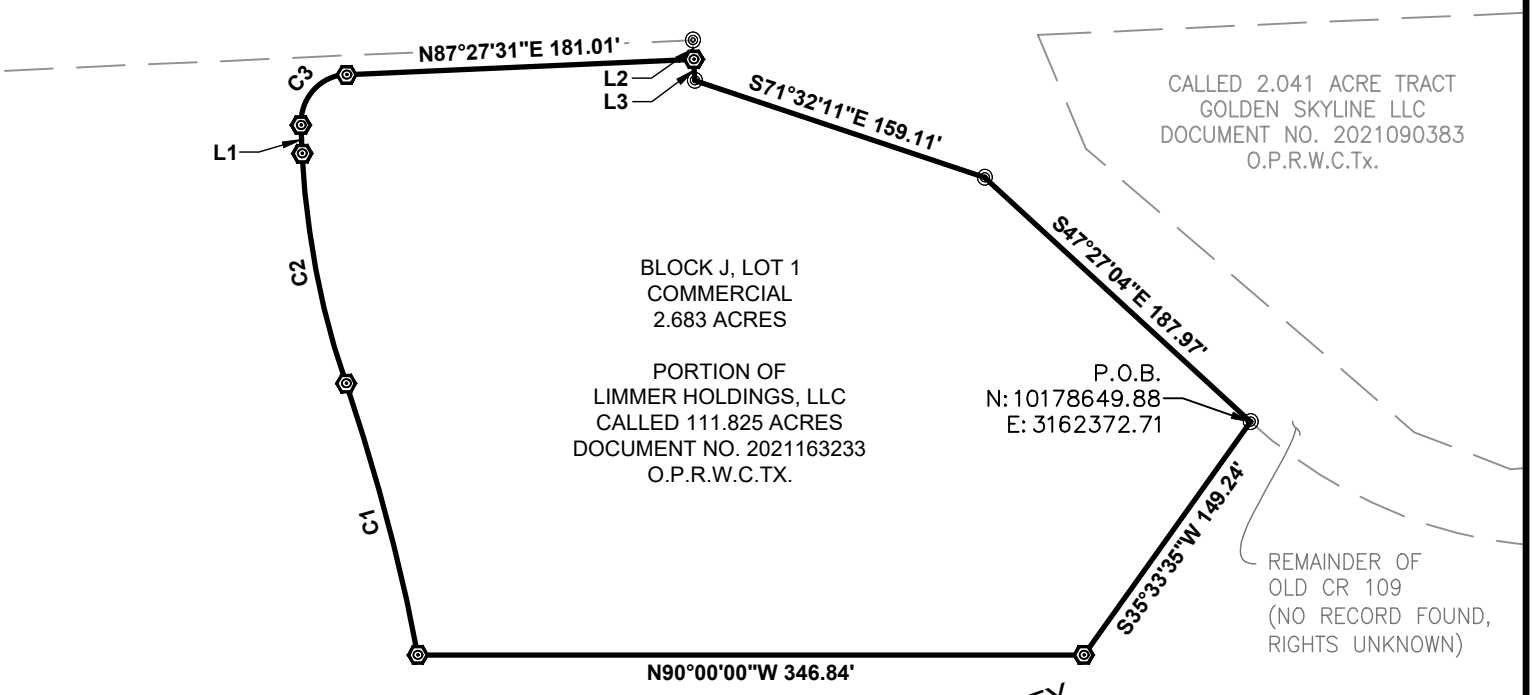
VICINITY MAP
NOT TO SCALE

0' 50' 100'

LEGEND

◎	1/2" ROD WITH CAP STAMPED "LJA SURVEY" SET
◎	1/2" IRON ROD WITH CAP (ILLEGIBLE) FOUND
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
———	BOUNDARY LINE
— — —	ADJOINER LINE

LIMMER LOOP
(VARIABLE WIDTH ROW)



Line Table		
Line #	Direction	Length
L1	N02° 46' 34"W	14.83'
L2	N02° 30' 25"W	10.11'
L3	S02° 30' 25"E	11.06'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	146.21'	1,034.50	8°05'52"	N14° 48' 46"W	146.09'
C2	122.26'	435.50	16°05'08"	N10° 49' 08"W	121.86'
C3	39.37'	25.00	90°14'05"	N42° 20' 28"E	35.43'

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

DATE:	01/15/26
DRWN BY:	JBC
CHKD BY:	RG
PROJ NO.	S001-A474-1001.409

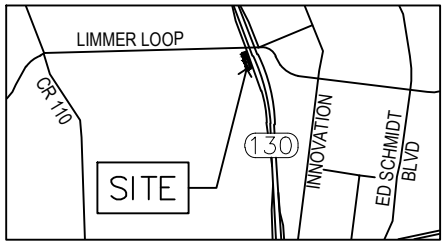
EXHIBIT "A"

2.683 ACRES (116,864 SQ.FT.)
IN THE
R. MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\A474 (Ashton Gray)\(1001)_Pearl Estates – 114 Acre Tract-Hutto\06-CAD\Civil 3D\Plats\Limmer PID Improvement – Legals & Exhibits\IA4\Archive\Block J, Lot 1 – Commercial Tract\PID IMPROVEMENT_BLOCK J, LOT 1.dwg 1/19/2026

PART 4

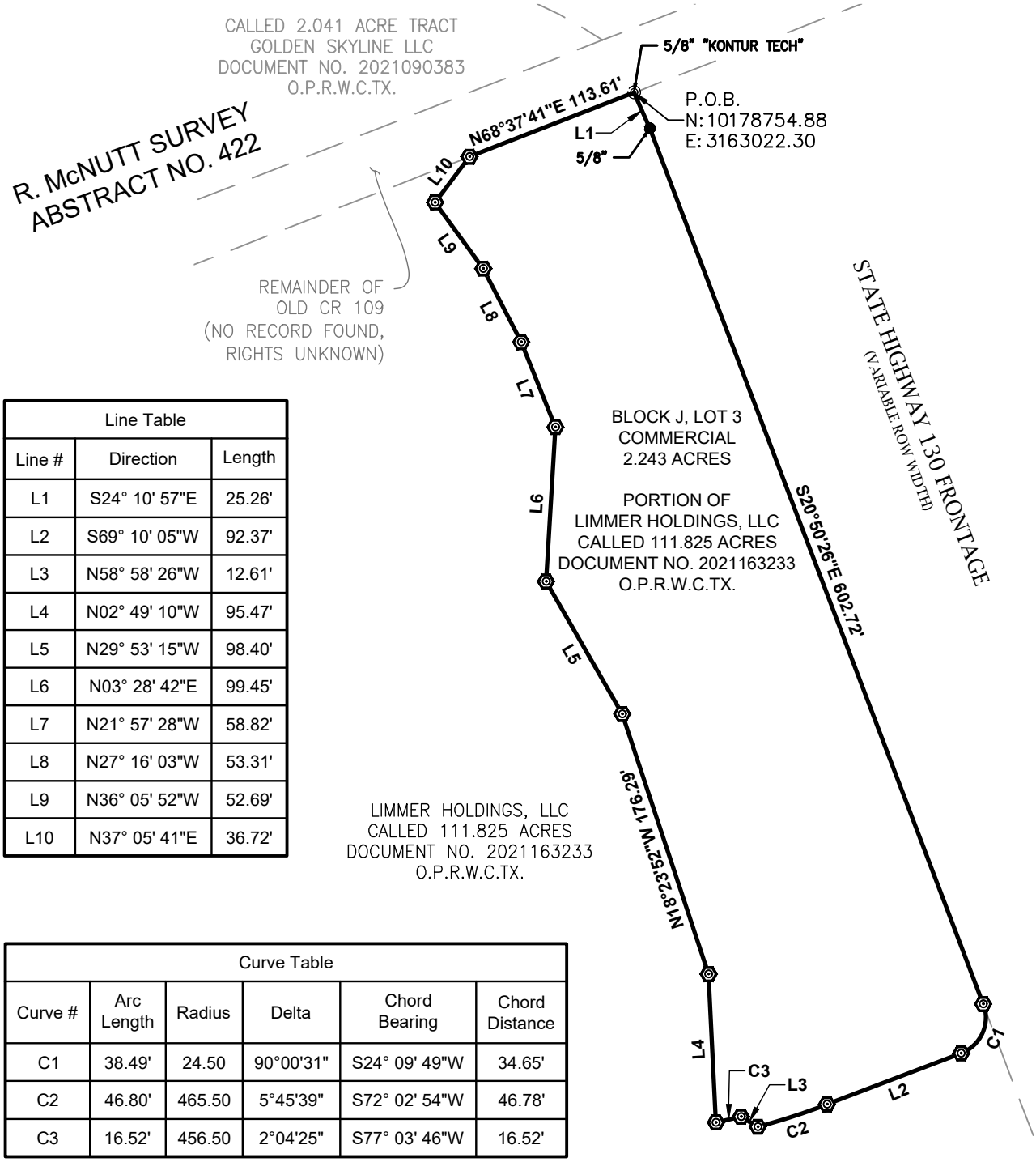


VICINITY MAP
NOT TO SCALE

0' 50' 100'

LEGEND

◎	1/2" ROD WITH CAP STAMPED "LJA SURVEY" SET
◎ O.P.R.W.C.TX.	IRON ROD WITH CAP FOUND (AS NOTED) OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
———	BOUNDARY LINE
— — —	ADJOINER LINE
P.O.B.	POINT–OF–BEGINNING



Line Table		
Line #	Direction	Length
L1	S24° 10' 57"E	25.26'
L2	S69° 10' 05"W	92.37'
L3	N58° 58' 26"W	12.61'
L4	N02° 49' 10"W	95.47'
L5	N29° 53' 15"W	98.40'
L6	N03° 28' 42"E	99.45'
L7	N21° 57' 28"W	58.82'
L8	N27° 16' 03"W	53.31'
L9	N36° 05' 52"W	52.69'
L10	N37° 05' 41"E	36.72'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	38.49'	24.50	90°00'31"	S24° 09' 49"W	34.65'
C2	46.80'	465.50	5°45'39"	S72° 02' 54"W	46.78'
C3	16.52'	456.50	2°04'25"	S77° 03' 46"W	16.52'

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

DATE:	01/15/26
DRWN BY:	JBC
CHKD BY:	RG
PROJ NO.	S001-A474-1001.409

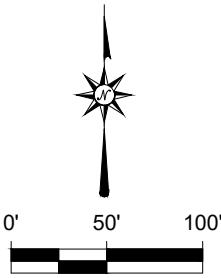
EXHIBIT "A"

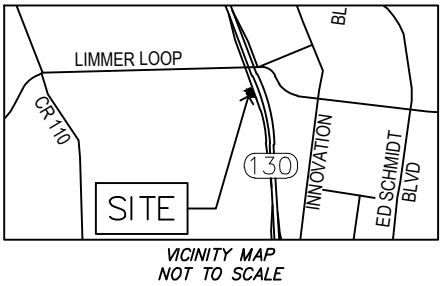
2.243 ACRES (97,714 SQ.FT.)
IN THE
R. MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\A474 (Ashton Gray)\(1001)_Pearl Estates – 114 Acre Tract–Hutto\06–CAD\Civil 3D\Plats\Limmer PID Improvement – Legals & Exhibits\IA4\Archive\Block J, Lot 3 – Commercial Tract\PID IMPROVEMENT_BLOCK J, LOT 3.dwg 1/19/2026

PART 5



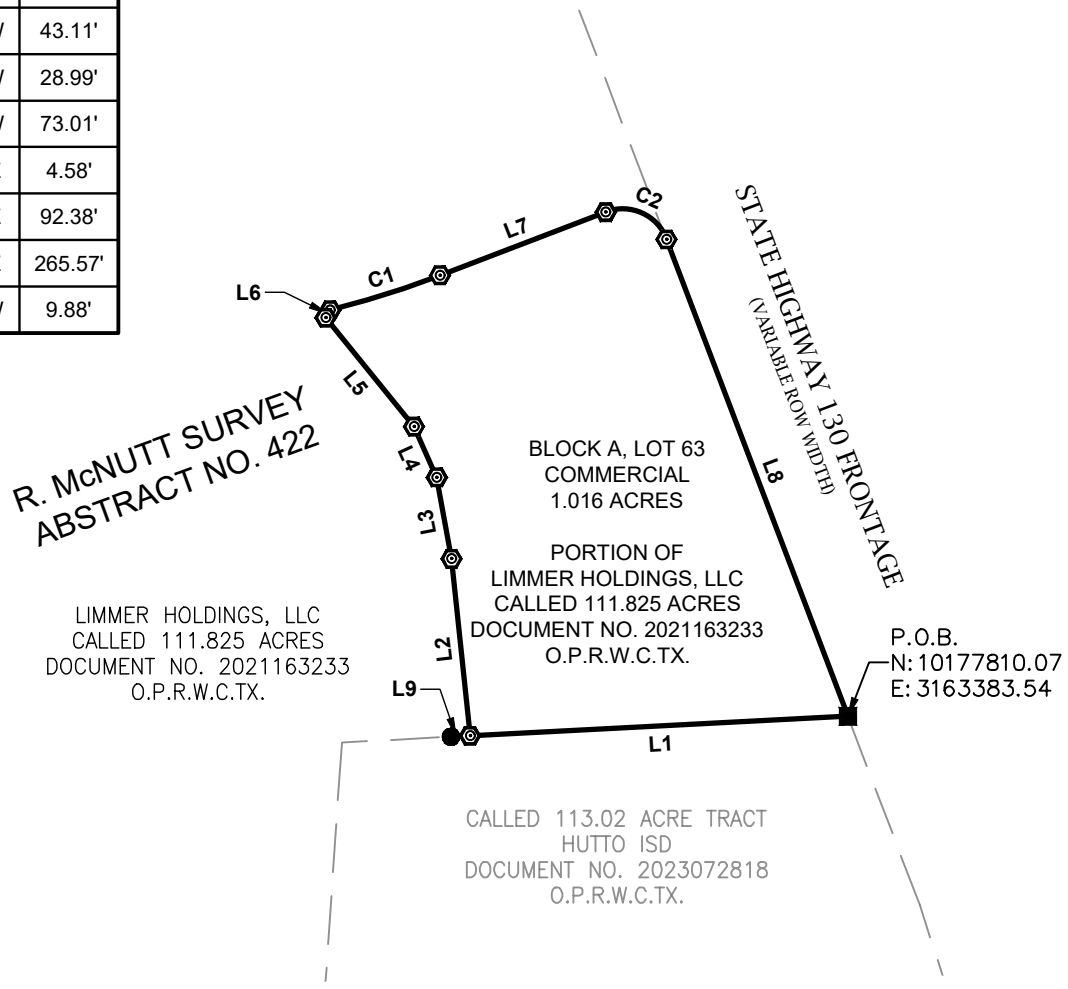


VICINITY MAP
NOT TO SCALE

LEGEND

⊙	1/2" ROD WITH CAP STAMPED "LJA SURVEY" SET
●	1/2" IRON ROD FOUND (AS NOTED)
■	5/8" IRON ROD WITH ALUM CAP "TX DEPT TRANS" FOUND
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
———	BOUNDARY LINE
— — —	ADJOINER LINE
P.O.B.	POINT-OF-BEGINNING

Line Table		
Line #	Direction	Length
L1	S87° 02' 32"W	197.07'
L2	N05° 56' 55"W	92.60'
L3	N10° 16' 52"W	43.11'
L4	N24° 09' 52"W	28.99'
L5	N39° 05' 50"W	73.01'
L6	N31° 34' 29"E	4.58'
L7	N69° 10' 05"E	92.38'
L8	S20° 50' 26"E	265.57'
L9	S87° 02' 32"W	9.88'



Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	60.02'	534.50	6°26'01"	N72° 23' 05"E	59.99'
C2	38.48'	24.50	89°59'29"	S65° 50' 11"E	34.65'

PART 1 - 1.901 ACRES
PART 2 - 2.711 ACRES
PART 3 - 2.683 ACRES
PART 4 - 2.243 ACRES
PART 5 - 1.016 ACRES
TOTAL - 10.554 ACRES

BASIS OF BEARING: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF NAD83 (2011 ADJUSTMENT), CENTRAL ZONE (4203). ALL DISTANCES ARE SHOWN IN US SURVEY FEET AND ARE GRID VALUES.

STATE OF TEXAS
REGISTERED
ROBERT J. GERTSON
6367
PROFESSIONAL
LAND SURVEYOR

ROBERT GERTSON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6367
DATE OF SURVEY: 01/19/2026

PAGE 11 OF 11

DATE:	01/15/26
DRWN BY:	JBC
CHKD BY:	RG
PROJ NO.	S001-A474-1001.409

EXHIBIT "A"

1.016 ACRES (44,256 SQ.FT.)
IN THE
R. MCNUTT SURVEY, ABSTRACT NO. 422
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\A474 (Ashton Gray)\(1001)_Pearl Estates – 114 Acre Tract-Hutto\06-CAD\Civil 3D\Plats\Limmer PID Improvement – Legals & Exhibits\IA4\Archive\Block A, Lot 63 – Commercial Tract\PID IMPROVEMENT_BLOCK A, LOT 63.dwg 1/19/2026

Appendix I – Legal Description

Improvement Area 2

TE PR FE SU EYIN LLC.
3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
XAS O SSIONAL BY G, FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION
16.351 ACRES
IN THE ROBERT MCNUTT SURVEY, ABSTRACT NUMBER 422
WILLIAMSON COUNTY, TEXAS

BEING a 16.351 acre tract of land situated in the Robert McNutt Survey, Abstract Number 422, Williams County, Texas, being a portion of that certain called 111.825 acre tract described in instrument to Limmer Holdings, LLC., recorded under Clerk's File Number 2021163233 Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), said 16.351 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap found in an arc of a curve to the left in the the southerly margin of said County Road 109 (Limmer Loop), the northerly line said 111.825 acre tract for a northwesterly corner of the herein described 16.351 acre tract, from which a ½ inch iron rod found in the southerly margin of said County Road 109, for the northwesterly corner of said 111.825 acre tract bears, North 83°38'42" West, 1364.92 feet, said **POINT OF BEGINNING**, having a Texas State Plane Coordinate value of **N: 10,178,649.88, E: 3,162,372.72**, Central Zone, grid measurements;

THENCE with the southerly line of County Road 109 as mentioned in said instrument to Limmer Holdings, LLC., the northerly line said 111.825 acre tract, the following three (3) courses and distances:

1. Southeasterly, 76.75 feet, with the arc of said curve to the left, having a radius of 248.29 feet, a central angle of 63°51'51", and a chord that bears South 79°25'16" East, 262.65 feet, to a ½ inch iron calculated point for the end of said curve;
2. North 68°28'05" East, 75.99 feet, to a ½ inch iron rod with cap found for corner;
3. North 68°39'38" East, 230.77 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the northeasterly corner of the herein described 16.351 acre tract;

THENCE, severing, over and across said 111.825 acre tract, the following twenty-two (22) courses and distances:

1. South 37°05'41" West, 36.77 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 36°05'52" East, 52.69 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 27°16'03" East, 53.31 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
4. South 21°57'28" East, 58.82 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
5. South 03°28'42" West, 99.45 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
6. South 29°53'15" East, 98.40 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
7. South 18°23'52" East, 176.29 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
8. South 02°49'10" East, 95.47 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
9. Southwesterly, 6.74 feet, with the arc of said curve to the right, having a radius of 456.50 feet, a central angle of 00°50'46", and a chord that bears South 78°31'22" West, 6.74 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the right;
10. South 78°56'45" West, 79.28 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
11. South 33°56'45" West, 12.73 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
12. South 78°56'45" West, 163.24 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the left;

13. Southwesterly 224.19 feet, with the arc of said curve to the left, having a radius of 784.50 feet, a central angle of 16°22'26", and a chord that bears South 70°45'32" West, 223.43 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the left;
14. South 62°34'19" West, 134.28 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
15. Southwesterly 134.11 feet, with the arc of said curve to the right, having a radius of 715.50 feet, a central angle of 10°44'23", and a chord that bears South 67°56'31" West, 133.92 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the right;
16. South 73°18'42" West, 231.85 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
17. Northwesterly 157.87 feet, with the arc of said curve to the right, having a radius of 100.50 feet, a central angle of 90°00'00", and a chord that bears North 61°41'18" West, 142.13 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the right;
18. North 16°41'18" West, 141.36 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
19. Northwesterly 267.87 feet, with the arc of said curve to the right, having a radius of 715.50 feet, a central angle of 21°27'00", and a chord that bears North 05°57'48" West, 266.30 feet, to a calculated point for the beginning of a reverse curve to the left;
20. Northwesterly 280.32 feet, with the arc of said reverse curve to the left, having a radius of 1034.50 feet, a central angle of 15°31'32", and a chord that bears North 03°00'04" West, 279.46 feet, to a 1calculated point for the northwesterly corner of the herein described 16.351 acre tract;
21. North 90°00'00" East, 346.84 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
22. North 35°33'48" East, 149.25 feet, the **POINT OF BEGINNING** and containing a computed area of 16.351 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on May 12, 2025, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and referenced to Survey Drawing Project 40064.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

December 5, 2025
Date

Thomas A. McIntyre
R.P.L.S. No. 6921

C2	456.50'	6.74'	6.74'	S 78°31'22" W	0°50'46"
C3	784.50'	224.19'	223.43'	S 70°45'32" W	16°22'26"
C4	715.50'	134.11'	133.92'	S 67°56'31" W	10°44'23"
C5	100.50'	157.87'	142.13'	N 61°41'18" W	90°00'00"
C6	715.50'	267.87'	266.30'	N 05°57'48" W	21°27'00"
C7	1034.50'	280.32'	279.46'	N 03°00'04" W	15°31'32"

LINE	BEARING	DISTANCE
L1	N 68°28'05" E	75.99'
L2	S 37°05'41" W	36.77'
L3	S 36°05'52" E	52.69'
L4	S 27°16'03" E	53.31'
L5	S 21°57'28" E	58.82'
L6	S 03°28'42" W	99.45'
L7	S 29°53'15" E	98.40'
L8	S 02°49'10" E	95.47'
L9	S 78°56'45" W	79.28'
L10	S 33°56'45" W	12.73'
L11	S 62°34'19" W	134.28'
L12	N 16°41'18" W	141.36'
L13	N 35°33'48" E	149.25'

0' 100' 200' 300'

Scale: 1" = 100'

SYMBOL LEGEND

- EDGE OF ASPHALT
- FLOWLINE
- OE — OVERHEAD ELECTRIC
- FOUND SURVEY MONUMENT
- CALCULATED CORNER
- GUY WIRE (GW)
- POWER POLE (PP)
- SET SURVEY MONUMENT
- TP — TELEPHONE PEDESTAL (TP)
- W — WATER METER
- RCP — REINFORCED CONCRETE PIPE

REMAINDER OF
LIMMER HOLDINGS, LLC
CALLED 111.825 ACRES
C.F. No. 2021163233
O.P.R.W.C.T.

SURVEYOR HAS RELIED ON INFORMATION PROVIDED BY:
STEWART TITLE GUARANTY COMPANY
G.F. NO.: 232777
EFFECTIVE DATE: JUNE 21, 2023

THE SUBJECT TRACT(S) AS SHOWN HEREON MAY BE SUBJECT TO THE FOLLOWING ITEM(S) LISTED IN SCHEDULE B, OF SAID TITLE COMMITMENT:

10b) EASEMENT TO SEMINOLE PIPELINE VOL. 826, PG. 337 AS AFFECTED BY VOL. 848, PG. 261, D.R.W.C.T. (DOES NOT AFFECT)
10c) EASEMENT TO ENTERPRISE CRUDE PIPELINE, LLC. PER C.F. No. 2017006078 AND 2017006079, D.R.W.C.T. (C.F. No. 2017006078 DOES NOT AFFECT / C.F. No. 2017006079 DOES AFFECT / SHOWN HEREON)
10f) JUDGMENT PER C.F. No. 2005049075, O.P.R.W.C.T. AND CONDEMNATION PER C.F. No. 2006028857, O.P.R.W.C.T. (DEED IS FOR STATE HIGHWAY 130)

TEXAS PROFESSIONAL SURVEYING
3032 N. Frazier, Conroe, Texas 77303
Ph: 936.756.7447 Fax: 936.756.7448
www.surveyingtexas.com
Firm No. 10083400

PROJECT	ECT 40064_16.351 AC
FIELD DATE	F 05-12-2025
DRAWN BY	ADV
CHECKED BY	MJW
FIELD CREW	CA
REV 1	12/5/2025
REV 2	__-__-____
REV 3	__-__-____
REV 4	__-__-____

CLIENT ---------- ASHTON GRAY
ADDRESS ---------- CR 109, HUTTO, TX, 78634
SURVEY ---------- ROBERT MCNUTT, A - 422
SUBJECT ---------- 16.351 ACRES
COUNTY ---------- WILLIAMSON

N 83°38'42" W

REMAINDER OF
LIMMER HOLDINGS, LLC
CALLED 111.825 ACRES
C.F. No. 2021163233
O.P.R.W.C.T.

POB
FND ½" I.R. W/CAP
N: 10,178,649.88
E: 3,162,372.72

N 90°00'00" E 346.84'

SET ½" I.R. W/TPS CAP

COUNTY ROAD 109

C1

36" RCP W

PP

TP

GW(x2)

FND ½" I.R. W/CAP

N 68°39'38" E

FND ½" I.R. W/CAP

L1

L2

L3

L4

L5

L6

L7

L8

L9

L10

L11

SET ½" I.R. PS CAP

SET ½" I.R. PS CAP

W/T

SET ½" I.R. W/TPS CAP

W/T

℄ CREEK

I.R. CAP

SET ½" W/TPS

SET ½" I.R. W/TPS CAP

30' PIPELINE EASEMENT (SEE ITEM 10c)

REMAINDER OF
LIMMER HOLDINGS, LLC
CALLED 111.825 ACRES
C.F. No. 2021163233
O.P.R.W.C.T.

SET ½" I.R. W/TPS CAP

S 18°23'52" E
76.29'

SET ½" I.R. W/TPS CAP

S 78°56'45" W
163.24'

SET ½" I. W/TPS CAP

SET ½" I.R. W/TPS CAP

R.

C2

SET ½" I.R. W/TPS CAP

C3

SET ½" I.R. W/TPS CAP

C4

SET ½" I.R. W/TPS CAP

SET ½" I.R. W/TPS CAP

C5

S 73°18'42" W 231.85'

C6

SET ½" I.R. W/TPS CAP

L12

C7

ROBERT MCNUTT SURVEY
ABSTRACT NO. 422

16.351 ACRES
PORTION OF
LIMMER HOLDINGS, LLC
CALLED 111.825 ACRES
C.F. No. 2021163233
O.P.R.W.C.T.

GRAVEL ROAD

OE

REMAINDER OF
LIMMER HOLDINGS, LLC
CALLED 111.825 ACRES
C.F. No. 2021163233
O.P.R.W.C.T.

NO PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN, PER GRAPHIC SCALING OF FEMA FIRM PANEL NO. 48491C0515F, HAVING AN EFFECTIVE DATE OF 12-20-2019.

ALL COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET.

BOUNDARY SURVEY

BEING A 16.351 ACRE TRACT OF LAND SITUATED IN THE ROBERT McNUTT SURVEY, ABSTRACT NUMBER 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 111.825 ACRE TRACT DESCRIBED IN INSTRUMENT TO LIMMER HOLDINGS, LLC, RECORDED IN CLERK'S FILE NO. 2021163233, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T. SAID 16.351 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY ATTACHED METES AND BOUNDS DESCRIPTION.

I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE UNDER MY SUPERVISION ON THE GROUND OF THE ABOVE-DESCRIBED PROPERTY, AND THAT THE ABOVE PLAT OR DRAWING REFLECTS THE FINDINGS ON THE GROUND OF THE PROPERTY AT THIS TIME AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION III, LAND TITLE SURVEY.

STATE OF TEXAS
REGISTERED
THOMAS A. McINTYRE
6921
PROFESSIONAL
LAND SURVEYOR

Thomas A. McIntyre
Registered Professional Land Surveyor No. 6921

AGENDA ITEM REPORT
9.1.

To:	City Council
Subject:	Conduct the first of two public hearings to consider a resolution approving Amendment No. 2 to the Strategic Partnership Agreement with the Williamson County Municipal Utility District No. 22 with the City of Hutto and clarify the purposes of limited-purpose annexation of property previously annexed into the City under the agreement to include allowing the sale of all types of alcohol within the property annexed for limited purposes and providing for the collection of a mixed beverage sales tax. (Legal)
Meeting:	Thursday, October 1, 2026
Department:	Legal /
Staff Contact:	Dottie Palumbo

ITEM SUMMARY:

This is the first of two public hearings required by Section 43.0751 of the Local Government Code. The second public hearing will be October 15, 2026, when the resolution and Amendment No. 2 to the Strategic Partnership Agreement can be finally considered for approval.

Pursuant to Section 43.0751 of the Local Government Code, the City and the District previously entered into a "Strategic Partnership Agreement Between the City of Hutto and the Williamson County Municipal Utility District No. 22" dated effective November 5, 2007 (the "*Original Agreement*"), which, among other things, provided for the limited purpose annexation into the City of approximately 69 acres within the District and authorized the City to impose and collect sales and use taxes within area annexed for limited purposes.

Subsequently, the City and the District entered into "Amendment No. 1 to Strategic Partnership Agreement," dated effective January 7, 2025, which provided for the limited purpose annexation into the City of certain additional property within the District and authorized the City to impose and collect sales and use taxes within the area annexed for limited purposes.

The City and the District desire to amend the Agreement to clarify that the purposes of the limited purpose annexation of the Limited Purpose Annexation Property under the Agreement included allowing the sale of all types of alcohol, and the imposition and collection of mixed beverages sales tax by the City, if allowed by law, within the Limited Purpose Annexation Property.

STAFF RECOMMENDATION:

This is the first of two public hearings and no action is needed.

FISCAL NOTES:

AGENDA ITEM REPORT
9.1.

No fiscal impact.

ATTACHMENTS:

1. Hutto Res Amd 2 SPA MUD 22
2. WC22 Amendment No. 2 to Strategic Partnership Agreement 4925-2974-8939.3

RESOLUTION NO. R-2026-___

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AMENDMENT NO. 2 TO THE STRATEGIC PARTNERSHIP AGREEMENT BETWEEN WILLIAMSON COUNTY MUD NO. 22, (STAR RANCH) AND THE CITY OF HUTTO; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the City Manager to execute Amendment No. 2 to the Strategic Partnership Agreement ("Agreement"), attached as Exhibit A.

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 15th day of October, 2026 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

AMENDMENT NO. 2 TO
STRATEGIC PARTNERSHIP AGREEMENT

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

This Amendment No. 2 to Strategic Partnership Agreement (this "*Amendment*") is made and entered into by the City of Hutto, Texas (the "*City*") and Williamson County Municipal Utility District No. 22 (the "*District*"), under the authority of Section 43.0751 of the Texas Local Government Code (the "*Local Government Code*"). The City and the District are sometimes referred to herein collectively as the "*Parties*".

RECITALS

A. The City is a home rule municipal corporation.

B. The District is a municipal utility district created pursuant to Senate Bill 1887, Acts of the 79th Texas Legislature, Regular Session 2005, now codified as Chapter 8135 of the Texas Special District Local Laws Code (the "*Act*") and operating under the Act and Chapters 49 and 54 of the Texas Water Code.

C. In accordance with Section 43.0751 of the Local Government Code, the City and the District previously entered into a "Strategic Partnership Agreement Between the City of Hutto and the Williamson County Municipal Utility District No. 22" dated effective November 5, 2007 (the "*Original Agreement*"), which, among other things, provided for the limited purpose annexation into the City of approximately 69 acres within the District and authorized the City to impose and collect sales and use taxes within area annexed for limited purposes.

D. Subsequently, the City and the District entered into "Amendment No. 1 to Strategic Partnership Agreement," dated effective January 7, 2025 ("*Amendment No. 1*" and, collectively with the Original Agreement, the "*Agreement*"), which provided for the limited purpose annexation into the City of certain additional property within the District and authorized the City to impose and collect sales and use taxes within area annexed for limited purposes.

E. The City and the District desire to amend the Agreement to clarify that the purposes of the limited purpose annexation of the Limited Purpose Annexation Property under the Agreement included allowing the sale of all types of alcohol, and the imposition and collection of mixed beverages sales tax by the City, if allowed by law, within the Limited Purpose Annexation Property.

F. Section 6.12 of the Agreement provides that the Agreement may be amended in writing upon the approval of the governing bodies of the City and the District.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Amendment, and other good and valuable

consideration, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing Recitals are incorporated herein by reference.

2. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Agreement.

3. Sale of Alcohol. The District and the City hereby agree, and clarify, that the purposes of the limited purpose annexation of the Limited Purpose Annexation Property included allowing the sale of all types of alcohol, and the imposition and collection of mixed beverage sales taxes by the City, if allowed by law, within the Limited Purpose Annexation Property.

4. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Agreement continue to govern the rights and obligations of the Parties, and all terms of the Agreement remain in full effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

5. Effective Date of Amendment. This Amendment will become effective on and as of the date that it has been fully executed by the City and the District after adoption by the governing bodies of both Parties (the "*Effective Date*"), as evidenced and determined by the date of the notary acknowledgments set forth on the Parties' respective counterpart signature pages hereto. This Amendment shall be recorded in the deed records of the county or counties in which the land included within the District is located and shall bind each owner and each future owner of land included within the District's Boundaries as of the Effective Date.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

* * *

EXECUTED to be effective as of the Effective Date.

[*counterpart signature pages follow*]

COUNTERPART SIGNATURE PAGE TO:

AMENDMENT NO. 2 TO
STRATEGIC PARTNERSHIP AGREEMENT

CITY OF HUTTO, TEXAS

By:_____
James Earp, City Manager

ATTEST:

_____
_____
City Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by James Earp, City Manager of the City of Hutto, Texas, for and on behalf of said city.

_____
Notary Public Signature

(SEAL)

COUNTERPART SIGNATURE PAGE TO:

AMENDMENT NO. 2 TO
STRATEGIC PARTNERSHIP AGREEMENT

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22

_____
Kyle Spears, President
Board of Directors

ATTEST:

_____
Claudia Capers, Secretary
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the — day of _____, 2026, by Kyle Spears, President of the Board of Directors of Williamson County Municipal Utility District No. 22, for and on behalf of said district.

_____
Notary Public Signature

(SEAL)

AGENDA ITEM REPORT
9.2.

To:	City Council
Subject:	Conduct the first of two public hearings to consider a resolution approving Amendment No. 2 to the Strategic Partnership Agreement with the Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 with the City of Hutto and clarify the purposes of limited-purpose annexation of property previously annexed into the City under the agreement to include allowing the sale of all types of alcohol within the property annexed for limited purposes and providing for the collection of a mixed beverage sales tax. (Legal)
Meeting:	Thursday, October 1, 2026
Department:	Legal /
Staff Contact:	Dottie Palumbo

ITEM SUMMARY:

This is the first of two public hearings required by Section 43.0751 of the Local Government Code. The second public hearing will be October 15, 2026, when the resolution and Amendment No. 2 to the Strategic Partnership Agreement can be finally considered for approval.

Pursuant to Section 43.0751 of the Local Government Code, the City and the District previously entered into a "Strategic Partnership Agreement Between the City of Hutto and the Williamson County Water, Sewer, Irrigation, and Drainage District No. 3" dated effective May 1, 2006 (the "*Original Agreement*"), which, among other things, provided for the limited purpose annexation into the City of approximately 111 acres within the District and authorized the City to impose and collect sales and use taxes within area annexed for limited purposes.

Subsequently, the City and the District entered into "Amendment No. 1 to Strategic Partnership Agreement," dated effective October 22, 2024 ("*Amendment No. 1*" and, collectively with the Original Agreement, the "*Agreement*"), which provided for the limited purpose annexation into the City of certain additional property within the District and authorized the City to impose and collect sales and use taxes within area annexed for limited purposes.

The City and the District desire to amend the Agreement to clarify that the purposes of the limited purpose annexation of the Limited Purpose Annexation Property under the Agreement included allowing the sale of all types of alcohol, and the imposition and collection of mixed beverages sales tax by the City, if allowed by law, within the Limited Purpose Annexation Property.

STAFF RECOMMENDATION:

This is the first of two public hearings and no action is needed.

AGENDA ITEM REPORT
9.2.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. Hutto Res Amd 2 SPA WCWSID No. 3
2. WSIDD3 Amendment No. 2 to Strategic Partnership Agreement 4912-6343-6491.6

RESOLUTION NO. R-2026-___

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AMENDMENT NO. 2 TO THE STRATEGIC PARTNERSHIP AGREEMENT BETWEEN WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 AND THE CITY OF HUTTO; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the City Manager to execute Amendment No. 2 to the Strategic Partnership Agreement ("Agreement"), attached as Exhibit A.

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 15th day of October, 2026 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

AMENDMENT NO. 2 TO
STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS THAT:
COUNTIES OF WILLIAMSON	§	
AND TRAVIS	§	

This Amendment No. 2 to Strategic Partnership Agreement (this "*Amendment*") is made and entered into by the City of Hutto, Texas (the "*City*") and Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (the "*District*"), under the authority of Section 43.0751 of the Texas Local Government Code (the "*Local Government Code*"). The City and the District are sometimes referred to herein collectively as the "*Parties*".

RECITALS

A. The City is a home rule municipal corporation.

B. The District is a municipal utility district created pursuant to Senate Bill 2528, Acts of the 70th Texas Legislature, Regular Session 1987, now codified as Chapter 8486 of the Texas Special District Local Laws Code (the "*Act*") and operating under the Act and Chapters 49 and 54 of the Texas Water Code.

C. In accordance with Section 43.0751 of the Local Government Code, the City and the District previously entered into a "Strategic Partnership Agreement Between the City of Hutto and the Williamson County Water, Sewer, Irrigation, and Drainage District No. 3" dated effective May 1, 2006 (the "*Original Agreement*"), which, among other things, provided for the limited purpose annexation into the City of approximately 111 acres within the District and authorized the City to impose and collect sales and use taxes within area annexed for limited purposes.

D. Subsequently, the City and the District entered into "Amendment No. 1 to Strategic Partnership Agreement," dated effective October 22, 2024 ("*Amendment No. 1*" and, collectively with the Original Agreement, the "*Agreement*"), which provided for the limited purpose annexation into the City of certain additional property within the District and authorized the City to impose and collect sales and use taxes within area annexed for limited purposes.

E. The City and the District desire to amend the Agreement to clarify that the purposes of the limited purpose annexation of the Limited Purpose Annexation Property under the Agreement included allowing the sale of all types of alcohol, and the imposition and collection of mixed beverage sales taxes by the City, if allowed by law, within the Limited Purpose Annexation Property.

F. Section 6.12 of the Agreement provides that the Agreement may be amended in writing upon the approval of the governing bodies of the City and the District.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Amendment, and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing Recitals are incorporated herein by reference.

2. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Agreement.

3. Sale of Alcohol. The District and the City hereby agree, and clarify, that the purposes of the limited purpose annexation of the Limited Purpose Annexation Property included allowing the sale of all types of alcohol, and the imposition and collection of mixed beverage sales taxes by the City, if allowed by law, within the Limited Purpose Annexation Property.

4. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Agreement continue to govern the rights and obligations of the Parties, and all terms of the Agreement remain in full effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

5. Effective Date of Amendment. This Amendment will become effective on and as of the date that it has been fully executed by the City and the District after adoption by the governing bodies of both Parties (the "*Effective Date*"), as evidenced and determined by the date of the notary acknowledgments set forth on the Parties' respective counterpart signature pages hereto. This Amendment shall be recorded in the deed records of the county or counties in which the land included within the District is located and shall bind each owner and each future owner of land included within the District's Boundaries as of the Effective Date.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

* * *

EXECUTED to be effective as of the Effective Date.

[*counterpart signature pages follow*]

COUNTERPART SIGNATURE PAGE TO:

AMENDMENT NO. 2 TO
STRATEGIC PARTNERSHIP AGREEMENT

CITY OF HUTTO, TEXAS

By:_____
James Earp, City Manager

ATTEST:

_____
_____
City Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by James Earp, City Manager of the City of Hutto, Texas, for and on behalf of said city.

_____
Notary Public Signature

(SEAL)

COUNTERPART SIGNATURE PAGE TO:

AMENDMENT NO. 2 TO
STRATEGIC PARTNERSHIP AGREEMENT

WILLIAMSON COUNTY WATER, SEWER, IRRIGATION, AND DRAINAGE DISTRICT NO. 3

_____
Rance Richter, President
Board of Directors

ATTEST:

_____
Lee Buckley, Secretary/Treasurer
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by Rance Richter, President of the Board of Directors of Williamson County Water, Sewer, Irrigation, and Drainage District No. 3, for and on behalf of said district.

_____
Notary Public Signature

(SEAL)

AGENDA ITEM REPORT
9.3.

To:	City Council
Subject:	Conduct a public hearing and consider possible action on Ordinance No. O-2026-050, a request by Cliff Kendall of WGI, representative, on behalf of the City of Hutto Economic Development Corporation, owner, to rezone 140-acre parcel from LI to PUD, specifically enumerating that 'Data Center' will be an allowable use within the parcel's assigned base zoning of 'Light Industrial', and that the property will be permitted to operate on-premise power generation as accessory to any/all allowable uses on the property. (Howard Koontz)
Meeting:	Thursday, October 1, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

The subject parcel consists of roughly 140-acres, located in the east-central portion of the Hutto Megasite, which itself comprises the south-west corner of the intersection of US Hwy 79 and County Road 3349. The site is within the Hutto corporate limits, and has a zoning designation of LI (Light Industrial). Directly to the north and east are parcels similarly located within the Megasite project and commonly zoned LI; to the west and south are as-yet unincorporated properties, the majority of which have Chapter 43 Annexation Development Agreements in place; further to the east (across CR3349) is Taylor ETJ, developed with new, industrial buildings.

STAFF RECOMMENDATION:

The Hutto Unified Development Code spells out a list by which an application for a zoning amendment should be evaluated:

The proposed zoning is consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans. The property in question is currently assigned a land use designation consistent with this request, 'Heavy Industrial'. Therefore, this request to assign LI to the property would be congruent with that designation. The project in which this property is located was specifically envisioned and is being developed with a plan for an employment park of industrial users like manufacturing, assembly, logistics, and research and design, removed from the highest density residential and commercial areas of the city.

The proposed zoning is compatible with existing and permitted uses on properties in the neighborhood. The lot is adjacent to commonly master-planned property to the north, west, and south, which already has or is pending the zoning category of LI (per the terms of the city's future land use map). This amendment, if granted, would not derivate from the orderly development that has occurred in the Megasite thus far.

Conditions in the neighborhood have changed to the extent the proposed zoning is necessary. The applicants have not experienced a change in condition on the property; the current UDC does not make a provision for data center within the LI district, nor does the specific use of 'on-site power generation' exist in the district's allowable use table. This application is being made under the provisions of the enabling text of the PUD process, which reads, in part: "*The PUD district is a floating zone intended to encourage innovative planning and design techniques for development, when designation of a single use zoning district or application of standard zoning provisions are too rigid for practical application. A PUD district may accommodate development with mixed or varied uses, and/or allow some degree of flexibility in the application of standards and rules in this code to achieve superior results to development on sites with unusual topography, unique settings, or difficult or costly development problems.*"

The proposed zoning does not have an adverse impact on surrounding properties or the natural environment. No remarkable adverse impact can specifically be attributed to this plan for development proposal. The project planned for the site is analogous with other light industry within the Megasite.

The proposed zoning corrects a clerical or administrative error on the zoning map. Not applicable in this instance.

The proposed zoning results in a logical and orderly development pattern. The proposed zoning assignment will further the planned-for and incentivized development pattern already underway within the Megasite project.

The proposed zoning is not merely intended to confer an economic benefit to the property owner. The finished project will add employment to the city and generate primary and secondary taxable activity that is of benefit to far more than the property owners themselves.

The site is a legal building lot. This lot is not yet platted. The development process is bound by a specific workflow, and these properties are expected to be legal building lots if the appropriate zoning designation can be assigned.

PLANNING & ZONING COMMISSION

At their regular September meeting, the Planning & Zoning Commission considered this application. Following the staff presentation, and the associated Public Hearing, the applicant and the Commissioners had discussion about the request. Ultimately, the vote was **4-2 in favor** of the item, as presented (Hudson, Wertz dissent).

Staff recommends **approval** of this request, as presented, pursuant to the findings in this report and consistent with the tenets of both the Comprehensive Plan and Unified Development Code.

AGENDA ITEM REPORT
9.3.

FISCAL NOTES:

While no direct fiscal contributions can be determined at this stage of the planning process, it can be stated that no capital expenditures are required of the City to affect this request.

ATTACHMENTS:

1. 20260923 HUTTO ORD rezone 140 acres LI to PUD for Data Center
2. Initial (7-6-26)-Zoning Submittal Letter - Prologis Hutto
3. Initial (7-6-26)-Hutto Sequel PUD(639488.9)
4. Initial (7-6-26)-104004TI 11-14-24
5. PUD_140 Acres_Exhibit_08.06.26.update

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, APPROVING THE REZONING OF 140.001 ACRES AT US-79 AND FM 3349 FROM LIGHT INDUSTRIAL TO PLANNED UNIT DEVELOPMENT TO INCLUDE ALLOWANCE FOR A DATA CENTER; PROVIDING FINDINGS OF FACT, ENACTMENT, PUBLICATION, PROPER NOTICE AND MEETING, REPEALER, SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (the "City"), is a duly constituted home-rule municipality; and

WHEREAS, the Planning and Zoning Committee approves rezoning from Light Industrial to Planned Unit Development of 140.001 acres located at US-79 and FM 3349; and

WHEREAS, the 140.001 acre-parcel is currently zoned Light Industrial and is proposed to be rezoned to Planned Unit Development district to allow for the development of a coordinated industrial and technology campus consisting of data center facilities, industrial, warehouse, flex-industrial, office, utility, and supporting commercial uses; 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 were present and voting; and

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

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

SECTION 1: All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: That the request to rezone the 140-acre parcel from Light Industrial to Planned Unit Development, is hereby approved, specifically enumerating that 'Data Center' will be an allowable use within the parcel and that the property will be permitted

to operate on-premise power generation as accessory to any/all allowable uses on the property, as set out in Attachment A, a copy if the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 4: The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION 5: All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 6: The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 7: Pursuant to Section 3.13 of the Hutto City Charter, this ordinance is adopted and enacted.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 1st of October, 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

ATTACHMENT A

METCALFE WOLFF
STUART & WILLIAMS, LLP

TALLEY WILLIAMS
Partner

twilliams@mwswtexas.com
512-404-2234

May 15, 2026

Mr. Forrest Williams
City of Hutto Planning Department
500 W Live Oak Street
Austin, Texas 78634

Via Online Submittal

Re: Application for Planned Unit Development ("PUD") Rezoning; 140.001 acres, located at US-79 and FM 3349 (the "Property")

Dear Mr. Williams:

As representatives of the owner of the above-stated Property, we respectfully submit the attached Application for PUD Rezoning. The Property is currently zoned LI and is proposed to be rezoned to PUD district to allow for the development of a coordinated industrial and technology campus consisting of data center facilities, industrial, warehouse, flex-industrial, office, utility, and supporting commercial uses.

The purpose of the Plan is to establish a Planned Unit Development (PUD) that enables the Property to be developed as a data center campus, potentially including supporting industrial, warehouse, and related facilities such as flex-industrial buildings, distribution and storage uses, office and administrative space, technology and research facilities, and essential utility and infrastructure components, along with accessory uses that support campus operations and employees. The PUD is intended to provide a development that is equal to or superior to what would be achieved under standard zoning regulations, while ensuring it does not create undue adverse impacts on adjacent properties, traffic, parking, utilities, or public health and safety, and is adequately served by essential public facilities and services. It further ensures that the scale and massing of development do not overwhelm neighboring properties or interfere with their use or future development. Overall, the PUD establishes a unified framework that provides flexibility to respond to evolving operational and tenant needs while maintaining consistent architectural design, landscaping, buffering, infrastructure coordination, and compatibility with surrounding development.

The site is located within the City's designated water and wastewater service area, and utilities can be provided in accordance with applicable state rules and regulations. No Traffic Impact Analysis ("TIA") is required for the proposed development, as the project does not meet the applicable 2,000 trips-per-day threshold. Additionally, SER had previously accounted for the needs of the Property through the City and EDC infrastructure improvements planned for this area.

Parkland dedication is not required for the proposed development, as the project does not contain any residential components or dwelling units. The proposed PUD consists solely of non-residential data center, industrial, warehouse, office, utility, and supporting employment uses. Accordingly, the development is not anticipated to generate residential parkland demand.

The proposed PUD is consistent with the City's Comprehensive Plan by supporting key goals such as expanding employment opportunities, increasing the local tax base, encouraging high-quality economic development, supporting infrastructure investment, and promoting coordinated, master-planned growth. It also aligns with policies that direct industrial and employment uses to appropriate transportation corridors and utility service areas. The Property is particularly well suited for this type of development due to its access to major roadway infrastructure, availability of utilities, and its separation from established low-density residential neighborhoods.

The PUD establishes customized development standards for the proposed campus that may modify setbacks, building height, lot coverage, landscaping, screening and buffering, parking, signage, and phasing or infrastructure timing to better suit the overall site plan. It incorporates standards that exceed typical City requirements, including enhanced perimeter landscape buffers to improve the project's appearance from surrounding areas. Throughout the development, additional landscaping, screening, and buffering will be used—particularly along public rights-of-way and adjacent to non-industrial uses—to reduce potential impacts and ensure thoughtful site planning, building orientation, and overall visual compatibility with the surrounding community.

The proposed PUD offers a coordinated framework for modern industrial and data center uses, providing flexibility while maintaining high-quality design, infrastructure coordination, and compatibility with surrounding properties, along with standards that exceed minimum ordinance requirements. Based on these benefits, the applicant respectfully requests approval of the rezoning request.

If you have any questions about this Application for Rezoning or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Very truly yours,

Talley Williams

Exhibit A

Hutto Data Center Campus (HDCC) East

City of Hutto, Texas
Planned Unit Development (PUD)

May 5, 2026

Prepared by:

Metcalfe Wolff Stuart & Williams
221 W. 6th Street,
Suite 1300
Austin, TX 78701

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Legal Description – Exhibit B

1. GENERAL PROVISIONS

Hutto Data Center Campus (HDCC) East

1.1 Title

This ordinance is known as the "Hutto Data Center Campus East" Planned Unit Development Ordinance and may be cited as "PUD."

1.2 Property

The Hutto Data Center Campus (HDCC) East Tract is located at US-79 and FM 3349. It consists of approximately 140.001 acres described in **Exhibit B, Survey/Field Notes**, herein defined as "Property."

1.3 Purpose and Intent

The purpose of the PUD is to create a development that is: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

The proposed project involves the development of the Property into a data center campus, which may also include supporting industrial, warehouse, or operations support buildings. The site is located within the City's designated water and wastewater service area, and utilities can be provided in accordance with applicable state rules and regulations.

Provisions of the PUD that are superior to the City ordinances include additional landscape buffers along the perimeter of the project to ensure an attractive appearance to the surrounding community.

1.4 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this PUD shall be regulated by the UDC "Unified Development Code of the City of Hutto, Texas" ("UDC") in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.5 Severability

In case one or more provisions contained within this PUD are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this PUD and in such event, this PUD shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this PUD.

1.6 Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Development Services Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

Modifications to the PUD shall be administered as follows:

Modifications pertaining to (a) Private drives and trails; (b) changes in the density of specific sections or phases that do not increase the overall density of development on the Property, and (c) changes of less than five percent (5%) in the size of any section or phase, shall be considered "Minor Modifications" over which the City's Development Services Director has final review and decision-making authority. In addition, the City may request modifications relating to Private drive and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City's Development Services Director has final review and decision-making authority.

All other changes that are not Minor Modifications shall be considered "Major Modifications." Major Modifications must be approved as an amendment to this PUD by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications shall be recorded by the City at the Property owner's expense in the Official Records of Williamson County, and thereafter, all references in the PUD to the Concept Plan shall mean and refer to the then most current approved Concept Plan.

Minor Modifications allowed by this PUD shall not be deemed to be changes to the PUD under Chapter 245 of the Texas Local Government Code. All Major Modifications shall be deemed to be changes to the PUD under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this PUD does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.7 Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

Data Center: an industrial facility primarily engaged in the storing, processing, and

distribution of data through on-site, networked computer systems or other electronic devices; including accessory offices for employees and security personnel; either in conjunction with a business not located on the site, or for individual compensation.

General Industrial: manufacturing, processing, assembly, or warehousing activities that operate within defined environmental restraints, limiting noise, vibration, or pollution. Manufacturing and assembly are allowed.

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD

The purpose of the PUD is to allow for development of the Property into a data center campus, which may include data center buildings, industrial/warehouse building, and related uses (the "Project"). No more than half of the acreage of the Property will be used for the data center buildings.

For the purpose of addressing any development regulation or conditions not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for development requirements:

Light Industry (LI industrial):

All development of the Property shall conform with the base zoning district Light Industrial (LI) with additional permitted uses (see table below). A portion of the Property is intended to be used as a data center campus, which includes four data center buildings, along with an area designated for substations.

The PUD is located at the intersection of two major arterials, US79 and FM3349.

Permitted uses within the boundaries of the PUD are as listed in the below land use table:

LIGHT INDUSTRIAL PERMITTED USES

Use	Conditions
Non-Residential	
Data Center	P
General Industrial use	P
Heavy industrial use	-
Junkyard	-
Light industrial use	P
Research laboratory	P
Self-storage facility	P
Trade use	P

Vehicle minor repair facility	C
Vehicle major repair facility	C
Vehicle storage facility	P
Warehouse and distribution facility	P

2.2 Use Descriptions and Standards

Unless otherwise modified within this PUD, refer to the UDC for definitions of uses and standards for light industrial uses.

Prohibited Uses

Uses not listed in the "Permitted Use" table in section 2.1 or allowed within Light Industrial (LI) zoning shall be deemed prohibited.

3. DEVELOPMENT STANDARDS

3.1 General Standards

	Light Industrial
Lot area (min)	87,120 sq. ft. (2ac.) per UDC
Front yard setback	15 ft.
Spacing between buildings (min)	N/A
Building height (min/max)	85 ft. to highest occupied floor (no total height limitation)
F.A.R.	1:1 (approx.. 6,098,400 sq. ft.) to be granted for overall campus

3.1.1 Setback encroachment exceptions

Type of structure or use	**Non-residential uses**
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL
Awnings / Galleries	8 feet of vertical clearance required.
Ramps and other access devices required by the ADA	Any yard on the site as long as they do not impede pedestrian flow
Retaining walls	Any yard on the site

3.1.2 Buffer yards

3.1.3.1 Landscape buffer yards shall be provided along the following areas of the PUD. Landscape for the buffer yard shall be planted per the requirements of Section 3.4.2.

- 15 ft. from US79 right-of-way bordering the project on the east

- 15 ft. from the right of way of FM3349

3.1.3 Screening

3.1.4.1 Loading area screening

Off-street loading areas must be fully screened from view from public streets and open spaces. Wing walls, landscape screens, changes in building orientation and/or other architectural elements must be used to buffer loading docks. Loading docks shall be located more than 100 ft. from a residential use or lodging establishment.

Refer to Landscape, Section 3.4 of this PUD for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD areas must be screened and located at least 100 ft. from any residential use. Dumpsters must be screened from public streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

Refer to Landscape, Section 3.4 of this PUD for planting requirements.

3.1.4.3 Parking lot screening

Parking lots that are visible from a public street must be screened from the adjacent street and walkway by a minimum 6-foot-wide landscape area. Three-and-a-half-foot tall screen wall, shrubs, trees or a combination of the above may be placed in the 6-foot landscape screening area.

Refer to Landscape, Section 3.4 of this PUD for planting requirements.

3.1.4.4 Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened.

Solar panels are exempt from mechanical equipment screening standards.

Refer to Landscape, Section 3.4 of this PUD for planting requirements.

3.1.4.5 Utility equipment screening

Electric meters, switch boxes, panels, conduit, transformers, switch gear, house meters and related utility equipment must be screened with a masonry wall and landscaping as required pursuant to Section 3.4 of this PUD. Where allowed by the utility provider, paint all utility equipment to match the adjacent building or landscape. House meter shall be screened.

Utility equipment located in an area that may be frequently seen by the general public must be screened with a masonry wall or wing wall

architecturally integrated into the host structure or painted to match the primary building color.

3.2 Site Design Standards

3.2.1.1 Landscaping Areas

- Landscape islands of at least 162 sq. ft. must be placed at both ends of a parking row.
- Parking rows cannot extend for greater than 10 spaces without an interrupting landscape island of at least 162 sq. ft.
- A 10 ft. landscape median shall be provided between every other parking bay, unless space constraints exist and it is not physically possible to comply and still create a functioning parking lot. The planning director shall have authority to approve modifications on a case-by-case basis.

3.2.2 Parking and Loading Space Bulk Standards

3.2.2.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Compact parking space: 7.5 ft x 16.5 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one loading area.
- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.
- Bicycle space: a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket, an enclosed bicycle locker, a three-point bicycle rack or a fenced, covered, locked or guarded bicycle storage area.

3.2.2.2 Required parking spaces

Uses shall provide the amount of parking that is necessary to meet anticipated normal demand. Up to 15% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The minimum number of required parking spaces for a use is as follows:

Land use classification	Required specs (minimum)	Maximum Spaces
General Industrial Use	1space per 5,000 sq. ft. GFA	1 space per 333 sq. ft. GFA
Data Center Use	Based only nominal occupant count based on actual use	

3.2.2.3 Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses.

3.2.2.4 Space computation and fractions

Fractional results will be rounded up when computing the number of required parking spaces.

3.2.2.5 Sidewalks and connectivity are required throughout the development.

3.3 Architectural Standards

3.3.1 Design Guidelines Data Center Use

Nonresidential building design within the PUD shall comply with the architectural design criteria outlined in the City of Hutto Unified Development Code (UDC) in place at the time of approval of this PUD.

3.3.1.1 Toilet Count

Toilet count to be based solely on nominal occupant count based on actual use.

3.3.1.2 In-Rack Uninterrupted Power Supply (UPS)

In-rack UPS systems are anticipated to be deployed within the data center buildings.The specific system type, technology configuration, and deployment approach will be determined by individual Tenant requirements and operations standards.

3.3.1.3 General Performance Standards

Battery storage systems shall meet all applicable safety, performance, and reliability standards and must be designed, installed, and operated in accordance with codes, manufacturer specifications, and Tenant operational criteria

3.4 Landscaping

3.4.1 General Standards

3.4.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.

3.4.1.2 Utilities

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.4.2 Required Landscaping:

3.4.2.1 Landscaping areas: A minimum of 5% of the total area being developed shall be landscaped.

The planting requirements listed in the chart below shall be required within the HCDD East PUD Landscape Areas and fully meet the minimum landscape requirements for the Project. Plant material shall be selected from the allowing species listed in the City of Hutto UDC.

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer US79 and FM3349: 15-foot minimum buffer	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area
Interior Parking: 10 ft. landscape median between every other parking bay.	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building).			1 per 4 linear ft of wall/fence enclosure constructed
Ground Mounted Equipment.			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq. ft. of landscape buffer

3.4.3 Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht. Native small trees must have a caliper of at least 1.5 in. and 8-10 ft. ht. Planted shrubs must have a minimum 3-gallon container or be at least 18 in. tall.

3.4.4 Native Landscape Buffer and Street Trees

(1) Trees shall be located a minimum of ten feet (10') from a building.
(2) Located within a minimum six-foot (6') wide planting strip or within a 6'x6' tree grate.
(3) Sized at a minimum of three (3") caliper;
(4) All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
(5) The following tree species are recommended for Landscape Buffer and Street Trees. The same species may be used along a contiguous street frontage for a visual consistency.

Common Name	Scientific Name
Carolina Cherry Laurel	*Prunus caroliniana*
Chinquapin Oak	*Quercus muehlenbergii*
Texas Red Oak	*Quercus buckleyi*
Cedar Elm	*Ulmus crassifolia*
Lacebark Elm	*Ulmus parvifolia*
Live Oak	*Quercus virginiana*
Mexican Sycamore	*Platanus mexicana*

3.5 Walls and Fencing

3.5.1 Required walls

The following fence and wall types are required:

Required fence Area/purpose	Height	Acceptable types/materials
Overall fence requirement	10 ft.	Pickets turned out. Anti-climb barrier fence.
Dumpster and utility area	6 ft. – 8 ft.	Masonry in non-residential areas (stone, brick, similar materials) Wood fencing is allowed within the MF designated area.
Utility substation or facility	10 ft.	Pickets turned out. Anti-climb barrier fence.

Studies have been conducted demonstrating that the screen walls located at the

north and south ends of buildings function as both visual screening elements and sound attenuation barriers; therefore, no additional noise barriers are required.

3.6 On-site Power Generation

On-site natural gas power generation supports reliable, resilient energy for facilities with continuous demand, enabling consistent operations and distributed, data intensive uses while ensuring compliance with environmental regulations to protect air quality and public health. To support this approach, the following standards and requirements are applied for natural gas fueled reciprocating engines or turbines as well as battery energy storage systems which shall be allowed by the PUD for installation at the Property:

- On-site natural-gas-fired generators, fuel cell and battery energy storage facilities to support reliability, resilience, distributed energy systems, and data-intensive operations.
- Compliance with applicable Clean Air Act and New Source Performance Standards (NSPS) administered by the U.S. Environmental Protection Agency.
- Adherence to the TCEQ Standard Permit for Electric Generating Units administered by the Texas Commission on Environmental Quality.
- BESS (battery energy storage facilities) to support energy reliability, load balancing, and integration with on-site generation.

4. Exhibits

Exhibit B – Property Description

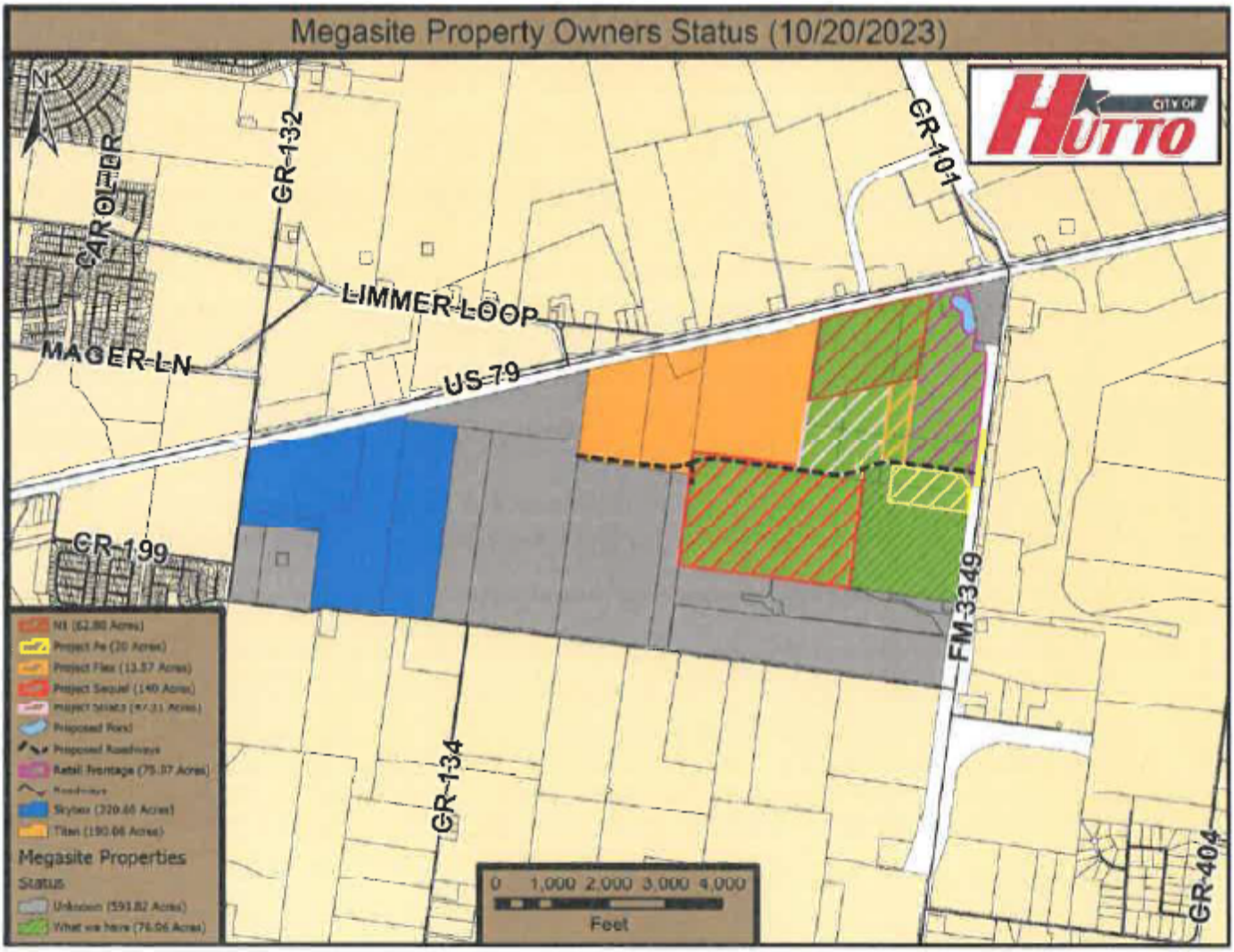
EXHIBIT B

Property Description

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

Being a certain portion of approximately 140 acres of a 224.42 acre tract of land situated in the Thomas B. Lee Survey, Abstract 740 and the J. J. Stubblefield Survey, Abstract 561, Williamson County, Texas; and being a certain portion of land of that certain 35.00 acre tract of land out of the THOMAS B. LEE Survey, Abstract. 740 and the J.J. STUBBLEFIELD SURVEY, Abstract No. 562, in Williamson County, Texas; and being a certain portion of land of that certain 26.65 acre tract of land out of the J.J. STUBBLEFIELD Survey, Abstract No. 562 and the THOMAS B. LEE Survey, Abstract No. 740, in Williamson County, Texas; and being a certain portion of land of that certain 79.10 acre tract of land out of the J.J. STUBBLEFIELD Survey, Abstract No. 562 and the THOMAS B. LEE Survey, Abstract No. 740, in Willimson County, Texas.

The Property is approximately depicted below as "Project Sequel".

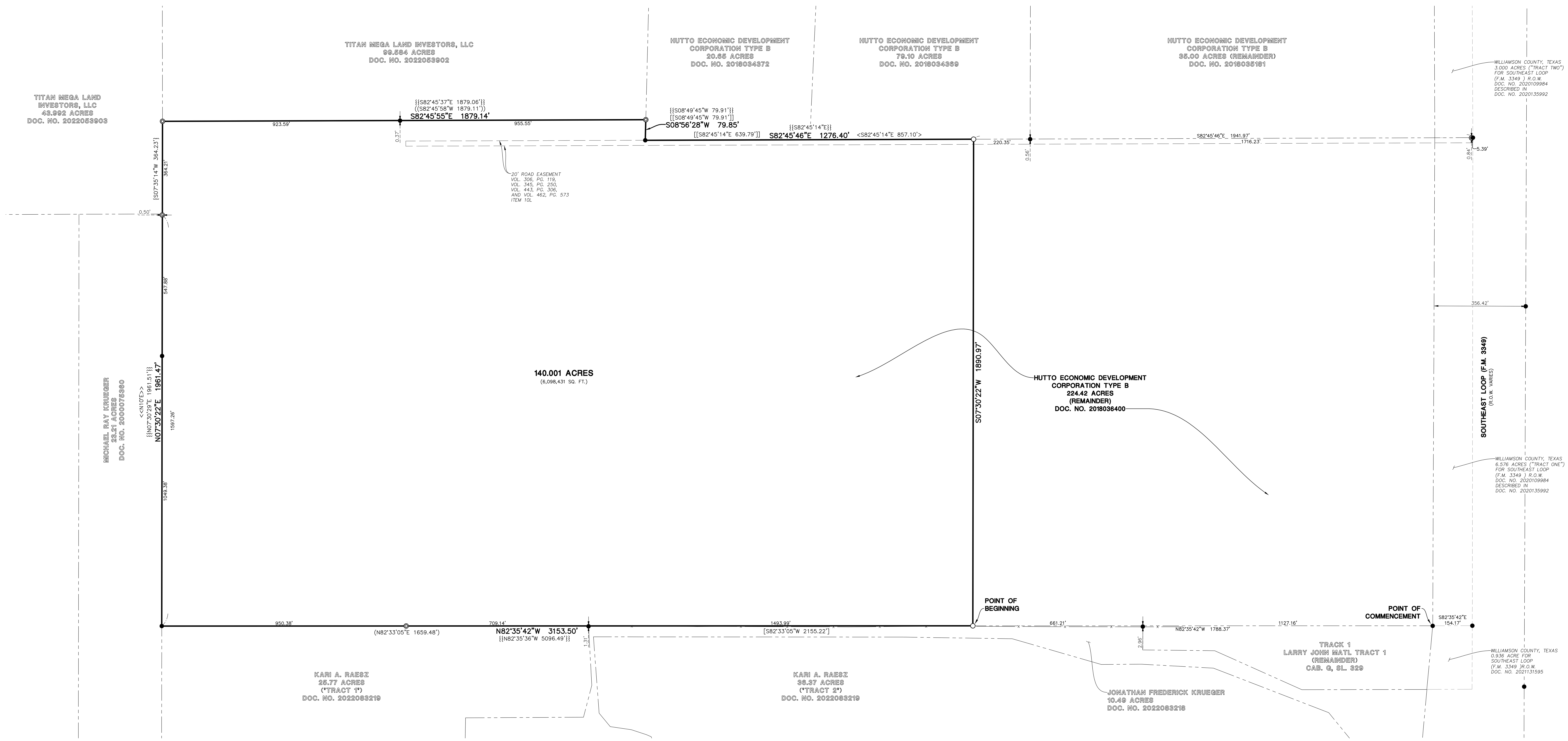


The Property will be more particularly identified by a boundary survey prepared before the Closing Date.

LAND TITLE SURVEY

LEGAL DESCRIPTION

BEING 140.00 ACRES OF LAND, MORE OR LESS, OUT OF THE THOMAS GREEN SURVEY NO. 9, ABSTRACT NO. 740, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 224.42 ACRES OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2018036400, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LEGEND

- ● = FOUND 1/2-INCH IRON ROD
- ◎ = FOUND IRON PIPE
- ○ = SET 1/2-INCH IRON ROD WITH "MANHARD CONSULTING" CAP
- = PROPERTY LINE
- = EASEMENT LINE
- = ADJOINING PROPERTY LINE
- = WIRE FENCE
- [ ] = RECORD INFORMATION DOC. NO. 2022083218
- ( ) = RECORD INFORMATION DOC. NO. 2022083219
- { } = RECORD INFORMATION DOC. NO. 2022053903
- (( )) = RECORD INFORMATION DOC. NO. 2022053902
- [[ ]] = RECORD INFORMATION DOC. NO. 2018034372
- < > = RECORD INFORMATION DOC. NO. 2018034369
- {{ }} = RECORD INFORMATION DOC. NO. 2018036400
- << >> = RECORD INFORMATION DOC. NO. 2000075360

SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.

2. COMPARE THIS PLAT, BENCHMARKS AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

3. ONLY THE IMPROVEMENTS WHICH WERE VISIBLE FROM ABOVE GROUND AT THE TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.

4. THIS SURVEY MAY NOT REFLECT ALL UTILITIES, OR IMPROVEMENTS, IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY LEAVES OR OTHER OBSTRUCTIONS. THERE MAY BE ADDITIONAL UTILITIES OR IMPROVEMENTS THAT HAVE NOT BEEN SHOWN.

5. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.

6. A METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED TO ACCOMPANY THIS SURVEY AND CAN BE REFERENCED IN FIELD NOTE FILE NO. 2024.023.

GRAPHIC SCALE

150 0 75 150 300 600

SCALE: 1"=150'

BASIS OF BEARINGS

COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK AND ARE SURFACE VALUES. A SURFACE ADJUSTMENT FACTOR OF 1.0001135 WAS USED.

SURVEY PREPARED FOR

HUTTO DATA CENTER CAMPUS LLC

TITLE NOTES

IN REFERENCE TO CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT G.F. NO. SCT-48-4300112308010-DB WITH AN EFFECTIVE DATE OF OCTOBER 27, 2024 HAS BEEN REVIEWED IN CONJUNCTION WITH THE PREPARATION OF THIS SURVEY. THIS SURVEY MAY NOT REFLECT MATTERS OF TITLE THAT MAY BENEFIT OR BURDEN THE PROPERTY UNLESS THEY ARE EVIDENT FROM THE FIELD SURVEY OR THEY ARE CONTAINED IN THE ABOVE TITLE COMMITMENT. THE FOLLOWING NOTES ARE RELATED TO CERTAIN SURVEY-RELATED TITLE EXCEPTIONS CONTAINED IN THE ABOVE COMMITMENT.

TITLE ISSUES RAISED IN PRIOR TITLE COMMITMENTS MAY NOT BE SHOWN EXCEPT THAT PLOTTABLE EASEMENTS THAT THE SURVEYOR IS AWARE OF HAVE BEEN SHOWN.

PREVIOUSLY RAISED TITLE ISSUES, INSURED OVER OR OTHERWISE DISPOSED OF IN THE ABOVE TITLE COMMITMENT ARE NOT SHOWN HEREON.

PLOTTABLE EASEMENTS AND SETBACKS IDENTIFIED IN THE ABOVE TITLE COMMITMENT HAVE BEEN SHOWN HEREON. EASEMENTS AND SETBACKS THAT HAVE BEEN VACATED, INSURED OVER, OR OTHERWISE DISPOSED OF HAVE NOT BEEN SHOWN HEREON.

SCHEDULE B:

10G.
– INTENTIONALLY DELETED

10H.
– INTENTIONALLY DELETED

10I.
– INTENTIONALLY DELETED

10J.
– INTENTIONALLY DELETED

10K.
– INTENTIONALLY DELETED

10L. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
PURPOSE: ROAD EASEMENT
RECORDING NO: VOLUME 306, PAGE 119, VOLUME 345, PAGE 250, VOLUME 443, PAGE 306, AND VOLUME 462, PAGE 573, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
– SUBJECT TO, AS SHOWN HEREON

10M.
– INTENTIONALLY DELETED

10N.
– INTENTIONALLY DELETED

10O.
– INTENTIONALLY DELETED

10P.
– INTENTIONALLY DELETED

10Q.
– INTENTIONALLY DELETED

10R.
– INTENTIONALLY DELETED

10S.
– INTENTIONALLY DELETED

10T.
– INTENTIONALLY DELETED

10U. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: CITY OF HUTTO RESOLUTION NO. R-11-03-17-VI3
RECORDING NO: DOCUMENT NO. 2011024423, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
– SUBJECT TO

10V. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: CITY OF HUTTO ORDINANCE NO. O-19-09-19-10H
RECORDING NO: DOCUMENT NO. 2019095043, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
– SUBJECT TO

10W. RIGHTS, TERMS, CONDITIONS AND STIPULATIONS AS RESERVED IN THAT CERTAIN DOCUMENT
ENTITLED: SPECIAL WARRANTY DEED
RECORDING NO: DOCUMENT NO. 2020109984, CORRECTED IN DOCUMENT NO. 2020135992, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
– SUBJECT TO

10X.
– INTENTIONALLY DELETED

10Y.
– INTENTIONALLY DELETED

10Z.
– INTENTIONALLY DELETED

FLOOD HAZARD NOTE:

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBERS 48491C0520F AND 48491C0540F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE "X". ZONE "X" IS DEFINED AS AREAS OF MINIMAL FLOOD HAZARD PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD. APPROXIMATE LOCATIONS OF FLOOD ZONES HAVE BEEN SHOWN HEREON BASED ON THE CURRENT FLOOD INSURANCE RATE MAPS.

SURVEYORS CERTIFICATION

TO: HUTTO DATA CENTER CAMPUS LLC; HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B; CHICAGO TITLE OF TEXAS, LLC, AS AGENT FOR CHICAGO TITLE INSURANCE COMPANY: I HEREBY CERTIFY THAT AN INSPECTION WAS MADE IN DECEMBER, 2023 AND JANUARY, 2024 ON THE GROUND OF THE TRACT OF LAND AS SHOWN HEREON AND THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY AND IN GOOD STANDING IN THE STATE OF TEXAS; (I) THE SURVEY WAS CONDUCTED BY ME AND UNDER MY DIRECT SUPERVISION; (II) THIS SURVEY AND THE PROPERTY DESCRIPTION SET FORTH HEREON ARE TRUE, CORRECT AND ACCURATE TO THE BEST OF MY ABILITIES AND WERE PREPARED FROM AN ACTUAL ON-THE-GROUND STAKED SURVEY OF THE REAL PROPERTY (THE "SUBJECT PROPERTY") SHOWN HEREON; (IV) THIS SURVEY AND THE PROPERTY DESCRIPTION SET FORTH HEREON WAS MADE FOR THE BENEFIT OF AND RELIANCE BY THE PARTIES LISTED ABOVE WITH RESPECT TO CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. SCT-48-4300112308010-DB, EFFECTIVE DATE OCTOBER 27, 2024; (V) THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN HEREON AND THE DISTANCE OF THE SUBJECT PROPERTY FROM THE NEAREST INTERSECTING STREET OR ROAD IS SHOWN HEREON; (VI) EXCEPT AS SHOWN HEREON, THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, IMPROVEMENTS, OVERLAPPING OF IMPROVEMENTS, SET-BACK LINES, EASEMENTS OR ROADWAYS; (VII) ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THE LOCATION, SIZE AND TYPE OF MATERIAL THEREOF ARE CORRECTLY SHOWN; (VIII) THE SIZE, LOCATION AND TYPE OF IMPROVEMENTS ARE SHOWN HEREON AND ALL ARE LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY AND ARE SET BACK FROM THE SUBJECT PROPERTY BOUNDARY LINES THE DISTANCE INDICATED; (IX) THE BOUNDARIES, DIMENSIONS, OTHER DETAILS AND THE NUMBER OF GROSS ACRES AND GROSS SQUARE FEET SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY ABILITIES; (X) THE LOCATION OF THE SUBJECT TRACT ON THE F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NOS. 48491C0520F AND 48491C0540F, EFFECTIVE DATE OF DECEMBER 20, 2019 INDICATES THAT THE SUBJECT TRACT LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) (XI) THERE IS NO PHYSICAL EVIDENCE OF POSSESSION OF THE SUBJECT PROPERTY BY ANY PARTY EXCEPT AS SHOWN HEREON AND (XII) THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS FOR A CATEGORY 1A, CONDITION II SURVEY UNDER THE MOST CURRENT EDITION OF THE MANUAL OF PRACTICE FOR LAND SURVEYING IN TEXAS (TEXAS SOCIETY OF PROFESSIONAL SURVEYORS).

ABRAM C. DASHNER
RPLS NO. 5901
MANHARD CONSULTING
1120 S CAPITAL OF TEXAS HWY BUILDING 1, STE. 210
AUSTIN, TX 78746

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR ABRAM C. DASHNER 5901

Manhard CONSULTING
6448 E Highway 290, Ste. B-105 , Austin, TX 78723 ph:512.244.3395 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)

140.001 ACRES - THOMAS GREEN SURV. NO. 9, A-740
FM 3349, HUTTO, TX 78634
LAND TITLE SURVEY

PROJ. MGR.: AD
DRAWN BY: AL
SURVEY DATE: 01/09/24
ISSUE DATE: 11/11/24
SHEET 1 OF 1

DATE	REVISIONS	DRAWN BY
03/01/24	ADD METES AND BOUNDS NOTE	TRS

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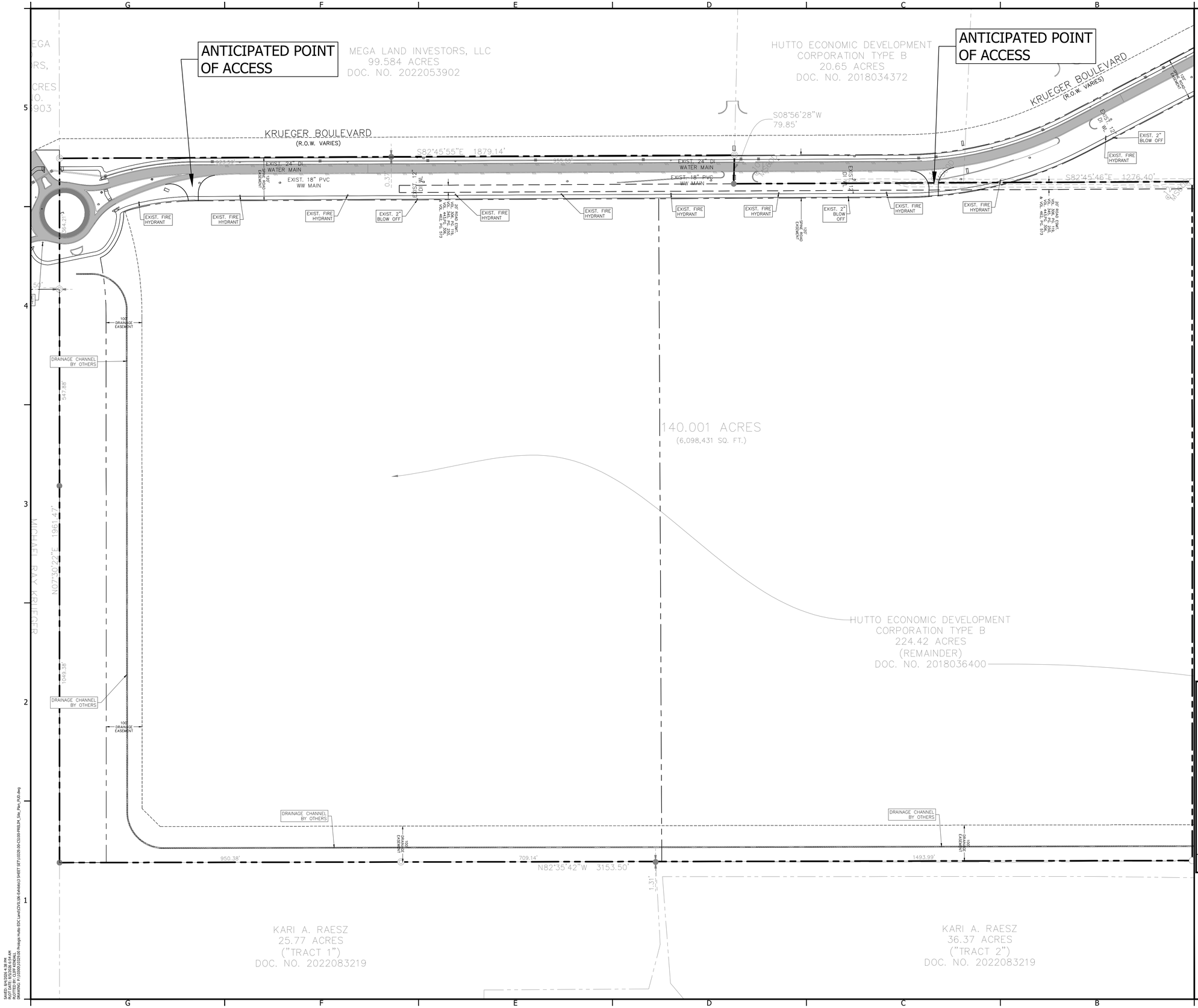
Plotted: 11/12/2024 5:22 PM Dwg Name: P:\617.104 WGI\004 Skybox 140AC at FM 3349, Hutto\dwg\Surv\Final Drawings_Alta Survey\FinalTitle.dwg Updated By: gneumann


ANTICIPATED POINT OF ACCESS
MEGA LAND INVESTORS, LLC
99.584 ACRES
DOC. NO. 2022053902
HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B
20.65 ACRES
DOC. NO. 2018034372
ANTICIPATED POINT OF ACCESS
KRUEGER BOULEVARD
(R.O.W. VARIES)
S82°45'55"E 1879.14'
S08°56'28"W
79.85'
S82°45'46"E 1276.40'
EXIST. 24" DI WATER MAIN
EXIST. 18" PVC WW MAIN
EXIST. 12" DI WATER MAIN
EXIST. FIRE HYDRANT
EXIST. 2" BLOW OFF
EXIST. 6" DI WATER MAIN
EXIST. 8" PVC WW MAIN
EXIST. 16" DI WATER MAIN
EXIST. 12" DI WATER MAIN
EXIST. 8" PVC WW MAIN
EXIST. 6" DI WATER MAIN
EXIST. 2" BLOW OFF
EXIST. 2" BLOW OFF
EXIST. FIRE HYDRANT
EXIST. FIRE HYDRANT
EXIST. FIRE HYDRANT

AGENDA ITEM REPORT
9.4.

To:	City Council
Subject:	Conduct a public hearing and consider possible action on Ordinance No. O-2026-051, an application by Amanda Brown, representative, on behalf of WCD Ed Schmidt LLC, owners, to amend the existing conditions of a PUD zoning for a 4.973-acre parcel of land (West Live Oak Retail). (Howard Koontz)
Meeting:	Thursday, October 1, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

The subject property consists of 4.97 acres, located along the east side of CR 119 (Ed Schmidt Boulevard) located just north of Hutto Discovery United Methodist Church. This property was part of a larger Planned Unit Development (PUD) formerly known as Wolfcamp. The former PUD was annexed and zoned in 2021, establishing general commercial (B-2) and Multi-family (MF) zoning districts and entitling the land to residential uses as well as commercial uses along the frontages. This PUD application will only apply to the lot south of the future West Live Oak extension. The applicant seeks to change the conditions and create a separate set of development standards for the B-2 portion south of the future West Live Oak. These standards include those for a grocery store, which under the former PUD may not have been feasible. Note: if a grocery store tenant is not secured for the site, provisions in place are set to preserve the tree grove on the property.

STAFF RECOMMENDATION:

The Hutto Unified Development Code spells out a list by which an application for a PUD should be evaluated:

The proposed PUD is consistent with the spirit of the community, neighborhood, and other applicable land use and development plans, compatible with the character of adjacent development or recommended land use, it would not adversely affect property near the site and it achieves the benefits of improved design. The property in question is already entitled to the current land use. The applicant only seeks to modify the development standards to facilitate the securement of a grocery store, a use which is highly desired north of US HWY 79.

The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value. If a grocery store tenent is not secured, the tree grove is explicitly protected, having no adverse affects. In the event a grocery store is developed aesthetic and historic value will be affected, although the PUD will set architectural standards to minimize negative impacts.

The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design and/or energy efficient design. While the zoning will remain the same, the potential removal of the tree grove will have an adverse environmental impact by removing habitat and natural erosion control.

The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from

more intense or dense development on the site. Due to the context and size of this project, this question is not applicable.

The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience. Buffering, architectural and other design standards are in place within this PUD to ensure these effects are controlled.

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

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

PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards. All design standard requirements will be met and are in harmony with city standards as well as site specific standards.

PLANNING COMMISSION

At their regular September meeting, the Planning & Zoning Commission heard and considered this item. After staff presented the request, and after the Public Hearing, the applicant and the Commission discussed the proposal, with much of the conversation centered on the eventual end user and the options for site development for each proposed tenant. Ultimately, the Commission voted **6-0 to recommend approval** of the proposal, with the sole condition being: "For every caliper inch to remain of existing, healthy protected trees, there will be a 1:1 credit (1 in. credit for every 1 in. saved) toward other required trees on the Property."

Staff recommends **approval** of this request, as presented, pursuant to the findings in this report and consistent with the tenets of both the Comprehensive Plan and Unified Development Code.

FISCAL NOTES:

There is no capital expenditure required of the city to affect this change. Moreover, it is expected that the assignment of this zoning designation greatly increases the potential for a point-of-service retail user to establish on the property.

ATTACHMENTS:

1. HUTTO ORD Amendment to Schmidt's Creek PUD for Live Oak Retail 9.24.26
2. HuttoCommonsPUDAmend_1-Init-LOI(2-5-26)
3. HuttoCommonsPUDAmend_1-Init-Survey(2-5-26)
4. HuttoCommonsPUDAmend_1-Init-TIA-Wolfcamp-CLOSED(2-5-26)
5. 20260923 HUTTO ORD Amendment to Schmidt's Creek PUD for Live Oak Retail.kq (002)

AGENDA ITEM REPORT
9.4.

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, APPROVING THE AMENDMENT TO THE SCHMIDT'S CREEK PLANNED UNIT DEVELOPMENT ALONG ED SCHMIDT BOULEVARD TO ALLOW FOR REZONING TO B-2 FOR 4.973 ACRES; PROVIDING FINDINGS OF FACT, ENACTMENT, PUBLICATION, PROPER NOTICE AND MEETING, REPEALER, SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (the "City"), is a duly constituted home-rule municipality and, as such, is authorized to; and

WHEREAS, the Planning and Zoning Committee approves the amendment to Schmidt's Creek Planned Unit Development for 4.973 acres located along Ed Schmidt Blvd., Williamson Central Appraisal District parcel R639109; and

WHEREAS, the proposed rezoning is for B-2 to allow for a range of commercial uses to include restaurants, offices, and associated retail uses that will serve the neighboring residential developments; 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 were present and voting; and

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

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

SECTION 1: All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: The 4.973 acres portion of Schmidt's Creek PUD is hereby rezonedto B-2 to allow for a range of commercial uses to include restaurants, offices, and associated retail uses that will serve the neighboring residential developments.

SECTION 3: The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 4: The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION 5: All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 6: The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 7: Pursuant to Section 3.13 of the Hutto City Charter, this ordinance is adopted and enacted.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 1st of October, 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

H D | B R O W N

October 10, 2023

Ashley Bailey
Executive Director of Development Services
City of Hutto
500 West Live Oak St.
Hutto, TX 78634

Via In-Person Submittal

Re: Application for PUD amendment; 4.973 acres located along Ed Schmidt Blvd; WCAD parcel R639109 (the "Property")

Dear Ms. Lumpkin:

As representatives of the owner of the above stated Property we respectfully submit the attached application for PUD amendment to the Schmidt's Creek PUD. The Property is located along Ed Schmidt Blvd in Hutto, TX (see Location Map attached) at the Southwest corner of the future intersection of Live Oak and Ed Schmidt Blvd. The Property was annexed and zoned PUD with a base zoning of MF in 2021 to allow for a build for rent community. Since 2021 multiple residential projects have been approved, the extension of Live Oak Street is underway, and the continued success of the Hutto Co-op has created an environment for additional commercial uses at this location. The proposed rezoning is for B-2 to allow for a range of commercial uses to include restaurants, offices, and associated retail uses that will serve the neighboring residential developments. The proposed development will preserve and activate the existing tree grove as an interactive park-like setting with outside seating, recreation and programed events. Additionally, one existing metal barn may be preserved and repurposed and will dictate the architectural intent of the rest of the project and honor Hutto's farming heritage.

The PUD application is subject to the following PUD Criteria and below are responses regarding each criteria:

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

   Response: The PUD amendment is consistent with the spirit of the community, neighborhood, and other applicable land use plans. The amendment provides a greater mix of commercial uses along the new Live Oak Street in walking distance to several residential communities in the area. Additionally, the new commercial development is buffered by any residential communities by Live Oak Street.

2. The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
   Response: Not only will there be no adverse affect to the land, but the historical and recreational value of the land will be preserved and enhanced. The Property does have a significant existing tree grove, which is rare in the City. The proposed development will preserve and activate the existing tree grove as an interactive park-like setting with outside seating, recreation and programed events.

214-695-9219 | AMANDA.BROWN@HDBROWNCONSULTING.COM | HDBROWNCONSULTING.COM

Additionally, two existing metal barns will be preserved and repurposed and will dictate the architectural intent of the rest of the project and honor Hutto's farming heritage.

3. The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
   Response: The proposed development will preserve and activate the existing tree grove as an interactive park-like setting with outside seating, recreation and programed events. Additionally, one existing metal barns may be preserved and repurposed and will dictate the architectural intent of the rest of the project and honor Hutto's farming heritage.

4. The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
   Response: In the current Schmidt's Creek PUD, a portion of the trees on site are required to be preserved, however, in the previously contemplated residential development, it would be gated to only be used by the community's residents. With this PUD amendment and subsequent commercial development the tree grove will activated as an interactive park with outside seating, recreation and programed events with will be open to customers of the commercial development to enjoy.

   Additionally, amending the PUD from MF to B-2 will provide for similar or less intense development density on the site

5. The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
   Response: The PUD controls external effects on nearby land uses. All buffering requirements will be met. Additionally, the PUD will compliment to the development to the north for a cohesive and well-connected overall development.

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

7. The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
   Response: The overall project will greatly benefit the City's existing infrastructure by adding necessary improvements that benefit the City as a whole and establishing a valuable open space amenity open to the public.

8. PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.
   Response: All design standard requirements will be met.

The current Future Land Use Map (FLUM) designates this property as a future Multi-family land use. Below describes how the proposed commercial development is appropriate at this location:

1. The proposed future land use is consistent with, and will not conflict with the goals of the community, neighborhood and other applicable land use and development plans.

Response: As much needed commercial, retail and office development will be provided with the project, the goals of the community will be met.

2. The proposed future land use will not conflict with proposed, permitted or existing land uses in the future land use map or zoning district.
   Response: The proposed future land use will not conflict with the existing land uses. There is ample, permitted residential development in the area, therefore this will provide walkable neighborhood serving commercial uses nearby.

3. There is enough physical and social infrastructure to serve the proposed future land use.
   Response: There is sufficient physical and social infrastructure to serve the proposed future land use. Utility and roads are in place and there are many residential communities in the nearby area to support additional commercial amenities.

4. Ther proposed future land use does not threaten the public health, safety, and welfare.
   Response: the proposed future land use does not threaten the public health, safety and welfare. To the contrary, we expect this development to be an amenity to the community and increase walkability.

5. The proposed future land use does not create a public nuisance, or have an adverse impact on surrounding properties or the natural environment.
   Response: The proposed future land use does not create a public nuisance. This will be a small scale, neighborhood serving commercial development.

6. The proposed future land use addresses a community need.
   Response: The proposed future land use provides much needed commercial and office space for the community.

7. The proposed future land use corrects a clerical or administrative error on the future land use map.
   Response: N/A

8. The proposed future land use results in a logical and orderly development pattern.
   Response: The proposed future land use of commercial is proposed at the hard corner of two roadways, one being a major arterial, which then transitions into dense residential housing to the north east and east.

9. The proposed future land use is not merely intended to confer a benefit to the property owner.
   Response: This development will benefit the existing and future residential communities by providing much needed commercial and office space.

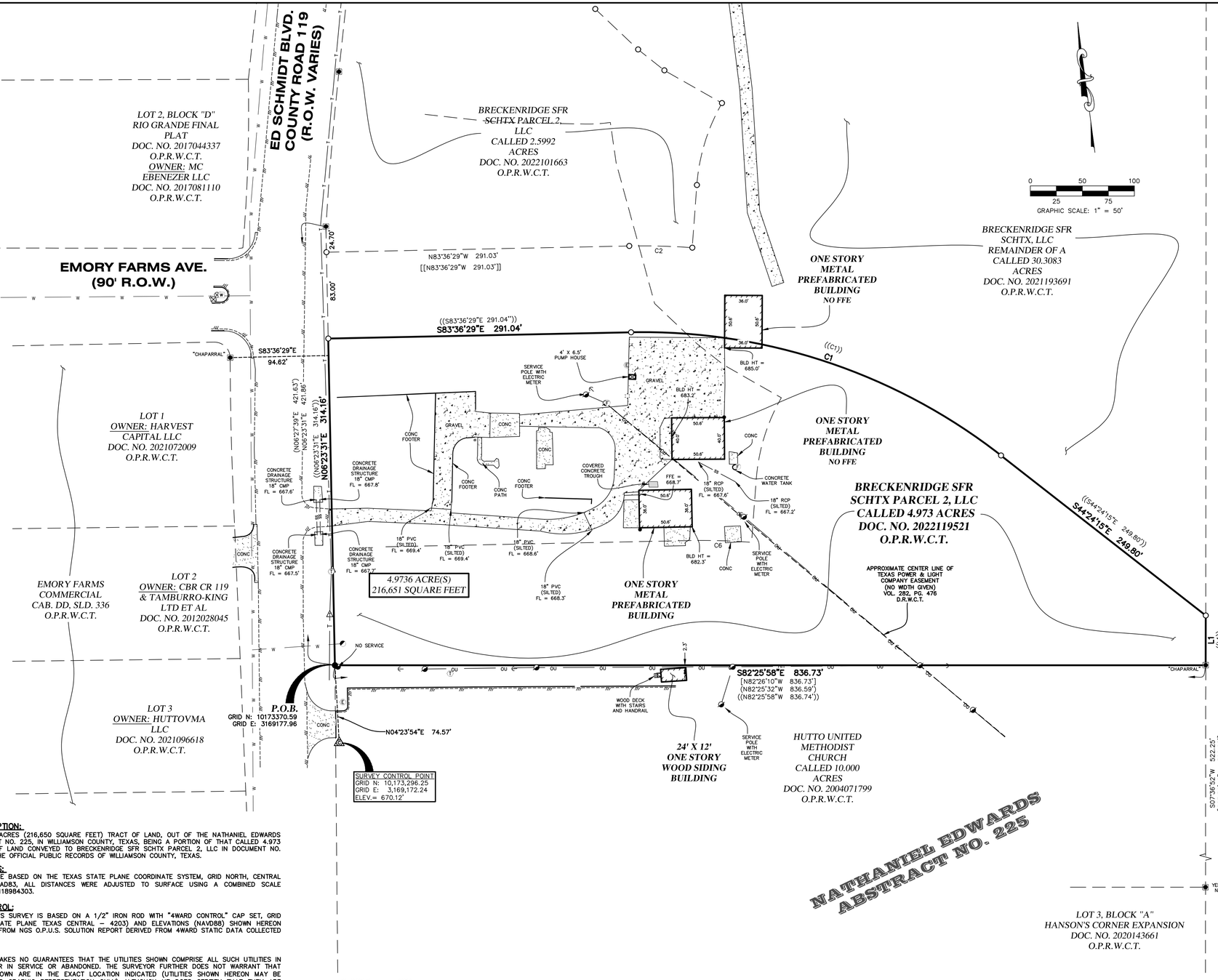
10. The site is a legal building lot.
    Response: The site is a legal building lot.

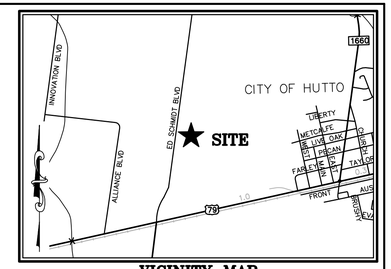
If you have any additional questions regarding this application please feel free to reach out.

Sincerely,

Amanda C. Brown
H.D. Brown Consulting, LLC

Location Map





VICINITY MAP

SCALE: 1" = 2000'

LEGEND

	PROPERTY LINE		CONCRETE
	EXISTING PROPERTY LINES		GRAVEL
	EXISTING EASEMENTS		BUILDING
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET	PVC	POLYVINYL CHLORIDE PIPE
●	1/2" IRON ROD FOUND (UNLESS NOTED)	FL ELEV	FLOW LINE ELEVATION
◉	IRON ROD WITH "RPLS 4249" CAP FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
△	SURVEY CONTROL POINT	RCP	REINFORCED CONCRETE PIPE
●	BOLLARD POST WITH C-CLAMP	CMP	CORRUGATED METAL PIPE
F.	WATER FAUCET	BLD HT	BUILDING HEIGHT
	POWER/UTILITY POLE	FFE	FINISHED FLOOR ELEVATION
	GUY ANCHOR	CONC	CONCRETE
⊗	IRRIGATION CONTROL VALVE	CAB./SLD.	CABINET, SLIDE
Ⓔ	ELECTRIC JUNCTION BOX	VOL./PG.	VOLUME, PAGE
Ⓣ	TELECOMMUNICATIONS BOX	DOC. NO.	DOCUMENT NUMBER
	LIGHT POLE	R.O.W.	RIGHT-OF-WAY
	TELECOMMUNICATIONS POST	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
	WATER VALVE	D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
Ⓖ	GAS VALVE	(.....)	RECORD INFORMATION PER DOC. NO. 2021193691
	EDGE OF ASPHALT	[.....]	RECORD INFORMATION PER DOC. NO. 2004071799
	HAND RAIL	[[.....]]	RECORD INFORMATION PER DOC. NO. 2022101663
OU	OVERHEAD UTILITY	((.....))	RECORD INFORMATION PER DOC. NO. 2022119521
W	WATER LINE		
SS	STORM SEWER LINE		
T	UNDERGROUND TELECOMMUNICATIONS		

TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: CHICAGO TITLE INSURANCE COMPANY
G.F. NO.: 4712023089
EFFECTIVE DATE: OCTOBER 9, 2022
ISSUED: NOVEMBER 21, 2022

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:
[DELETED]

11) INTENTIONALLY DELETED.

13) EASEMENT DATED JUNE 15, 1928, TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 240, PAGE 226, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS NOTED ON SURVEY PREPARED BY 4WARD LAND SURVEYING, JASON WARD, RPLS NO. 5811, JOB NO. 01274, DATED OCTOBER 26, 2022, LAST REVISED _____, 2022 (THE "SURVEY"). **[SUBJECT TO–BLANKET EASEMENT]**

14) EASEMENT DATED OCTOBER 15, 1936, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 476, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AS NOTED ON THE SURVEY. **[SUBJECT TO–SHOWN ON SURVEY]**

15) EASEMENTS DATED SEPTEMBER 18, 1941, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 310, PAGE 83, DEED RECORDS, WILLIAMSON, TEXAS, AS NOTED ON THE SURVEY. **[SUBJECT TO–AMBIGUOUS DESCRIPTION, APPROXIMATELY SHOWN ALONG EXISTING OVERHEAD ELECTRIC LINE]**

16) TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035405, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS NOTED ON THE SURVEY. **[SUBJECT TO]**

17) TERMS, CONDITIONS AND STIPULATIONS OF ORDINANCE NO. 0–2021–070, DATED NOVEMBER 18, 2021, AS RECORDED UNDER DOCUMENT NO. 2021187956, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, AS NOTED ON THE SURVEY. **[SUBJECT TO]**

LEGAL DESCRIPTION:
BEING A 4.9736 ACRES (216,650 SQUARE FEET) TRACT OF LAND, OUT OF THE NATHANIEL EDWARDS SURVEY ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.973 ACRE A TRACT OF LAND CONVEYED TO BRECKENRIDGE SFR SCHTX PARCEL 2, LLC IN DOCUMENT NO. 2022119521 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011898430 3.

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 19, 2021.

UTILITY NOTE:
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:
1) PROPERTY ADDRESS: ED SCHMIDT BLVD. HUTTO, TEXAS 78634
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.
4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.
5) AT THE TIME OF THE FIELD SURVEY, THERE WAS NO EVIDENCE THAT THIS SITE IS OR WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
6) THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
8) THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.
9) THERE WERE ONLY PREFABRICATED BUILDINGS ON THE SITE AT THE TIME OF THE SURVEY.

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48491C0520F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

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

ALTA/NSPS CERTIFICATION:
TO: BRECKENRIDGE SFR SCHTX PARCEL 2, LLC, WOLFCAMP DEVELOPMENT, LLC & CHICAGO TITLE INSURANCE CO.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–4, 7(a), 8, 11, AND 13 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON (07/08/22).

12/13/2022
JASON WARD, RPLS — DATE
TEXAS REGISTRATION NO. 5811

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S07°36'50"W	47.78'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
((L1))	S07°36'50"W	47.74'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	558.43'	382.07'	39°12'03"	S64°00'46"E	374.66'
C2	641.43'	60.57'	5°24'38"	N80°54'10"W	60.55'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
((C1))	558.43'	382.10	39°12'14"	S64°00'22"E	374.69
[[C2]]	641.43'	60.57'	5°24'38"	N80°54'10"W	60.55'

ALTA/NSPS LAND TITLE SURVEY OF 4.9736 ACRES OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225 City Of Hutto ETJ, Williamson County, Texas

NO.	DATE	REVISION	APP.
3	12/13/22	UPDATED SURVEY	PRB
2	12/05/22	UPDATED SURVEY	PRB
1	11/14/22	UPDATED CERTIFICATION	PRB

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

Date:	12/14/2022
Project:	01274
Scale:	1" = 50'
Reviewer:	PRB
Tech:	EBD
Field Crew:	MW/JG
Survey Date:	JULY 2021
Sheet:	1 OF 1

P:\01274\Dwg\01274_4.9736-ACRE-ALTA-REV.dwg

Hutto Commons

City of Hutto, Texas
Planned Unit Development

Exhibit A
Development Plan

October 19, 2021
XXXX, 2026 (Amendment)

Developer: Wolfcamp Development, LLC
303 Colorado Street, ste 2050
Austin, TX 78701

Prepared by: HD Brown Consulting, LLC
707 W 34th Street
Austin, TX 78751

1. General Provisions

1.1 Title

This ordinance is known as the “Hutto Commons” Planned Unit Development Ordinance and may be cited as “Hutto Commons”.

1.2 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC “Unified Development Code of the City of Hutto (“City”), Texas” (“UDC”) in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.3 Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

1.4 Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Development Services Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to changes of less than five percent (5%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City’s Development Services Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to Private drive and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Development Services Director has final review and decision-making authority.

All other changes to the Concept Plan that are not Minor Modifications shall be considered “Major Modifications.” Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner’s expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modifications to the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.5 Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD, unless modified below:

A. "Concept Plan" means the generalized plan showing boundaries of a parcel under common ownership and identifying, among other things, the proposed land use, general parcel layout, and driveway alignments, attached hereto as **Exhibit C**. Unless otherwise stated in this PUD, the Concept Plan is intended to serve as a guide to illustrate the general vision of the Project and is not intended to serve as the final document. Developer may deviate from the Concept Plan with subsequent development applications as needed, so long as the intent of the general vision is maintained.

2. Development Plan and Land Uses

2.1 Permitted Uses in the Wolfcamp- Schmidt's Creek PUD

For the purpose of addressing any development regulation or conditions not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for development requirements, as shown on Exhibit C. Exhibit C is conceptual in nature and is intended to convey the general vision for the various product types and how they will be configured. During the site development plan process, adjustments may be necessary to accommodate engineering and/or City considerations and comments, which have not been fully evaluated at this initial zoning stage. The Planning Director may administratively approve modifications to this plan, as long as the general design intent and principles remain consistent with the language of this PUD.

Commercial: B-2 – Parcel 3

The B-2 designated area is intended to be used for a commercial use that complements the surrounding businesses and will support and serve the nearby residents.

2.2. Use Descriptions and Standards
Unless otherwise modified within this PUD, refer to the UDC for definitions of uses and standards for residential uses, commercial and retail uses, industrial uses, institutional and civic uses, temporary uses, and accessory uses.

3. Development Standards

3.1: Architectural Standards: Building Materials

If a Grocery Store use, as defined in the UDC is not proposed, parcel 3 shall comply with the existing UDC Architectural standards with the following exceptions:

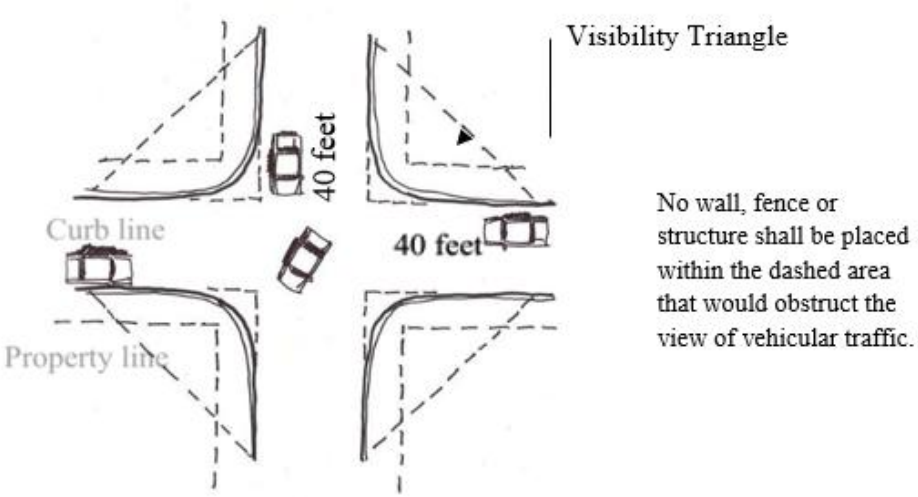
i. Predominant building exterior materials must be high quality, and used in their natural context and color. Masonry (stone, brick, decorative CMU and similar materials) , architectural metal (including corrugated metal), glass or wood must be used as dominant (at least 50% of exterior surface area) exterior materials. Fiber-cement siding and textured concrete/EIFS are examples of appropriate secondary exterior materials. Prefabricated and pre-engineered metal buildings and panels are permitted.
ii. Building-integrated photovoltaics (BIPV) may substitute for any amount of predominant and secondary exterior materials.
iii. No additional Building Materials requirements shall apply.

3.2 Dimensional standards:

Side yard (min) along Ed Schmidt Blvd	0’

3.3 Landscaping

3.3.1 Visibility
Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



3.3.2 Utilities:

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.3.3 Required Landscaping:

3.1.3.1 Landscaping areas: A minimum percentage of the total area being developed shall be landscaped in accordance with the following percentages:

- Non-Residential: 15%

3.3.3.2 Requirements if a Grocery Store use, as defined in the UDC, is not proposed:

A. 75% the total caliper inches of trees, which are deemed as in fair or good condition by an arborist, within the area designated as the Tree Preservation Area in Exhibit D shall be preserved. Exhibit D Illustrates the concept for the tree preservation, however the tree preservation area may be used for amenities associated with the development, such as, outdoor seating, recreational uses, and any other improvements to support the development.

B. No other site landscaping requirements shall apply other than the Tree Preservation (PUD Section 3.3.7) requirements listed below.

3.3.3.3 Requirements if a Grocery Store use is proposed: A development with a Grocery Store use shall comply with the following landscaping requirements:

A. For every 1,000 square feet of landscaping required, or portion thereof, at least one (1) large tree and two (2) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.

B. Trees planted along a street right-of-way, either in the right-of-way or on the Property, in parking lot landscape islands and to comply with screening requirements may be counted to meet landscape requirements.
C. Tree preservation, removal and replacement requirements do not apply.

D. The City may elect to relocate a tree(s) from the Property at no cost to the Property owner.

3.4 Driveways and Sidewalks

3.4.1 Driveways
Driveways shown on Exhibit C shall be permitted. Changes to driveways or additional driveways may be reviewed and approved by the City of Hutto Development Services Staff at the time of site plan per the UDC

3.4.2 Sidewalks
Sidewalks along the right-of-way for Live Oak Street and Ed Schmidt Boulevard shall be constructed per the UDC.

3.5 Construction entrances:
Construction entrances will be maintained per the UDC.

4 Exhibits
Exhibit A: Development Plan
Exhibit B: Legal Description
Exhibit C: Overall Land Use Plan
Exhibit D: Tree Preservation Area Exhibit

EXHIBIT "__B__"

TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 4.9736 ACRES (216,651 SQUARE FEET) OUT OF THE NATHANIAL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 4.973 ACRES TRACT CONVEYED TO BRECKENRIDGE SFR SCHTX PARCEL 2, LLC IN DOCUMENT NO. 2022119521 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 4.9736 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 Breckenridge SFR SCHTX Parcel 2, 4.973 acre tract, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north line of said Hutto United Methodist Church tract, with the east right-of-way line of said Ed Schmidt Boulevard and the west line of said Breckenridge SFR SCHTX Parcel 2, 4.973 acre tract, **N06°23'31"E**, a distance of **314.16** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, and being the northwest corner of said Breckenridge SFR SCHTX Parcel 2, 4.973 acre tract, and being an angle point in the west line of the remainder of a called 30.3083 acres tract conveyed to Breckenridge SFR SCHTX in Document No. 2021193691 (O.P.R.W.C.T.), from which a 1/2-inch iron rod with "4Ward-Boundary" cap set in the east right-of-way line of said Ed Schmidt Boulevard, being an angle point in the west line of said Breckenridge SFR SCHTX tract, and being the southwest corner of a called 2.5992 acre tract conveyed to Breckenridge SFR SCHTX Parcel 2, LLC in Document No. 2022101663 (O.P.R.T.C.T.) bears, N06°23'31"E, a distance of 83.00 feet:

THENCE, leaving the east right-of-way line of said Ed Schmidt Boulevard, with the common line of said Breckenridge SFR SCHTX remainder tract and said Breckenridge SFR SCHTX Parcel 2, 4.973 acre tract the following three (3) courses and distances:

1) **S83°36'29"E**, a distance of **291.04** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **558.43** feet, whose arc length is **382.07** feet and whose chord bears **S64°00'46"E**, a distance of **374.66** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency hereof,
3) **S44°24'15"E**, a distance of **249.80** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being the common east corner of said Breckenridge SFR SCHTX remainder tract and said Breckenridge SFR SCHTX Parcel 2, 4.973 acre tract, and being in the west line of a celled 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 Breckenridge SFR SCHTX remainder tract, with the common line of said Breckenridge SFR SCHTX Parcel 2, 4.973 acre tract and said Kalogridis & Kalogridis Development tract, **S07°36'50"W**, a distance of **47.78** feet to a 1/2-inch iron rod with "Chaparral" cap found for the southeast corner hereof, being the common east corner of said Breckenridge SFR SCHTX Parcel 2, 4.973 acre tract and said Hutto United Methodist Church tract, being in the east line of said Kalogridis & Kalogridis Development tract, from which a 1/2-inch iron rod with yellow cap (no label) found in the west line of said Kalogridis & Kalogridis Development tract, being the common east corner of said Hutto United

Methodist Church tract and Lot 3, Block "A" Hanson's Corner Expansion, a subdivision recorded in Document No. 2020143661 (O.P.R.W.C.T.) bears, S07°36'52"W, a distance of 522.25 feet;

THENCE, leaving the west line of said Kalogridis & Kalogridis Development tract, with the common line of said Breckenridge SFR SCHTX Parcel 2, 4.973 acre tract and said Hutto United Methodist Church tract, **N82°25'58"W**, a distance of **836.73** feet to the **POINT OF BEGINNING** and containing 4.9736 Acres (216,611 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: 01274-4,9725-ACRE-ALTA-rev.dwg.)

12/13/2022

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

NORTH

0 100' 200' 400'

Exhibit C

Scale: 1" = 200'
Date: November 30, 2023

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com • info@secplanning.com

Hutto Commons
HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Submittals\11-30-2023\Exhibit B.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

NORTH

0 30' 60' 120'

Scale: 1" = 60'
Date: November 30, 2023

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AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

EXHIBIT D - Tree Preservation Area

SCHMIDT'S CREEK TRACT
HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Submittals\11-30-2023\Exhibit J- Tree Preservation.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Actual subdivision configuration

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, APPROVING THE APPLICATION FOR AMENDMENT TO THE SCHMIDT'S CREEK PLANNED UNIT DEVELOPMENT ALONG ED SCHMIDT BOULEVARD TO ALLOW FOR REZONING TO B-2 FOR 4.973 ACRES; PROVIDING FINDINGS OF FACT, ENACTMENT, PUBLICATION, PROPER NOTICE AND MEETING, REPEALER, SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (the "City"), is a duly constituted home-rule municipality and, as such, is authorized to; and

WHEREAS, the Planning and Zoning Committee approves application for the amendment to Schmidt's Creek Planned Unit Development for 4.973 acres located along Ed Schmidt Blvd., Williamson Central Appraisal District parcel R639109; and

WHEREAS, the proposed rezoning is for B-2 to allow for a range of commercial uses to include restaurants, offices, and associated retail uses that will serve the neighboring residential developments; 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 were present and voting; and

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

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

SECTION 1: All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: The 4.973 acres portion of Schmidt's Creek PUD is hereby rezoned to B-2 to allow for a range of commercial uses to include restaurants, offices, and associated retail uses that will serve the neighboring residential developments.

SECTION 3: The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 4: The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION 5: All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 6: The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 7: Pursuant to Section 3.13 of the Hutto City Charter, this ordinance is adopted and enacted.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 1st of October, 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

AGENDA ITEM REPORT
9.5.

To:	City Council
Subject:	Conduct a public hearing and possible action on Ordinance No. O-2026-052 regarding the request from the Drenner Group, representatives, on behalf of Ventana Hills, LTD, owners, to alter the Hutto Future Land Use Map for 18.733 acres along CR119 from the designation 'Neighborhoods' to the 'Employment Center' category. (Howard Koontz)
Meeting:	Thursday, October 1, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

The subject property comprises 18.733 acres, located along the west side of CR119 (Ed Schmidt Boulevard) approximately 1-1/4 miles north of Limmer Loop. The City's Future Land Use Map (FLUM) designates the parcel as 'Neighborhoods'. To the west of this property, the land is assigned 'Employment Center'; to the south is 'Community Activity Center'; to the east (across CR119) and north is 'Neighborhoods'.

The Comprehensive Plan is a general guide for Hutto's growth and development and includes policy statements and objectives for the future as determined by a months-long public input process. Hutto's "Soar 2040 Comprehensive Plan Future Land Use Map (FLUM)" was most recently revised and adopted by the City Council in December 2022.

STAFF RECOMMENDATION:

The Comprehensive Plan spells out a list by which an application for a FLUM amendment should be evaluated:

The proposed future land use is consistent with and will not conflict with the goals of the community, neighborhood and other applicable land use and development plans. The proposed future land use category is the same as property directly adjacent to the west --land that is owned in common by this same applicant. The proposal shifts an existing land use designation to the east approximately 500 feet, and yet maintains a separation provided by the CR119 roadway and right-of-way.

The proposed future land use will not conflict with proposed, permitted or existing land uses in the future land use map or zoning map. The property is directly adjacent to land already designated Employment Activity Center, as well as property to the south of a higher classification than the current designation. Shifting the Employment Center designation to the fullest extent of the block completes the assignment to its natural borders for this area of the city.

There is enough physical and social infrastructure to serve the proposed future land use. The property is already physically large enough to serve the proposed land use, and will be combined with the approximately 50-acre parcel to the west. The presence of roadway corridors like CR119 and the 130 Tollway, as well as a proposed minor collector through the property from east to west also supports the physical and social connection of the use to this emergent employment center area.

The site and its conditions are suited for and appropriate to the proposed future land use. The site is flat, nearly absent of tree cover, and is the northern boundary of the city's corporate limits. With the low number of single-family houses adjacent, and the existing collector and arterial roadway network nearby, it is nearly the ideal greenfield development plot for almost any use. The current designation of Employment Center to the west of the site make this a natural fit for that designation.

The proposed land use does not threaten the health, safety or welfare of the public. Not all aspects of health, safety and welfare can be determined from this specific request; that stated, the potential for undesirable side effects of light industry and office uses are attenuated by vast areas that can be suited to accommodate bufferyards and screening from the low number of adjacent households (outside the corporate limits).

The proposed future land use does not create a public nuisance or have an adverse impact on surrounding properties or the natural environment. The Employment Center land use designation can lend itself to allow for nuisances on neighboring properties of dissimilar, lower-intensity land uses. However, the actual establishment of site design and the structures play a heavy role in that determination. By itself, the Employment Center designation is not a nuisance or grounds for adverse impacts.

The proposed future land use does not threaten scenic, natural, or historic resources. Staff is not aware of any scenic, natural, or historic resources on this parcel.

The proposed future land use addresses a community need. This location is well-suited for establishing institutions that can employ local residents, by proximity to existing residential and supporting commercial, both existing and proposed.

The proposed future land use corrects a clerical or administrative error on the future land use map. No such error has been determined.

The proposed future land use results in a logical and orderly development pattern. Assigning this parcel as Employment Center would result in a use that logically follows the emergent and existing development pattern along these sections of Ed Schmidt Boulevard, Limmer Loop, and the 130 Tollway Frontage Roads, consistent with the planning documents in effect for the city today.

The proposed land use is not merely intended to confer a benefit to the property owner. No such limited benefit can be determined from this request or its establishment.

The site is a legal building lot. Neither this lot nor its adjacent 50+/- acres to the west are yet platted lots of record. The development process is bound by a specific workflow, and these properties are expected to be legal building lots if the appropriate future land use designation can be assigned first.

PLANNING & ZONING

At their regular September meeting, the Planning & Zoning Commission considered this item. After a Public Hearing and limited discussion thereafter, the Commission voted to **recommend approval** of this item by a vote of 6-0.

Staff recommends approval of this request, as the resultant land use designation would be congruent and harmonious with the existing terms of Hutto's guiding planning documentation, as well as similar to the future land use designations already present to the north and south.

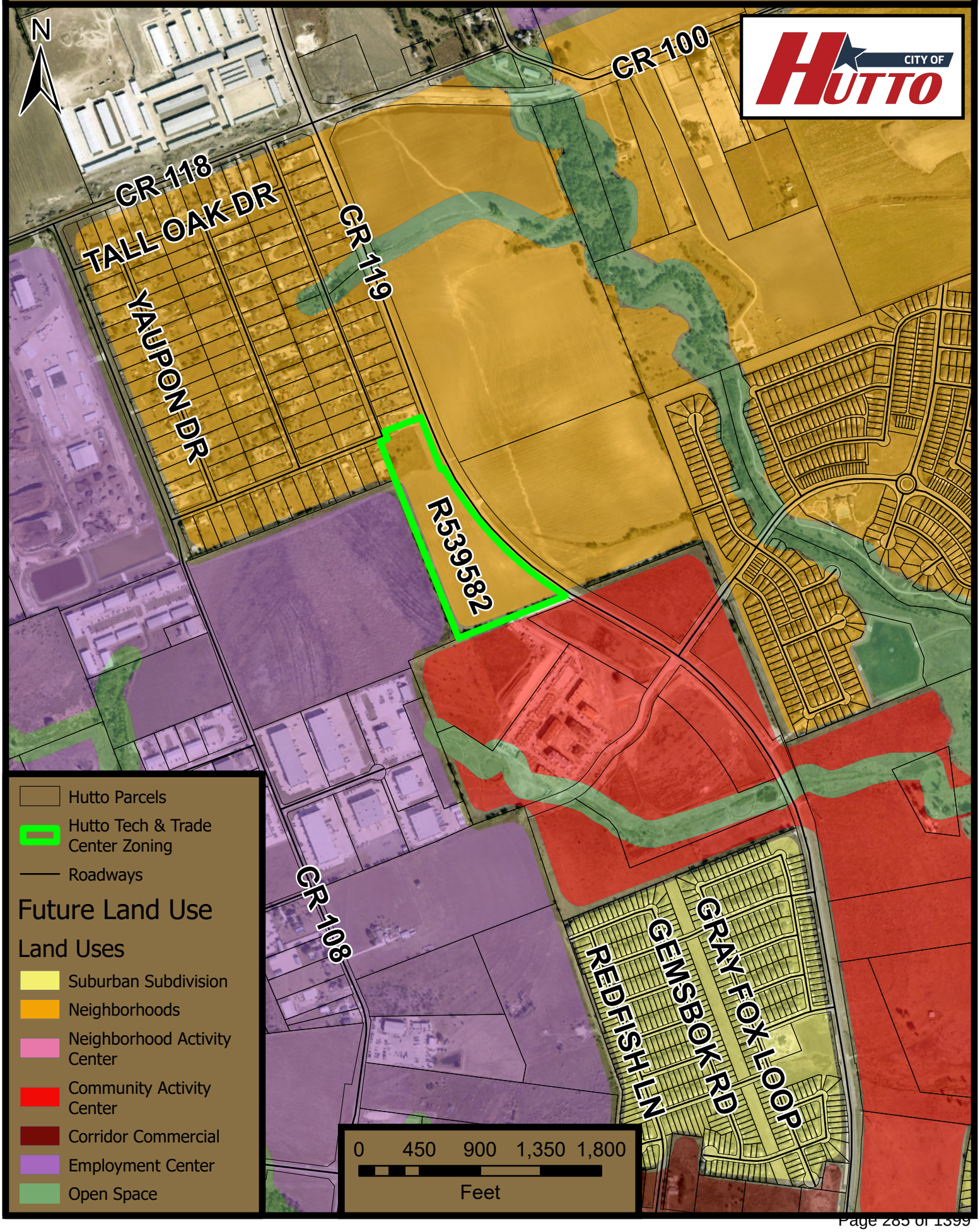
FISCAL NOTES:

This item presents no fiscal impact to the city.

ATTACHMENTS:

1. Hutto_Tech_and_Trade_Center_Zoning_Existing_Future_Land_Use_Map
2. HUTTO Ordinance- FLUM Amendment 09.24.26
3. HTTCZon(18.733ac)-Init-LOI(6-11-26)
4. UPDATED(7-30-26)-18 Acre - Property Description

Hutto Tech & Trade Center Zoning (18.733 AC)



ORDINANCE NO. R-2026-XXX

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, APPROVING AN AMENDMENT TO THE HUTTO SOAR 2040 COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR 18.733 ACRES ALONG CR 119 FROM "NEIGHBORHOODS" TO "EMPLOYMENT CENTER" ; PROVIDING FINDINGS OF FACT, ENACTMENT, PUBLICATION, PROPER NOTICE AND MEETING, REPEALER, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, Texas (the "City") is a home rule city operating under the laws of its Charter and the State of Texas, by and through its duly elected City Council Members; as such is authorized to adopt and amend a comprehensive plan; and

WHEREAS, the Comprehensive Plan is a general guide for Hutto's growth and development and includes policy statements and objectives for the future as determined by a month-long public input process. Hutto's "Soar 2040 Comprehensive Plan Future Land Use Map (FLUM)" was most recently revised and adopted by the City Council in December 2022; and

WHEREAS, the applicant seeks to amend the Neighborhoods designation for the 18.733-acre parcel and instead apply the designation of Employment Center; and

WHEREAS, City staff recommends approval of this amendment to the FLUM, as the resultant land use designation would be congruent and harmonious with the existing terms of Hutto's guiding and planning documentation, as well as similar to the future land use designations already present to the north and south .; and

WHEREAS, the City Council held a public hearing on this amendment on October 1, 2026 to receive testimony and written evidence from the public on this matter pursuant to Section 213.003 of the Texas Local Government Code; and

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

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

SECTION 1: All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: The City Council hereby approves the amendment to the Future Land Use Map as set forth in Exhibit A.

SECTION 3: The City Secretary shall publish this Ordinance on the City's website and shall publish the adoption of this Ordnance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 4: The provisions of this Ordinance are severable, and if any sentence, sections, or other parts of this Ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION 5: All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 6: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 7: Pursuant to Secrion 3.13 of the Hutto City Charter, the Ordinance is adopted and enacted.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1st day of October 2026 on vote of __AYES; ___NAYS; __ABSTENTIONS.

(Remainder of page intentionally left blank)

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

DRENNER GROUP

Amanda Swor
direct dial: (512) 807-2904
aswor@drennergroup.com

June 8, 2026

Howard Koontz
Director of Development Services
City of Hutto
500 West Live Oak Street
Hutto, Texas 78634

Via Electronic Delivery

Re: Hutto Tech & Trade Center – Zoning Letter of Request – Zoning application for the 18.733-acre piece of property located along Ed Schmidt Boulevard (aka CR 119) in Hutto, Williamson County, Texas (the "Property")

Dear Mr. Koontz:

As representatives of the owner of the Property, we respectfully submit the enclosed Zoning application package. The project is titled Hutto Tech & Trade Center, consists of 18.733 acres, and is located along Ed Schmidt Boulevard. The Property is currently undeveloped.

This request is concurrent with an annexation application and will establish initial permanent zoning on the Property. The requested initial permanent zoning district for the Property is Light Industrial (LI). In accordance with the application information, documents, and materials, below are the requested Letter of Intent requirements.

Parkland

The Property is not located near a recommended area of park development per Hutto's Parks Master Plan (September 2024). Parkland dedication will be accomplished by a Fee in Lieu of Dedication, as outlined in UDC Section 10.609.6. In addition, the separate Parkland Development Fee will be paid with Final Plat recordation.

Future Land Use Map

The Future Land Use designation for the Property is Neighborhoods. In tandem with this zoning submission, a Comprehensive Plan Amendment is also being processed, proposing the designation be amended from Neighborhoods to Employment Center.

Traffic Impact Analysis

The Traffic Impact Analysis has been in process since the end of 2025. Aligned with the agreed-upon scoping, a submission addressing staff concerns was provided to the City in April

2026. Following the impending review by City, County, and TXDOT review authorities, we anticipate receiving final comments in the next month, and resolution to those comments shortly thereafter.

Service Extension Request

The Service Extension Request ("SER") authorization for wastewater was issued by City staff on February 12, 2026. A copy of this document is included for reference.

Proof of Ownership

A copy of the warranty deed is included in this application submission for reference of proof of ownership.

Here is a summary of the request:

- The total land area of the request is 18.733 acres.
- The requested zoning is consistent with all applicable land use and development plans.
- The requested zoning is compatible with existing and permitted uses on properties in the neighborhood, and does not have an adverse impact on surrounding properties or the natural environment.
- The requested zoning results in a logical and orderly development plan.
- The requested zoning is not merely intended to confer an economic benefit to the property owner.
- The site is a legal building lot.
- The development will be served by adequate facilities including streets, fire protection, water and sanitation for the proposed use.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Very truly yours,

Amanda Swor

Amanda Swor

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

Stewart Pate, Manager of GP — Property Owner Signature

Ventana Hills, Ltd. — Property Owner Printed Name

6-2-26 — Date

THE STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Stewart Pate, Mgr. White Bluff Dev GP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 2nd day of June, 20 26 A.D.

Notary Public Signature

Amanda Kollodge — Notary Public Printed Name

AMANDA KOLLODGE
Notary ID #132177918
My Commission Expires
September 18, 2027

(Seal

If there are multiple property owners attach separate page(s) with notarized signature(s)

912 S. Capital of Texas Hwy., Suite 300
Austin, Texas 78746
Tel: 512.441.9493
www.quiddity.com

LEGAL DESCRIPTION

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60’ R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Wiliamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the **POINT OF BEGINNING** and **CONTAINING** 18.733-acres of land.

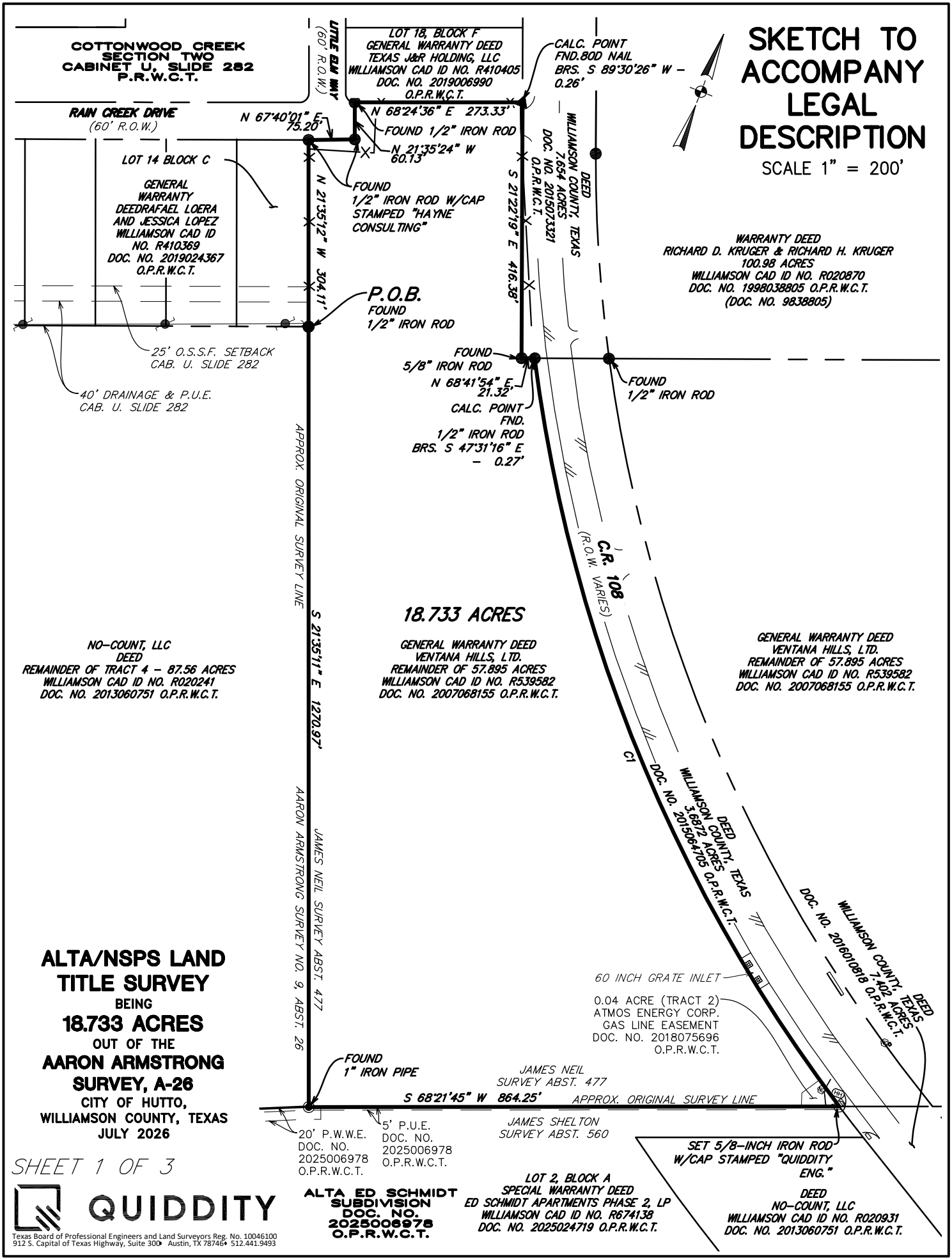
Bearing Basis:

All bearings shown are based on Texas Coordinate System, Central Zone, NAD 83. All distances shown are grid, Units: U.S. Survey Feet.

02-27-2026

Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@quiddity.com

Date



ALTA/NSPS LAND TITLE SURVEY

BEING

18.733 ACRES

OUT OF THE

AARON ARMSTRONG SURVEY, A-26

CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 1 OF 3

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 300• Austin, TX 78746• 512.441.9493

LEGEND

●	IRON ROD FOUND	—X—	BARBED WIRE FENCE
◉	IRON PIPE FOUND	—//—	WOOD FENCE
▲	NAIL FOUND	——///	EDGE OF ASPHALT
○	5/8" IRON ROD SET W/CAP STAMPED "QUIDDITY ENG."	10xx.	SCHEDULE B ITEM NO.
		—OHE—	OVERHEAD UTILITIES
⊗	"X" SET	—X—	BARBED WIRE FENCE
	LIGHT POLE	—//—	WOOD FENCE
	UTILITY POLE	D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
←	GUY ANCHOR	P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
■	GRATE INLET	O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
NG	N. GAS PIPELINE MARKER		
HH	HAND HOLE		
	UTILITY POLE		

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	29°47'00"	2560.00'	1330.73'	S 43°43'47" E	1315.80'

NOTES:

1. The survey shown hereon has been prepared as the result of an on the ground survey completed on FEBRUARY 25, 2026.
2. The bearings shown hereon are referenced to the Texas Coordinate System of 1983, Central Zone.
3. All distances shown are Grid Values.
4. The surveyor has relied on Stewart Title Company to provide copies of recorded deeds, plats or other instruments describing the subject property and adjoining tracts used to support the determination of the location of the intended boundaries of the land surveyed.
5. The Surveyor has not abstracted the subject property, nor made any independent investigation or search for easements of record, restrictive covenants or any other encumbrances.
6. The recorded easements, setbacks and encumbrances shown hereon are from Schedule B of the commitment for title insurance issued by Stewart Title Company, File No. 2835800, effective date April 22, 2026, issue date April 30, 2026. The Surveyor has relied upon the accuracy and completeness of the information described above and has made no independent investigation or search for this information.
7. By scaling the surveyed tract onto the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 48491C0505F, revised date 12/20/2019, the subject property is in Zone X (unshaded). The Surveyor makes no representation as to the accuracy of said FIRM or that it is the most current published flood map.
8. ZONE X (unshaded), defined as areas determined to be outside the 0.2% annual chance floodplain.
9. The utility appurtenances shown hereon include those visible at the time of the survey and are for general locative purposes only. In providing this boundary survey, no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on or adjacent to the site, whether private, municipal or public owned.
10. The location of underground utilities shown hereon are from maps, plans or other information obtained from the respective utility operator(s) or other sources and may not represent all available utilities. The utilities have been field verified only to the extent visible or accessible.
11. Surveyor has not identified any geological or environmental conditions in connection with the subject property and Surveyor fully disclaims any and all responsibility related to issues or claims related thereto or resulting there from.
12. There was no observed evidence of recent earth moving, building construction or building additions.
13. Per (City of Hutto) website, proposed or recent changes to street right of way lines are (not) evident.
14. There was (not) observed evidence of recent street or sidewalk construction or repairs.

SCHEUDLE "B" TITLE NOTES:

10d. A stated easement granted to Lone Star Gas Company by instrument recorded in/under Volume 237, Page 251 of the Deed Records of Williamson County, Texas and shown on survey dated September 05, 2024 prepared by James E. Garon. R.P.L.S. No. 4303.
SURVEY NOTE: EASEMENT AFFECTS TRACT BUT IS BLANKET IN NATURE AND UNABLE TO DEPICT AS DESCRIBED.

Affected by Amendments to Restrictive Covenants and Partial Release of Easement recorded in County Clerk's Number 2009052530 and 2018075696, Official Public Records, Williamson County, Texas and shown on survey dated February 27, 2026, last revised March 5, 2026, prepared by Rex L. Hackett. R.P.L.S No. 5573.
SURVEY NOTE: AFFECTS AS SHOWN.

10q. Rights or claims arising out of any fences being located inside or outside of the property lines as evidenced by survey dated February 27, 2026, last revised March 5, 2026, prepared by Rex L. Hackett R.P.L.S. No. 5573
i. Fences do not follow property lines.
SURVEY NOTE: AFFECTS AS SHOWN.

QUIDDITY
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LEGAL DESCRIPTION:

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SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: March 5, 2026
Revised Date: May 18, 2026
Revised Date: July 8, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

_____
Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY

BEING

18.733 ACRES

OUT OF THE

AARON ARMSTRONG SURVEY, A-26

CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 3 OF 3

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 300 • Austin, TX 78746 • 512.441.9493

AGENDA ITEM REPORT
9.6.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-187 approving the Municipal Services Agreement with Ventana Hills, Ltd., governing the provision of City services to be provided to a +/- 18.733 acre tract of land to be incorporated into the project known as Hutto Tech and Trade Center. (Howard Koontz)
Meeting:	Thursday, October 1, 2026
Department:	Community Services & Culture /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

This Municipal Services Agreement ("MSA") by and between the City of Hutto and Ventana Hills, Ltd. shall govern the provision of City services to a +/-18.733 acre tract of land, described in the James Neil Survey, Abstract No. 477, in Williamson County, Texas. This tract is located on the west side of CR119 a/k/a Ed Schmidt Boulevard, approximately one thousand (1,000) feet north of its intersection with Emory Crossing Boulevard.

The contemplated parcel shall be annexed into the City and, upon annexation, incorporated in the Hutto Tech and Trade Center development. A Development Agreement for this parcel shall is also up for consideration and possible action at this October 1st meeting.

STAFF RECOMMENDATION:

Staff recommends approval of the Municipal Services Agreement, as presented.

FISCAL NOTES:

No current fiscal impact.

ATTACHMENTS:

1. Resolution.MSA_Hutto Tech and Trade Center_10.01.2026 (1)
2. Municipal Services Agreement_SC 09.17.2026_DP edits 09.24.2026
3. UPDATED(9-9-26)-PropSurvey
4. Ventana Hills Form 1295 COIP (Ventana Hills executed)_Redacted

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MUNICIPAL SERVICES AGREEMENT FOR THE PROVISION OF CITY SERVICES TO AN 18.738 ACRE TRACT OF LAND BETWEEN VENTANA HILLS, LTD., AND THE CITY OF HUTTO, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MUNICIPAL SERVICES AGREEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, 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, Ventana Hills, Ltd. ("Owner"), owns a approximately 18.738 acres of land located in Williamson County, Texas that is currently within the extraterritorial jurisdiction of the City ("Property"); and

WHEREAS, Owner has voluntarily petitioned the City to annex the Property into the municipal boundaries; and

WHEREAS, the City and Owner agree to enter a Municipal Services Agreement governing the provision of City services to the Property.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Municipal Services Agreement, **Attachment A,** a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed,

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

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1st of October, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

MUNICIPAL SERVICES AGREEMENT
CITY OF HUTTO, TEXAS AND VENTANA HILLS, LTD.

The City of Hutto, Texas, a home rule municipal corporation (the "City") and Ventana Hills, Ltd., a Texas limited partnership ("Owner"), each a "Party" and collectively the "Parties" enter into this Municipal Services Agreement (this "Agreement") on this ____ day of October, 2026.

RECITALS

WHEREAS, Owner owns that certain approximately 18.738 acres of land located in Williamson County, Texas that is currently within the extraterritorial jurisdiction of the City, such real property being more particularly described on **Exhibit A**, attached hereto and fully incorporated into this Agreement and for all purposes referred to herein as the "Property"; and

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS, Owner has voluntarily petitioned the City to annex the Property into the municipal boundaries of the City pursuant to Subchapter C-3 of Chapter 43 of the Local Government Code and agrees that the Annexation and Development Agreement for Hutto Tech and Trade Center - East, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-XXX (the "Development Agreement") serves as Owner's Petition for Annexation (defined below); and

Commented [SC1]: Resolution No. will be issued the day of the City Council meeting.

WHEREAS, Section 43.0672 of the Local Government Code requires the City Council of the City to negotiate and enter into a written agreement with the Property owners for the provision of City services to be provided for the Property on or after the effective date of annexation (the "Annexation Effective Date"); and

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the Annexation Effective Date; and

WHEREAS, the requested annexation and the execution of this Agreement are subject to approval by the Hutto City Council; and

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

I. RECITALS

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

II. PROPERTY AND INTENT

2.01 PROPERTY

This Agreement is only applicable to the Property, as more specifically described in **Exhibit A**.

2.02 INTENT

It is the intent of the City that this Agreement provides for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

III. MUNICIPAL SERVICES AS OF THE ANNEXATION EFFECTIVE DATE

3.01 MUNICIPAL SERVICES

Commencing on the Annexation Effective Date, the Parties agree that municipal services to the Property shall be provided as set forth below.

A. FIRE SERVICE.

(i) *Existing Services*: Williamson County Emergency Service District #3 ("Williamson County ESD #3"), located at the following address: 501 Exchange Boulevard, provides fire suppression and emergency services to the area.

(ii) *Services to be Provided*: Williamson County ESD #3 will continue to provide primary fire response and protection, fire suppression, and emergency services to the Property. Fire code inspections and enforcement will be handled by Williamson County ESD #3. The City will notify Williamson County ESD #3 of its intent to provide Fire Services along with a Fire Service Plan ~~on behalf of the City.~~

B. POLICE SERVICE.

(i) *Existing Services*: Williamson County Sheriff's Department

(ii) *Services to be Provided*: The City's Police Department will extend regular and routine patrols to the Property. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

C. EMERGENCY MEDICAL SERVICES.

(i) *Existing Services*: Williamson

(ii) *Services to be Provided*: ESD #3~~The City's Fire Department~~ shall respond to all fire, motor vehicle collision, and on-scene emergency medical with full-time ambulance services provided by Williamson County EMS.

D. BUILDING INSPECTION.

(i) *Existing Services*: None

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

E. PLANNING AND ZONING.

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

(ii) *Services to be Provided*: The City's Development Services Department has responsibility for regulating development and land use through the administration of the City's Unified Development Code ("UDC"), and this will extend to the Property on the Annexation Effective Date, subject to the terms of the Development Agreement. The Property will also continue to be regulated under the requirements of the Subdivision Chapter of the UDC, subject to the terms of the Development Agreement. These services can be provided within DSD's current budgets.

F. PUBLICLY OWNED PARKS, FACILITIES, AND BUILDINGS.

(i) *Existing Services*: None

(ii) *Services to be Provided*: Residents of the Property, if any, will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

G. HEALTH DEPARTMENT – HEALTH CODE ENFORCEMENT SERVICE.

(i) *Existing Services*: Williamson Cities and County Health District

(ii) *Services to be Provided*: Williamson Cities and County Health District will continue to implement enforcement of the health district's regulations on the Annexation Effective Date. Animal control services will also be provided to the Property as needed by Hutto Animal Control Division of the Police Department.

H. STREET MAINTENANCE.

(i) *Existing Services*: Williamson County

(ii) *Services to be Provided*: Maintenance of and access to adjacent existing street facilities and future street facilities within public rights-of-way will be provided and overseen by the City and its appropriate departments.

I. STORM WATER MANAGEMENT.

(i) *Existing Services*: Williamson County Flood Plain Administrator

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

J. STREET LIGHTING.

(i) *Existing Services*: Oncor Electric Delivery

(ii) *Services to be Provided*: There are no existing street lights on the Property. Owner will be responsible for initial installation and maintenance of street lighting, if required, within the development on the Property until such time as any internal streets have been accepted by the City.

K. TRAFFIC ENGINEERING.

(i) *Existing Services*: None

(ii) *Services to be Provided*: The City, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the Annexation Effective Date, if warranted, with an approved Traffic Impact Analysis.

L. SOLID WASTE SERVICES.

(i) *Existing Services*: None

(ii) *Services to be Provided*: Solid waste collection shall be provided to the Property in accordance with current ordinances. Service shall comply with existing City policies, beginning with occupancy of structures.

M. Parks and Trails.

(i) *Existing Services*: None

(ii) *Services to be Provided*: All City-operated parks and trail systems will be available to any future residents of the Property.

IV. MISCELLANEOUS

4.01 WATER

Water will be supplied by Jonah Water Special Utility District

4.02 WASTEWATER

The Development Agreement provides additional municipal services for the collection, transmission, treatment, or disposal of wastewater for the Property ("Wastewater Service"). Upon Annexation, the City shall provide Wastewater Service in accordance with the Development Agreement, subject to that certain Pump and Haul Agreement attached thereto as Exhibit F.

4.03 SERVICE LEVEL

The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

4.04 EXCLUDED SERVICES

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. However, City agrees to provide all services to the Property that the City uniformly provides to all other properties within the City limits.

4.05 OWNER'S STIPULATIONS

Owner agrees and stipulates that the Development Agreement serves as Owner's petition for the voluntary annexation of Property into the boundaries of the City ("Petition for Annexation"), and that the annexation of the Property is voluntary.

4.06 AUTHORITY

City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

4.07 SEVERABILITY

If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

4.08 INTERPRETATION

The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

4.09 GOVERNING LAW AND VENUE

Venue shall be in the state courts located in Williamson County, Texas, and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

4.10 NO WAIVER

The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

4.11 GOVERNMENTAL IMMUNITY; DEFENSE

Nothing in this Agreement shall be deemed to waive, modify, or amend any of City's governmental powers or immunities nor any legal defense available at law or in equity to City or Owner.

4.12 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be

deemed an original and constitute one and the same instrument.

4.13 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 a service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to Owner, to:

Attn: Stewart Pate
Ventana Hills, Ltd.
10829 Jollyville Road
Austin, TX 78759
Email: stewartpate@gmail.com

With copy to:
Christopher K. Bell, Esq.
806 West 10th Street, Suite B
Austin, TX 78701
Email: cbell@cbell-law.com

With copy to:
Attn: Dustin L. Slack
Opus Development Company, L.L.C.
2306 Lake Austin Boulevard, Suite 214
Austin, TX 78703
Email: dustin.slack@opus-group.com

With copy to:
Attn: Legal Department
Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343
Email: legalnotices@opus-group.com

With copy to:
Attn: Tyler Johnson
Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Email: tyler.johnson@foley.com

With copy to:
Attn: Katie King Ogden
Drenner Group PC
2705 Bee Cave Road, Suite 100
Austin, TX 78746

Email: kogden@drennergroup.com

If to City, to: City of Hutto
Attn: James R. Earp
City Manager
500 W. Live Oak St.
Hutto, Texas 78634

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days' written notice to the other Party. Any Party may, by giving at least five (5) calendar days' written notice to the City, designate additional persons or entities to receive copies of notices under this Agreement.

4.14 CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

4.15 AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property, and this Agreement is binding on the Owner and the City and is enforceable by any current or future owner of any portion of the Property for the term of this Agreement. Therefore, Owner may assign this Agreement to any successor in interest to its fee title to the Property. This Agreement will be recorded in the Official Public Records of Williamson County.

4.16 ENTIRE AGREEMENT

Subject to the Development Agreement, this Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

4.17 EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

[*Signature Pages to Follow*]

Executed as of the day and year first above written to be effective on the Annexation Effective Date.

CITY:

CITY OF HUTTO, TEXAS

_____
James R. Earp, CPM, City Manager

Date: _____

ATTEST:

_____
Laura Hallmark, City Secretary

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on October ____, 2026, by JAMES R. EARP, CPM, the CITY MANAGER, of CITY OF HUTTO, TEXAS, on behalf of said city.

_____
Notary Public in and for the State of Texas

OWNER:

VENTANA HILLS LTD.,
a Texas limited partnership

By: White Bluff Development, LLC,
a Texas limited liability company,
its General Partner

_____
Stewart Pate, Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on October ____, 2026, by STEWART PATE, the MANAGER, of White Bluff Development, LLC, a Texas limited liability company, the General Partner of VENTANA HILLS, LTD., a Texas limited partnership, on behalf of said entities.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West, a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East, a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'24" West, a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract, to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cottonwood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East, a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract, to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which an 80D nail found bears South 89°30'26" West, a distance of 0.26 feet;

THENCE: South 21°22'19" East, a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract, to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

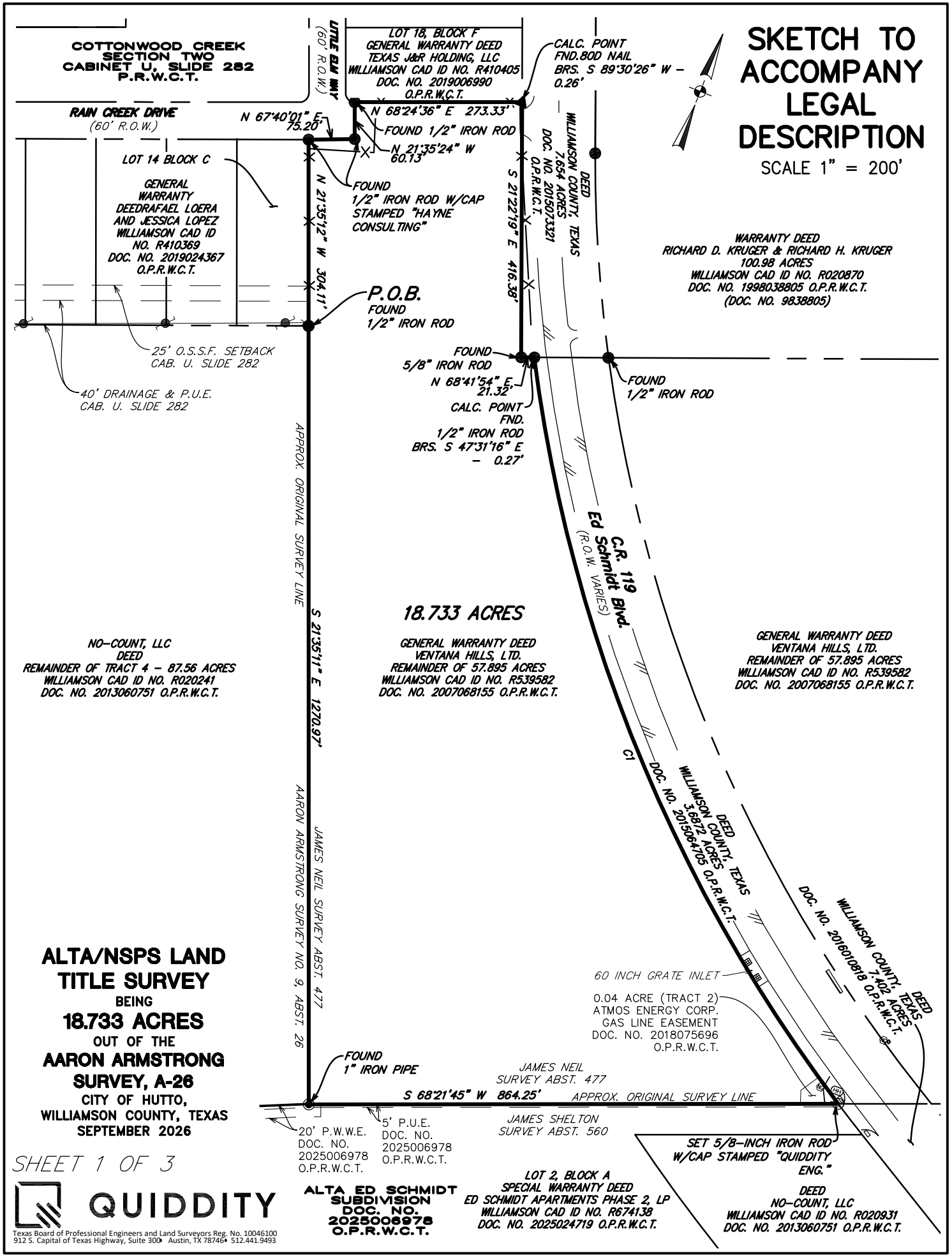
THENCE: North 68°41'54" East, a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract, to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East, a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet, having a Chord bearing of South 43°43'47" East, a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for the southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to

contain 7.402-acres as described in a Deed to Williamson County, Texas in Document No. 2016010818 of the Official Public Records of Williamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West, a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A, to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West, a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres, to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.



ALTA/NSPS LAND TITLE SURVEY

BEING

18.733 ACRES

OUT OF THE

AARON ARMSTRONG SURVEY, A-26

CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 1 OF 3

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 300• Austin, TX 78746• 512.441.9493

LEGEND

●	IRON ROD FOUND	—X—	BARBED WIRE FENCE
◉	IRON PIPE FOUND	—//—	WOOD FENCE
▲	NAIL FOUND	——///	EDGE OF ASPHALT
○	5/8" IRON ROD SET W/CAP STAMPED "QUIDDITY ENG."	10xx.	SCHEDULE B ITEM NO.
		—OHE—	OVERHEAD UTILITIES
⊗	"X" SET	—X—	BARBED WIRE FENCE
	LIGHT POLE	—//—	WOOD FENCE
	UTILITY POLE	D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
←	GUY ANCHOR	P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
■	GRATE INLET	O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
NG	N. GAS PIPELINE MARKER		
HH	HAND HOLE		
	UTILITY POLE		

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	29°47'00"	2560.00'	1330.73'	S 43°43'47" E	1315.80'

NOTES:

1. The survey shown hereon has been prepared as the result of an on the ground survey completed on FEBRUARY 25, 2026.
2. The bearings shown hereon are referenced to the Texas Coordinate System of 1983, Central Zone.
3. All distances shown are Grid Values.
4. The surveyor has relied on Stewart Title Company to provide copies of recorded deeds, plats or other instruments describing the subject property and adjoining tracts used to support the determination of the location of the intended boundaries of the land surveyed.
5. The Surveyor has not abstracted the subject property, nor made any independent investigation or search for easements of record, restrictive covenants or any other encumbrances.
6. The recorded easements, setbacks and encumbrances shown hereon are from Schedule B of the commitment for title insurance issued by Stewart Title Company, File No. 2835800, effective date April 22, 2026, issue date April 30, 2026. The Surveyor has relied upon the accuracy and completeness of the information described above and has made no independent investigation or search for this information.
7. By scaling the surveyed tract onto the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 48491C0505F, revised date 12/20/2019, the subject property is in Zone X (unshaded). The Surveyor makes no representation as to the accuracy of said FIRM or that it is the most current published flood map.
8. ZONE X (unshaded), defined as areas determined to be outside the 0.2% annual chance floodplain.
9. The utility appurtenances shown hereon include those visible at the time of the survey and are for general locative purposes only. In providing this boundary survey, no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on or adjacent to the site, whether private, municipal or public owned.
10. The location of underground utilities shown hereon are from maps, plans or other information obtained from the respective utility operator(s) or other sources and may not represent all available utilities. The utilities have been field verified only to the extent visible or accessible.
11. Surveyor has not identified any geological or environmental conditions in connection with the subject property and Surveyor fully disclaims any and all responsibility related to issues or claims related thereto or resulting there from.
12. There was no observed evidence of recent earth moving, building construction or building additions.
13. Per (City of Hutto) website, proposed or recent changes to street right of way lines are (not) evident.
14. There was (not) observed evidence of recent street or sidewalk construction or repairs.

SCHEUDLE "B" TITLE NOTES:

10d. A stated easement granted to Lone Star Gas Company by instrument recorded in/under Volume 237, Page 251 of the Deed Records of Williamson County, Texas and shown on survey dated September 05, 2024 prepared by James E. Garon. R.P.L.S. No. 4303.
SURVEY NOTE: EASEMENT AFFECTS TRACT BUT IS BLANKET IN NATURE AND UNABLE TO DEPICT AS DESCRIBED.

Affected by Amendments to Restrictive Covenants and Partial Release of Easement recorded in County Clerk's Number 2009052530 and 2018075696, Official Public Records, Williamson County, Texas and shown on survey dated February 27, 2026, last revised March 5, 2026, prepared by Rex L. Hackett. R.P.L.S No. 5573.
SURVEY NOTE: AFFECTS AS SHOWN.

10q. Rights or claims arising out of any fences being located inside or outside of the property lines as evidenced by survey dated February 27, 2026, last revised March 5, 2026, prepared by Rex L. Hackett R.P.L.S. No. 5573
i. Fences do not follow property lines.
SURVEY NOTE: AFFECTS AS SHOWN.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 300 • Austin, TX 78746 • 512.441.9493

LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Wiliamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: September 3, 2026

_____
Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
18.733 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 300 • Austin, TX 78746 • 512.441.9493

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1513494

Date Filed:
09/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ventana Hills, Ltd.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ANX-26-0004
Development Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
White Bluff Development, LLC	Austin, TX United States	X	
Morgan, Clay	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Clay Morgan, and my date of birth is [redacted].

My address is 10829 Jollyville Rd, Austin (city), TX (state), 78759 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 10 day of September (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
9.7.

To:	City Council
Subject:	Conduct a public hearing and possible action on Ordinance No. O-2026-053 approving the annexation of the Hutto Tech and Trade Center, located on 18.733 acres, described as being out of the James Neil Survey, Abstract No. 477, in Williamson County, Texas; located on the west side of CR119 a/k/a Ed Schmidt Boulevard, approximately 1,000-feet north of its intersection with Emory Crossing Boulevard, and to Establish the Base Zoning of SF-1 (Single Family) zoning district, as well as the annexation of the county road that abuts the annexation tract. (Howard Koontz)
Meeting:	Thursday, October 1, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

The City of Hutto has received a voluntary annexation request for the property known as Hutto Tech and Trade Center, located on 18.733 acres, described as being out of the James Neil Survey, Abstract No. 477, in Williamson County, Texas. The annexation process will establish the base zoning for the property as SF-1(Single Family) zoning district, commensurate with the City's 2040 Comprehensive Plan.

The property is planned to be combined with a 50+/- acre adjacent parcel to the west, and developed as a 70 +/- acre office/warehouse/logistics-style complex. This site is undeveloped and located within the City's extraterritorial jurisdiction (ETJ), and is being presented to City Council for approval along with setting the base zoning as SF-1 (Single-Family), which is in compliance with the City's Future Land Use Map (Corridor Commercial), as required by state law and the 2040 Soar - Comprehensive Plan.

Surrounding Existing Uses:

- North: Residential; ETJ
- South: Multi-family; City of Hutto (MF)
- East: ROW and Undeveloped ETJ
- West: Undeveloped; City of Hutto (LI)

STAFF RECOMMENDATION:

Staff recommends the City Council **approve this petition** for annexation and the simultaneous assignment of SF-1 Zoning, as presented herein.

FISCAL NOTES:

No fiscal impact.

AGENDA ITEM REPORT
9.7.

ATTACHMENTS:

1. HTTCAnnex(18.733ac)-Init-LOI(6-11-26)
2. UPDATED(9-9-26)-PropSurvey
3. Hutto Ventana HillsAnnexation ORD draft.dsm

DRENNER GROUP

Amanda Swor
direct dial: (512) 807-2904
aswor@drennergroup.com

June 8, 2026

Howard Koontz
Director of Development Services
City of Hutto
500 West Live Oak Street
Hutto, Texas 78634

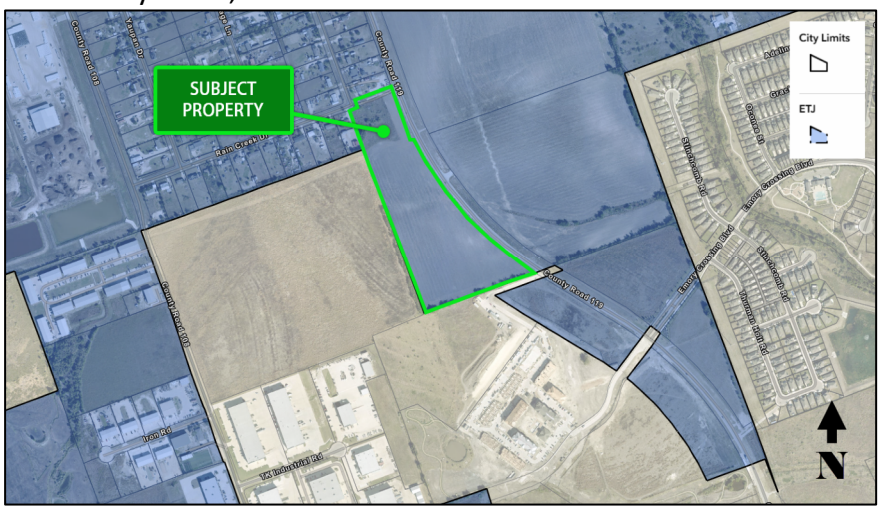
Via Electronic Delivery

Re: Hutto Tech & Trade Center – Annexation Letter of Request – Annexation application for the 18.733-acre piece of property located along Ed Schmidt Boulevard (aka CR 119) in Hutto, Williamson County, Texas (the "Property")

Dear Mr. Koontz:

As representatives of the owner of the Property, we respectfully submit the enclosed Annexation application package. The project is titled Hutto Tech & Trade Center, consists of 18.733 acres, and is located along Ed Schmidt Boulevard. The Property is currently undeveloped.

As the Property Owner's Agent, I acknowledge the Property is in the City of Hutto extraterritorial jurisdiction ("ETJ") and therefore unzoned. I further acknowledge the Property is contiguous to current city limits, as verified in the exhibit below obtained via HuttoView GIS:



As the Property Owner's Agent, I acknowledge the requested annexation property is less than one-half mile in width. Per HuttoView GIS, the Property width is between approximately 0.07 miles and 0.16 miles, as verified in the exhibit below:

As the Property Owner's Agent, I can attest that the land is undeveloped, therefore no residents are living on the Property.

Here is a summary of the request:

- The total land area of the request is 18.733 acres.
- The Property is undeveloped. The field notes are included as an attachment to this application as required.
- The request is consistent with community, neighborhood, and other applicable land use and development plans.
- The Property is in the City of Hutto extraterritorial jurisdiction ("ETJ").
- The Property does not contain any Unified Development Code (UDC) or Williamson County code violations.
- The request conforms to State law.
- The Property does not include an existing agricultural use.
- A Comprehensive Plan Amendment is currently in process to amend the Future Land Use Map designation.

The Owner's Acknowledgement is included with this submission.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Very truly yours,

Amanda Swor

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

Stewart Pate, Manager of GP — Property Owner Signature

Ventana Hills, Ltd. — Property Owner Printed Name

6-2-26 — Date

THE STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Stewart Pate, Mgr. White Bluff Dev GP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 2nd day of June, 2026 A.D.

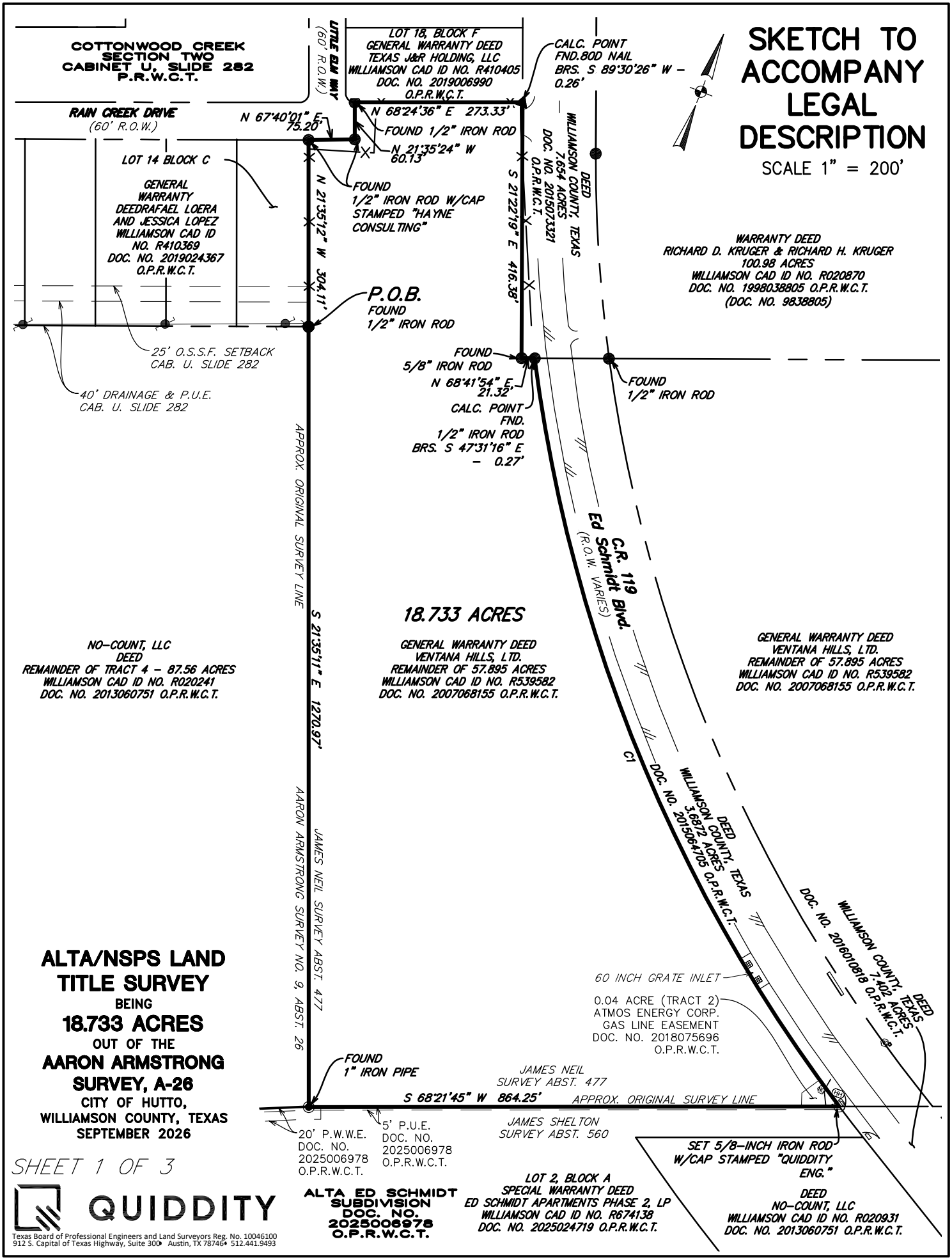
Notary Public Signature

Amanda Kollodge — Notary Public Printed Name

AMANDA KOLLODGE
Notary ID #132177918
My Commission Expires
September 18, 2027

(Seal

If there are multiple property owners attach separate page(s) with notarized signature(s)



ALTA/NSPS LAND TITLE SURVEY

BEING

18.733 ACRES

OUT OF THE

AARON ARMSTRONG SURVEY, A-26

CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 1 OF 3

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 300• Austin, TX 78746• 512.441.9493

LEGEND

●	IRON ROD FOUND	—X—	BARBED WIRE FENCE
◉	IRON PIPE FOUND	—//—	WOOD FENCE
▲	NAIL FOUND	——///	EDGE OF ASPHALT
○	5/8" IRON ROD SET W/CAP STAMPED "QUIDDITY ENG."	10xx.	SCHEDULE B ITEM NO.
		—OHE—	OVERHEAD UTILITIES
⊗	"X" SET	—X—	BARBED WIRE FENCE
	LIGHT POLE	—//—	WOOD FENCE
	UTILITY POLE	D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
←	GUY ANCHOR	P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
■	GRATE INLET	O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
NG	N. GAS PIPELINE MARKER		
HH	HAND HOLE		
	UTILITY POLE		

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	29°47'00"	2560.00'	1330.73'	S 43°43'47" E	1315.80'

NOTES:

1. The survey shown hereon has been prepared as the result of an on the ground survey completed on FEBRUARY 25, 2026.
2. The bearings shown hereon are referenced to the Texas Coordinate System of 1983, Central Zone.
3. All distances shown are Grid Values.
4. The surveyor has relied on Stewart Title Company to provide copies of recorded deeds, plats or other instruments describing the subject property and adjoining tracts used to support the determination of the location of the intended boundaries of the land surveyed.
5. The Surveyor has not abstracted the subject property, nor made any independent investigation or search for easements of record, restrictive covenants or any other encumbrances.
6. The recorded easements, setbacks and encumbrances shown hereon are from Schedule B of the commitment for title insurance issued by Stewart Title Company, File No. 2835800, effective date April 22, 2026, issue date April 30, 2026. The Surveyor has relied upon the accuracy and completeness of the information described above and has made no independent investigation or search for this information.
7. By scaling the surveyed tract onto the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 48491C0505F, revised date 12/20/2019, the subject property is in Zone X (unshaded). The Surveyor makes no representation as to the accuracy of said FIRM or that it is the most current published flood map.
8. ZONE X (unshaded), defined as areas determined to be outside the 0.2% annual chance floodplain.
9. The utility appurtenances shown hereon include those visible at the time of the survey and are for general locative purposes only. In providing this boundary survey, no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on or adjacent to the site, whether private, municipal or public owned.
10. The location of underground utilities shown hereon are from maps, plans or other information obtained from the respective utility operator(s) or other sources and may not represent all available utilities. The utilities have been field verified only to the extent visible or accessible.
11. Surveyor has not identified any geological or environmental conditions in connection with the subject property and Surveyor fully disclaims any and all responsibility related to issues or claims related thereto or resulting there from.
12. There was no observed evidence of recent earth moving, building construction or building additions.
13. Per (City of Hutto) website, proposed or recent changes to street right of way lines are (not) evident.
14. There was (not) observed evidence of recent street or sidewalk construction or repairs.

SCHEUDLE "B" TITLE NOTES:

10d. A stated easement granted to Lone Star Gas Company by instrument recorded in/under Volume 237, Page 251 of the Deed Records of Williamson County, Texas and shown on survey dated September 05, 2024 prepared by James E. Garon. R.P.L.S. No. 4303.
SURVEY NOTE: EASEMENT AFFECTS TRACT BUT IS BLANKET IN NATURE AND UNABLE TO DEPICT AS DESCRIBED.

Affected by Amendments to Restrictive Covenants and Partial Release of Easement recorded in County Clerk's Number 2009052530 and 2018075696, Official Public Records, Williamson County, Texas and shown on survey dated February 27, 2026, last revised March 5, 2026, prepared by Rex L. Hackett. R.P.L.S No. 5573.
SURVEY NOTE: AFFECTS AS SHOWN.

10q. Rights or claims arising out of any fences being located inside or outside of the property lines as evidenced by survey dated February 27, 2026, last revised March 5, 2026, prepared by Rex L. Hackett R.P.L.S. No. 5573
i. Fences do not follow property lines.
SURVEY NOTE: AFFECTS AS SHOWN.

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LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Wiliamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: September 3, 2026

_____
Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
18.733 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 3 OF 3

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
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ORDINANCE NO. O-2026-XXX

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED TERRITORY CURRENTLY WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, TO WIT: APPROXIMATELY 18.733 ACRES OF LAND, MORE OR LESS, BEING OUT OF THE JAMES NEIL SURVEY ABSTRACT 477 IN WILLIAMSON COUNTY, TEXAS, DESCRIBED IN EXHIBIT "A" LOCATED ON THE WEST SIDE OF CR 119, AND INCLUDING THE ADJACENT RIGHT OF WAY OF CR 119, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FINDINGS OF FACT, ENACTMENT, PUBLICATION, PROPER NOTICE AND MEETING, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Ventana Hills, Ltd. (the "Owner"), the owner of the tract of land containing 18.733 acres, more or less, of land in the extraterritorial jurisdiction ("ETJ") of the City, located on the west side of CR 119 in Williamson County, Texas (the "Property"), and being more particularly described in **Exhibit "A"**, attached hereto and made part hereof by reference for all purposes, have petitioned the City Council for voluntary annexation the Property into the corporate city limits; and

WHEREAS, the procedures prescribed by the Charter of the City of Hutto, the City of Hutto Unified Development Code ("UDC"), and the applicable laws of the State of Texas have been duly followed with respect to the Property; and

WHEREAS, pursuant to Section 43.0672, Texas Local Government Code, the City

and the owners of the land have negotiated to enter into the municipal services agreement, approved by Resolution No. R-2026-xxx, a copy of which is attached as **Exhibit "B"**, for provision of services in the area to be annexed, and such agreement lists each service the City will provide on the effective date of the annexation and includes a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that the annexation and initial zoning request for the Property are proper in all respects, the requests are consistent with the comprehensive plan and community, neighborhood and other applicable land use and development plans, the Property is in the City's ETJ, the Property does not currently have any UDC or Williamson County code violations, the annexation request conforms to state law, and approving the annexation and initial zoning request is in the best interests of the community and its citizens, that the requests; and

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

WHEREAS, the City finds that the designation of the zoning for the Property as SF-1 (Single-Family) is in accordance with the City's Comprehensive Plan and the Future Land Use Map for the area; and

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

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

SECTION 1. FINDINGS OF FACT. All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2. ENACTMENT. The Property described in the attached Exhibit "A", be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, including the adjacent right of way of CR 119 and the same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto by the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as SF-1 (Single-Family) Zoning District.

SECTION 3. ANNEXATION RIGHTS AND PRIVILEGES. Upon annexation the Property and its residents and future residents are hereby and shall be entitled to all rights and privileges of other citizens of the City of Hutto and are hereby and shall be bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted by the City. The Property shall be used only in the manner and for the purposes provided for by the Hutto Unified Development Code and the Hutto City Code, as may be amended, and violations of this Ordinance may be enforced as allowed by state law, the Hutto Unified Development Code and the Hutto City Code, as may be amended.

SECTION 4. AUTHORIZATION. The appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed as required by law all acts necessary to correct the official maps and boundaries of the City of Hutto so as to include the aforementioned Property, Exhibit "A" is hereby annexed as part of the City of Hutto, Texas, and the Property designated as SF-1 (Single-Family), Zoning District.

SECTION 5. CITY SECRETARY AUTHORIZATION. The City Secretary is hereby directed and authorized to:

A. file a certified copy of this Ordinance in the Office of the County Clerk of Williamson County, Texas;

B. send by United States registered or certified mail to the Texas Comptroller of the Public Accounts a certified copy of this Ordinance and a map clearly showing the added territory; and

C. to notify the Williamson County Appraisal District Office of the new city boundaries within 30 days of effective date of this Ordinance.

SECTION 6. PUBLICATION CLAUSE. The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council which shall be published in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 7. OPEN MEETING COMPLIANCE. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 8. REPEALING CLAUSE. All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 9. SEVERABILITY CLAUSE. Should any part, portion, section or provision of this ordinance be declared to be invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgement shall in no way affect the remaining parts, provisions, sections of this ordinance which provisions shall remain and continue to be in full force and effect.

SECTION 10. EFFECTIVE DATE. Pursuant to Section 3.13 of the Hutto City Charter and Section this Ordinance is adopted and enacted upon by four votes of the City Council and shall be published as required by law.

READ, PASSED, and **APPROVED** on the reading this the ____ day of **October, 2026,** at a meeting of the Hutto, Texas City Council, there being a quorum present, on a vote of _____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST

_____
Laura Hallmark, City Secretary

EXHIBIT A

ANNEXED PROPERTY

(including legal property description)

EXHIBIT B

MUNICIPAL SERVICES AGREEMENT

AGENDA ITEM REPORT
9.8.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-188 approving an Amended and Restated Development Agreement by and between the City of Hutto and No-Count, LLC, for the development of a multi-building project consisting of primarily industrial uses and all related improvements known as the Hutto Tech and Trade Center - West. (Sara Cervantes)
Meeting:	Thursday, October 1, 2026
Department:	Community Services & Culture /
Staff Contact:	Sara Cervantes

ITEM SUMMARY:

The Hutto Tech and Trade Center - West ("Project") is a multi-building, primarily industrial use, development located on +/-50.849 ("Property") acres of land located in the City of Hutto, subject to a certain Annexation and Development Agreement dated September 10, 2019 ("Original Agreement"), by and between the City of Hutto and No-Count LLC ("Owner"). Owner seeks to enter into this Amended and Restated Development Agreement to alter certain terms of the Original Agreement to facilitate the completion of an east-west collector road and all related improvements and coordinate the fluidity of the Project with a parcel located directly to the east.

This Amended and Restated Agreement shall reflect the dedication of necessary right of way, design, and construction completion of an east-west connector, labeled as Project #X18 on the City of Hutto Mobility Master Plan, connecting the north bound HWY 130 service road to County Road 119.

STAFF RECOMMENDATION:

Staff recommends approval of the Amended and Restated Development Agreement, as presented.

FISCAL NOTES:

No current fiscal impact.

ATTACHMENTS:

1. Resolution_Amended and Restated Development Agreement_No-Count, LLC
2. OPUS - Hutto 69 - Parcel A - Development Agreement_No Count LLC_FINAL CLEAN(3)
3. Map_Hutto Tech and Trade West
4. Original Annexation and Development Agreement
5. Form 1295 COIP (No-Count executed)_Redacted

AGENDA ITEM REPORT
9.8.

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN NO-COUNT, LLC AND THE CITY OF HUTTO, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, 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 and No-Count, LLC (the "Parties") entered into an Annexation and Development Agreement dated September 10, 2019 ("Original Agreement") governing the development of multi-building primarily industrial complex ("Project"); and

WHEREAS, the Parties desire to enter into this Amended and Restated Development Agreement to memorialize certain terms contained therein as they relate to the development of the Project and related appurtenances,

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Amended and Restated Development Agreement, **Attachment A,** a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed,

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

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1st day of October, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
HUTTO TECH AND TRADE CENTER - WEST

The City of Hutto, Texas, a home-rule municipal corporation (the "City") and No-Count, LLC, a Texas limited liability company ("Owner"), each a "Party" and collectively the "Parties," enter into this Amended and Restated Development Agreement (this "Agreement"), to be effective as of the Effective Date (defined herein below), for the purpose of establishing certain development rights, entitlements, arrangements, restrictions, and commitments relating to the development of a multi-building project consisting of primarily industrial uses and all related improvements, including the Collector Road Improvements, (collectively, the "Project" and the portion of the Project located on the Property subject to this Agreement being referred to herein as the "West Phase of the Project") in accordance with Section 212.172 of the Texas Local Government Code and all Applicable Laws (defined herein below).

RECITALS

WHEREAS, Owner owns that certain approximately 50.849 acres of land located in the City of Hutto, Williamson County, Texas, (the "Property"), as more specifically described in **Exhibit A**; and

WHEREAS, the Property is subject to that certain Annexation and Development Agreement, dated effective September 10, 2019, between the City and Owner, as authorized by City Resolution No. R-19-09-19-11C, dated September 19, 2019, and recorded under Document No. 2019094434 of the Official Public Records of Williamson County, Texas (the "Original Agreement"); and

WHEREAS, in accordance with the Original Agreement, the Property, together with adjacent roadways, was annexed and brought into the corporate city limits of the City and designated as LI (Light Industrial) Zoning District, pursuant to City Ordinance No. O-2023-022, approved and made effective on April 6, 2023, as clarified in City Ordinance No. O-2026-007, approved and made effective on February 19, 2026, and as further clarified in City Ordinance No. O-2026-035, approved and made effective on August 6, 2026; and

WHEREAS, Owner is under contract to sell the Property to Opus Development Company, LLC, a Delaware limited liability company ("Developer"); and

WHEREAS, Developer is also under contract to purchase from Ventana Hills, Ltd., a Texas limited partnership, that certain 18.738 acres of land located east of, and adjacent to, the Property (the "East Parcel") and intends to develop the Property and the East Parcel together pursuant to a single preliminary plat, in phases as shown on the Concept Plan; and

WHEREAS, Owner intends for the West Phase of the Project, including the West Segment of the Collector Road Improvements (defined below), to be developed on the Property as provided in this Agreement and in accordance with the Concept Plan attached hereto as **Exhibit B**; and

WHEREAS, in order to accommodate a recently-approved roadway realignment on a parcel to the west of the Property, the City has requested the relocation of the proposed 2-lane minor collector roadway originally shown on the City of Hutto Mobility Master Plan dated July 2018 as being located along, including one-half of the right-of-way being located within, the northern boundary of the Property and the East Parcel, identified therein as Project #X18 ("Project #X18"); and

WHEREAS, Owner has agreed to the City's requested realignment of the portion of Project #X18 on the Property (the "West Segment of the Collector Road Improvements" as more specifically defined hereinbelow) and has agreed to accommodate one hundred percent (100%) of the right-of-way of the West Segment of the Collector Road Improvements to be located within the Property, which results in a reduction of the developable area available to Owner on the Property, but benefits the City by eliminating the need to obtain the remaining one-half of the right-of-way area from adjacent property owners and improving connectivity for public use; and

WHEREAS, the Concept Plan attached hereto as **Exhibit B** specifically depicts the location and alignment of the Collector Road Improvements within the Project, and **Exhibit C** attached hereto provides in greater detail the specifics thereof, as approved by the City and agreed to by Owner, as related to the West Segment of the Collector Road Improvements, such being further agreed by the City as replacing, fully satisfying, and exceeding Owner's obligations under UDC § 10.615.4.6 related to Project #X18, as reflected in that certain amendment to the City's Mobility Master Plan approved by the City pursuant to City Ordinance No. O-2026-_____ and made effective on October 1, 2026; and

WHEREAS, the Project is currently within the water service area of Jonah Water Special Utility District ("Jonah"), and Jonah shall provide the Property with water as required by state law and the rules and regulations of Jonah; and

WHEREAS, contemporaneously herewith, Owner and the City entered into that certain Wastewater Reservation of Capacity Agreement, attached hereto as **Exhibit H**, in which Owner agrees, subject to the credit/offset provisions of Section 5.02 herein below, to pay to the City initial and annual water reservation fees in exchange for the City's agreement to reserve one hundred seventy (170) LUE's of wastewater capacity for the Property; and

WHEREAS, the Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the West Phase of the Project and to provide increased certainty to the City and Owner concerning land use regulations, development rights, entitlements, arrangements, and commitments applicable to the Project, including the location and alignment of the Collector Road Improvements, the City's provision of wastewater service to the West Phase of the Project, and the obligations and duties of the City and Owner related thereto; and

WHEREAS, the City and Owner desire to set forth, in this Agreement, certain terms and conditions for the planning, design, construction, and development of the West Phase of the

Project;

NOW, THEREFORE, in exchange for the mutual promises and considerations herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms of this Agreement, the Parties agree as follows:

I. RECITALS

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

II. DEFINITIONS

"Applicable Laws" means the federal, state, and local laws, rules, and regulations, including the UDC and the City Code, applicable to the Property and the development of the Project, as they existed on the effective date of the Original Agreement (i.e., September 10, 2019).

"City Code" means the City of Hutto's Code of Ordinances in effect as of the effective date of the Original Agreement (i.e., September 10, 2019).

"City Council" means the City Council of the City.

"City Manager" means the appointed official or his/her designated agent charged with directing the administration of the City of Hutto.

"Collector Road Improvements" means the engineering, design, permitting, and construction of that certain proposed 2-lane minor collector road located along the southern boundary of the Property and the East Parcel, to facilitate traffic flow from County Road 108 to County Road 119/Ed Schmidt Boulevard, such on-site and off-site improvements including but not limited to, paving and subgrade, safety and traffic control, drainage, appurtenances, and utility coordination, as more specifically described and depicted on **Exhibit C**. As more particularly shown on said **Exhibit C** and the Concept Plan attached hereto as **Exhibit B**, the portion of the Collector Road Improvements located on the Property are herein referred to as the "West Segment of the Collector Road Improvements," and the portion of the Collector Road Improvements located on the East Parcel are herein referred to as the "East Segment of the Collector Road Improvements," the East Segment of the Collector Road Improvements and West Segment of the Collector Road Improvements being sometimes collectively referred to herein as the Collector Road Improvements and included in the West Phase of the Project.

"Concept Plan" means the generalized plan showing boundaries of the Project and identifying, among other things, the proposed land use, general parcel layout, proposed phases, the location of public utility easements, and public right-of-way alignments, including the location and alignment of the Collector Road Improvements and the CR108 ROW Dedication, attached hereto as **Exhibit B**.

"Effective Date" means the date upon which all of the following conditions have been satisfied: (a) each of the Parties have approved and duly executed this Agreement and (b) this Agreement has been recorded in the Official Public Records of Williamson County, Texas.

"Hard Costs" mean the actual construction costs, excluding Soft Costs (as defined herein below).

"Impact Fees" mean any charge or assessment imposed by the City, as authorized under Chapter 395 of the Texas Local Government Code, including amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions in accordance with the law, in effect as of the effective date of the Original Agreement (i.e., September 10, 2019); except where specifically provided otherwise herein.

"Internal Wastewater Facilities" means the wastewater infrastructure improvements located within the Property necessary to adequately serve the Living Unit Equivalent demand of the West Phase of the Project, in accordance with the minimum requirements set forth in the SER.

"Jonah Water Special Utility District" or "Jonah" means the special utility district authorized under Chapter 65 of the Texas Water Code for the provision of water utility service to the Project.

"Living Unit Equivalent(s)" or "LUE(s)" means a unit of measurement representing the quantity of water consumed and wastewater generated on an average daily basis from a single-family detached residence of average size and occupancy as may be more particularly defined in by the City of Hutto's Utility Design Criteria Manual.

"Offsite Wastewater Improvements" means the wastewater infrastructure improvements located outside of the Property necessary to adequately serve the Living Unit Equivalent demand of the entire Project and other surrounding properties pursuant to the required oversizing per the SER, as more specifically described and depicted on **Exhibit D-2**.

"Property" means that certain +/- 50.849 acres located in the City of Hutto, Williamson County, Texas, as more specifically described in **Exhibit A**.

"Required Certifications and Form 1295" means the required terms and conditions contained in **Exhibit E**, attached hereto and incorporated into this Agreement for all intents and purposes.

"Required Insurance" means the insurance requirements while performing work on the construction of any public improvement for which Owner may seek reimbursement, contained in **Exhibit F**, attached hereto and incorporated into this Agreement for all intents and purposes.

"Service Extension Request" or "SER" means the letter dated February 25, 2026, as amended by Addendum No. 1 dated July 22, 2026, in response to the request by Owner to extend wastewater service to the Property and the East Parcel, attached hereto as **Exhibit D-1**.

"Soft Costs" include, but are not limited to, the cost of engineering, design, interest, site acquisition, permits, inspections, consultants, studies, regulatory related fees, fiscal security,

accounting services, project management, legal services, and financial costs such as construction period interest and loan fees.

"TIA" means the Traffic Impact Analysis, dated March 2026, prepared by Quiddity Engineering, LLC, for the Project located on the Property and the East Parcel and currently under review and pending approval by the Texas Department of Transportation and the City.

"Transportation Impact Fee Ordinance" means the City of Hutto's Ordinance No. O-18-07-19-9A, as subsequently amended by Ordinance No. O-2024-068.

"Unified Development Code" or "UDC" means the City of Hutto's comprehensive code document containing all development-related regulations including, but not limited to, zoning and land use, site and design standards, and historic preservation standards, in effect as of the effective date of the Original Agreement (i.e., September 10, 2019) , a copy of which the City shall keep on file and make available to Owner for the duration of this Agreement.

"Wastewater Infrastructure" means, collectively, the Internal Wastewater Facilities and the Offsite Wastewater Improvements, as described herein, and shall be included in the West Phase of the Project.

"Wastewater Reservation of Capacity Agreement" means the agreement governing the reservation of wastewater capacity for the Property, by and between Owner and the City, on a form approved by the City Council, and attached hereto as **Exhibit H**.

"West Phase of the Project" shall include the portion of the Project located on the Property, the Wastewater Infrastructure, and the Collector Road Improvements.

III. AGREEMENT AND PROJECT SCOPE

3.01 SCOPE OF AGREEMENT

This Agreement contemplates the development of the West Phase of the Project in accordance with this Agreement, the UDC, and any other Applicable Laws. To the extent the UDC or any other City ordinances, resolutions, rules, or standards conflict with this Agreement, the terms of this Agreement shall prevail. Notwithstanding the foregoing, nothing herein shall prohibit Owner from utilizing the provisions of Texas Local Government Code §245.002(d).

3.02 SCOPE OF PROJECT

Owner shall perform, or cause to be performed, the design, development, construction, maintenance, management, use, and operation of the West Phase of the Project in accordance with **Exhibits B** and **C,** in compliance with Applicable Laws and this Agreement. City acknowledges that the Project may be developed in phases over time and, notwithstanding anything herein to the contrary, that Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. The Project shall generally comply with (i) the Concept

Plan (as it may be amended), (ii) the UDC (as modified by this Agreement), (iii) the Development Standards, and (iv) the other terms and conditions of this Agreement, including the Exhibits attached hereto. The Concept Plan is preliminary in nature, and as such, may be subject to further adjustment, revision, or modification to accommodate the objectives of the Project, as provided herein below.

3.03 AMENDMENTS TO THE CONCEPT PLAN

Owner may propose major and minor amendments to the Concept Plan and to the reservation amounts in Section 5.03(d) herein below and submit such amendments to the City for City review and approval in accordance with Applicable Laws. "Major Amendments" shall be those that individually or cumulatively (i) modify the location or general alignment of any public roadway depicted and detailed on **Exhibits B** and **C**, excluding adjustments based on additional engineering details, or (ii) change the land area shown on **Exhibit B** by more than twenty-five percent (25%). Major Amendments shall require a recommendation by the Planning and Zoning Commission and approval by City Council. "Minor Amendments" are all amendments that: do not meet or exceed the definition of Major Amendments; and do not increase the reservation amounts specified in Section 5.03(d). Minor Amendments shall be administratively approved by the City's Development Services Director, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, City shall respond in writing to any request for approval of a Minor Amendment to the Concept Plan within fifteen (15) business days following delivery of such request by Owner, or City shall be deemed to have approved said request. If the City's Development Services Director and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination. An amendment to the Concept Plan shall not be considered a waiver of Owner's Chapter 245 rights described herein.

3.04 TERM OF AGREEMENT

Subject to the provisions of Section 8.03 herein below, this Agreement shall be effective upon execution and continue through Owner's completion of the West Phase of the Project. This Agreement shall expire, unless earlier terminated pursuant to the provisions of Section 8.03, five (5) years after the date the City has issued the last certificate of occupancy or the regulatory equivalent for the West Phase of the Project.

IV. ANNEXATION, ZONING, AND LAND USE

4.01 ANNEXATION

In accordance with the Original Agreement, the Property, together with adjacent roadways, was annexed into the corporate city limits of the City pursuant to City Ordinance No. O-2023-022, effective April 6, 2023.

4.02 ZONING AND LAND USE

The Property is currently zoned Light Industrial (LI). The use of the Property shall be

vested for uses and development consistent with **Exhibit B**.

4.03 CHAPTER 245 PERMIT

Subject to the provisions of Section 4.05 below, this Agreement shall constitute a permit in a series of permits for the purpose of accruing rights as contemplated in Chapter 245 of the Texas Local Government Code and authorized by Section 212.172(g) of the Texas Local Government Code.

4.04 RIGHTS TO CONTINUE DEVELOPMENT

In consideration of this Agreement, the City will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, vertical building improvements, construction plans, or other necessary approvals, within the Property. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and its ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency. Nothing in this Section 4.04 limits the City's authority to:

(a) deny, condition, suspend, or withhold any approval, permit, utility connection, building permit, or certificate of occupancy due to fire-code deficiencies, nonpayment of fees, default (beyond applicable notice and cure periods), or failure to satisfy approval conditions, unless a preliminary plan has been approved for adequate infrastructure, utilities, streets, and drainage in accordance with the terms of this Development Agreement; or

(b) impose temporary emergency measures necessary to protect public health, safety, or welfare.

4.05 PRIOR AGREEMENTS

This Agreement shall supersede and replace, in all respects, prior Chapter 43 Texas Local Development Code agreements relating to the Property or any portion thereof, including the Original Agreement. Upon full execution of this Agreement, such prior agreements will automatically terminate and be of no further force and effect. Upon Owner's request, the City shall deliver a release of any prior agreements to Owner for recording in the Official Public Records of Williamson County, Texas. Provided, however, nothing herein shall be considered a waiver of Owner's vested rights established and accrued by the Original Agreement as of the date thereof, and the Original Agreement shall continue to constitute a permit in a series of permits for the purpose of vesting and rights shall accrue as contemplated in Chapter 245 of the Texas Local Government Code and authorized by Section 212.172(g) of the Texas Local Government Code.

V. OBLIGATIONS, COVENANTS, AND FEES

5.01 OBLIGATIONS OF OWNER

Owner agrees and accepts the following obligations as they relate to this Agreement and the completion of the West Phase of the Project:

(a) Required Certifications and Form 1295. Owner shall, for the term of this Agreement, remain in compliance with the terms and conditions outlined in **Exhibit E**. This includes the submittal of the Form 1295, Certificate of Interested Parties, with the Texas Ethics Commission online at www.ethics.state.tx.us/File. A completed Form 1295 has been provided to the City and is hereby incorporated and attached hereto in **Exhibit E**.

(b) Undocumented Workers. Owner shall, for the term of this Agreement, remain in compliance with the terms and conditions outlined in **Exhibit E**. This includes certifying that Owner does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts

(c) Required Insurance. Owner shall, for the term of this Agreement, remain in compliance with the terms and conditions outlined in **Exhibit F**.

(d) Wastewater Infrastructure. In the event the West Phase of the Project is developed on the Property, in order for the Project to receive permanent wastewater service from the City, Owner shall design and construct, and upon completion convey to the City, the Wastewater Infrastructure, including the Offsite Wastewater Improvements and the Internal Wastewater Facilities, in accordance with the SER and this Subsection 5.01:

(i) Owner shall design and construct the Internal Wastewater Facilities within the Property.

(ii) Owner shall design and construct the following Offsite Wastewater Improvements, as more specifically described and depicted on **Exhibit D-2**:

A. 15” wastewater main through the Alta Ed Schmidt project located to the south of the Property; and

B. Expand the Emory Lift Station.

(iii) Owner will design and construct the Wastewater Infrastructure in accordance with the following schedule:

A. Commencement of Design: Owner shall not be obligated to design the Wastewater Infrastructure unless and until such time as Owner submits for approval of the final plat for the West Phase of the Project.

B. Commencement of Construction: Owner shall not be obligated to construct the Wastewater Infrastructure unless and until such time

as the commencement of construction associated with the site development permit for the West Phase of the Project.

(iv) The Wastewater Infrastructure may be constructed within rights-of-way.

(v) In the event offsite easements are necessary for construction of the Offsite Wastewater Improvements, or portions thereof, and Owner is unable to acquire said easements, despite having used commercially reasonable efforts, the City may exercise its power of eminent domain to acquire the necessary offsite easements.

(vi) Owner shall submit all plans and specifications for the Wastewater Infrastructure to the City for review and approval prior to construction, which approval will not be unreasonably withheld, conditioned or delayed. Upon the City's approval of plans and specifications for the Wastewater Infrastructure, as dictated by the Project's phasing, Owner is authorized to connect to the City's proposed right-of-way, as necessary, to enable the City to provide wastewater service to the Property upon construction and dedication of such Wastewater Infrastructure to the City. The City shall have the right to inspect and approve the construction of the Wastewater Infrastructure constructed to serve the Property, which such approval will not be unreasonably withheld, conditioned or delayed.

(vii) Upon completion of the Wastewater Infrastructure, or phases thereof, such Wastewater Infrastructure shall be conveyed to the City for ownership, operation, and maintenance, which conveyance and obligations the City hereby agrees to accept, as further provided in Section 5.03 herein below.

(e) West Segment of the Collector Road Improvements. The Parties hereby agree to, and approve of, the location and alignment of the West Segment of the Collector Road Improvements as specifically described and depicted on **Exhibit C** attached hereto. The City further agrees that the West Segment of the Collector Road Improvements replaces, fully satisfies, and exceeds Owner's obligations pursuant to UDC § 10.615.4.6 related to Project #X18, as reflected in that certain amendment to the City's Mobility Master Plan approved by the City pursuant to City Ordinance No. O-2026-_____ and made effective on October 1, 2026. The Parties further agree that any revision to the location or alignment of the West Segment of the Collector Road Improvements as specifically depicted and detailed on **Exhibits B** and **C** hereof shall require an amendment to this Agreement in accordance with Sections 3.03 and 8.03 hereof. In the event the West Phase of the Project is developed on the Property, Owner shall design and construct, and upon completion convey to the City, the West Segment of the Collector Road Improvements (subject to the terms of Section 5.03 herein below), in accordance with this Subsection 5.01(e).

(i) Owner will design and construct the West Segment of the Collector Road Improvements in accordance with the following schedule:

A. Commencement of Design: Owner shall not be obligated to design

the West Segment of the Collector Road Improvements unless and until such time as Owner submits for approval of the final plat for the West Phase of the Project.

B. Commencement of Construction: Owner shall not be obligated to construct the West Segment of the Collector Road Improvements unless and until such time as the commencement of construction associated with the site development permit for the West Phase of the Project.

(ii) Owner shall not be responsible for obtaining any offsite easements necessary for the construction of the Collector Road Improvements, including public utility easements required along the Collector Road Improvements, and the City may exercise its power of eminent domain to acquire said necessary offsite easements.

(iii) Upon completion of the Collector Road Improvements, or segments thereof, such Collector Road Improvements shall be conveyed to the City for ownership, operation, and maintenance, which conveyance and obligations the City hereby agrees to accept, as further provided in Section 5.03 herein below.

(f) CR108 ROW Dedication. Pursuant to the City's Mobility Master Plan dated September 2024, as amended, County Road 108 ("CR108") is classified as a collector roadway requiring a total right-of-way width of seventy feet (70'). In accordance with Owner's obligation per UDC §10.615.4.6 to dedicate one-half of the right-of-way to meet the required specifications (i.e., 35' from the surveyed centerline of CR108), Owner agrees to dedicate to the City, in fee simple, that certain additional right-of-way along the western boundary of the Property, as specifically depicted on the Concept Plan attached hereto as **Exhibit B** for the future expansion of CR108 (the "CR108 ROW Dedication"). The Parties agree that the CR108 ROW Dedication fully satisfies the City's requirements with regard to CR108, and Owner shall not be required to construct and/or dedicate to the City at the time of this Agreement, or at any time in the future, any additional right-of-way, easements, or transportation-related improvements along the western boundary of the Property for CR108 pursuant to UDC §10.615.4.6 or any other Applicable Laws. The CR108 ROW Dedication will be made contemporaneously with the recordation of the final plat of the West Phase of the Project. The market value of the CR108 ROW Dedication shall be included in the calculation of applicable offsets/credits and reimbursements under Article V of this Agreement.

(g) Rough Proportionality; Fee Offsets/Credits; Reimbursement. The Parties agree, pursuant to the City's Transportation Impact Fee Ordinance, the Transportation Impact Fee, as calculated pursuant to the terms of this Agreement at the applicable rate of $1,000 per service unit, is the appropriate pro rata share of the costs of improvements necessitated by and attributable to the West Phase of the Project. Similarly, the Parties agree that pursuant to City Code, the Wastewater Impact Fee, as calculated pursuant to the terms of this Agreement at the applicable rate of

$2,128.00 per LUE, is the appropriate pro rata share of the costs of improvements necessitated by and attributable to the West Phase of the Project. As such, the Transportation Impact Fee is determined to be Owner's proportionate share of the costs of the Collector Road Improvements and the CR108 ROW Dedication, and the Wastewater Impact Fee is determined to be Owner's proportionate share of the costs of the Wastewater Infrastructure (the "RP Determination"). The Parties further agree, Owner shall be automatically entitled to an offset credit against the Impact Fees that may be otherwise imposed against the West Phase of the Project for all contributions of land, improvements, and funds made by Owner pursuant to this Agreement in connection with the Collector Road Improvements, the CR108 ROW Dedication, and the Wastewater Infrastructure, and any excess will be subject to reimbursement by the City, as more specifically provided below:

(i) Any Transportation Impact Fees that may otherwise be imposed on the West Phase of the Project, pursuant to the City's Transportation Impact Fee Ordinance, shall be offset by Owner's total costs of the CR108 ROW Dedication and the West Segment of the Collector Road Improvements, which costs shall include the market value of the right-of-way and required detention area(s) dedicated within the Property and the actual Hard Costs and Soft Costs, and shall be credited to any amount otherwise due to be paid to the City. To the extent Owner's total costs of the CR108 ROW Dedication and the West Segment of the Collector Road Improvements exceed the amount of Transportation Impact Fees imposed on the West Phase of the Project, the provisions of Section 5.01(g)(ii) and Section 5.03(h) shall apply.

(ii) In consideration for the public amenities included in the Collector Road Improvements, including the shared-use path, any Parkland Fees that may otherwise be imposed on the West Phase of the Project shall be offset by the amount, if any, that Owner's total costs of the CR108 ROW Dedication and the West Segment of the Collector Road Improvements, which costs shall include the market value of the right-of-way and required detention area(s) dedicated within the Property and the actual Hard Costs and Soft Costs, exceed the amount of Transportation Impact Fees imposed on the West Phase of the Project, and shall be credited to any amount otherwise due to be paid to the City. To the extent Owner's total costs of the CR108 ROW Dedication and the West Segment of the Collector Road Improvements exceed the total amount of both the Transportation Impact Fees and the Parkland Fees imposed on the West Phase of the Project, the reimbursement provisions of Section 5.03(h) shall apply based on the RP Determination.

(iii) Any Wastewater Impact Fees that may otherwise be imposed on the West Phase of the Project shall be offset by Owner's total costs of the Offsite Wastewater Infrastructure, which costs shall include the actual Hard Costs and Soft Costs, and shall be credited to any amount otherwise due to be paid to the City. To the extent Owner's total Hard Costs and Soft Costs of the

Offsite Wastewater Improvements exceed the Wastewater Impact Fees imposed on the West Phase of the Project, the reimbursement provisions of Section 5.03(h) shall apply based on the RP Determination.

(h) No Further Obligations. With the exception of those certain related easements specifically identified and shown on the Concept Plan, attached hereto as **Exhibit B**, Owner shall have no further obligation to dedicate any public easements or right-of-way, or design, construct, or improve any other onsite or offsite roadway or wastewater improvements or infrastructure other than the West Segment of the Collector Road Improvements, the CR108 ROW Dedication, and the Wastewater Infrastructure, as specifically provided in this Agreement and subject to the credit/offset and reimbursement provisions hereof.

5.02 FEES

In the event the West Phase of the Project is developed on the Property as contemplated in this Agreement, notwithstanding any provision of the City Code or UDC to the contrary, Owner shall pay, as applicable, the fees listed in this Section 5.02.

(a) Wastewater Impact Fee(s). Owner shall pay Wastewater Impact Fees at the amount set and published by the City as of the effective date of the Original Agreement, as more specifically provided in Section 5.01(g) above, and such Wastewater Impact Fees shall be due and payable prior to the issuance of a Certificate of Occupancy for the West Phase of the Project; provided, however, Owner's obligation to pay to the City any Wastewater Impact Fees shall be subject to the credit/offset provisions of Subsection 5.01(g)(iii) herein above.

(b) Development Fee(s). Owner shall pay all applicable development fees at the amount set and published by the City as of the effective date of the Original Agreement, including, but not limited to, fees associated with required inspections, permit applications, and capital recovery.

(c) Transportation Impact Fee(s). Owner shall pay Transportation Impact Fees at the amount set and published by the City as of the Effective Date hereof, as more specifically provided in Section 5.01(g) above, and such Transportation Impact Fees shall be due and payable prior to the issuance of a Certificate of Occupancy for the West Phase of the Project; provided, however, Owner's obligation to pay to the City any Transportation Impact Fees shall be subject to the credit/offset provisions of Subsection 5.01(g)(i) herein above, and Owner shall have no obligation to pay any other associated fees relating to the City's Transportation Impact Fee Capital Improvements Plan, Transportation Impact Fee Ordinance, or any other roadway facility expansion or traffic mitigation fee requirements.

(d) Parkland Fees. Owner shall pay Parkland Fees, pursuant to the UDC and in accordance with the City's published fee schedule as of the effective date of the Original Agreement; provided, however, Owner's obligation to pay to the City any Parkland Fees shall be subject to the credit/offset provisions of Subsection 5.01(g)(ii) herein above.

(e) Any other fee authorized by the City in compliance with Applicable Laws.

(f) Notwithstanding the foregoing, nothing herein shall prohibit Owner from utilizing the provisions of Texas Local Government Code §245.002(d).

5.03 COVENANTS OF CITY

The City hereby covenants and agrees to the following:

(a) Permits. The City shall issue, in accordance with Applicable Laws, all permits necessary for the completion of the Project.

(b) Easement Acquisition. The Offsite Wastewater Improvements are necessary and required public improvements for the City's wastewater system. The Collector Road Improvements are necessary and required public improvements for the City's transportation system. As such, the City will provide to Owner use of all necessary City lands, rights-of-way and easements, within City ownership or control, for construction of the Offsite Wastewater Improvements and the Collector Road Improvements. Provided, however, Owner shall not be responsible for obtaining any offsite easements necessary for the construction of the Collector Road Improvements, including public utility easements required along the Collector Road Improvements, and the City may exercise its power of eminent domain to acquire said necessary offsite easements. In the event offsite easements are necessary for construction of the Offsite Wastewater Improvements, or portions thereof, and if Owner is unable to acquire said offsite easements beyond what is within City control or ownership, the City may exercise its power of eminent domain to acquire the necessary offsite easements.

(c) Water Capacity. The Parties acknowledge that water utility service for the Project will be provided by Jonah. In connection with Jonah's provision of such water utility service, the City will permit Jonah to install and operate waterlines and related appurtenances within the City's existing and proposed right-of-way, as may be required.

(d) Wastewater Capacity. The Parties acknowledge that wastewater utility service for the Property and the West Phase of the Project will be provided by the City and that one of the primary purposes of this Agreement is to provide certainty as to the City's provision of said service. In accordance with the Wastewater Reservation of Capacity Agreement and subject to completion of the Wastewater Infrastructure outlined herein, the City shall, at all times, maintain wastewater treatment capacity sufficient to serve the ultimate build-out of the West Phase of the Project on the Property, which, as of the Effective Date, shall be one hundred seventy (170) LUEs. Notwithstanding the foregoing, until such time as the Wastewater Infrastructure has been conveyed to the City as provided herein, the City consents to Owner's temporary use of pump and haul to treat wastewater on the Property, in accordance with a dually executed Wastewater Pump and Haul Services Agreement, in a form substantially similar to **Exhibit G**, attached hereto.

(e) Wastewater Infrastructure. Upon Owner's completion and conveyance of the

Wastewater Infrastructure to the City for ownership, operation, and maintenance, the City shall at all times maintain the Wastewater Infrastructure in good working order and condition and will operate same in an efficient and economical manner.

(f) Oversizing; Offsets and Reimbursement. The Parties agree that the Offsite Wastewater Improvements include oversizing, and the terms of Subsections 5.01(g)(iii) and 5.03(g) shall be applicable to offset and/or reimburse Developer for the actual Hard Costs and Soft Costs thereof.

(g) West Segment of the Collector Road Improvements. Upon Owner's completion and conveyance of the West Segment of the Collector Road Improvements to the City for ownership, operation, and maintenance, the City shall at all times maintain the West Segment of the Collector Road Improvements in good working order and condition and will operate same in an efficient and economical manner.

(h) Reimbursement; Cost Participation Agreement. In accordance with Subsection 5.01(g) above, the City shall reimburse Owner for the amount that Owner's total costs of the CR108 ROW Dedication and the West Segment of the Collector Road Improvements (which costs shall include the market value of the right-of-way and required detention area(s) dedicated within the Property and the actual Hard Costs and Soft Costs) exceed the amount of Transportation Impact Fees and Parkland Fees imposed on the Project; provided however, in consideration for Owner's agreement with the City's requested realignment of the Collector Road Improvements on the Property and in recognition that Owner's construction obligations provided herein exceed the requirements of UDC § 10.615.4.6, the Parties agree that the total reimbursable amount due from the City to Owner hereunder shall in no event be less than an amount equal to one-half (½) of Owner's total costs of the West Segment of the Collector Road Improvements, which costs shall include the market value of the right-of-way and required detention area(s) dedicated within the Property and the actual Hard Costs and Soft Costs. In accordance with Subsections 5.01(g)(iii) and 5.03(f), the City shall reimburse Owner for the amount Owner's total Hard Costs and Soft Costs of the Offsite Wastewater Improvements exceed the amount of Wastewater Impact Fees imposed on the Project. The terms of such reimbursements as provided in this Subsection 5.03(h) have been negotiated and mutually agreed upon between Owner and the City, in the form "Cost Participation Agreement" attached hereto as **Exhibit I** and in accordance with the provisions of this Subsection 5.03(h) and Subsection 5.03(g), and prior to the commencement of design, engineering, permitting or construction of either of the West Segment of the Collector Road Improvements or the Offsite Wastewater Improvements, respectively, the Parties shall finalize the Cost Sharing Calculation and execute the Cost Participation Agreement. The City shall establish the Escrow Account and reimburse Owner in accordance with the terms of the Cost Participation Agreement, as applicable.

(i) License Agreement(s). The City shall, in good faith, negotiate and pursue the execution of mutually agreeable license agreement(s) to permit Owner as may be related to signage, subdivision entry features, and landscaping in the City right-of-

way.

(j) Bufferyards; Adjacent ETJ Property. The City hereby confirms that the provisions of UDC §10.403.7 and §10.403.6 are not applicable to the Property, regardless of any future change in the annexation status of the adjacent property to the north of the Property.

VI. REPRESENTATIONS AND WARRANTIES

6.01 OWNER

Owner warrants and represents the following:

(a) Owner is a duly organized entity validly existing and in good standing under the laws of Texas with proper authority to execute this Agreement and perform the obligations presented;

(b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Owner is a party or by which Owner may be bound; and

(c) Owner has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect Owner's ability to perform its obligations under this Agreement.

This Agreement constitutes a legal, valid, and binding obligation of Owner enforceable in accordance with its terms.

6.02 CITY

The City warrants and represents the following:

(a) The City is a municipal corporation with full right and authority to enter into this Agreement and perform the obligations presented; and

(b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

VII. DEFAULT, REMEDIES, AND TERMINATION

7.01 EVENTS OF DEFAULT

(a) No Party shall be in default under this Agreement until notice reasonably detailing the nature of the alleged failure has been provided and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) business days or more than ninety (90) business days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party

shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given, or another Party, begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(b) If a Party remains in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity including, but not limited to, relief provided under the Uniform Declaratory Judgement Act found at Chapter 37 of the Texas Civil Practice and Remedies Code, specific performance, mandamus, and injunctive relief. Notwithstanding, however, no default under this Agreement shall:

(i) entitle the aggrieved Party to terminate this Agreement;

(ii) adversely affect or impair the current or future obligations of the City to provide wastewater service or any other service to the Project;

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) reduce the term of this Agreement.

(c) In the event of any legal action or proceeding to enforce the provisions of this Agreement and recover damages for breach, the Parties agree to pay their own respective attorney's fees and expenses incurred by reason of such action.

VIII. MISCELLANEOUS

8.01 NOTICES

Any notice required under this Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties at the following addresses below.

Owner
Attn: Gary Olander
No-Count, LLC
518 Regentview
Houston, TX 77079
Email: garyolandertx@gmail.com

With copy to:
Attn: Bob Burton & Will Smith
Winstead PC
600 W. Fifth St., Suite 900
Austin, TX 78701
Email: rburton@winstead.com

wsmith@winstead.com

With copy to:
Attn: Dustin L. Slack
Opus Development Company, L.L.C.
2306 Lake Austin Boulevard, Suite 214
Austin, TX 78703
Email: dustin.slack@opus-group.com

With copy to:
Attn: Legal Department
Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343
Email: legalnotices@opus-group.com

With copy to:
Attn: Tyler Johnson
Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Email: tyler.johnson@foley.com

With copy to:
Attn: Katie King Ogden
Drenner Group PC
2705 Bee Cave Road, Suite 100
Austin, TX 78746
Email: kogden@drennergroup.com

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634
Email: James.Earp@Huttotx.gov

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

Any Party may designate a different address at any time upon written notice to the other

Party. Owner may change the existing, or designate additional, parties to receive a copy of notices under this Agreement upon written notice to the City.

8.02 ASSIGNMENT

Except as provided herein below, the Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other; provided, however, Owner may, without the prior written consent of the City, but with provision of notice to the City, assign this Agreement in whole or in part, including any obligation, right, title, or interest of Owner under this Agreement, to (i) any related or affiliated entity of Owner and (ii) any subsequent owner of all or a portion of the Property, including but not limited to, Developer or any affiliate of Developer (each, a "Permitted Assignee"). Any attempted assignment, transfer, or delegation other than to a Permitted Assignee in violation of this provision is void and without effect.

Owner may not assign its rights under this Agreement to any other party that:

(a) is delinquent on taxes or fees to the City;

(b) is in material default under any development or financing agreement with the City;

(c) lacks, in the discretion of the City and/or City Council, the experience, expertise, and the financial capacity and ability to perform the duties or obligations assigned under this Agreement; or

(d) is unable to certify compliance with all of the requirements presented herein.

Owner shall provide the City with written notice of an intent to assign this Agreement to a person, party, or entity that is not a Permitted Assignee. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial, which approval shall not be unreasonably withheld, conditioned, or delayed. Assignment decisions are final.

Furthermore, notwithstanding the foregoing, Owner may, without the prior written consent of the City, collaterally assign its rights and interests under this Agreement to any lender or institutional investor providing project financing to Owner (a "Project Lender") as security for such financing, including by mortgage, deed of trust, pledge, or other security instrument. Any such collateral assignment shall not constitute a transfer or delegation of Owner's obligations under this Agreement. Owner shall provide the City written notice of the name and address of any Project Lender. Upon request, the City shall execute any reasonable estoppel certificates or consent to assignment documents required by the Project Lender. The City's rights under this Agreement shall be subject and subordinate to the lien of any such security instrument for so long as the related financing remains outstanding.
Upon consummation of the acquisition of the Property by Developer, this Agreement and all of Owner's rights and obligations hereunder shall be automatically assigned to Developer, and all references herein to Owner shall thereafter mean Opus Development Company, LLC, a Delaware limited liability company.

8.03 AMENDMENT; TERMINATION

Except as provided herein below, this Agreement may be amended or terminated only by

the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council, except minor amendments to the Concept Plan as provided in Section 3.03 herein above.

Notwithstanding the foregoing, the Parties agree that in the event Owner's current contract to sell the Property to Developer is terminated, Owner shall have the right to terminate this Agreement by providing written notice to the City. If Owner exercises its termination right pursuant to the immediately preceding sentence, then this Agreement shall be deemed to automatically terminate and be of no further force and effect, and an affidavit executed by Owner and recorded in the Official Public Records of Williamson County, Texas, certifying the facts supporting and evidencing the termination of this Agreement (a "Termination Affidavit") shall be deemed sufficient to release this Agreement from the Official Public Records of Williamson County, Texas, such that neither the City nor Owner shall have any further obligations under this Agreement and this Agreement shall no longer encumber the Property. Third parties shall have the right to rely on such Termination Affidavit, provided, however, at Owner's request and expense, the City shall promptly execute and acknowledge a counterpart to such Termination Affidavit.

8.04 BINDING EFFECT; RUNS WITH THE LAND

This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. The terms of this Agreement shall constitute covenants running with the lands comprising the Property and shall be binding on all future owners and developers of the Property. This Agreement is not binding on, and does not create any encumbrance on title as to, any end-buyer or user of a fully developed and improved lot within the Property, except for land use and development regulations that may specifically apply thereto. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

8.05 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Owner and the City regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written.

8.06 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control (an "Event of Force Majeure"). For the purposes of this Agreement, Events of Force Majeure include, but are not limited to, the following: acts of God; fire; flood; explosion; vandalism; extreme or unusual weather events; changes in law, rules, or regulations outside the control of the affected Party; national emergencies; pandemics or similar occurrence; supplier failures, shortages, or breach or delay; unusual delay in obtaining the City's approval of plats, permits, or other development approvals required to construct and operate the Project; orders or acts of civil or military authority; riots or insurrections; or acts of terrorism. Except as otherwise provided herein, there shall be an

equitable adjustment allowed for performance under this Agreement, and applicable deadlines will be extended accordingly, as the result of any Event of Force Majeure.

8.07 GOVERNING LAW AND VENUE

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. The Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

8.08 SEVERABILITY AND WAIVER

In the event that any provision of this Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Agreement shall not be a waiver of rights.

8.09 SURVIVAL

The following sections and provisions shall survive expiration, termination, or rescission of this Agreement: Indemnification (Section 8.15) and Liabilities of City Employees (Section 8.13).

8.10 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

8.11 CONSIDERATION

This Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

8.12 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those rights, privileges, and immunities are not inconsistent with the terms of this Agreement.

8.13 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, no City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Agreement. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

8.14 MUTUAL ASSISTANCE

The City and Owner shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

8.15 INDEMNIFICATION

OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF OWNER, INCLUDING THE NEGLIGENCE OF OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PUBLICLY DEDICATED INFRASTRUCTURE WITHIN THE PROJECT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF OWNER AND THE CITY, OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 8.15 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8.16 ESTOPPEL CERTIFICATES

From time to time upon written request by any seller or purchaser of the Property, or any portion thereof, or any lender or prospective lender of Owner or its assignees, the City shall execute a written estoppel certificate to such requesting party stating, if true, that the City has not given or received any written notices alleging any events of default under this Agreement.

8.17 EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B	CONCEPT PLAN
EXHIBIT C	COLLECTOR ROAD IMPROVEMENTS
EXHIBIT D-1	SERVICE EXTENSION REQUEST
EXHIBIT D-2	OFFSITE WASTEWATER IMPROVEMENTS
EXHIBIT E	REQUIRED CERTIFICATIONS AND FORM 1295
EXHIBIT F	REQUIRED INSURANCE
EXHIBIT G	WASTEWATER PUMP AND HAUL SERVICES AGREEMENT
EXHIBIT H	WASTEWATER RESERVATION OF CAPACITY AGREEMENT
EXHIBIT I	COST PARTICIPATION AGREEMENT

[SIGNATURE PAGES TO FOLLOW]

OWNER:

NO-COUNT, LLC,
a Texas limited liability company

_____
Gary Olander, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on September ____, 2026, by GARY OLANDER, the PRESIDENT, of NO-COUNT, LLC, a Texas limited liability company, on behalf of said entity.

_____
Notary Public in and for the State of Texas

CITY:

THE CITY OF HUTTO, TEXAS,
a Texas home-rule municipal corporation

_____
James R. Earp, CPM, City Manager

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October ____, 2026, by JAMES R. EARP, CPM, the CITY MANAGER, of THE CITY OF HUTTO, TEXAS, a Texas home-rule municipal corporation, on behalf of said entity.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION

BEING 50.849-acres of land situated in the Aaron Armstrong Survey, Abstract No. 26, Williamson County, Texas, being a remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas; said 50.849-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046", found on the northeastern right-of-way line of County Road No. 108 (R.O.W. Varies) for the southwestern corner of the remainder of said Tract 4, the northwestern corner of Lot 13, Block "A" of the T.K. Industrial Park subdivision as shown on a plat in Document No. 2018062874 of the Plat Records of Williamson County Texas, for the southwestern corner of this herein described tract;

THENCE: North 21°50'46" West a distance of 1343.14 feet along the northeastern right-of-way line of said County Road No. 108, a southwestern line of the remainder of said Tract 4 to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set for the northwestern corner of the remainder of said Tract 4, the southwestern corner of a 1.91-acre right of way dedication as shown in the plat of Cottonwood Creek, Section One Subdivision in Cabinet R, Slide 370 of the Plat Records of Williamson County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 68°39'52" East along the northwestern line of the remainder of said Tract 4, at 58.25 feet pass a 1/2-inch iron rod found for the southeastern corner of the said 1.91-acre right of way dedication, the southwestern corner of Lot 1, Block G of the said Cottonwood Creek, Section One Subdivision, a distance in all of 1095.83 feet to a 1/2-inch iron rod found ford the southeastern corner of said Cottonwood Creek, Section One Subdivision, the southwestern corner of Cottonwood Creek, Section Two Subdivision as shown on a plat in Cabinet U, Slide 282 of the Plat Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: North 68°41'40" East a distance of 577.47 feet continuing along the northwestern line of the remainder of said Tract 4, the southeastern line of said Cottonwood Creek Section Two Subdivision, to a 1/2-inch iron rod found on the southwestern line of that certain tract of land called to contain 57.895-acres as described in a General Warranty Deed to Ventana Hills, LTD in Document No. 2007068155 of the Official Public Records of Williamson County, Texas, for the southeastern corner of said Cottonwood Creek, Section Two Subdivision, for the northeastern corner of the remainder of said Tract 4, for the northeastern corner of this herein described tract;

THENCE: South 21°35'11" East a distance of 1270.77 feet along the northeastern line of the remainder of said Tract 4, the southwestern line of the Remainder of the said 57.895-acre tract to a 1-inch iron pipe found on the northwestern line of Alta Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southwestern corner of the said 57.895-acre tract, the southeastern corner of the remainder of said Tract 4, for the southeastern corner of this herein described tract;

THENCE: South 66°07'04" West a distance of 403.07 feet along a southeastern line of the remainder of said Tract 4, the northwestern line of the said ALTA Ed Schmidt Subdivision to a mag nail on top of wood post found for an interior corner of the remainder of said Tract 4, the northwestern corner of the said ALTA Ed Schmidt Subdivision, for a corner of this herein described tract;

THENCE: South 21°05'27" East a distance of 49.64 feet along a line of the remainder of said Tract 4, the southwestern line of the said ALTA Ed Schmidt Subdivision to a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for a corner of the remainder of said Tract 4, for the northeastern corner of the said T.K. Industrial Park Subdivision, for the southeastern corner of this herein described tract;

THENCE: South 68°26'51" West along the southeastern line of the remainder of said Tract 4, the northwestern line of the said T.K. Industrial Park Subdivision, at 884.63 feet pass a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for the northwestern corner of Lot 11, Block "A" and the northeastern corner of Lot 13, Block "A" of said T.K. Industrial Park, a distance in all of 1264.01 feet to the POINT OF BEGINNING and CONTAINING 50.849-acres of land.

SURVEYOR'S CERTIFICATION

To First American Title Insurance Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on October 21, 2025

Drawing Date: November 3, 2025
Revised Date: July 08, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
50.849 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 6 OF 6

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 180 Austin, TX 78746 512.441.9493

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 50 Alta Survey.dwg

EXHIBIT "B"

CONCEPT PLAN

[*See Attachment*]

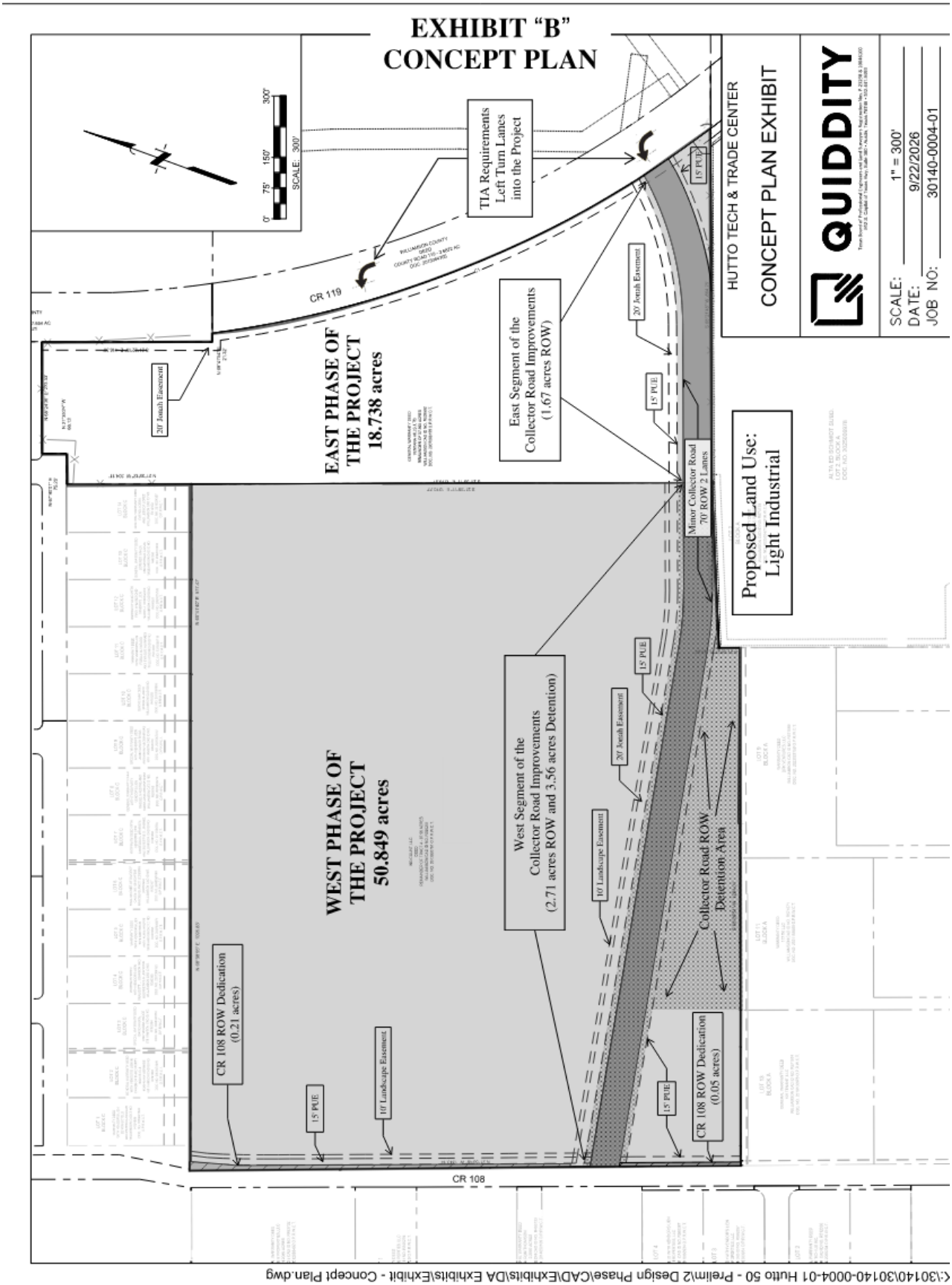
EXHIBIT "B"
CONCEPT PLAN
HUTTO TECH & TRADE CENTER
CONCEPT PLAN EXHIBIT
QUIDDITY
SCALE: 1" = 300'
DATE: 9/22/2026
JOB NO: 30140-0004-01
SCALE: 300'
0' 75' 150' 300'
TIA Requirements
Left Turn Lanes
into the Project
CR 119
EAST PHASE OF
THE PROJECT
18.738 acres
East Segment of the
Collector Road Improvements
(1.67 acres ROW)
20' Josh Easement
15' PUE
Minor Collector Road
70' ROW 2 Lanes
Proposed Land Use:
Light Industrial
WEST PHASE OF
THE PROJECT
50.849 acres
West Segment of the
Collector Road Improvements
(2.71 acres ROW and 3.56 acres Detention)
10' Landscape Easement
Collector Road ROW
Detention Area
CR 108 ROW Dedication
(0.21 acres)
CR 108 ROW Dedication
(0.05 acres)
CR 108
C:\30140\30140-0004-01 Hutto 50 - Prelim\2 Design Phase\CAD\Exhibits\DA Exhibits\Exhibit - Concept Plan.dwg

EXHIBIT "C"

COLLECTOR ROAD IMPROVEMENTS

[*See Attachment*]

EXHIBIT "C"
Road Improvements

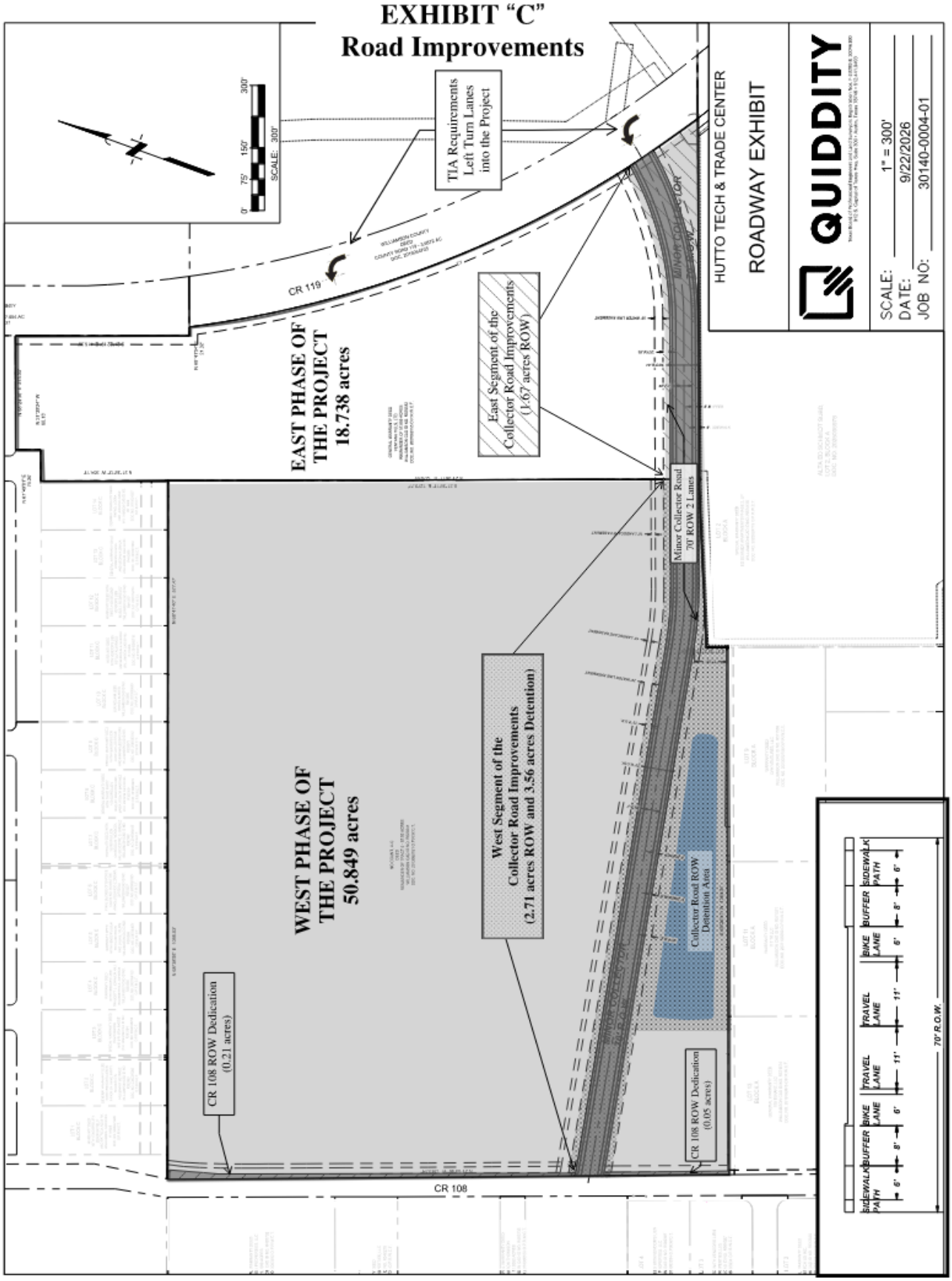

EXHIBIT "D-1"
SERVICE EXTENSION REQUEST

[*See Attachment*]

Docusign Envelope ID: ACCDADC4-201E-838A-83B3-A8281ADFA928

Mayor
Mike Snyder

Mayor Pro Tem
Evan Porterfield

Council Members
Jerrel W. Reynolds, Place 1
Dan Thornton, Place 2
Jim Morris, Place 3
Corina Zepeda, Place 4
Evan Porterfield, Place 5
Aaron King, Place 6

City Manager
James R Earp, CPM

SERVICE EXTENSION REQUEST (SER)
ADDENDUM NO. 1

NOTICE OF AMENDMENT

This addendum shall be inserted as the first page of SER No. 25-0015 and shall accompany the original signed SER whenever it is distributed. It revises the approved wastewater allocation only. Except as specifically modified herein, all findings, analyses, requirements, conditions, and provisions of the original SER remain unchanged.

Revision History

Revision	Date	Description
Original	02/25/2026	SER issued for 200 LUEs
Addendum No. 1	07/22/2026	Increase approved allocation to 221 LUEs

Project: Hutto 69 **SER No.:** 25-0015
Original SER: 02/25/2026 **Addendum:** 07/22/2026

Approved Utility Allocation

Description	Original	Revised
Wastewater LUEs	200	221

The approved wastewater allocation authorized by SER No. 25-0015 is increased from 200 to 221 Living Unit Equivalents (LUEs). All wastewater flow calculations, impact fees, capacity reservations, and future plan reviews shall be based on the revised allocation of 221 LUEs.

Except for the revision described above, SER No. 25-0015 remains unchanged and in full force and effect.

Approved:

DocuSigned by:
_____
JAMES R. EARP, CPM

James R. Earp, CPM
City Manager

Date: 7/22/2026

500 W. Live Oak St. | Hutto, Texas 78634
512-759-4033 | www.huttotx.gov

Docusign Envelope ID: ACCDADC4-201E-838A-83B3-A8281ADFA928

Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

Council Members
Charles Warner, Place 1
Dan Thornton, Place 2
Jim Morris, Place 3
Peter Gordon, Place 4
Evan Porterfield, Place 5
Aaron King, Place 6

City Manager
James R Earp, CPM

February 25, 2026
Mr. Eric Vann, P.E.
Quiddity Engineering
101 E Old Settlers Blvd
Suite 280
Round Rock, TX 78665
evann@quiddity.com

RE: Hutto 69
Service Extension Request –Wastewater Utilities

Dear Mr. Vann

Thank you for your interest in developing in the City of Hutto. We have reviewed your Service Extension Request for wastewater utility service.

In order for the City of Hutto to provide wastewater service to your proposed development, the requirements listed in the attached SER responses must be addressed.

This letter provides the information about existing capacity and the needed improvements to provide the requested service. As noted in the application, this information is only valid for 180 days from the date of this letter. Actual capacity is reserved only upon payment or reservation fees or impact fees as applicable. Final service is subject to plan review, approval of construction drawings, payment of all applicable water and wastewater impact fees, capital recovery fees, and/or pro-rata charges, and compliance with the City's Utility Design Criteria and current adopted codes. Water meter size (s) and sewer connection(s) as applicable will be determined during the civil plan review process based on demand calculations. Fire flow availability must be confirmed by a hydraulic analysis or field test at the applicant's expense if required by the fire marshal.

Docusign Envelope ID: ACCDADC4-201E-838A-83B3-A8281ADFA928

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact us at (512) 759-4933 or email Roxanne.Flores@HuttoTX.gov with any questions.

Sincerely,

Patricia A. Davis, MSCE, P.E., LGPP
Interim City Engineer

Attachments:
SER Application

EXHIBIT "D-2”
OFFSITE WASTEWATER IMPROVEMENTS

[*See Attachment*]

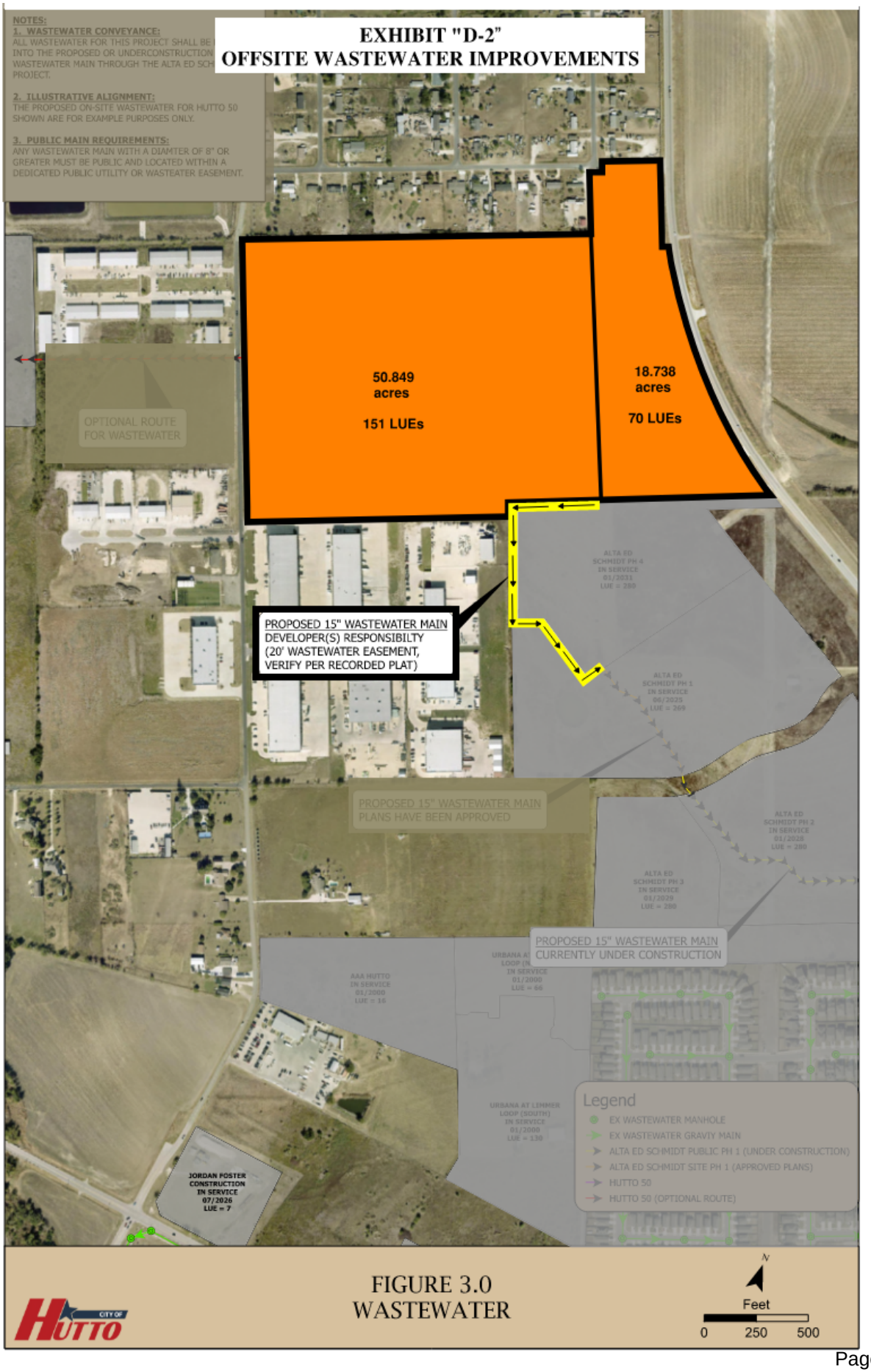
EXHIBIT "D-2"
OFFSITE WASTEWATER IMPROVEMENTS
NOTES:
1. WASTEWATER CONVEYANCE:
ALL WASTEWATER FOR THIS PROJECT SHALL BE
INTO THE PROPOSED OR UNDERCONSTRUCTION
WASTEWATER MAIN THROUGH THE ALTA ED SCH
PROJECT.
2. ILLUSTRATIVE ALIGNMENT:
THE PROPOSED ON-SITE WASTEWATER FOR HUTTO 50
SHOWN ARE FOR EXAMPLE PURPOSES ONLY.
3. PUBLIC MAIN REQUIREMENTS:
ANY WASTEWATER MAIN WITH A DIAMTER OF 8" OR
GREATER MUST BE PUBLIC AND LOCATED WITHIN A
DEDICATED PUBLIC UTILITY OR WASTEATER EASEMENT.
50.849
acres
151 LUEs
18.738
acres
70 LUEs
OPTIONAL ROUTE
FOR WASTEWATER
PROPOSED 15" WASTEWATER MAIN
DEVELOPER(S) RESPONSIBILTY
(20' WASTEWATER EASEMENT,
VERIFY PER RECORDED PLAT)
PROPOSED 15" WASTEWATER MAIN
PLANS HAVE BEEN APPROVED
PROPOSED 15" WASTEWATER MAIN
CURRENTLY UNDER CONSTRUCTION
JORDAN FOSTER
CONSTRUCTION
IN SERVICE
07/2026
LUE = 7
Legend
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
ALTA ED SCHMIDT PUBLIC PH 1 (UNDER CONSTRUCTION)
ALTA ED SCHMIDT SITE PH 1 (APPROVED PLANS)
HUTTO 50
HUTTO 50 (OPTIONAL ROUTE)
CITY OF HUTTO
FIGURE 3.0
WASTEWATER
N
Feet
0
250
500

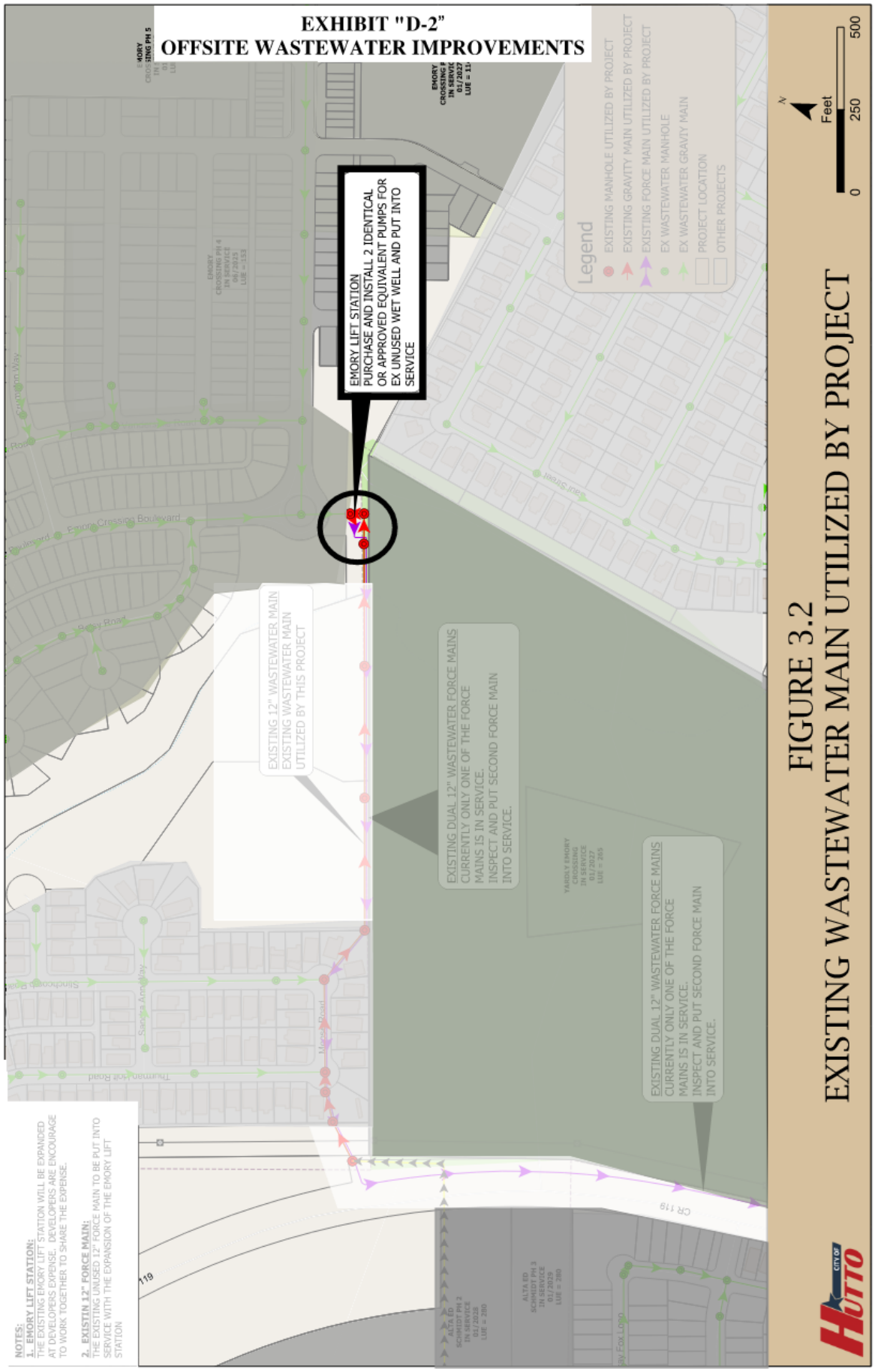
EXHIBIT "D-2"
OFFSITE WASTEWATER IMPROVEMENTS
EMORY LIFT STATION
PURCHASE AND INSTALL 2 IDENTICAL OR APPROVED EQUIVALENT PUMPS FOR EX UNUSED WET WELL AND PUT INTO SERVICE
EXISTING 12" WASTEWATER MAIN
EXISTING WASTEWATER MAIN UTILIZED BY THIS PROJECT
EXISTING DUAL 12" WASTEWATER FORCE MAINS CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE. INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
EXISTING DUAL 12" WASTEWATER FORCE MAINS CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE. INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
Legend
EXISTING MANHOLE UTILIZED BY PROJECT
EXISTING GRAVITY MAIN UTILIZED BY PROJECT
EXISTING FORCE MAIN UTILIZED BY PROJECT
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
PROJECT LOCATION
OTHER PROJECTS
0
250
500
Feet
FIGURE 3.2
EXISTING WASTEWATER MAIN UTILIZED BY PROJECT
NOTES:
1. EMORY LIFT STATION:
THE EXISTING EMORY LIFT STATION WILL BE EXPANDED AT DEVELOPERS EXPENSE. DEVELOPERS ARE ENCOURAGE TO WORK TOGETHER TO SHARE THE EXPENSE.
2. EXISTIN 12" FORCE MAIN:
THE EXISTING UNUSED 12" FORCE MAIN TO BE PUT INTO SERVICE WITH THE EXPANSION OF THE EMORY LIFT STATION

EXHIBIT "E"

REQUIRED CERTIFICATIONS AND FORM 1295

1. Valid Entity. Owner hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code

2. Israel Boycott. Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, '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. Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

3. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. 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 Owner and its respective parent companies, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

4. Firearm Entity Boycotts. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any,

   (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

   (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

5. Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

6. Undocumented Workers. Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Owner is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

7. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, a conflict-of-interest form ("Disclosure of Interested Parties") must be filled out at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html. If applicable, the City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

8. Form 1295. A completed version of this form has been provided to the City and is hereby incorporated and attached to this **Exhibit E**.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number: 2026-1513501
Date Filed: 09/09/2026
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
No-Count, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
R-19-09-19-11C
Amended Development Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Olander, Gary	~~Austin,~~ Houston, TX United States	X	
Olander, David	Austin, TX United States	X	
McIver, Rosellyn	Brenham, TX United States	X	
Story, Mary Beth	Driftwood, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is GARY OLANDER, and my date of birth is [redacted]

My address is 518 REGENTVIEW, HOUSTON (city), TX (state), 77079 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 15 day of SEPT. (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.4a4bf2cb

EXHIBIT "F"

REQUIRED INSURANCE

Owner and all contractors, subcontractors, engineers, and consultants shall, for the term of this Agreement and while performing work on any public improvement for which Owner may seek reimbursement, procure and maintain, with a reputable insurer eligible to conduct business in the State of Texas, the following insurance policies as required by the City:

Type of Insurance	Amount of Insurance	Required Provisions
Commercial General (Public) Liability to include coverage for, at a minimum, the following:	$1,000,000 per occurrence and $2,000,000 general aggregate OR	City must be listed as an "Additional Insured" and provide thirty (30) day notice of cancellation or material change in coverage.
Premises/Operations; Operations; Independent Contractors; Personal Injury; and Contractual Liability.	$2,000,000 combined single coverage limit	City must be provided a waiver of subrogation. City prefers the insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard and Poor's.
Business Auto Liability	$1,000,000 combined single limit	City must be provided with a waiver of subrogation.
Workers' Compensation & Employers Liability	Statutory Limits of $1,000,000 per incident	City must be provided with a waiver of subrogation.
Professional Liability	$1,000,000 per occurrence	Inclusion of a no burn-off provision is required.
Builder's Risk	$1,000,000 per occurrence and $2,000,000 general aggregate OR	City must be listed as an "Additional Insured" and provide thirty (30) day notice of cancellation or material change in coverage.
	$2,000,000 combined single coverage limit	City must be provided a waiver of subrogation. City prefers the insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard and Poor's.

(a) Cost. Owner shall be responsible for paying premiums, deductibles, and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by Owner (not by its contractors, subcontractors, engineers, and consultants). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of Owner under this Agreement.

(b) Certificates of Insurance and Insurance Policy Documents**.** Certificates of Insurance will not be accepted as substitutes for copies of Insurance Policy Documents. The term "Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

(c) Special Requirements**.** Owner shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. Owner shall submit copies of all Insurance Policy Documents to the City providing evidence of insurance coverage required by this Agreement on or before the commencement of construction of the West Phase of the Project except that asbestos, Hazardous Waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the West Phase of the Project, or as otherwise provided in this Agreement. Owner shall promptly deliver copies of any and all changed or new Insurance Policy Documents to the City, as applicable. Owner will be responsible for (i) overseeing its contractors with respect to such contactors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance Policy Documents evidencing the insurance coverages required hereunder.

(d) Additional Insured. All endorsements, waivers, and notices of cancellation, as well as the policies of commercial general liability and automobile insurance, shall provide that the City is an "Additional Insured", will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage to be delivered to the City as provided in Section 8.01 of this Agreement, or such other address as the City may notify Owner in writing.

EXHIBIT "G"

WASTEWATER PUMP AND HAUL SERVICES AGREEMENT

The **City of Hutto, Texas,** a home-rule municipal corporation ("City") and **Opus Development Company, LLC**, a Delaware limited liability company ("Developer"), collectively the "Parties", enter into this Wastewater Pump and Haul Services Agreement (this "Pump and Haul Agreement") for the provision of pump and haul wastewater services, including collection, transportation, treatment, and disposal, in accordance with the Development Agreements (defined herein below) and all Applicable Laws.

RECITALS

WHEREAS, Developer is the contract purchaser and developer of that certain approximately 50.849 acres of land located in the City of Hutto, Williamson County, Texas, (the "West Parcel") and that certain 18.738 acres of land located in the City of Hutto, Williamson County, Texas (the "East Parcel"). The West Parcel and East Parcel being collectively referred to herein as the "Property", as more specifically described in **Exhibit A;**

WHEREAS, the West Parcel is subject to that certain Amended and Restated Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____, and the East Parcel is subject to that certain Annexation and Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____ (collectively, the "Development Agreements");

WHEREAS, Developer intends to develop the Project on the Property, in accordance with the Development Agreements; and

WHEREAS, the provision of Wastewater Service (defined below) to the Project requires the construction by Developer of the Wastewater Infrastructure, as defined and described in the Development Agreements and shown on **Exhibit B** attached hereto; and

WHEREAS, Developer has requested that the City allow Wastewater Services to the Property by Pump and Haul until such time as the Wastewater Infrastructure is fully operational with the capability of serving the Project on the Property;

WHEREAS, the City and Developer desire to set forth, in this Pump and Haul Agreement, the terms and conditions governing the provision of Pump and Haul Wastewater Service to the Project and the Property.

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. RECITALS

The recitals set forth above are hereby incorporated into the body of this Pump and Haul Agreement by this reference.

II. DEFINITIONS

Unless indicated otherwise herein, capitalized terms used herein shall have the meanings ascribed to them in the Development Agreements.

"Effective Date" as the term is used in this Pump and Haul Agreement, means the date upon which this Pump and Haul Agreement has been duly executed by the Parties.

"Pump and Haul" means the method for the provision of Wastewater Services, whether by the City or other provider contracted by Developer, that utilizes the pumping of wastewater for vehicular transport to a point of disposal.

"Pump and Haul Deposit" means cash deposited and maintained by Developer in an escrow account with the City to secure the continuation of the Pump and Haul Wastewater Services on the Property as required pursuant to the terms of this Pump and Haul Agreement.

"Wastewater Infrastructure Completion Period" means the period commencing upon the Effective Date of this Pump and Haul Agreement and expiring upon completion of construction of the Wastewater Infrastructure.

"Wastewater Infrastructure Fiscal Security" means the fiscal security maintained by Developer with the City that guarantees the construction of the Wastewater Infrastructure, as required in accordance with the applicable provisions of the UDC.

"Wastewater Service(s)" means the collection, transportation, treatment, and disposal of wastewater from the Property.

III. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

3.01 ISSUANCE OF BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

Developer may obtain building permits and certificates of occupancy prior to completion of the Wastewater Infrastructure, subject to full compliance with the following terms and conditions:

(a) Developer maintains Wastewater Infrastructure Fiscal Security to the extent required by and in accordance with the applicable provisions of the UDC.

(b) The facilities necessary to provide Pump and Haul Wastewater Service to the portion of the Property or phase of the Project for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and Wastewater Service by Pump and Haul under this Pump and Haul Agreement is otherwise available to the Property.

(c) Developer maintains the Pump and Haul Deposit, as required pursuant to the terms of Section 5.01 below, during such time as Developer is utilizing Pump and Haul Wastewater Service for the Property. The Pump and Haul Deposit shall be an amount reasonably approved by the City, and agreed to by Developer, as

representing the cost of six (6) months of Pump and Haul Wastewater Service from the Property, based on current Pump and Haul invoices and taking into account projected increases in the number of customers, which amount shall initially be $_____ . Nothwithstanding the foregoing, for purposes of clarity, the Parties agree that compliance with this Subsection 3.01(c) shall be applicable only to certificates of occupancy, and not be required as a condition precedent for Developer to obtain a building permit.

(d) Developer is not in default, beyond applicable notice and cure periods, under this Pump and Haul Agreement.

(e) While Developer is utilizing Pump and Haul Wastewater Service for the Property, Developer demonstrates to the City that Developer has a current contract with a Pump and Haul provider, which may include the City, that meets the requirements of this Pump and Haul Agreement.

(f) All other conditions for issuance of the applicable building permit or certificate of occupancy set forth in Applicable Laws (as modified by this Pump and Haul Agreement or the Development Agreements) have been met.

3.02 SUSPENSION OF ISSUANCE OF PERMITS

In the event that at any time the applicable conditions in Section 3.01 of this Pump and Haul Agreement are not met, and Developer does not remedy such failure within thirty (30) days after receipt of written notice thereof from the City, the City may suspend the issuance of building permits and certificates of occupancy for the Project until such conditions are satisfied.

IV. WASTEWATER SERVICES

4.01 GENERAL

The Parties acknowledge that, pursuant to the Development Agreements and in accordance with an executed Wastewater Reservation of Capacity Agreement, upon completion of the Wastewater Infrastructure by Developer, and acceptance thereof by the City, the City will provide Wastewater Service to the Project. The City shall furnish Wastewater Service to customers within the Property in accordance with the Development Agreements, this Pump and Haul Agreement, and the UDC. In the event of a conflict between the terms of the UDC and this Pump and Haul Agreement, this Pump and Haul Agreement shall prevail.

4.02 PUMP AND HAUL SERVICE PROVIDED

Developer, at its sole cost and expense, shall cause wastewater from the Project to be pumped and hauled and disposed of in a manner that is compliant with Applicable Laws, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare, until such time as the expiration of the Wastewater Infrastructure Completion Period.

4.03 PUMP AND HAUL PROVIDER

Developer shall maintain with the City, at all times, the Pump and Haul provider's current contact information and designated representatives who are available twenty-four (24) hours a day to respond to complaints or issues related to wastewater disposal.

4.04 RECORDS

In the event Developer has a contract with a Pump and Haul provider other than the City, Developer shall make commercially reasonable efforts to cause such Pump and Haul provider to maintain complete records of the Pump and Haul Wastewater Services provided, and Developer shall maintain with the City a copy of any reports required by Applicable Laws related to providing Pump and Haul Wastewater Services.

4.05 TRANSITION OF SERVICES

The City and Developer shall reasonably cooperate to smoothly transition Wastewater Service from Developer to the City upon completion of the Wastewater Infrastructure.

4.06 PAYMENT FOR PUMP AND HAUL SERVICES

(a) In the event that the City provides Pump and Haul Wastewater Service to the Property prior to the expiration of the Wastewater Infrastructure Completion Period, then Developer shall be responsible for all costs and expenses incurred by the City in connection therewith. The City shall furnish a written invoice to Developer for payment for such costs and expenses to Developer on a monthly basis, and Developer shall provide payment in full to the address specified on the invoice within thirty (30) days after receipt of the written invoice.

(b) In the event that the City provides Pump and Haul Wastewater Service to the Property after the expiration of the Wastewater Infrastructure Completion Period, then the City shall be responsible for all costs and expenses incurred by the City in connection therewith.

V. PUMP AND HAUL DEPOSIT

5.01 ESCROW ACCOUNT

As a condition precedent to Developer obtaining a certificate of occupancy pursuant to Section 3.01 hereof, Developer shall deposit the Pump and Haul Deposit into escrow with the City, and the City shall hold the same in trust in an Escrow Account (herein so called) until the expiration of the Wastewater Infrastructure Completion Period, for the purposes of paying for Pump and Haul Wastewater Services to the Property upon the occurrence of one of the events set forth in Section 5.02.

5.02 DRAWS UPON ESCROW ACCOUNT

The City may, but is not obligated to, draw upon the Pump and Haul Deposit to take over providing and paying for Pump and Haul Wastewater Services to the Property upon the occurrence of one or more of the following:

a) Developer fails to provide Pump and Haul Wastewater Services to the Property as required by this Pump and Haul Agreement.

b) Developer becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors, or if a receiver, trustee, or liquidator of any of the property or income of Developer is appointed.

In the event the City takes over providing Pump and Haul Wastewater Services to the Property, pursuant to this Section 5.02, Developer shall assign any then-existing unexpired contract with a Pump and Haul provider under this Pump and Haul Agreement to the City upon the City's request.

5.03 REASSESSMENT OF PUMP AND HAUL DEPOSIT

Notwithstanding the foregoing, every two (2) months following the date of the initial deposit of the Pump and Haul Deposit into the Escrow Account, the Parties shall perform a true up in order to ensure that the Pump and Haul Deposit amount remaining in the Escrow Account is sufficient to cover the cost of six (6) months of Pump and Haul Wastewater Service from the Property, based on current Pump and Haul invoices and taking into account projected increases in the number of customers.

5.04 RELEASE OF THE PUMP AND HAUL DEPOSIT

The City will promptly release the balance of the Pump and Haul Deposit to Developer upon final acceptance of the Wastewater Infrastructure by the City.

5.05 INSUFFICIENT PUMP AND HAUL DEPOSIT

In the event that the City takes over Pump and Haul Wastewater Services pursuant to Section 5.02 above, and the amount of the Pump and Haul Deposit in the Escrow Account is insufficient to pay for the cost (calculated under the terms of such existing contract assigned to the City pursuant to Section 5.02, or under the same terms as similarly situated customers and property) incurred by the City for providing Pump and Haul Wastewater Services to the Project, Developer shall reimburse the amount that exceeds the Pump and Haul Deposit within thirty (30) days of written demand by the City and receipt of the City's documented third-party costs, subject to the limitations provided herein.

VI. WASTEWATER SERVICE TO BE PROVIDED BY CITY

6.01 DRAWING UPON FISCAL SECURITY

If Developer fails or refuses to timely complete the construction of the Wastewater Infrastructure in accordance with the UDC, the Development Agreements, and the approved plans and specifications for the Project, the City will have the right, but not the obligation, to draw on the Wastewater Infrastructure Fiscal Security posted by Developer and complete the Wastewater Infrastructure, as provided by the UDC and the terms of the Development Agreements.

6.02 COMPLETION OF WASTEWATER INFRASTRUCTURE

In the event the City provides notice and elects to complete the Wastewater Infrastructure, pursuant to the UDC and Development Agreements, all plans and specifications, designs, easements, and improvements acquired, produced, or installed in aid of completing such

Wastewater Infrastructure by Developer or its engineers or contractors before such default, will become the property of the City, to the extent that Developer has the legal right to convey or assign such items to the City. In such event, Developer will provide, within fifteen (15) business days of the City's request, documentation to the City that the above listed items have been conveyed and have become the property of the City, to the extent that Developer has the legal right to convey or assign such items to the City.

The Parties agree that upon final acceptance of the Wastewater Infrastructure by the City and placement of the Wastewater Infrastructure into service, the City will provide Wastewater Service to all customers within the Project on the same terms and conditions as similarly situated customers and property.

VII. INSURANCE AND INDEMNIFICATION

7.01 INSURANCE

Developer, or the company selected by Developer to provide Pump and Haul Wastewater Services under this Pump and Haul Agreement, shall procure and maintain, at its sole cost and expense, during such time as Developer is utilizing Pump and Haul Wastewater Service for the Property, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Pump and Haul Agreement. All Certificates of Insurance and endorsements shall be furnished to the City at the time of execution of this Pump and Haul Agreement.

(a) Insurance policies required:

(i) General Commercial Liability Coverage – Minimum of $1,000,000.00 per occurrence for bodily injury and property damage; $2,000,000.00 aggregate.

(ii) Business Automobile Liability Coverage – Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

(iii) Umbrella/Excess Liability Coverage – Minimum of not less than $1,000,000.00.

(iv) Pollution Liability Insurance – Minimum coverage of not less than $3,000,000.

(b) General Requirements Applicable to Policies.

(i) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

(ii) Developer will request that each insurance policy be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Hutto, Texas.

(iii) Upon request, certified copies of all insurance policies shall be furnished to the City of Hutto, Texas.

(iv) The City of Hutto, Texas, is to be added as an "Additional Insured" to the

General Commercial Liability Policy and the Umbrella/Excess Liability Policy. The coverage shall contain no special limitations on the scope of protection afforded to the City.

7.02 ENFORCEMENT ACTIONS

In the event that the EPA or the TCEQ issues any order or penalty for violations of Applicable Law resulting from the Pump and Haul Wastewater Services provided under this Pump and Haul Agreement, Developer shall be responsible for payment of said penalties within the time required under the order or Applicable Law.

VIII. NOTICE OF AGREEMENT

8.01 NOTICE OF AGREEMENT AND PUMP AND HAUL WASTEWATER SERVICES

A memorandum of this Pump and Haul Agreement ("Memorandum") acceptable to City and Developer shall be recorded in the Official Public Records of Williamson County, Texas, that places prospective property owners on notice that Wastewater Service may be provided by Pump and Haul until completion of the Wastewater Infrastructure.

IX. REPRESENTATIONS AND WARRANTIES

9.01 DEVELOPER

Developer warrants and represents the following:

(a) Developer is a duly organized entity validly existing and in good standing under the laws of the State of Delaware with proper authority to execute this Pump and Haul Agreement and perform the obligations presented;

(b) Performance under this Pump and Haul Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound; and

(c) Developer has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect Developer's ability to perform its obligations under this Pump and Haul Agreement.

This Pump and Haul Agreement constitutes a legal, valid, and binding obligation of Developer enforceable in accordance with its terms.

9.02 CITY

The City warrants and represents the following:

(a) The City is a municipal corporation with full right and authority to enter into this Pump and Haul Agreement and perform the obligations presented; and

(b) Performance under this Pump and Haul Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Pump and Haul Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

X. TERM

10.01 TERM

This Pump and Haul Agreement shall be effective upon execution and shall expire at such time as Developer completes and the City accepts the Wastewater Infrastructure and commences operation thereof (such that Pump and Haul Wastewater Service is no longer necessary). Any payment obligations of Developer or the City that accrue prior to termination of this Pump and Haul Agreement shall survive termination. Notwithstanding the foregoing, the Parties agree that in the event Developer's current contract to purchase the Property is terminated or Developer decides not to pursue development of the Project, Developer may, in its sole discretion and without penalty, terminate this Pump and Haul Agreement by providing written notice to the City. If Developer exercises its termination right pursuant to the immediately preceding sentence, then this Pump and Haul Agreement shall be deemed to automatically terminate and be of no further force and effect, and an affidavit executed by Developer and recorded in the Official Public Records of Williamson County, Texas, certifying the facts supporting and evidencing the termination of this Pump and Haul Agreement (a "Termination Affidavit") shall be deemed sufficient and neither the City nor Developer shall have any further obligations hereunder and this Pump and Haul Agreement shall no longer encumber the Property. Third parties shall have the right to rely on such Termination Affidavit, provided, however, at Developer's request and expense, the City shall promptly execute and acknowledge a counterpart to such Termination Affidavit.

XI. DEFAULT, REMEDIES, AND TERMINATION

11.01 EVENTS OF DEFAULT

(a) No Party shall be in default under this Pump and Haul Agreement until notice reasonably detailing the nature of the alleged failure has been provided. A Party alleged to be in default under this Pump and Haul Agreement shall have thirty (30) days to cure such alleged failure.

(b) If a Party remains in default beyond the thirty (30) day cure period, the aggrieved Party may seek relief available at law or in equity including, but not limited to, relief provided under the Uniform Declaratory Judgement Act found at Chapter 37 of the Texas Civil Practice and Remedies Code, specific performance, mandamus, and injunctive relief. Notwithstanding, however, no default under this Pump and Haul Agreement shall:

(i) Entitle the aggrieved Party to terminate this Pump and Haul Agreement;

(ii) Adversely affect or impair the current or future obligations of the City to provide applicable utility service or any other necessary service to the Project;

(iii) Entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) Reduce the term of this Pump and Haul Agreement.

(c) In the event of any legal action or proceeding to enforce the provisions of this Pump and Haul Agreement and recover damages for breach, the Parties agree to pay their own respective attorney's fees and expenses incurred by reason of such action.

XII. MISCELLANEOUS

12.01 NOTICES

Any notice required under this Pump and Haul Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties below.

Developer
Attn: Dustin L. Slack
Opus Development Company, L.L.C.
2306 Lake Austin Boulevard, Suite 214
Austin, TX 78703
Email: dustin.slack@opus-group.com

With copy to:
Attn: Legal Department
Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343
Email: legalnotices@opus-group.com

With copy to:
Attn: Tyler Johnson
Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Email: tyler.johnson@foley.com

With copy to:
Attn: Katie King Ogden
Drenner Group PC
2705 Bee Cave Road, Suite 100
Austin, TX 78746
Email: kogden@drennergroup.com

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634

Email: James.Earp@Huttotx.gov

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

12.02 ASSIGNMENT

Except as provided herein below, the Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Pump and Haul Agreement without the prior written consent of the other; provided, however, Developer may, without the prior written consent of, or notice to, the City, assign this Pump and Haul Agreement in whole or in part, including any obligation, right, title, or interest of Developer under this Pump and Haul Agreement, to (i) any related or affiliated entity of Developer and (ii) any subsequent owner of all or a portion of the Property (each, a "Permitted Assignee"). Any attempted assignment, transfer, or delegation other than to a Permitted Assignee in violation of this provision is void and without effect.

Developer may not assign its rights under this Pump and Haul Agreement to any other party that:

(a) is delinquent on taxes or fees to the City;

(b) is in material default under any development or financing agreement with the City;

(c) lacks, in the discretion of the City and/or City Council, the experience, expertise, and the financial capacity and ability to perform the duties or obligations assigned under this Pump and Haul Agreement; or

(d) is unable to certify compliance with all of the requirements presented herein.

Developer shall provide the City with written notice of an intent to assign this Pump and Haul Agreement to a person, party, or entity that is not a Permitted Assignee. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial, which approval shall not be unreasonably withheld, conditioned, or delayed. Assignment decisions are final.

Furthermore, notwithstanding the foregoing, Developer may, without advance notice to, or the prior written consent of, the City, collaterally assign its rights and interests under this Pump and Haul Agreement to any lender or institutional investor providing project financing to Developer (a "Project Lender") as security for such financing, including by mortgage, deed of trust, pledge, or other security instrument. Any such collateral assignment shall not constitute a transfer or delegation of Developer's obligations under this Pump and Haul Agreement. Developer shall provide the City written notice of the name and address of any Project Lender promptly following such collateral assignment. Upon request, the City shall execute any reasonable estoppel certificates or consent to assignment documents required by the Project Lender. The City's rights under this Pump and Haul Agreement shall be subject and subordinate to the lien of any such security

instrument for so long as the related financing remains outstanding.

12.03 AMENDMENT

Except as provided in Section 10.01 herein above, this Pump and Haul Agreement may be amended only by the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council.

12.04 NO THIRD-PARTY BENEFICIARIES

Except as expressly provided in this Pump and Haul Agreement, nothing will be construed to confer upon any person other than the parties any rights, benefits or remedies under or because of this Pump and Haul Agreement.

12.05 BINDING NATURE

This Pump and Haul Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

12.06 ENTIRE AGREEMENT

This Pump and Haul Agreement, together with the Development Agreements and the Wastewater Reservation of Capacity Agreement, constitutes the entire agreement between the Parties regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Pump and Haul Agreement shall supersede all previous communications, representations, or agreements, either oral or written, regarding the subject matter hereof.

12.07 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control (an "Event of Force Majeure"). For the purposes of this Pump and Haul Agreement, Events of Force Majeure include, but are not limited to, the following: acts of God; fire; flood; explosion; vandalism; extreme or unusual weather events; changes in law, rules, or regulations outside the control of the affected Party; national emergencies; pandemics or similar occurrence; supplier failures, shortages, or breach or delay; unusual delay in obtaining the City's approval of plats, permits, or other development approvals required to construct and operate the Project; orders or acts of civil or military authority; riots or insurrections; or acts of terrorism. Except as otherwise provided herein, there shall be an equitable adjustment allowed for performance under this Pump and Haul Agreement, and applicable deadlines will be extended accordingly, as the result of any Event of Force Majeure.

12.08 GOVERNING LAW AND VENUE

This Pump and Haul Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Pump and Haul Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. The Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens.*

12.09 SEVERABILITY AND WAIVER

In the event that any provision of this Pump and Haul Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Pump and Haul Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Pump and Haul Agreement shall not be a waiver of rights.

12.10 SURVIVAL

The following sections and provisions shall survive expiration, termination, or rescission of this Pump and Haul Agreement: Indemnification (Section 12.16) and Liabilities of City Employees (Section 12.14).

12.11 COUNTERPARTS

This Pump and Haul Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

12.12 CONSIDERATION

This Pump and Haul Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

12.13 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those rights, privileges, and immunities are not inconsistent with the terms of this Pump and Haul Agreement.

12.14 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Pump and Haul Agreement. This Pump and Haul Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

12.15 MUTUAL ASSISTANCE

The City and Developer shall do all things reasonably necessary and appropriate to perfect the terms of this Pump and Haul Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Pump and Haul Agreement.

12.16 INDEMNIFICATION

DEVELOPER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR

ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF DEVELOPER, INCLUDING THE NEGLIGENCE OF DEVELOPER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PUBLICLY DEDICATED INFRASTRUCTURE WITHIN THE PROJECT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND THE CITY, DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 12.16 SURVIVE THE TERMINATION OR EXPIRATION OF THIS PUMP AND HAUL AGREEMENT.

12.17 GOVERNMENTAL CONTRACT CERTIFICATIONS

Developer shall, for the term of this Pump and Haul Agreement, remain in compliance with the terms and conditions outlined in **Exhibit C**, attached hereto.

12.18 EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – WASTEWATER INFRASTRUCTURE
EXHIBIT C – GOVERNMENTAL CONTRACT CERTIFICATIONS

[SIGNATURE PAGES TO FOLLOW]

DEVELOPER:

OPUS DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026, by _____, the _____, of OPUS DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, on behalf of said entity.

_____
Notary Public in and for the State of Texas

CITY:

THE CITY OF HUTTO, TEXAS,
a Texas home-rule municipal corporation

_____
James R. Earp, CPM, City Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2026, by JAMES R. EARP, CPM, the CITY MANAGER, of THE CITY OF HUTTO, TEXAS, a Texas home-rule municipal corporation, on behalf of said entity.

_____
Notary Public in and for the State of Texas

EXHIBIT "A" to PUMP AND HAUL AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

RLH/BRS JOB # 30140-0004-01

LEGAL DESCRIPTION

BEING 50.849-acres of land situated in the Aaron Armstrong Survey, Abstract No. 26, Williamson County, Texas, being a remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas; said 50.849-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046", found on the northeastern right-of-way line of County Road No. 108 (R.O.W. Varies) for the southwestern corner of the remainder of said Tract 4, the northwestern corner of Lot 13, Block "A" of the T.K. Industrial Park subdivision as shown on a plat in Document No. 2018062874 of the Plat Records of Williamson County Texas, for the southwestern corner of this herein described tract;

THENCE: North 21°50'46" West a distance of 1343.14 feet along the northeastern right-of-way line of said County Road No. 108, a southwestern line of the remainder of said Tract 4 to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set for the northwestern corner of the remainder of said Tract 4, the southwestern corner of a 1.91-acre right of way dedication as shown in the plat of Cottonwood Creek, Section One Subdivision in Cabinet R, Slide 370 of the Plat Records of Williamson County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 68°39'52" East along the northwestern line of the remainder of said Tract 4, at 58.25 feet pass a 1/2-inch iron rod found for the southeastern corner of the said 1.91-acre right of way dedication, the southwestern corner of Lot 1, Block G of the said Cottonwood Creek, Section One Subdivision, a distance in all of 1095.83 feet to a 1/2-inch iron rod found ford the southeastern corner of said Cottonwood Creek, Section One Subdivision, the southwestern corner of Cottonwood Creek, Section Two Subdivision as shown on a plat in Cabinet U, Slide 282 of the Plat Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: North 68°41'40" East a distance of 577.47 feet continuing along the northwestern line of the remainder of said Tract 4, the southeastern line of said Cottonwood Creek Section Two Subdivision, to a 1/2-inch iron rod found on the southwestern line of that certain tract of land called to contain 57.895-acres as described in a General Warranty Deed to Ventana Hills, LTD in Document No. 2007068155 of the Official Public Records of Williamson County, Texas, for the southeastern corner of said Cottonwood Creek, Section Two Subdivision, for the northeastern corner of the remainder of said Tract 4, for the northeastern corner of this herein described tract;

THENCE: South 21°35'11" East a distance of 1270.77 feet along the northeastern line of the remainder of said Tract 4, the southwestern line of the Remainder of the said 57.895-acre tract to a 1-inch iron pipe found on the northwestern line of Alta Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southwestern corner of the said 57.895-acre tract, the southeastern corner of the remainder of said Tract 4, for the southeastern corner of this herein described tract;

THENCE: South 66°07'04" West a distance of 403.07 feet along a southeastern line of the remainder of said Tract 4, the northwestern line of the said ALTA Ed Schmidt Subdivision to a mag nail on top of wood post found for an interior corner of the remainder of said Tract 4, the northwestern corner of the said ALTA Ed Schmidt Subdivision, for a corner of this herein described tract;

THENCE: South 21°05'27" East a distance of 49.64 feet along a line of the remainder of said Tract 4, the southwestern line of the said ALTA Ed Schmidt Subdivision to a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for a corner of the remainder of said Tract 4, for the northeastern corner of the said T.K. Industrial Park Subdivision, for the southeastern corner of this herein described tract;

THENCE: South 68°26'51" West along the southeastern line of the remainder of said Tract 4, the northwestern line of the said T.K. Industrial Park Subdivision, at 884.63 feet pass a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for the northwestern corner of Lot 11, Block "A" and the northeastern corner of Lot 13, Block "A" of said T.K. Industrial Park, a distance in all of 1264.01 feet to the POINT OF BEGINNING and CONTAINING 50.849-acres of land.

SURVEYOR'S CERTIFICATION

To First American Title Insurance Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on October 21, 2025

Drawing Date: November 3, 2025
Revised Date: July 08, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
50.849 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 6 OF 6

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 169 Austin, TX 78746 512.441.9493

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 50 Alta Survey.dwg

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Williamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: September 3, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
18.733 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 3 OF 3

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046200
913 S. Capital of Texas Highway, Suite 330F Austin, TX 78746 512.661.9696

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 18-Acre Alta Survey 8x11.dwg

EXHIBIT "B" to PUMP AND HAUL AGREEMENT
WASTEWATER INFRASTRUCTURE

[*See Attachment*]

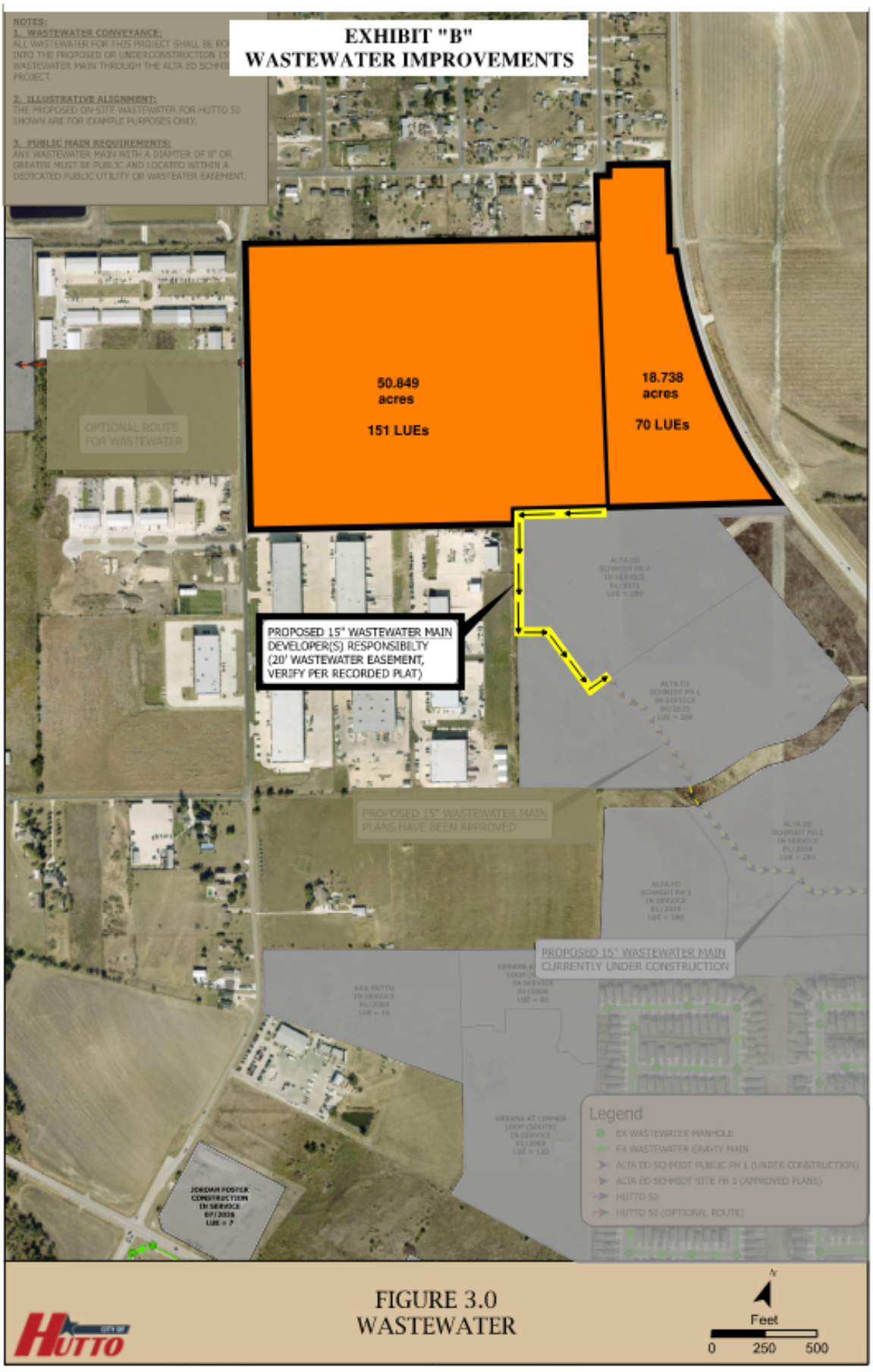
EXHIBIT "B"
WASTEWATER IMPROVEMENTS
NOTES:
1. WASTEWATER CONVEYANCE:
2. ILLUSTRATIVE ALIGNMENT:
3. PUBLIC MAIN REQUIREMENTS:
50.849 acres
151 LUEs
18.738 acres
70 LUEs
OPTIONAL ROUTE FOR WASTEWATER
PROPOSED 15" WASTEWATER MAIN DEVELOPER(S) RESPONSIBILTY (20' WASTEWATER EASEMENT, VERIFY PER RECORDED PLAT)
PROPOSED 15" WASTEWATER MAIN PLANS HAVE BEEN APPROVED
PROPOSED 15" WASTEWATER MAIN CURRENTLY UNDER CONSTRUCTION
Legend
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
ALTA ED SCHMIDT PUBLIC PH 1 (UNDER CONSTRUCTION)
ALTA ED SCHMIDT SITE PH 1 (APPROVED PLANS)
HUTTO 50
HUTTO 50 (OPTIONAL ROUTE)
FIGURE 3.0
WASTEWATER
Feet
0
250
500

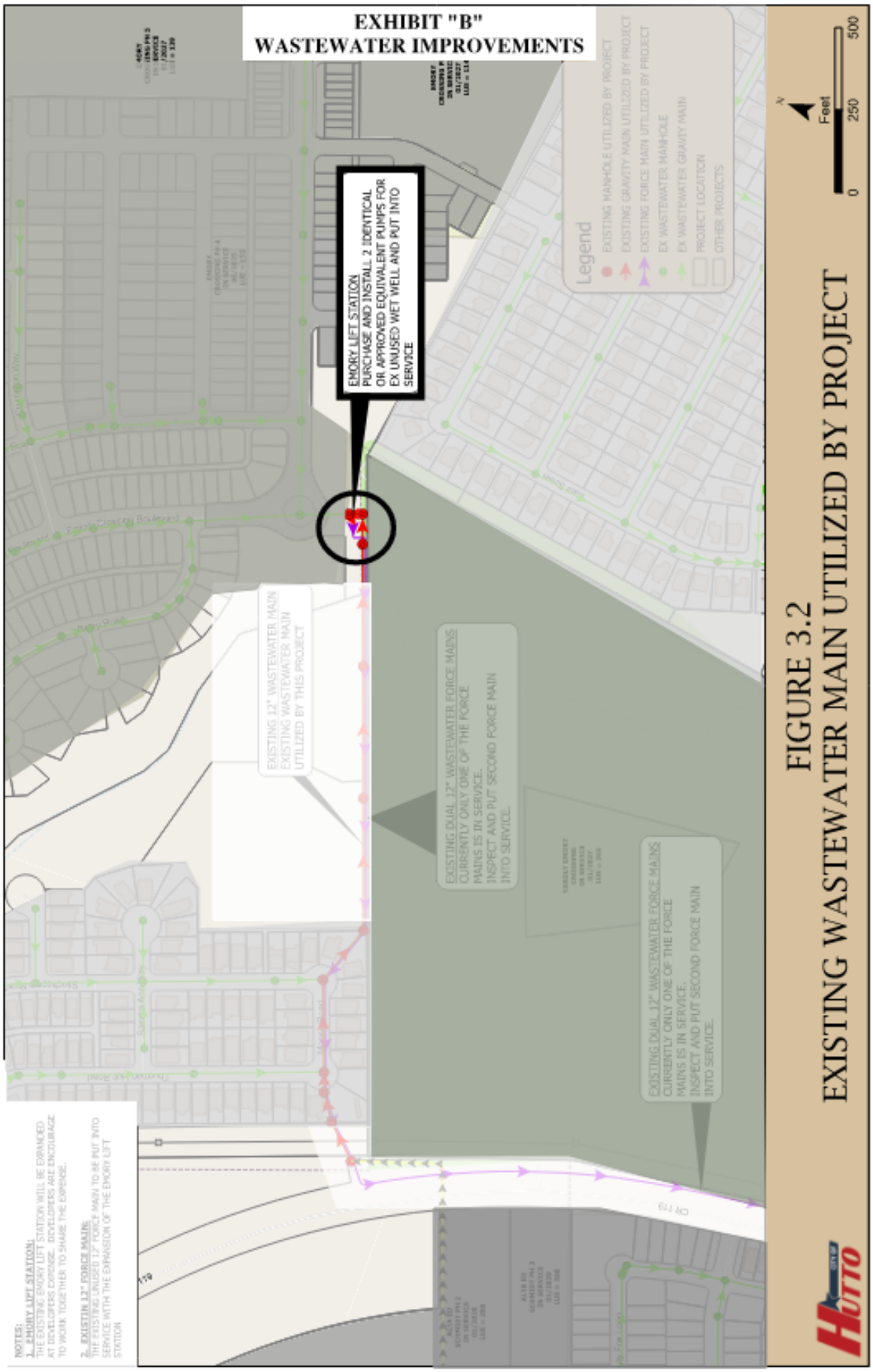
EXHIBIT "B"
WASTEWATER IMPROVEMENTS
EMORY LIFT STATION
PURCHASE AND INSTALL 2 IDENTICAL OR APPROVED EQUIVALENT PUMPS FOR EX UNUSED WET WELL AND PUT INTO SERVICE
EXISTING 12" WASTEWATER MAIN
EXISTING WASTEWATER MAIN UTILIZED BY THIS PROJECT
EXISTING DUAL 12" WASTEWATER FORCE MAINS
CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE.
INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
EXISTING DUAL 12" WASTEWATER FORCE MAINS
CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE.
INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
Legend
EXISTING MANHOLE UTILIZED BY PROJECT
EXISTING GRAVITY MAIN UTILIZED BY PROJECT
EXISTING FORCE MAIN UTILIZED BY PROJECT
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
PROJECT LOCATION
OTHER PROJECTS
N
Feet
0
250
500
FIGURE 3.2
EXISTING WASTEWATER MAIN UTILIZED BY PROJECT
HUTTO
NOTES:
1.- EMORY LIFT STATION:
THE EXISTING EMORY LIFT STATION WILL BE EXPANDED AT DEVELOPERS EXPENSE. DEVELOPERS ARE ENCOURAGE TO WORK TOGETHER TO SHARE THE EXPENSE.
2.- EXISTIN 12" FORCE MAIN:
THE EXISTING UNUSED 12" FORCE MAIN TO BE PUT INTO SERVICE WITH THE EXPANSION OF THE EMORY LIFT STATION

EXHIBIT "C" to PUMP AND HAUL AGREEMENT

GOVERNMENTAL CONTRACT CERTIFICATIONS

1. Valid Entity. Developer hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code

2. Israel Boycott. Developer hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Pump and Haul Agreement is a contract for goods or services, will not boycott Israel during the term of this Pump and Haul Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, '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 and exists to make a profit.

3. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. 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 its respective parent companies, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

4. Firearm Entity Boycotts. To the extent this Pump and Haul Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Developer hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any,

   (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

   (b) will not discriminate during the term of this Pump and Haul Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

5. Energy Company Boycotts. To the extent this Pump and Haul Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Developer hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Pump and Haul Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

6. Undocumented Workers. Developer certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Pump and Haul Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Pump and Haul Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

EXHIBIT "H"

WASTEWATER RESERVATION OF CAPACITY AGREEMENT

The **City of Hutto, Texas**, a home-rule municipal corporation ("City") and **Opus Development Company, LLC**, a Delaware limited liability company ("Applicant"), each a "Party" and collectively the "Parties", enter into this Wastewater Reservation of Capacity Agreement (this "Reservation Agreement") for the purpose of facilitating the reservation of wastewater capacity necessary to service future development of the Project on the Property.

RECITALS

WHEREAS, the City provides Wastewater Service to real property located within the corporate limits of the City of Hutto, Texas, and the exterritorial limits of real property located within Williamson County, Texas;

WHEREAS, Applicant is the contract purchaser and developer of that certain approximately 50.849 acres of land located in the City of Hutto, Williamson County, Texas, (the "West Parcel") and that certain 18.738 acres of land located in the City of Hutto, Williamson County, Texas (the "East Parcel"). The West Parcel and East Parcel being collectively referred to herein as the "Property", as more specifically described in **Exhibit A**;

WHEREAS, the West Parcel is subject to that certain Amended and Restated Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____, and the East Parcel is subject to that certain Annexation and Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____ (collectively, the "Development Agreements");

WHEREAS, Applicant intends to develop the Project on the Property in accordance with the Development Agreements and the Concept Plan attached thereto as Exhibit B;

WHEREAS, pursuant to the Development Agreements, the City has agreed to provide Applicant with two hundred twenty-one (221) Living Unit Equivalents ("LUEs") of wastewater capacity for the Project, including one hundred seventy (170) LUEs for the West Parcel and fifty-one (51) LUEs for the East Parcel, as more specifically described in the Service Extension Request for the Project, attached to the Development Agreements as Exhibit D-1 thereof;

WHEREAS, Applicant desires to reserve two hundred twenty-one (221) LUEs of wastewater capacity for utilization at the Property, and the City is willing to reserve the wastewater capacity for Applicant, all of which shall be in accordance with the terms and conditions of this Reservation Agreement and the Development Agreements.

NOW, THEREFORE, intending to be bound and for other good and valuable consideration, the parties hereto agree as follows:

I. RECITALS

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

II. DEFINITIONS

Unless indicated otherwise herein, capitalized terms used herein shall have the meanings ascribed to them in the Development Agreements.

"Effective Date" means the date upon which the last of each of the Parties has approved and duly executed this Reservation Agreement.

"Reservation Date" means the date upon which Applicant has executed this Reservation Agreement and paid, in full, the Reservation Fee. The Reservation Date may be simultaneous with, but in no event later than sixty (60) calendar days from, the approval of the Development Agreements.

"Reservation Fee" means the fee required pursuant to the terms of this Reservation Agreement to reserve the totality of the LUEs requested under this Reservation Agreement.

"Wastewater Facilities Escrow Agreement" means the future agreement between the City and Applicant governing the escrow account necessary to facilitate payment for Wastewater Service, in a form mutually agreeable to the Parties.

"Wastewater Service" means the collection, transmission, treatment, or disposal of wastewater for the Property.

"Wastewater Service Agreement" means the future agreement between the City and Applicant governing the collection, transmission, treatment, or disposal of wastewater for the Property, in a form mutually agreeable to the Parties.

III. RESERVATION OF WASTEWATER CAPACITY

3.01 RESERVATION OF CAPACITY

(a) Upon execution of this Reservation Agreement by the Parties and the City's receipt of full payment of the Reservation Fee by Applicant, two hundred twenty-one (221) LUEs shall be considered reserved by the City for the purposes of providing Wastewater Service to the Property. Applicant acknowledges and agrees that the reserved LUEs shall not be used at any other location or for any other purpose other than those specified herein.

(b) If Applicant, in the future, seeks to reserve additional LUEs for the Project, the availability of the same shall be dependent upon the totality of available wastewater capacity, including consideration of other reservations. Additional LUEs requested to be reserved shall be an amendment to this Reservation Agreement and the date of the reservation of the additional LUEs shall commence upon approval of the City

Engineer and payment of the additional Reservation Fee.

(c) Reserved LUEs must be utilized within three (3) years of the Reservation Date. Unless renewed in accordance with the provisions of Section 4.03 below, failure to use LUEs within this timeline shall result in a reversion of funds and a loss of reservation as set forth below.

3.02 REVERSION OF FUNDS

If Applicant fails to utilize the LUEs within the time period provided in Subsection 3.01(c) above, subject to the renewal provisions of Section 4.03 below, the City shall refund the total sum of Reservation Fee paid by Applicant; provided, however, notwithstanding the above, Applicant reserves all rights available under the Development Agreements.

IV. FEES, SUBMITTAL, AND RENEWAL

4.01 CALCULATION OF RESERVATION FEE

Applicant acknowledges and agrees to the following:

(a) The Reservation Fee for an individual LUE is fixed at Seventy and 00/100 Dollars ($70.00); and

(b) The Reservation Fee required under this Reservation Agreement totals Fifteen Thousand Four Hundred Seventy and 00/100 Dollars ($15,470.00).

Applicant acknowledges and agrees that the Reservation Fee shall be paid contemporaneously with the execution of this Reservation Agreement.

4.02 FEE SUBMITTAL

Reservation Fees and any subsequent renewal fees shall be submitted to the following:

City of Hutto
Attn: Public Works Department
500 W. Live Oak Street
Hutto, TX 78634

4.03 RENEWAL OF RESERVATION

Applicant acknowledges and agrees that payment of the Reservation Fee presented in Section 4.01 reserves LUEs for three (3) calendar years from the Reservation Date (the "Reservation Expiration"). Payment of the Reservation Fee is required to preserve any unused LUEs after the Reservation Expiration.

Reservation Fees required to renew a reservation shall apply to and be calculated based on any unused LUEs. The Reservation Fee for the unused LUEs shall be calculated by the City Engineer sixty (60) days prior to the Reservation Expiration and paid by the Applicant on or before the Reservation Expiration.

4.04 CREDITS AND REIMBURSEMENTS

Notwithstanding the foregoing, the Parties agree that nothing herein shall be deemed to effect, conflict with, or in any way diminish Applicant's rights to any credits, offsets,

reimbursements, or rough proportionality determinations pursuant to Applicable Law and in accordance with the terms of the Development Agreements.

V. ADDITIONAL OBLIGATIONS

5.01 WASTEWATER SERVICE AGREEMENT

The Parties shall, within six (6) months of Applicant receiving written notice from the City that the City is able to accept flows from the Property for processing at the South Wastewater Treatment Plant owned by the City, execute a Wastewater Service Agreement.

Failure to enter into a Wastewater Service Agreement shall result in the termination of this Reservation Agreement and result in the forfeiture of all Reservation Fee(s) and loss of LUE reservation.

VI. VERIFICATIONS

6.01 GOVERNMENTAL CONTRACT CERTIFICATIONS

Applicant shall, for the term of this Reservation Agreement, remain in compliance with the terms and conditions outlined in **Exhibit B**, attached hereto.

6.02 HB 1295 COMPLIANCE

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, a conflict-of-interest form ("Disclosure of Interested Parties") must be filled out at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html. If applicable, the City has no obligation under this Reservation Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

VII. MISCELLANEOUS

7.01 NOTICES

Any notice required under this Reservation Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties below.

Applicant
Attn: Dustin L. Slack
Opus Development Company, L.L.C.
2306 Lake Austin Boulevard, Suite 214
Austin, TX 78703
Email: dustin.slack@opus-group.com

With copy to:
Attn: Legal Department
Opus Holding, L.L.C.

10350 Bren Road West
Minnetonka, MN 55343
Email: legalnotices@opus-group.com

With copy to:
Attn: Tyler Johnson
Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Email: tyler.johnson@foley.com

With copy to:
Attn: Katie King Ogden
Drenner Group PC
2705 Bee Cave Road, Suite 100
Austin, TX 78746
Email: kogden@drennergroup.com

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634
Email: James.Earp@Huttotx.gov

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: alan@texasmunicipallawyers.com

7.02 ASSIGNMENT

Except as provided herein below, the Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Reservation Agreement without the prior written consent of the other; provided, however, Applicant may, without the prior written consent of, or notice to, the City, assign this Reservation Agreement in whole or in part, including any obligation, right, title, or interest of Applicant under this Reservation Agreement, to (i) any related or affiliated entity of Applicant and (ii) any subsequent owner of all or a portion of the Property (each, a "Permitted Assignee"). Any attempted assignment, transfer, or delegation other than to a Permitted Assignee in violation of this provision is void and without effect.

Applicant may not assign its rights under this Reservation Agreement to any other party that:

(a) is delinquent on taxes or fees to the City;

(b) is in material default under any development or financing agreement with the City;

(c) lacks, in the discretion of the City and/or City Council, the experience, expertise, and the financial capacity and ability to perform the duties or obligations assigned under this Reservation Agreement; or

(d) is unable to certify compliance with all of the requirements presented herein.

Applicant shall provide the City with written notice of an intent to assign this Reservation Agreement to a person, party, or entity that is not a Permitted Assignee. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial, which approval shall not be unreasonably withheld, conditioned, or delayed. Assignment decisions are final.

Furthermore, notwithstanding the foregoing, Applicant may, without the prior written consent of, or notice to, the City, collaterally assign its rights and interests under this Reservation Agreement to any lender or institutional investor providing project financing to Applicant (a "Project Lender") as security for such financing, including by mortgage, deed of trust, pledge, or other security instrument. Any such collateral assignment shall not constitute a transfer or delegation of Applicant's obligations under this Reservation Agreement. Applicant shall provide the City written notice of the name and address of any Project Lender. Upon request, the City shall execute any reasonable estoppel certificates or consent to assignment documents required by the Project Lender. The City's rights under this Reservation Agreement shall be subject and subordinate to the lien of any such security instrument for so long as the related financing remains outstanding.

7.03 AMENDMENT

This Reservation Agreement may be amended only by the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council.

7.04 BINDING EFFECT

This Reservation Agreement shall be binding on and inure to the benefit of the Parties, their respective successors, and assigns.

7.05 ENTIRE AGREEMENT

This Reservation Agreement constitutes the entire agreement between Applicant and the City regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Reservation Agreement shall supersede all previous communications, representations, or agreements, either oral or written, regarding the subject matter hereof.

7.06 COUNTERPARTS

This Reservation Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same agreement.

7.07 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control (an "Event of Force Majeure"). For the purposes of this Reservation Agreement, Events of Force Majeure include, but are not limited to, the following: acts of God; fire; flood; explosion; vandalism; extreme or unusual weather events; changes in law, rules, or regulations outside the control of the affected Party; national emergencies; pandemics or similar occurrence; supplier failures, shortages, or breach or delay; unusual delay in obtaining the City's approval of plats, permits, or other development approvals required to construct and operate the Project; orders or acts of civil or military authority; riots or insurrections; or acts of terrorism. Except as otherwise provided herein, there shall be an equitable adjustment allowed for performance under this Reservation Agreement, and applicable deadlines will be extended accordingly, as the result of any Event of Force Majeure.

7.08 GOVERNING LAW AND VENUE

This Reservation Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Reservation Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. The Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

7.09 SEVERABILITY AND WAIVER

In the event that any provision of this Reservation Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Reservation Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Reservation Agreement shall not be a waiver of rights.

7.10 CONSIDERATION

This Reservation Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

7.11 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those rights, privileges, and immunities are not inconsistent with the terms of this Reservation Agreement.

7.12 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Reservation Agreement. This Reservation Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

7.13 APPROVALS

Applicant agrees to proceed expeditiously with the securing of any and all approvals necessary to develop the Project, which shall be accomplished at the sole cost and expense

of the Applicant, subject to the terms and provisions of the Development Agreements.

7.14 MUTUAL ASSISTANCE

The City and Applicant shall do all things reasonably necessary and appropriate to perfect the terms of this Reservation Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Reservation Agreement.

7.15 NO AGENCY

The Applicant is not an agent of the City nor is the City conducting a joint venture with the Applicant, and the Applicant will not represent to the contrary at any time.

7.16 EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – GOVERNMENTAL CONTRACTS CERTIFICATIONS

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and Applicant have caused this Reservation Agreement to be executed by their appropriate representatives, all of whom have been duly authorized to do so, on the date set forth below their respective names.

CITY:

THE CITY OF HUTTO, TEXAS,
a Texas home-rule municipal corporation

_____
James R. Earp, CPM, City Manager

Date: _____

ATTEST:

_____
Laura Hallmark, City Secretary

APPLICANT:

OPUS DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

_____
Name: _____
Title: _____

Date: _____

EXHIBIT "A" to RESERVATION AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION

BEING 50.849-acres of land situated in the Aaron Armstrong Survey, Abstract No. 26, Williamson County, Texas, being a remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas; said 50.849-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046", found on the northeastern right-of-way line of County Road No. 108 (R.O.W. Varies) for the southwestern corner of the remainder of said Tract 4, the northwestern corner of Lot 13, Block "A" of the T.K. Industrial Park subdivision as shown on a plat in Document No. 2018062874 of the Plat Records of Williamson County Texas, for the southwestern corner of this herein described tract;

THENCE: North 21°50'46" West a distance of 1343.14 feet along the northeastern right-of-way line of said County Road No. 108, a southwestern line of the remainder of said Tract 4 to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set for the northwestern corner of the remainder of said Tract 4, the southwestern corner of a 1.91-acre right of way dedication as shown in the plat of Cottonwood Creek, Section One Subdivision in Cabinet R, Slide 370 of the Plat Records of Williamson County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 68°39'52" East along the northwestern line of the remainder of said Tract 4, at 58.25 feet pass a 1/2-inch iron rod found for the southeastern corner of the said 1.91-acre right of way dedication, the southwestern corner of Lot 1, Block G of the said Cottonwood Creek, Section One Subdivision, a distance in all of 1095.83 feet to a 1/2-inch iron rod found ford the southeastern corner of said Cottonwood Creek, Section One Subdivision, the southwestern corner of Cottonwood Creek, Section Two Subdivision as shown on a plat in Cabinet U, Slide 282 of the Plat Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: North 68°41'40" East a distance of 577.47 feet continuing along the northwestern line of the remainder of said Tract 4, the southeastern line of said Cottonwood Creek Section Two Subdivision, to a 1/2-inch iron rod found on the southwestern line of that certain tract of land called to contain 57.895-acres as described in a General Warranty Deed to Ventana Hills, LTD in Document No. 2007068155 of the Official Public Records of Williamson County, Texas, for the southeastern corner of said Cottonwood Creek, Section Two Subdivision, for the northeastern corner of the remainder of said Tract 4, for the northeastern corner of this herein described tract;

THENCE: South 21°35'11" East a distance of 1270.77 feet along the northeastern line of the remainder of said Tract 4, the southwestern line of the Remainder of the said 57.895-acre tract to a 1-inch iron pipe found on the northwestern line of Alta Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southwestern corner of the said 57.895-acre tract, the southeastern corner of the remainder of said Tract 4, for the southeastern corner of this herein described tract;

THENCE: South 66°07'04" West a distance of 403.07 feet along a southeastern line of the remainder of said Tract 4, the northwestern line of the said ALTA Ed Schmidt Subdivision to a mag nail on top of wood post found for an interior corner of the remainder of said Tract 4, the northwestern corner of the said ALTA Ed Schmidt Subdivision, for a corner of this herein described tract;

THENCE: South 21°05'27" East a distance of 49.64 feet along a line of the remainder of said Tract 4, the southwestern line of the said ALTA Ed Schmidt Subdivision to a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for a corner of the remainder of said Tract 4, for the northeastern corner of the said T.K. Industrial Park Subdivision, for the southeastern corner of this herein described tract;

THENCE: South 68°26'51" West along the southeastern line of the remainder of said Tract 4, the northwestern line of the said T.K. Industrial Park Subdivision, at 884.63 feet pass a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for the northwestern corner of Lot 11, Block "A" and the northeastern corner of Lot 13, Block "A" of said T.K. Industrial Park, a distance in all of 1264.01 feet to the POINT OF BEGINNING and CONTAINING 50.849-acres of land.

SURVEYOR'S CERTIFICATION

To First American Title Insurance Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on October 21, 2025

Drawing Date: November 3, 2025
Revised Date: July 08, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
50.849 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 6 OF 6

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 169 Austin, TX 78746 512.441.9493

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 50 Alta Survey.dwg

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Williamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: September 3, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
18.733 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 3 OF 3

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046200
913 S. Capital of Texas Highway, Suite 330F Austin, TX 78746 512.661.9696

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 18-Acre Alta Survey 8x11.dwg

EXHIBIT "B" TO RESERVATION AGREEMENT

GOVERNMENTAL CONTRACT CERTIFICATIONS

1. Valid Entity. Applicant hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code

2. Israel Boycott. Applicant hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reservation Agreement is a contract for goods or services, will not boycott Israel during the term of this Reservation Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, '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. Applicant understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Applicant and exists to make a profit.

3. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither Applicant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Applicant is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. 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 Applicant and its respective parent companies, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Applicant understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Applicant and exists to make a profit.

4. Firearm Entity Boycotts. To the extent this Reservation Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Applicant hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any,

   (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

   (b) will not discriminate during the term of this Reservation Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Applicant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Applicant and exists to make a profit.

5. Energy Company Boycotts. To the extent this Reservation Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Applicant hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Reservation Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Applicant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Applicant and exists to make a profit.

EXHIBIT "I"

COST PARTICIPATION AGREEMENT
HUTTO TECH AND TRADE CENTER

The **City of Hutto, Texas**, a Texas home-rule municipal corporation (the "City") and **Opus Development Company, LLC**, a Delaware limited liability company ("Developer"), each a "Party" and collectively the "Parties", enter into this COST PARTICIPATION AGREEMENT (this "Participation Agreement"), effective as of _____, 2026 (the "Effective Date"), to govern the sharing of costs and benefits of certain improvements as defined herein, in accordance with the Development Agreements (defined herein below).

RECITALS

WHEREAS, Developer is the contract purchaser and developer of that certain approximately 50.849 acres of land located in the City of Hutto, Williamson County, Texas, (the "West Parcel") and that certain 18.738 acres of land located in the City of Hutto, Williamson County, Texas (the "East Parcel"). The West Parcel and East Parcel being collectively referred to herein as the "Property"), as more specifically described in **Exhibit A;**

WHEREAS, the West Parcel is subject to that certain Amended and Restated Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____, and the East Parcel is subject to that certain Annexation and Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____ (collectively, the "Development Agreements")

WHEREAS, Developer intends to develop the Project on the Property in accordance with the Development Agreements; and

WHEREAS, Developer has agreed, in accordance with the Development Agreements, to participate in the dedication of right-of-way and installation of certain roadway and wastewater infrastructure for the benefit of the City, including the CR108 ROW Dedication, the Collector Road Improvements, and the TIA Requirements, as such terms are defined in the Development Agreements and more specifically described and depicted on **Exhibit B** attached hereto (collectively referred to herein as, the "Road Improvements"), and the Offsite Wastewater Improvements, as such term is defined in the Development Agreements and more specifically described and depicted on **Exhibit C** attached hereto; the Road Improvements and the Offsite Wastewater Improvements sometimes collectively referred to herein as the "Improvements"); and

WHEREAS, the Parties desire to set forth in writing the terms and conditions of their agreement with respect to the dedication and construction of the Improvements by Developer (the "Work"), and the financial participation and payment obligations between the Parties in connection with the Costs of Work; and

NOW, THEREFORE, the Parties hereby agree as follows:

I. RECITALS

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

II. DEFINITIONS

Unless indicated otherwise herein, capitalized terms used herein shall have the meanings ascribed to them in the Development Agreements.

"City's Proportionate Share" means the City's proportionate share of the Costs of Work, as contemplated herein; provided however, in accordance with the terms of the Development Agreements, City's Proportionate Share shall in no event be less than an amount equal to one-half (½) of the total Costs of Work related to the Collector Road Improvements.

"Cost Sharing Calculation" means the calculation of pro rata costs shared between the Parties, as further described in **Exhibit D**.

"Costs of Work" shall include the market value of the right-of-way and required detention area(s) dedicated within the Property for the Improvements, as well as the Hard Costs and Soft Costs incurred in connection with the Work.

"Developer's Proportionate Share" means the Developer's proportionate share of the Costs of Work, as established in Section 5.01 of the Development Agreements and defined therein as the RP Determination.

III. SCOPE OF AGREEMENT AND TERM

3.01 SCOPE OF AGREEMENT

This Participation Agreement contemplates the sharing of the Costs of Work between the Parties in accordance with the terms of the Development Agreements and the Applicable Laws**.**

3.02 TERM OF AGREEMENT

This Participation Agreement shall be effective upon the Effective Date and shall expire, unless otherwise mutually agreed upon by the Parties, after completion of the Work and payment by the Parties of their pro rata shares in accordance with the terms of this Participation Agreement.

IV. DEVELOPER OBLIGATIONS

4.01 GENERAL

(a) Developer shall pay the applicable Impact Fees pursuant to the terms of the Development Agreements, as specifically provided therein and subject to the credit/offset provisions thereof.

(b) Developer agrees and accepts the following obligations as they relate to this

Participation Agreement:

(i) Required Certifications and Sample Form 1295. Developer shall, for the term of this Participation Agreement, remain in compliance with the terms and conditions outlined in **Exhibit D**, attached hereto. This includes the submittal of the Form 1295, Certificate of Interested Parties, with the Texas Ethics Commission online at www.ethics.state.tx.us/File. A sample of this form is included in **Exhibit D** for reference purposes, and a completed version of the form must be submitted.

(ii) Inspections. Developer shall, as confirmed by City inspections, remain in compliance with applicable UDC standards as they relate to the Improvements.

(iii) Performance and Payment Bonds. Developer shall execute prior to the commencement of and maintain for the duration of the Work, performance and payment bonds in accordance with Chapter 212 of the Texas Local Government Code, the costs of which shall be part of the Costs of Work.

(iv) Maintenance Bonds. Upon completion of the Work, Developer shall provide or cause the provision of a two (2) year maintenance bond in an amount equal to the cost of the construction of the Improvements, the costs of which shall be part of the Costs of Work.

4.02 DESIGN AND CONSTRUCTION

Subject to the terms of the Development Agreements and the City's agreement to pay the City's Proportionate Share of the Costs of Work, Developer has agreed to design and construct, and upon completion convey to the City, the Improvements and to fund Developer's Proportionate Share of the Costs of Work.

4.03 COST SHARE

Developer shall be responsible for Developer's Proportionate Share, as defined above and more particularly detailed on **Exhibit E**.

4.04 DEDICATION OF IMPROVEMENTS

Developer shall facilitate the dedication of the Improvements or portion of the Improvements, to the City following its completion. The Parties agree that no rendering of payment nor any use or occupancy of any improvement contemplated herein shall be interpreted as or constitute the acceptance of said improvement.

Acceptance of dedications by the City shall trigger City responsibility for the maintenance of accepted improvements.

V. CITY OBLIGATIONS

5.01 GENERAL

The City agrees to and accepts the following obligations as they relate to this Participation Agreement:

(a) Permits. The City shall issue, in accordance with Applicable Laws, all permits necessary for the completion of the Work.

(b) Easement Acquisition. In accordance with the terms of the Development Agreements, the City will provide to Developer use of all necessary City lands, rights-of-way and easements, within City ownership or control, for construction of the Improvements. Developer shall not be responsible for obtaining any offsite easements necessary for the construction of the Improvements, and pursuant to the Development Agreements, the City may exercise its power of eminent domain to acquire said necessary offsite easements.

(c) Wastewater Service. The City shall provide the Property with wastewater service sufficient to serve the ultimate build-out of the Project, in accordance with the Development Agreements and a validly executed Wastewater Reservation of Capacity Agreement. Sufficient Living Unit Equivalents have been calculated at an amount not to exceed two hundred twenty-one (221).

(d) Maintenance. After acceptance of the Improvements by the City, the City will assume responsibility for the maintenance of the accepted Improvements, and the Developer will not have any responsibility for any such maintenance

5.02 COST SHARE

The City shall be responsible for the City's Proportionate Share, as defined herein above and more particularly described in **Exhibit E**.

5.03 ESCROW ACCOUNT AND DRAW REQUESTS

Contemporaneously with its execution of this Participation Agreement, the City will fund into an escrow account (the "Escrow Account") established by _____ Title Company, licensed to conduct business in the State of Texas ("Escrow Agent"), an amount equal to the City's Proportionate Share, as more particularly set forth in the Cost Sharing Calculation on **Exhibit E** attached hereto (the "Escrowed Funds"). Developer shall be able to draw from the Escrowed Funds in connection with the design and construction of the Work in accordance with the terms of this Agreement.

Developer may draw on the Escrowed Funds in multiple advances, not more than once a month, periodically as the Work is completed, or upon completion of the Work, in Developer's sole discretion in accordance with the terms of this Participation Agreement and that certain Escrow Agreement executed as of even date herewith by and among Developer, the City, and Escrow Agent. Submitted draw requests must include, at a minimum, the following:

(a) A written progress report detailing the advancement of the Work, to date;

(b) A detailed statement presenting total Costs of the Work incurred, to date;

(c) An itemized statement detailing the Costs of the Work incurred since the preceding payment request; and

(d) Substantiating documentation, including, but not limited to, invoices received and payment rendered, justifying the currently submitted draw request.

The City reserves the right to reject draw requests if substantiating documentation is deemed, in its reasonable discretion, as incomplete or insufficient. Notice of incomplete or insufficient substantiating document shall be provided to Developer within five (5) business days of draw request submittal.

VI. REPRESENTATIONS AND WARRANTIES

6.01 DEVELOPER

Developer warrants and represents the following:

(a) Developer is a duly organized entity validly existing and in good standing under the laws of Texas with proper authority to execute this Participation Agreement and perform the obligations presented;

(b) Performance under this Participation Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound; and

(c) Developer has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect Developer's ability to perform its obligations under this Participation Agreement.

This Participation Agreement constitutes a legal, valid, and binding obligation of Developer enforceable in accordance with its terms.

6.02 CITY

The City warrants and represents the following:

(a) The City is a municipal corporation with full right and authority to enter into this Agreement and perform the obligations presented; and

(b) Performance under this Participation Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Participation Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

VII. MISCELLANEOUS

7.01 NOTICES

Any notice required under this Participation Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties below.

Developer
Attn: Dustin L. Slack
Opus Development Company, L.L.C.
2306 Lake Austin Boulevard, Suite 214
Austin, TX 78703

Email: dustin.slack@opus-group.com

With copy to:
Attn: Legal Department
Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343
Email: legalnotices@opus-group.com

With copy to:
Attn: Tyler Johnson
Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Email: tyler.johnson@foley.com

With copy to:
Attn: Katie King Ogden
Drenner Group PC
2705 Bee Cave Road, Suite 100
Austin, TX 78746
Email: kogden@drennergroup.com

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634
Email: James.Earp@Huttotx.gov

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

7.02 ASSIGNMENT

Except as provided herein below, the Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Participation Agreement without the prior written consent of the other; provided, however, Developer may, without the prior written consent of, or notice to, the City, assign this Participation Agreement in whole or in part, including any obligation, right, title, or interest of Developer under this Participation Agreement, to (i) any related or affiliated entity of Developer and (ii) any subsequent owner of all or a portion of the Property (each, a "Permitted Assignee"). Any attempted assignment, transfer, or delegation other than to a Permitted Assignee in violation of this provision is

void and without effect.

Developer may not assign its rights under this Participation Agreement to any other party that:

(a) is delinquent on taxes or fees to the City;

(b) is in material default under any development or financing agreement with the City;

(c) lacks, in the discretion of the City and/or City Council, the experience, expertise, and the financial capacity and ability to perform the duties or obligations assigned under this Participation Agreement; or

(d) is unable to certify compliance with all of the requirements presented herein.

Developer shall provide the City with written notice of an intent to assign this Participation Agreement to a person, party, or entity that is not a Permitted Assignee. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial, which approval shall not be unreasonably withheld, conditioned, or delayed. Assignment decisions are final.

Furthermore, notwithstanding the foregoing, Developer may, without the prior written consent of, or notice to, the City, collaterally assign its rights and interests under this Participation Agreement to any lender or institutional investor providing project financing to Developer (a "Project Lender") as security for such financing, including by mortgage, deed of trust, pledge, or other security instrument. Any such collateral assignment shall not constitute a transfer or delegation of Developer's obligations under this Participation Agreement. Developer shall provide the City written notice of the name and address of any Project Lender. Upon request, the City shall execute any reasonable estoppel certificates or consent to assignment documents required by the Project Lender. The City's rights under this Participation Agreement shall be subject and subordinate to the lien of any such security instrument for so long as the related financing remains outstanding.

7.03 AMENDMENT

This Participation Agreement may be amended only by the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council.

7.04 BINDING EFFECT

This Participation Agreement shall be binding on and inure to the benefit of the Parties, their respective successors, and assigns.

7.05 ENTIRE AGREEMENT

This Participation Agreement, together with the Development Agreement, constitutes the entire agreement between Developer and the City regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Participation Agreement shall supersede all previous communications, representations, or agreements, either oral or written, regarding the subject matter hereof.

7.06 COUNTERPARTS

This Participation Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same agreement.

7.07 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control (an "Event of Force Majeure"). For the purposes of this Participation Agreement, Events of Force Majeure include, but are not limited to, the following: acts of God; fire; flood; explosion; vandalism; extreme or unusual weather events; changes in law, rules, or regulations outside the control of the affected Party; national emergencies; pandemics or similar occurrence; supplier failures, shortages, or breach or delay; unusual delay in obtaining the City's approval of plats, permits, or other development approvals required to construct and operate the Project; orders or acts of civil or military authority; riots or insurrections; or acts of terrorism. Except as otherwise provided herein, there shall be an equitable adjustment allowed for performance under this Participation Agreement, and applicable deadlines will be extended accordingly, as the result of any Event of Force Majeure.

7.08 GOVERNING LAW AND VENUE

This Participation Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. The Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

7.09 SEVERABILITY AND WAIVER

In the event that any provision of this Participation Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Participation Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Participation Agreement shall not be a waiver of rights.

7.10 CONSIDERATION

This Participation Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

7.11 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those rights, privileges, and immunities are not inconsistent with the terms of this Participation Agreement.

7.12 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising

under or related to this Participation Agreement. This Participation Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

7.13 MUTUAL ASSISTANCE

The City and Developer shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Participation Agreement.

7.14 NO JOINT VENTURE

It is acknowledged and agreed by the Parties that the terms of this Participation Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

7.15 EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – ROAD IMPROVEMENTS
EXHIBIT C – WASTEWATER IMPROVEMENTS
EXHIBIT D – REQUIRED CERTIFICATIONS AND SAMPLE FORM 1295
EXHIBIT E – COST SHARING CALCULATION

[*SIGNATURE PAGES TO FOLLOW*]

EXECUTED to be effective as of the Effective Date as defined herein.

DEVELOPER:

OPUS DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

_____
Dustin Slack, Vice President

Date: _____

CITY:

CITY OF HUTTO, TEXAS,
a Texas home-rule municipal corporation

_____
James R. Earp, CPM, City Manager

Date: _____

ATTEST:

By: _____

Name: _____

Title: City Secretary

EXHIBIT "A" TO PARTICIPATION AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION

BEING 50.849-acres of land situated in the Aaron Armstrong Survey, Abstract No. 26, Williamson County, Texas, being a remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas; said 50.849-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046", found on the northeastern right-of-way line of County Road No. 108 (R.O.W. Varies) for the southwestern corner of the remainder of said Tract 4, the northwestern corner of Lot 13, Block "A" of the T.K. Industrial Park subdivision as shown on a plat in Document No. 2018062874 of the Plat Records of Williamson County Texas, for the southwestern corner of this herein described tract;

THENCE: North 21°50'46" West a distance of 1343.14 feet along the northeastern right-of-way line of said County Road No. 108, a southwestern line of the remainder of said Tract 4 to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set for the northwestern corner of the remainder of said Tract 4, the southwestern corner of a 1.91-acre right of way dedication as shown in the plat of Cottonwood Creek, Section One Subdivision in Cabinet R, Slide 370 of the Plat Records of Williamson County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 68°39'52" East along the northwestern line of the remainder of said Tract 4, at 58.25 feet pass a 1/2-inch iron rod found for the southeastern corner of the said 1.91-acre right of way dedication, the southwestern corner of Lot 1, Block G of the said Cottonwood Creek, Section One Subdivision, a distance in all of 1095.83 feet to a 1/2-inch iron rod found ford the southeastern corner of said Cottonwood Creek, Section One Subdivision, the southwestern corner of Cottonwood Creek, Section Two Subdivision as shown on a plat in Cabinet U, Slide 282 of the Plat Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: North 68°41'40" East a distance of 577.47 feet continuing along the northwestern line of the remainder of said Tract 4, the southeastern line of said Cottonwood Creek Section Two Subdivision, to a 1/2-inch iron rod found on the southwestern line of that certain tract of land called to contain 57.895-acres as described in a General Warranty Deed to Ventana Hills, LTD in Document No. 2007068155 of the Official Public Records of Williamson County, Texas, for the southeastern corner of said Cottonwood Creek, Section Two Subdivision, for the northeastern corner of the remainder of said Tract 4, for the northeastern corner of this herein described tract;

THENCE: South 21°35'11" East a distance of 1270.77 feet along the northeastern line of the remainder of said Tract 4, the southwestern line of the Remainder of the said 57.895-acre tract to a 1-inch iron pipe found on the northwestern line of Alta Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southwestern corner of the said 57.895-acre tract, the southeastern corner of the remainder of said Tract 4, for the southeastern corner of this herein described tract;

THENCE: South 66°07'04" West a distance of 403.07 feet along a southeastern line of the remainder of said Tract 4, the northwestern line of the said ALTA Ed Schmidt Subdivision to a mag nail on top of wood post found for an interior corner of the remainder of said Tract 4, the northwestern corner of the said ALTA Ed Schmidt Subdivision, for a corner of this herein described tract;

THENCE: South 21°05'27" East a distance of 49.64 feet along a line of the remainder of said Tract 4, the southwestern line of the said ALTA Ed Schmidt Subdivision to a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for a corner of the remainder of said Tract 4, for the northeastern corner of the said T.K. Industrial Park Subdivision, for the southeastern corner of this herein described tract;

THENCE: South 68°26'51" West along the southeastern line of the remainder of said Tract 4, the northwestern line of the said T.K. Industrial Park Subdivision, at 884.63 feet pass a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for the northwestern corner of Lot 11, Block "A" and the northeastern corner of Lot 13, Block "A" of said T.K. Industrial Park, a distance in all of 1264.01 feet to the POINT OF BEGINNING and CONTAINING 50.849-acres of land.

SURVEYOR'S CERTIFICATION

To First American Title Insurance Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on October 21, 2025

Drawing Date: November 3, 2025
Revised Date: July 08, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
50.849 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 6 OF 6

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10048100
512 S. Capital of Texas Highway, Suite 687 Austin, TX 78746 (512.441.9493)

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 50 Alta Survey.dwg

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Williamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: September 3, 2026

STATE OF TEXAS REGISTERED REX L. HACKETT 5573 PROFESSIONAL LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
18.733 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 3 OF 3

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10048100
912 S. Capital of Texas Highway, Suite 330 Austin, TX 78746 512.661.3648

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 18-Acre Alta Survey 8x11.dwg

EXHIBIT "B" TO PARTICIPATION AGREEMENT

ROAD IMPROVEMENTS

[*See Attachment*]

EXHIBIT "B"
Road Improvements

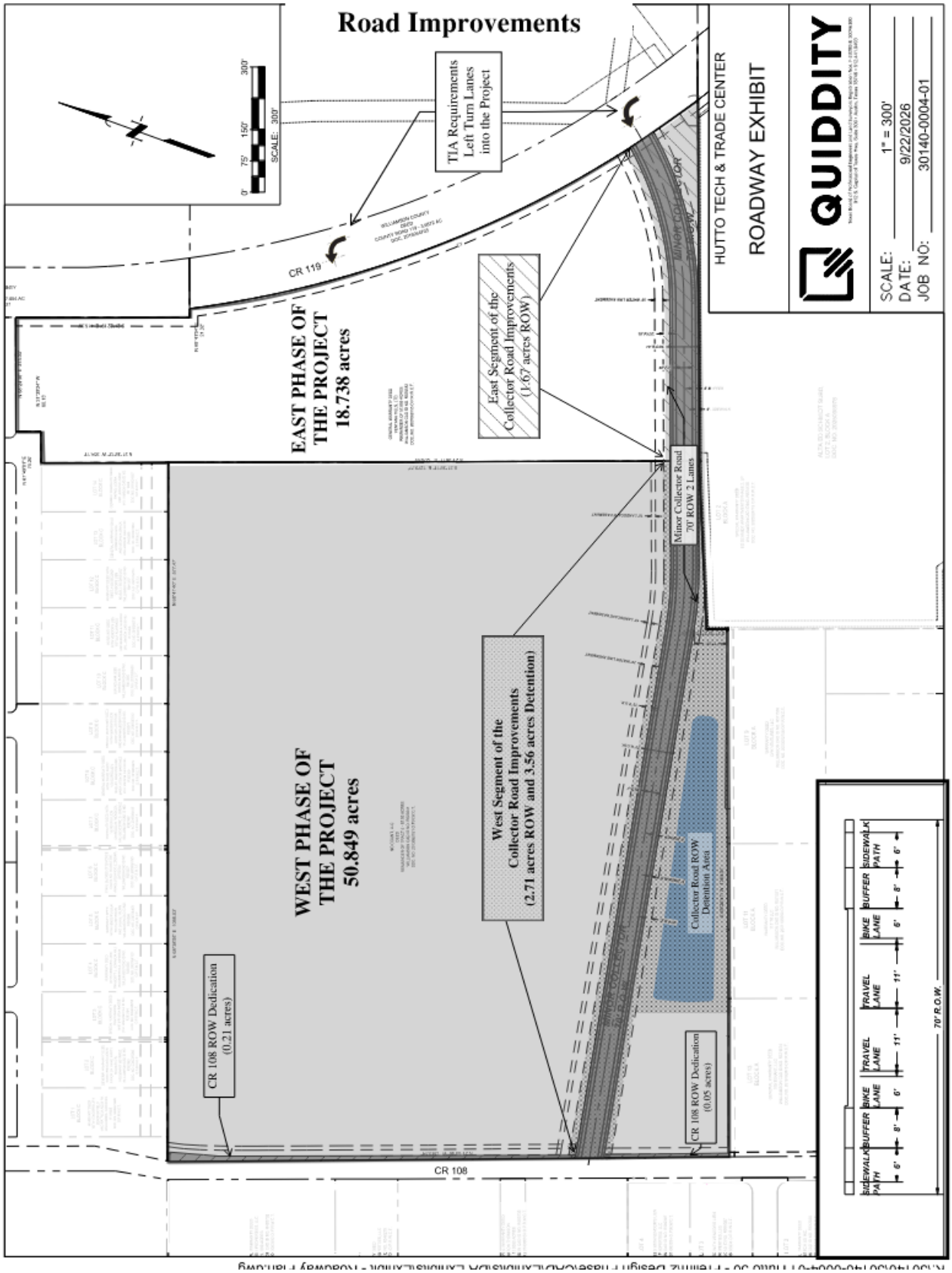

EXHIBIT "C" TO PARTICIPATION AGREEMENT

WASTEWATER IMPROVEMENTS

[*See Attachment*]

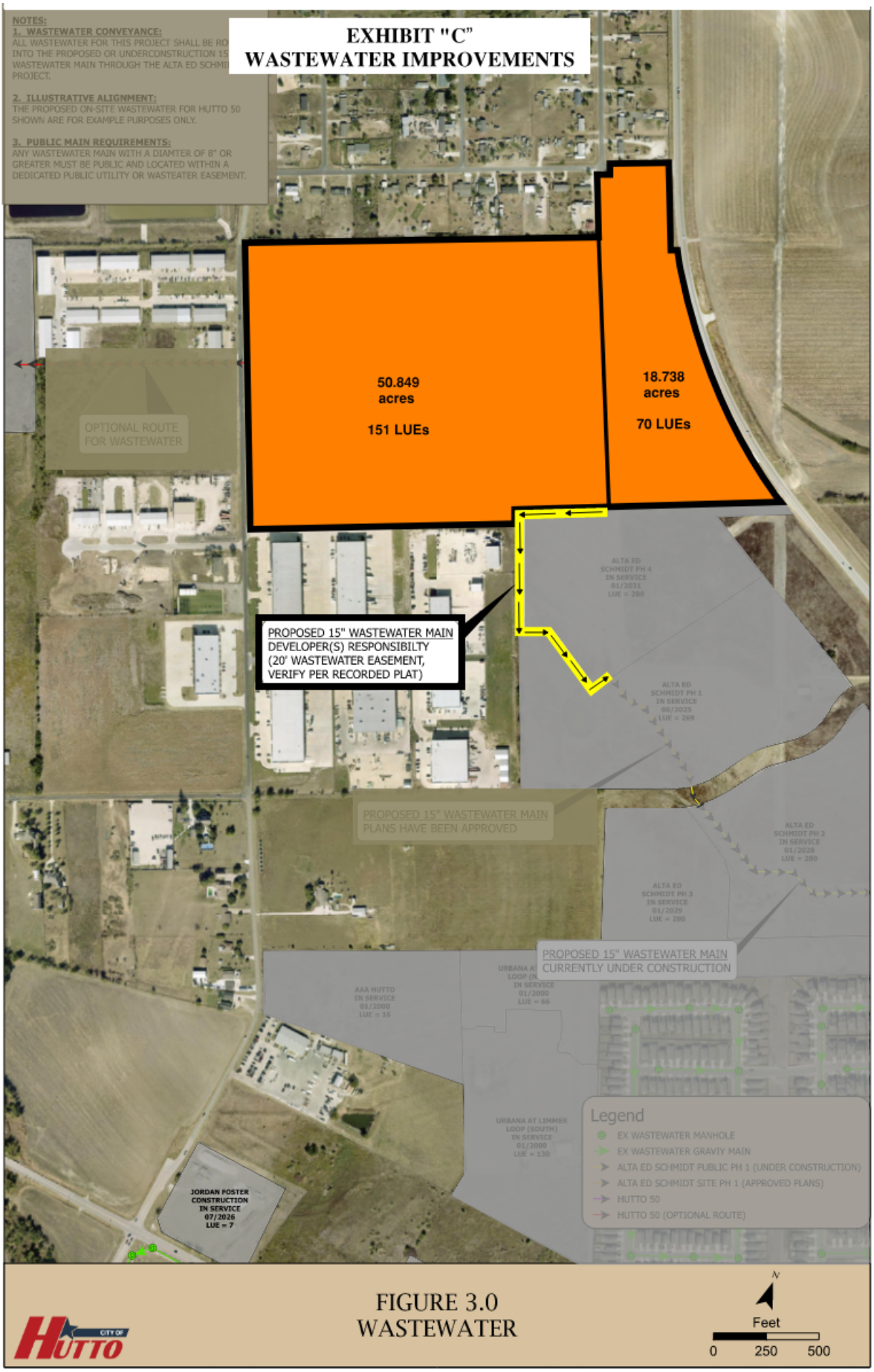

FIGURE 3.0
WASTEWATER

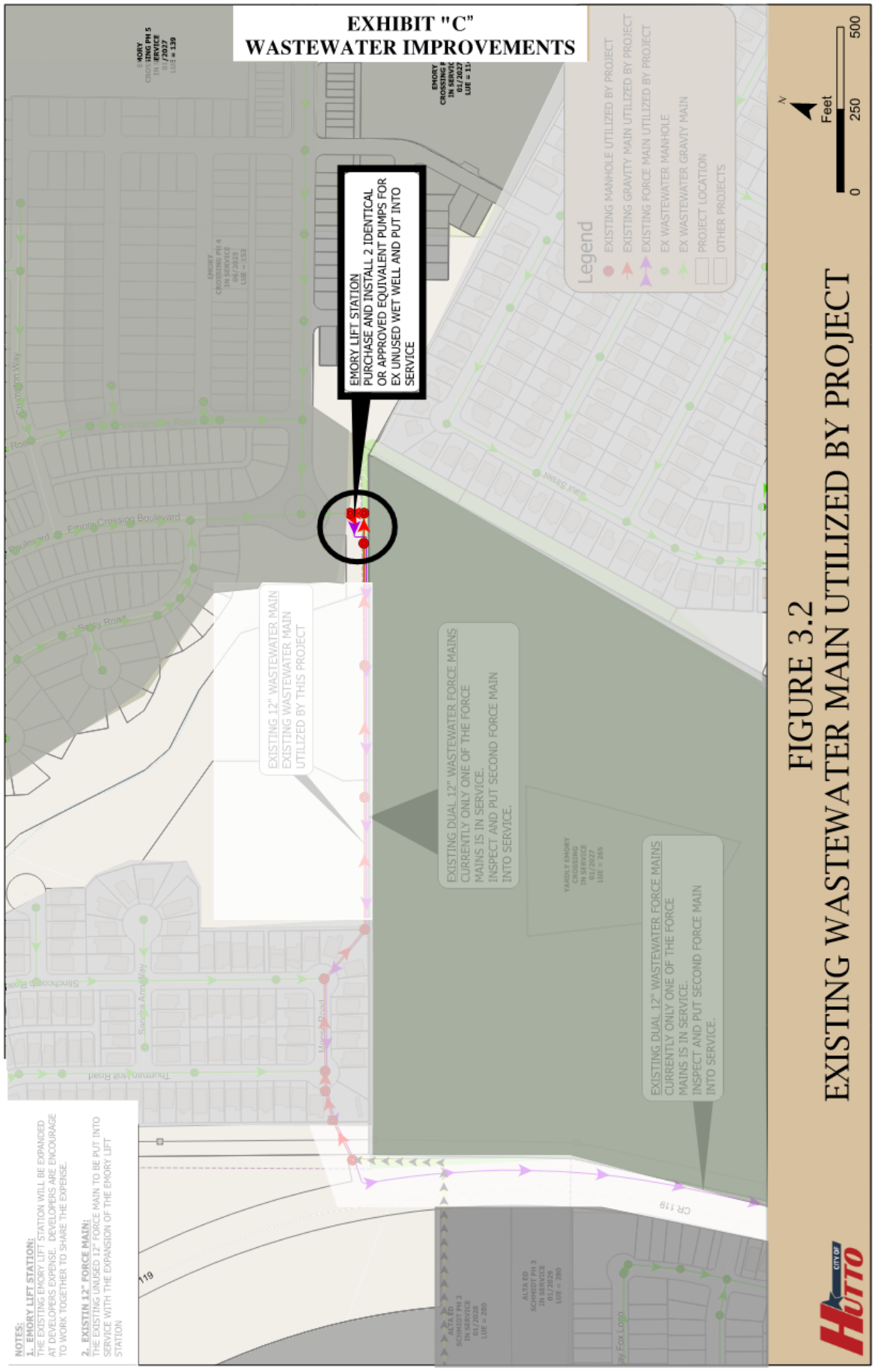
EXHIBIT "C"
WASTEWATER IMPROVEMENTS
EMORY LIFT STATION
PURCHASE AND INSTALL 2 IDENTICAL OR APPROVED EQUIVALENT PUMPS FOR EX UNUSED WET WELL AND PUT INTO SERVICE
EXISTING 12" WASTEWATER MAIN
EXISTING WASTEWATER MAIN UTILIZED BY THIS PROJECT
EXISTING DUAL 12" WASTEWATER FORCE MAINS CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE. INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
EXISTING DUAL 12" WASTEWATER FORCE MAINS CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE. INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
Legend
EXISTING MANHOLE UTILIZED BY PROJECT
EXISTING GRAVITY MAIN UTILIZED BY PROJECT
EXISTING FORCE MAIN UTILIZED BY PROJECT
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
PROJECT LOCATION
OTHER PROJECTS
Feet
0
250
500
FIGURE 3.2
EXISTING WASTEWATER MAIN UTILIZED BY PROJECT
NOTES:
1. EMORY LIFT STATION:
THE EXISTING EMORY LIFT STATION WILL BE EXPANDED AT DEVELOPERS EXPENSE. DEVELOPERS ARE ENCOURAGE TO WORK TOGETHER TO SHARE THE EXPENSE.
2. EXISTIN 12" FORCE MAIN:
THE EXISTING UNUSED 12" FORCE MAIN TO BE PUT INTO SERVICE WITH THE EXPANSION OF THE EMORY LIFT STATION

EXHIBIT "D" TO PARTICIPATION AGREEMENT
REQUIRED CERTIFICATIONS AND SAMPLE FORM 1295

1. Valid Entity. Owner hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code

2. Israel Boycott. Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, '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. Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

3. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. 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 Owner and its respective parent companies, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

4. Firearm Entity Boycotts. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any,

    (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

5. Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

6. Undocumented Workers. Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Owner is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

7. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, a conflict-of-interest form ("Disclosure of Interested Parties") must be filled out at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html. If applicable, the City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

8. Form 1295. A completed version of this form has been provided to the City and is hereby incorporated and attached to this **Exhibit D**.

EXHIBIT "E" TO PARTICIPATION AGREEMENT
COST SHARING CALCULATION

Hutto Tech and Trade -West
HUTTO 69
IN SERVICE DATE
10/01/2028
LUE = 200
ALTA ED
SCHMIDT PH 4
IN SERVICE
01/2031
LUE = 280
ALTA ED
SCHMIDT PH 1
IN SERVICE
06/2025
LUE = 269
ALTA ED
SCHMIDT PH 2
IN SERVICE
01/2028
LUE = 280
ALTA ED
SCHMIDT PH 3
IN SERVICE
01/2029
LUE = 280
HIGHWAY
130 MIXED USE
IN SERVICE
01/2000
LUE = 504
AAA HUTTO
IN SERVICE
01/2000
LUE = 16
URBANA AT LIMMER
LOOP (SOUTH)
IN SERVICE
01/2000
LUE = 130
County Road 108
County Road 119
County Road 109
Rain Creek Dr
Purple Sage Ln
Little Elm Way
Yaupan Dr
Iron Rd
Redfish Ln
Bluegill Dr
Gemsbok Rd
LEGEND
PROJECT LOCATION
OTHER PROJECTS

ELECTRONICALLY RECORDED 2019094434
Williamson County, Texas Total Pages: 20

RESOLUTION NO. R-19-09-19-11C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND NO-COUNT LLC, FOR 50.8268 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and No-Count LLC, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **19th** day of the month **September, 2019.**

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

THE CITY OF HUTTO INCORPORATED 1911

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

SECTION 212.172 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into pursuant to Section 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and No-Count, LLC, a Texas limited liability company (the "Owner"), to be effective as of SEPT. 12, 2019 (the "Effective Date"). The City and the Owner are sometimes referred to herein individually as a "Party", or collectively as the "Parties".

RECITALS

WHEREAS, Owner owns approximately **50.8268 acres** of real property located within Williamson County, Texas (the "County"), which property is more particularly described by metes and bounds on **Exhibit A** ("Property") attached hereto and incorporated herein by reference;

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City;

WHEREAS, Owner desires the Property remain in the City's ETJ until development occurs and be developed pursuant to mutually agreeable governing regulations that will remain in place for the Term of the Agreement, in consideration for which the Parties agree to enter into this Agreement;

WHEREAS, the Parties have agreed that the Property will continue to remain within the City's ETJ and be immune from annexation by the City until certain development occurs, as further provided by this Agreement;

WHEREAS, it is the Parties' mutual intent that during the Term, this Agreement sets forth the development regulations on the Property, and if during the Term there is a direct conflict between a City development regulation and this Agreement, the terms of this Agreement control;

WHEREAS, the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted pursuant to Section 212.172 of the Texas Local Government Code; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I

DEVELOPMENT REGULATIONS

1.1 Use of Property. Prior to filing a preliminary plat application with the City for all or any portion of the Property, the Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with Chapter 23 of the Texas Tax Code, or for existing single-family residential use of the Property, without the prior written consent of the City. Upon filing a preliminary plat application for all or any portion of the Property with the City, the portion(s) of the Property subject to the preliminary plat application will be governed by the Governing Regulations (defined below).

1.2 Governing Regulations. Upon annexation into the City's corporate limits of all or any portion of the Property, development of the portion(s) of the Property that have been annexed shall be governed by the following regulations (collectively, the "Governing Regulations") for the Term of the Agreement:

(a) except as modified in the Development Regulations (defined below) the Unified Development Code of the City of Hutto, Texas, as amended, in effect on the date an application for a preliminary plat of all or any portion of the Property is filed with the City (the "UDC"), including but not limited to the zoning regulations for the City, Chapter 6 of the UDC (the "Subdivision Regulations"), Chapter 8 of the UDC (the "Stormwater and Drainage Regulations") and Chapter 4, Section 10.410 of the UDC (the "Sign Ordinance");

(b) the development regulations for the Property set forth in Section 1.4 of this Agreement (the "Development Regulations"); and

(c) upon annexation pursuant to Section 3.1 of this Agreement, the uniform building codes, as amended from time to time, including any local amendments thereto adopted by the City (the "Building Codes"). The term "Building Codes," as applied to a particular building shall mean the Building Codes in effect on the date an application is filed for a building permit for the building in question. The Parties envision that annexation of the Property will occur in phases as the Property is developed. The Building Codes shall only apply to the portion(s) of the Property that have been annexed into the City, upon such annexation.

During the Term of this Agreement, the Governing Regulations are the regulations for development of the Property. The Governing Regulations are considered part of this Agreement and are incorporated herein by reference.

1.3 Timing of Plat Applications. The Owner covenants and agrees that it will not file any type of subdivision plat for the Property with Williamson County, the City, or any other governmental entity that has jurisdiction over the Property until Owner has filed a voluntary annexation petition for the portion(s) of the Property included within the boundaries of the subdivision plat in accordance with Section 3.1. of this Agreement. Plats may be filed in phases

and only the portion(s) of the Property included within the boundaries of a subdivision plat submitted to the City are required to be annexed.

1.4 Development Regulations. There are two development options for how the Property may be developed: (1) in accordance with the B-2 commercial: general district ("B-2 District"), subject to the same allowed uses and conditions applicable in the B-2 district set forth in the UDC; or (2) in accordance with the LI industrial: light industry district ("LI District"), subject to the same allowed uses and conditions applicable in the LI district set forth in the UDC. The development option (B-2 District or LI District) shall be selected by Owner in Owner's site plan application(s). The development option that Owner selects in the initial site plan for land subject to a final plat will determine the allowed uses and development standards (based on either the B-2 District or the LI District) for the remainder of the land included in the same final plat as the land included in the initial site plan. Each land area subject to a separate final plat may be developed with a different development option.

1.5 Compliance with House Bill 2439. All aesthetic requirements of the zoning district, as outlined in the Unified Development Code or Planned Unit Development, as adopted and amended, shall be followed in a manner consistent with House Bill 2439 of the 86th Regular Legislative Session passed by the Texas Senate on May 19, 2019.

1.6 Conflicts. In the event of any conflict between the Development Regulations and any other City development regulations that apply to the Property, the Development Regulations shall control.

ARTICLE II
UTILITIES AND FEES

2.1 Wastewater Service.

(a) The Property may be connected to wastewater service through (a) a tie-in to the wastewater facilities depicted on **Exhibit B** planned to be constructed by a neighboring landowner; (b) or an alternative connection mutually agreed upon by Owner and the City.

(b) The City shall be the retail provider of wastewater service to the Property. If the City is at any time unable or unwilling to provide adequate wastewater treatment capacity for the Property for development permitted under this Agreement, the City agrees and consents to Owner's use of septic tanks to treat wastewater for development located on the Property. At Owner's request, if after a period of two years from the Effective Date, the City is unable or unwilling to provide adequate wastewater service, the City agrees to work in good faith with Owner to allow an alternative retail provider, a municipal utility district or other similar district to provide retail wastewater service to the Property.

2.2 Water Service.

(a) The Property may be connected to water service through (a) a tie-in to the water facilities depicted on **Exhibit C** planned to be constructed by a neighboring

landowner; (b) or an alternative connection mutually agreed upon by Owner and the City or the Jonah S.U.D.

(b) Jonah S.U.D. will be the retail provider of water service to the Property.

(c) The City does not object to the use of water wells, subject to any applicable state rules and regulations, as a potable water supply for the Property.

ARTICLE III
ANNEXATION AND ZONING

3.1 Annexation.

(a) The Parties agree that the Property may be annexed in phases to coincide with development of the Property. Prior to submission of a preliminary plat, Owner shall file a voluntary annexation petition with the City for the portion of the Property to be subject to the preliminary plat, entitling the City to annex the subject portion of the Property included in the annexation petition. The City shall annex such portion(s) of the Property within 90 days after receipt of an annexation petition. Except for portion(s) of the Property voluntarily annexed pursuant to this Section 3.1, for the Term of this Agreement the City agrees to the continuation of the extraterritorial status of the Property, its immunity from annexation by the City and its immunity from City property taxes, subject to the provisions of this Agreement. During the Term of this Agreement, the City will not annex into its corporate limits any portion of the Property other than portion(s) of the Property included in a voluntary annexation petition filed by Owner in accordance with this Section 3.1.

(b) Upon expiration of the Term of this Agreement, Owner, its heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation for the annexation of the Property (or remainder of the Property) to be completed on or after the end of the Term. Except as set forth in Section 3.1(a) or in the limited remedy in Section 4.2(b), the City may only commence the voluntary annexation of the Property on or after expiration of the Term. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7).

(c) As portion(s) of the Property are annexed into the City, the City shall provide services to all or a portion of the Property (in addition to services already provided under Article II), as applicable, in accordance with the service plan enclosed as **Exhibit C** and Section 43.056 of the Texas Local Government Code.

3.2 Zoning. Upon annexation of all or a portion of the Property pursuant to Section 3.1 or Section 4.2(b), the applicant shall submit a zoning application requesting either B-2 District or LI District zoning and the City shall consider zoning to the extent allowed by law, with regulations identical to those in the Development Regulations in accordance with the provisions of applicable law and the City's Code of Ordinances. Owner may submit separate zoning applications for portions of the Property so that some application(s) may be for B-2 District zoning and some application(s) may be for LI District zoning.

ARTICLE IV
EVENTS OF DEFAULT; REMEDIES

4.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event less than forty-five (45) days) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

4.2 Remedies.

(a) Except as provided in 4.2(b) below, as compensation for the other Party's default, an aggrieved Party is limited to seeking specific performance of the other Party's obligations under this Agreement.

(b) If Owner files a subdivision plat in violation of Section 1.3 or if the Owner commences development of the Property for a use other than agriculture, wildlife management, timber land, or the existing single-family residential use on the Property prior to filing a preliminary plat with the City in violation of Section 1.1, and such act remains uncured beyond the applicable notice and cure period, then such act will constitute a petition for voluntary annexation by the Owner for such portion of the Property that is the subject of the subdivision plat or such portion of the Property that has been developed in violation of Section 1.1. The City may, in its discretion, subject the Property (or portion thereof) to annexation by the City. In such an instance, Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). In the event of such an annexation as a result of Owner's violation of Section 1.1 or 1.3, services will be provided to the annexed Property in accordance with Section 3.1(c). Owner waives any vested rights claims that it may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of actions Owner has taken set forth in the first sentence of this Section 4.2(b).

ARTICLE V
ASSIGNMENT; ENCUMBRANCE

5.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Owner may assign the Agreement, in whole or in part, to a future purchaser or owner of all or any portion of the Property without the prior written consent of the City, but upon written notice to the City. Except with respect to future owners, Owner may not assign the Agreement without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Owner and the assignee and shall obligate the assignee to be bound by this Agreement to the

extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned.

5.2 Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

5.3 Notice of Assignment. The following requirements shall apply in the event that the Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

(a) the Owner must provide written notice to the City to the extent required under Section 5.1 after any such sale, assignment, transfer, or other conveyance;

(b) prior to the sale, assignment, transfer, or other conveyance, the Owner must give written notice of this Agreement to the prospective purchaser or grantee;

(c) any such notice under this Section 5.3 must describe the extent to which any rights or benefits under this Agreement have been or will be sold, assigned, transferred, or otherwise conveyed;

(d) the notice to the City must state the name and mailing address of the person(s) that have acquired any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and

(e) any such notice must be signed by a duly authorized person representing the Owner.

ARTICLE VI
RECORDATION AND ESTOPPEL CERTIFICATES

6.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records of Williamson County, Texas. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Parties. This Agreement, when recorded, shall be binding upon the Parties, their successors and permitted assigns for the Term of the Agreement.

6.2 Estoppel Certificates. From time to time upon written request of the Owner or any future owner, and upon the payment to the City of a $100.00 fee, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate, which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining Term of this Agreement, and such other matters reasonably requested by the party to receive the certificate.

ARTICLE VII
GENERAL PROVISIONS

7.1 Term. The term of this Agreement shall be twenty-five (25) years after the Effective Date unless extended by mutual agreement of the Parties ("Term"), provided however, that the total duration of this Agreement, including successive renewals or extensions, may not exceed forty-five (45) years.

7.2 Inspections and Acceptance of Public Infrastructure. The City shall accept and inspect any public infrastructure necessary to support the proposed development within the Property, including water, sanitary sewer, drainage, and street improvements for compliance with City Code provisions, and other ordinances or regulations duly adopted by the City Council relating to the same.

7.3 Eminent Domain. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

ARTICLE VIII
ADDITIONAL PROVISIONS

8.1 Notices. Any notice, submittal, or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:
Attn: City Manager
City of Hutto, Texas
500 W. Live Oak Street
Hutto, Texas 78634

To the Owner:
No-Count, LLC
Attn: Gary Olander
311 Royale Heights Lane
Houston, Texas 77024

With a copy to:
Winstead PC
Attn: Laura Hoffmann
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

8.2 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of

any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

8.3 Authority. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents that it is the current owner of the Property and to its knowledge there is no other person claiming an ownership interest in the Property who has not signed the Agreement. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so.

8.4 Severability and Amendment. This Agreement shall not be modified or amended except by mutual agreement in writing and signed by both Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable for any reason, including the covenants regarding involuntary annexation, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

8.5 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Williamson County, Texas. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in Williamson County, Texas.

8.6 Enforceability and Non Waiver. Each Party acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law. This Agreement may be enforced by any Party by any proceeding at law or equity. Failure by a Party to enforce any provision of the Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes 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.

8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.8 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended, including but not limited to war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor or materials, unreasonable delays by the City (based on the then-current workload of the City department(s) responsible for undertaking the activity in question) in issuing any permits, consents, or certificates of occupancy or conducting any inspections of or with respect to the Property and development thereon, or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not.

8.9 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of both the City and Owner expressly amending the terms of this Agreement.

8.10 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY:

By: _____
Odis Jones
City Manager, City of Hutto, Texas

Date: 9-10-19

APPROVED AS TO FORM:

Name: Melissa Lecas
Title: Attorney for the City

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 10th day of September, 2019 by Odis Jones, City Manager, City of Hutto, Texas, on behalf of said City.

(SEAL)

CHRISTINE MARIE LUCAS
Notary ID #131291528
My Commission Expires
September 22, 2021

Christine Marie Lucas
Notary Public, State of Texas

Name printed or typed: Christine Marie Lucas

Commission Expires: September 22, 2021

OWNER:

NO-COUNT HUTTO, LLC,
a Texas limited liability company

By: _____
Name: SAM OLANDER
Title: VP | MEMBER

Date: SEPT. 10, 2019

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 10th day of September, 2019 by Sam Olander, VP of No-Count Hutto, LLC, a Texas limited liability company, on behalf of said entity.

(SEAL)

Loveda Ann Lockey
Notary Public, State of Texas

Name printed or typed: Loveda Ann Lockey

Commission Expires: 10/15/2020

Loveda Ann Lockey
Notary Public
State of Texas
Comm Exp. 10/15/2020
Notary ID 12508876-9

Exhibit A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

BEING a 87.56-acre tract of land situated in the Aaron Armstrong Survey, Abstract No. 26, Williamson County, Texas and being that part East of County Road No. 108 of that certain tract of land conveyed by deed to Arthur Olander as recorded in Volume 378, Page 576, Deed Records of Williamson County, Texas. Surveyed on the ground in the month of October, 1978, by R. T. Magness, Jr., Registered Professional Engineer, and being more particularly described as follows:

BEGINNING at an iron pin set marking the N.E. corner of said Olander Tract, for the N.E. corner hereof;

THENCE S 71° 08' W, 1672.98 feet with the North line of said Olander Tract to an iron pin set in the East line of County Road No. 108, for the N.W. corner hereof;

THENCE S 19° 24' E, 2614.00 feet with said East line of County Road No. 108 to an iron pin set by existing fence corner post, for the S.W. corner hereof;

THENCE along the South line of the 87.56 acre tract, along an existing wire fence; N 70 deg. 18 min. 35 sec., East 951.05 feet to a nail found in top of a post; North 67 deg. 40 min. 50 sec., East 307.63 feet to an iron pin set under a nail found on the West edge of a fence corner post at the lower southeast corner of the said 87.56 acre tract;

THENCE N 19° 02' W, 1287.86 feet with fence line to an iron pin set by existing corner post, for an inner corner hereof;

THENCE N 66° 03' E, 401.99 feet with fence line to an iron pin found marking the most northerly S.E. corner hereof;

THENCE N 19° 10' W, 1270.84 feet with the East line of said Olander Tract to the place of BEGINNING and containing 87.56 acres of land.

LESS:

36.7332 ACRES OUT OF THE AARON ARMSTRONG SURVEY ABSTRACT NO. 26 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 87.56 ACRE TRACT DESCRIBED AS TRACT 4 IN DEED TO NO-COUNT, LLC RECORDED IN DOC. NO. 2013060751 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a mag nail found in a fence post on the East R.O>W. of County Road 108 being the Northwest corner of a 27.985 acre tract conveyed to Todd Riggan in Doc. No. 2007024092 Official Records of Williamson County, Texas also being the Southwest corner of said 87.56 acre tract for the Southwest corner of this tract and the POINT OF BEGINNING.

THENCE N21°50'98"W with the East R.O.W. of County Road 108, a distance of 1,271.16 feet to a ½" iron pin set for the Northwest corner of this tract.

THENCE N68°27'08"E through the interior of said 87.56 acre tract, a distance of 1,264.01 feet to a ½" iron pin set being on the common line of said 87.56 acre tract and a 8.36 acre tract called Tract 1 in said Doc. No. 2013060751 from which a mag nail found in a fence post at the Northwest corner of said 8.36 acre tract bears N21°36'16"W, 50.00 feet for the Northeast corner of this tract.

THENCE S21°36'16"E with the East line of said 87.56 acre tract, passing the West common corner of said 8.36 acre tract and a 3.50 acre tract called Tract 3 in said Doc. No. 2013060751, in all a distance of 1,255.61 feet to a ½" iron pin found being the Southwest corner of said 3.50 acre tract, the Southeast corner of said 87.56 acre tract also being on the North line of said 27.895 acre tract for the Southeast corner of this tract.

THENCE with the common line of said 87.56 acre tract and said 27.895 acre tract the following two (2) courses:

1) S65°49'12"W, a distance of 307.66 feet to a mag nail in a fence post found.

2) S68°22'04"W, a distance of 951.35 feet to the POINT OF BEGINNING and containing 36.7332 acres, more or less.

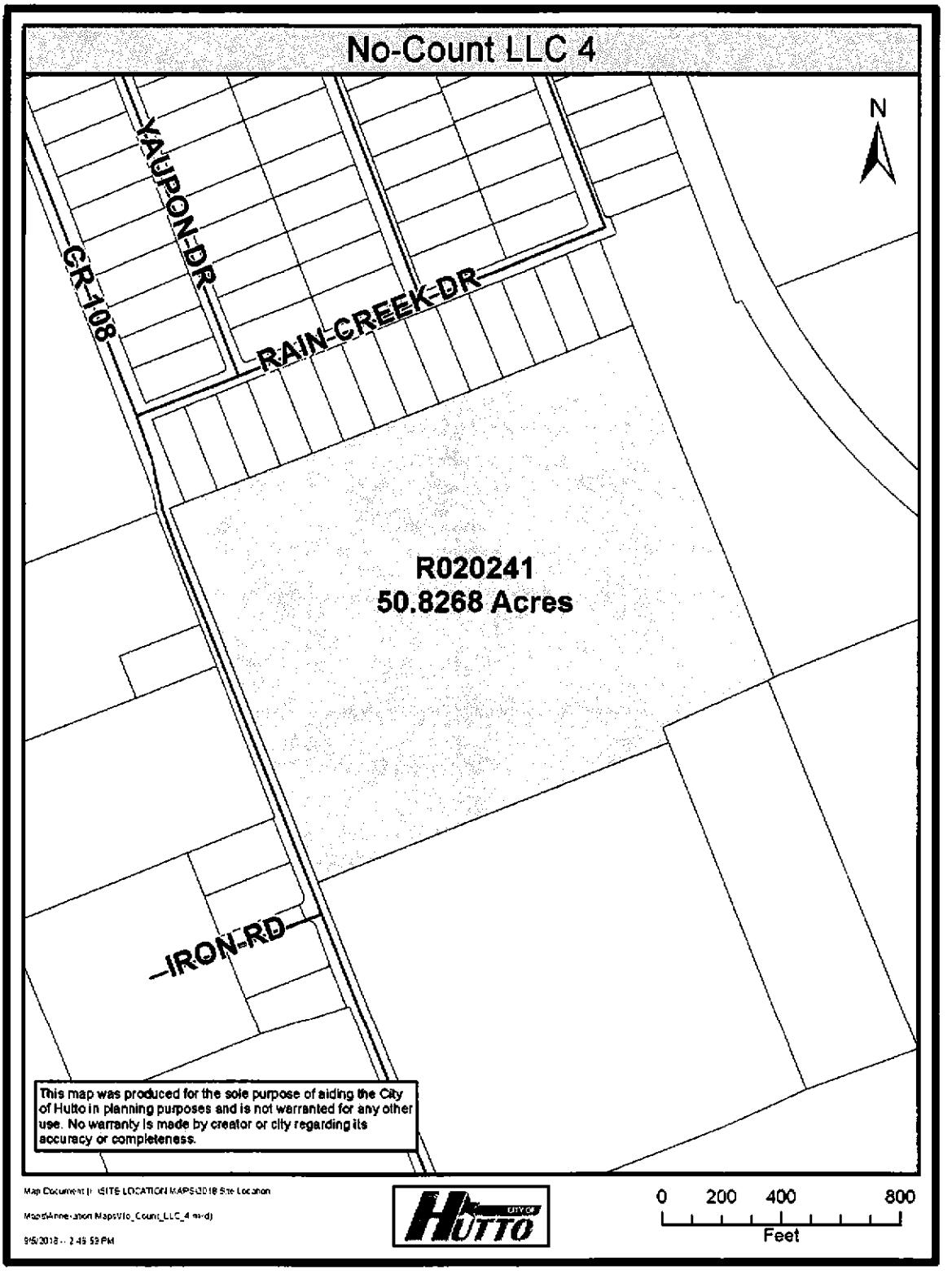

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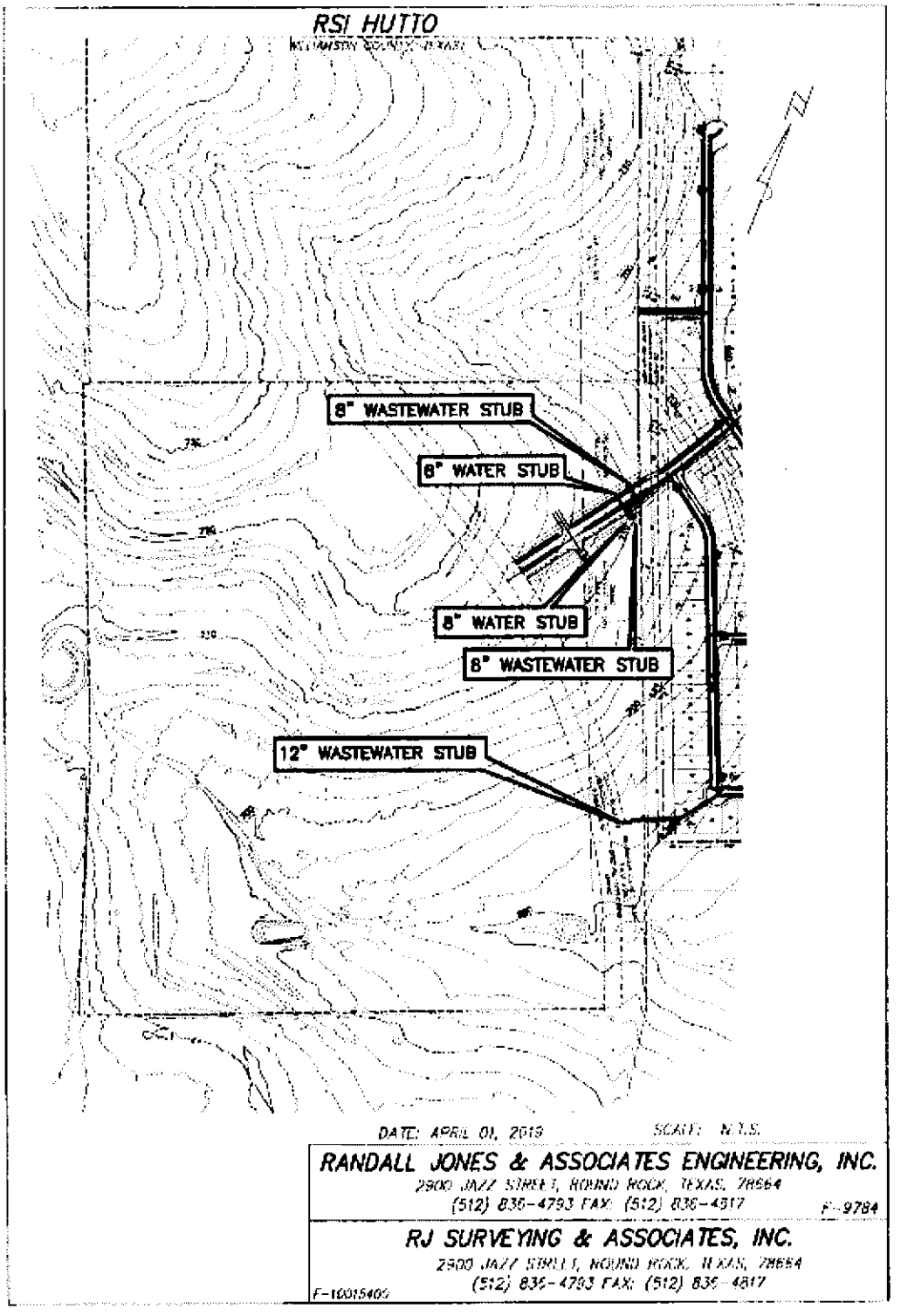
Exhibit B



RECORDERS MEMORANDUM

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Exhibit C

MUNICIPAL SERVICE PLAN FOR PROPERTY UPON ANNEXATION

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

FIRE

Existing Services: Williamson County Emergency Service District #3

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

POLICE

Existing Services: Williamson County Sheriff's Department

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

BUILDING INSPECTION

Existing Services: None

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

PLANNING AND ZONING

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

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

RECORDERS MEMORANDUM

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LIBRARY

Existing Services: None

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

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

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

STREET MAINTENANCE

Existing Services: Williamson County

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

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

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

STREET LIGHTING

Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING

Existing Services: None

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

WATER SERVICE

Existing Services: None

Services to be Provided:
Water service to the properties will be provided by Jarrah S.U.D.

RECORDERS MEMORANDUM

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SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided

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

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided

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

PARKS AND TRAILS

Existing Service: None

Services to be Provided

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

MISCELLANEOUS

Existing Service: None

Services to be Provided

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

RECORDERS MEMORANDUM

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ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2019094434

Pages: 20 Fee: $109.00
10/03/2019 09:50 AM

Nancy E. Rister, County Clerk
Williamson County, Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1513501

Date Filed:
09/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
No-Count, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
R-19-09-19-11C
Amended Development Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Olander, Gary	~~Austin,~~ Houston TX United States	X	
Olander, David	Austin, TX United States	X	
McIver, Rosellyn	Brenham, TX United States	X	
Story, Mary Beth	Driftwood, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is GARY OLANDER, and my date of birth is [redacted]

My address is 518 REGENTVIEW, HOUSTON (city), TX (state), 77079 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 15 day of SEPT. (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
9.9.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-189 approving an Annexation and Development Agreement by and between the City of Hutto and Ventana Hills, Ltd., for the development of a multi-building project consisting of primarily industrial uses and all related improvements known as the Hutto 69. (Sara Cervantes)
Meeting:	Thursday, October 1, 2026
Department:	Community Services & Culture /
Staff Contact:	Sara Cervantes

ITEM SUMMARY:

Hutto 69, an industrial project composed of multiple buildings and all related improvements ("Project"), is proposed on 18.738 acres of land located in the extraterritorial jurisdiction of the City of Hutto, Williamson County, Texas. This Project is separate, but will present a contiguous portion of, the Hutto Tech and Trade - West development subject to City Council consideration and possible action also on this agenda.

This Annexation and Development Agreement reflects the dedication of necessary right of way, design, and construction completion of an east-west connector, labeled as Project #X18 on the City of Hutto's Master Mobility Plan, connecting the northbound service road of State Highway 130 to County Road 119.

STAFF RECOMMENDATION:

Staff recommends approval of the Annexation and Development Agreeement, as presented.

FISCAL NOTES:

No current fiscal impact.

ATTACHMENTS:

1. Resolution_Annexation and Development Agreement_Ventana Hills, LLC
2. OPUS - Hutto 69 - Parcel B - Development Agreement_Ventana Hills Ltd_FINAL CLEAN(1)
3. Map_Hutto 69
4. Ventana Hills Form 1295 COIP (Ventana Hills executed)_Redacted

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN ANNEXATION AND DEVLEOPMENT AGREEMENT FOR BETWEEN VENTANA HILLS, LTD., AND THE CITY OF HUTTO, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ANNEXATION AND DEVELOPMENT AGREEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, 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, Ventana Hills, Ltd. ("Owner"), owns 18.738 acres of land located in the extraterritorial jurisdiction of the City of Hutto in Williamson County, Texas ("Property"); and

WHEREAS, Owner is under contract to sell the Property and developer a multi-building industrial use and all related improvements ("Project"); and

WHEREAS, Owner desires to enter into this Annexation and Development Agreement to set forth the terms and conditions upon which Owner is agreeable to annex and zone the Property and the complete the Project as outlined therein.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Annexation and Development Agreement, **Attachment A,** a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all

times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1st of October, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

NOTES:
Font: Arial 12
Spacing: Before 0, After 0, Multiple – 1.15
Remainder of page notation only when applicable.
Separate signature page.
Any Exhibits/Attachments must be noted in the Whereas and Section statements. (example: “attached as **Exhibit A**, a copy of same being attached hereto and incorporated herein for all purposes.”

ANNEXATION AND DEVELOPMENT AGREEMENT
HUTTO TECH AND TRADE CENTER - EAST

The City of Hutto, Texas, a home-rule municipal corporation (the "City") and Ventana Hills, Ltd., a Texas limited partnership ("Owner"), each a "Party" and collectively the "Parties," enter into this Annexation and Development Agreement (this "Agreement"), to be effective as of the Effective Date (defined herein below), for the purpose of establishing certain appropriate zoning, development rights, entitlements, arrangements, restrictions, and commitments relating to the development of a multi-building project consisting of primarily industrial uses and all related improvements, including the Collector Road Improvements, (collectively, the "Project" and the portion of the Project located on the Property subject to this Agreement being referred to herein as the "East Phase of the Project") in accordance with Section 212.172 of the Texas Local Government Code and all Applicable Laws (defined herein below).

RECITALS

WHEREAS, Owner owns that certain approximately 18.738 acres of land located in the extraterritorial jurisdiction of the City of Hutto, Williamson County, Texas, (the "Property"), as more specifically described in **Exhibit A**; and

WHEREAS, Owner is under contract to sell the Property to Opus Development Company, LLC, a Delaware limited liability company ("Developer"); and

WHEREAS, Developer is also under contract to purchase from No Count, LLC, a Texas limited liability company, that certain 50.849 acres of land located west of, and adjacent to, the Property (the "West Parcel") and the West Parcel is subject to that certain Annexation and Development Agreement, dated effective September 10, 2019, between the City and Owner, as authorized by City Resolution No. R-19-09-19-11C, dated September 19, 2019, and recorded under Document No. 2019094434 of the Official Public Records of Williamson County, Texas (the "Original Agreement"); and

WHEREAS, Developer intends to develop the Property and the West Parcel together pursuant to a single preliminary plat, in phases as shown on the Concept Plan; and

WHEREAS, Owner intends for the East Phase of the Project, including the East Segment of the Collector Road Improvements (defined below), to be developed on the Property as provided in this Agreement and in accordance with the Concept Plan attached hereto as **Exhibit B**; and

WHEREAS, the real property upon which the Project shall be built will be annexed into the city limits of the City of Hutto and shall be zoned Light Industrial ("LI") as further described in the City of Hutto's Unified Development Code; and

WHEREAS, Owner desires to enter into this Agreement to set forth the terms and conditions upon which Owner is agreeable to annex the Property into the corporate limits of the City, including the approvals to be granted by the City with respect to the development of the Project

pursuant to the Concept Plan, the Development Regulations, and this Agreement; and

WHEREAS, in order to accommodate a recently-approved roadway realignment on a parcel further to the west of the Property, the City has requested the relocation of the proposed 2-lane minor collector roadway originally shown on the City of Hutto Mobility Master Plan dated July 2018 as being located along, including one-half of the right-of-way being located within, the northern boundary of the Property and the West Parcel, identified therein as Project #X18 ("Project #X18"); and

WHEREAS, Owner has agreed to the City's requested realignment of the portion of Project #X18 on the Property (the "East Segment of the Collector Road Improvements" as more specifically defined hereinbelow) and has agreed to accommodate one hundred percent (100%) of the right-of-way of the East Segment of the Collector Road Improvements to be located within the Property, which results in a reduction of the developable area available to Owner on the Property, but benefits the City by eliminating the need to obtain the remaining one-half of the right-of-way area from adjacent property owners and improving connectivity for public use; and

WHEREAS, the Concept Plan attached hereto as **Exhibit B** specifically depicts the location and alignment of the Collector Road Improvements within the Project, and **Exhibit D** attached hereto provides in greater detail the specifics thereof, as approved by the City and agreed to by Owner as related to the East Segment of the Collector Road Improvements, such being further agreed by the City as replacing, fully satisfying, and exceeding Owner's obligations under UDC §10.615.4.6 related to Project #X18, as reflected in that certain amendment to the City's Mobility Master Plan approved by the City pursuant to City Ordinance No. O-2026-_____ and made effective on October 1, 2026; and

WHEREAS, the Project is currently within the water service area of Jonah Water Special Utility District ("Jonah"), and Jonah shall provide the Property with water as required by state law and the rules and regulations of Jonah; and

WHEREAS, contemporaneously herewith, Owner and the City entered into that certain Wastewater Reservation of Capacity Agreement, attached hereto as **Exhibit I**, in which Owner agrees, subject to the credit/offset provisions of Section 5.02 herein below, to pay to the City initial and annual water reservation fees in exchange for the City's agreement to reserve fifty-one (51) LUE's of wastewater capacity for the Property; and

WHEREAS, the Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the East Phase of the Project and to provide increased certainty to the City and Owner concerning land use regulations, development rights, entitlements, arrangements, and commitments applicable to the Project, including the location and alignment of the Collector Road Improvements, the City's provision of wastewater service to the East Phase of the Project, and the obligations and duties of the City and Owner related thereto; and

WHEREAS, the City and Owner desire to set forth, in this Agreement, certain terms and

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conditions for the planning, design, construction, and development of the East Phase of the Project;

NOW, THEREFORE, in exchange for the mutual promises and considerations herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms of this Agreement, the Parties agree as follows:

I. RECITALS

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

II. DEFINITIONS

"Applicable Laws" means the federal, state, and local laws, rules, and regulations, including the UDC and the City Code, applicable to the Property and the development of the Project, as they existed on the effective date of the Original Agreement (i.e., September 10, 2019).

"City Code" means the City of Hutto's Code of Ordinances in effect as of the effective date of the Original Agreement (i.e., September 10, 2019).

"City Council" means the City Council of the City.

"City Manager" means the appointed official or his/her designated agent charged with directing the administration of the City of Hutto.

"Collector Road Improvements" means the engineering, design, permitting, and construction of that certain proposed 2-lane minor collector road located along the southern boundary of the Property and the West Parcel, to facilitate traffic flow from County Road 108 to County Road 119/Ed Schmidt Boulevard, such on-site and off-site improvements including but not limited to, paving and subgrade, safety and traffic control, drainage, appurtenances, and utility coordination, as more specifically described and depicted on **Exhibit D**. As more particularly shown on said **Exhibit D** and the Concept Plan attached hereto as **Exhibit B**, the portion of the Collector Road Improvements located on the Property are herein referred to as the "East Segment of the Collector Road Improvements," and the portion of the Collector Road Improvements located on the West Parcel are herein referred to as the "West Segment of the Collector Road Improvements," the East Segment of the Collector Road Improvements and West Segment of the Collector Road Improvements being sometimes collectively referred to herein as the Collector Road Improvements and included in the West Phase of the Project.

"Concept Plan" means the generalized plan showing boundaries of the Project and identifying, among other things, the proposed land use, general parcel layout, proposed phases, the location of public utility easements, and public right-of-way alignments, including the location and alignment of the Collector Road Improvements, attached hereto as **Exhibit B**.

"East Phase of the Project" shall include the portion of the Project located on the Property and the

Internal Wastewater Facilities.

"Effective Date" means the date upon which all of the following conditions have been satisfied: (a) each of the Parties have approved and duly executed this Agreement and (b) this Agreement has been recorded in the Official Public Records of Williamson County, Texas.

"Hard Costs" mean the actual construction costs, excluding Soft Costs (as defined herein below).

"Impact Fees" mean any charge or assessment imposed by the City, as authorized under Chapter 395 of the Texas Local Government Code, including amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions in accordance with the law, in effect as of the effective date of the Original Agreement (i.e., September 10, 2019), except where specifically provided otherwise herein..

"Internal Wastewater Facilities" means the wastewater infrastructure improvements located within the Property necessary to adequately serve the Living Unit Equivalent demand of the East Phase of the Project, in accordance with the minimum requirements set forth in the SER.

"Jonah Water Special Utility District" or "Jonah" means the special utility district authorized under Chapter 65 of the Texas Water Code for the provision of water utility service to the Project.

"Living Unit Equivalent(s)" or "LUE(s)" means a unit of measurement representing the quantity of water consumed and wastewater generated on an average daily basis from a single-family detached residence of average size and occupancy as may be more particularly defined in by the City of Hutto's Utility Design Criteria Manual.

"Offsite Wastewater Improvements" means the wastewater infrastructure improvements located outside of the Property necessary to adequately serve the Living Unit Equivalent demand of the entire Project and included in the West Phase of the Project and other surrounding properties pursuant to the required oversizing per the SER, as more specifically described and depicted on **Exhibit E-2**.

"Property" means that certain +/- 18.738 acres located in the City of Hutto, Williamson County, Texas, as more specifically described in **Exhibit A**.

"Required Certifications and Form 1295" means the required terms and conditions contained in **Exhibit F**, attached hereto and incorporated into this Agreement for all intents and purposes.

"Required Insurance" means the insurance requirements while performing work on the construction of any public improvement for which Owner may seek reimbursement, contained in **Exhibit G**, attached hereto and incorporated into this Agreement for all intents and purposes.

"Service Extension Request" or "SER" means the letter dated February 25, 2026, as amended by Addendum No. 1 dated July 22, 2026, in response to the request by Owner to extend wastewater service to the Property and the West Parcel, attached hereto as **Exhibit E-1**.

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"Soft Costs" include, but are not limited to, the cost of engineering, design, interest, site acquisition, permits, inspections, consultants, studies, regulatory related fees, fiscal security, accounting services, project management, legal services, and financial costs such as construction period interest and loan fees.

"TIA" means the Traffic Impact Analysis, dated March 2026, prepared by Quiddity Engineering, LLC, for the Project located on the Property and the West Parcel and currently under review and pending approval by the Texas Department of Transportation and the City.

"Transportation Impact Fee Ordinance" means the City of Hutto's Ordinance No. O-18-07-19-9A, as subsequently amended by Ordinance No. O-2024-068.

"Unified Development Code" or "UDC" means the City of Hutto's comprehensive code document containing all development-related regulations including, but not limited to, zoning and land use, site and design standards, and historic preservation standards, in effect as of the effective date of the Original Agreement (i.e., September 10, 2019), a copy of which the City shall keep on file and make available to Owner for the duration of this Agreement.

"Wastewater Infrastructure" means, collectively, the Internal Wastewater Facilities and the Offsite Wastewater Improvements, as described herein.

"Wastewater Reservation of Capacity Agreement" means the agreement governing the reservation of wastewater capacity for the Property, by and between Owner and the City, on a form approved by the City Council and attached hereto as **Exhibit I**.

"West Phase of the Project" shall include the portion of the Project located on the West Parcel, the Offsite Wastewater Improvements for the entire Project, and the East and West Segments of the Collector Road Improvements.

III. AGREEMENT AND PROJECT SCOPE

3.01 SCOPE OF AGREEMENT

This Agreement contemplates the development of the East Phase of the Project in accordance with this Agreement, the UDC, and any other Applicable Laws. To the extent the UDC or any other City ordinances, resolutions, rules, or standards conflict with this Agreement, the terms of this Agreement shall prevail. Notwithstanding the foregoing, nothing herein shall prohibit Owner from utilizing the provisions of Texas Local Government Code §245.002(d).

3.02 SCOPE OF PROJECT

Owner shall perform, or cause to be performed, the design, development, construction, maintenance, management, use, and operation of the East Phase of the Project in accordance with **Exhibits B, C,** and **D**, in compliance with Applicable Laws and this Agreement. City acknowledges that the Project may be developed in phases over time and,

notwithstanding anything herein to the contrary, that Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. The Project shall generally comply with (i) the Concept Plan (as it may be amended), (ii) the UDC (as modified by this Agreement), (iii) the Development Standards, and (iv) the other terms and conditions of this Agreement, including the Exhibits attached hereto. The Concept Plan is preliminary in nature, and as such, may be subject to further adjustment, revision, or modification to accommodate the objectives of the Project, as provided herein below.

3.03 AMENDMENTS TO THE CONCEPT PLAN

Owner may propose major and minor amendments to the Concept Plan and to the reservation amounts in Section 5.03(d) herein below and submit such amendments to the City for City review and approval in accordance with Applicable Laws. "Major Amendments" shall be those that individually or cumulatively (i) modify the location or general alignment of any public roadway depicted and detailed on **Exhibits B and D**, excluding adjustments based on additional engineering details, or (ii) change the land area shown on **Exhibit B** by more than twenty-five percent (25%). Major Amendments shall require a recommendation by the Planning and Zoning Commission and approval by City Council. "Minor Amendments" are all amendments that: do not meet or exceed the definition of Major Amendments; and do not increase the reservation amounts specified in Section 5.03(d). Minor Amendments shall be administratively approved by the City's Development Services Director, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, City shall respond in writing to any request for approval of a Minor Amendment to the Concept Plan within fifteen (15) business days following delivery of such request by Owner, or City shall be deemed to have approved said request. If the City's Development Services Director and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination. An amendment to the Concept Plan shall not be considered a waiver of Owner's Chapter 245 rights described herein.

3.04 TERM OF AGREEMENT

Subject to the provisions of Section 8.03 herein below, this Agreement shall be effective upon execution and continue through Owner's completion of the East Phase of the Project. This Agreement shall expire, unless earlier terminated pursuant to the provisions of Section 8.03, five (5) years after the date the City has issued the last certificate of occupancy or the regulatory equivalent for the East Phase of the Project.

3.05 APPROVAL OF AGREEMENT

Following approval of this Agreement by City Council, Owner shall petition the City for annexation of the Property into the City's corporate limits and request zoning approval and an amendment to the City's FLUM consistent with the terms and conditions of this Agreement.

IV. ANNEXATION, ZONING, AND LAND USE

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4.01 ANNEXATION

(a) As of the Effective Date, the Property has not been annexed but is in the City's extraterritorial jurisdiction. The Parties hereby agree to the annexation of the Property into the City's corporate city limits subject to the terms and conditions of this Agreement and intend that this Agreement, combined with an application for annexation and all correlating documentation required by the City, provide for the annexation of the Property for all purposes and shall constitute Owner's request for annexation.

(b) Further, notwithstanding that the Project may be phased, Owner agrees that all Property will be annexed in one proceeding. The City agrees that phases not under active development may remain in agricultural use, if applicable, for purposes of ad valorem tax calculations. Any phases not under active development remain subject to the Applicable Laws, except as modified by this Agreement.

(c) Annexation Disclosure. Owner expressly acknowledges that Owner is not required to enter into this Agreement and that annexation proceedings are subject to Owner's consent. This consensual annexation is authorized and governed by Subchapter C-3 of Chapter 43 of the Texas Local Government Code. Under Subchapter C-3, the City must conduct one (1) public hearing, provide notice of this public hearing between ten (10) and twenty (20) days prior to the hearing, and negotiate a service plan with Owner. The annexation ordinance may be adopted at the conclusion of the public hearing. In accordance with Section 212.172(i) of the Texas Local Government Code, immunity from suit for the purpose of adjudicating a claim for breach of this Agreement is waived. The Parties acknowledge that this section complies with Section 212.172(b-1) of the Texas Local Government Code.

4.02 CONTINUATION OF LAND USE

After the Property is annexed and zoned, Owner shall not be prohibited from using any portion of the Property for any of the planned land uses established in this Agreement and the Concept Plan. Notwithstanding the foregoing, some or all of the Property is currently used for agricultural purposes and subject to a property tax exemption under Chapter 23 of the Texas Tax Code. It is Owner's intent to continue use of such portion of the Property for agricultural purposes until such time it is developed. As portions of the Property are developed and taken out of agricultural use, Owner intends to continue use of the remaining, undeveloped portions of the Property for agricultural purposes. Further notwithstanding anything herein to the contrary, such undeveloped portions of the Property shall be permitted to continue such agricultural use.

4.03 ZONING AND LAND USE

The Property has not been annexed and, as such, has not been zoned. Upon the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area. Zoning shall occur contemporaneously with annexation. In consideration for Owner's commitments and obligations herein, the City agrees the base zoning district for the Property will be Light Industrial (LI). The use of the Property shall be vested for uses and development consistent with **Exhibits B** and **C**. It is hereby

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acknowledged, and agreed, however, that regardless of the base zoning category for the Property, Owner shall have the right to develop the Property, or portions thereof, for land uses allowed under LI-Light Industrial, without the need to rezone any portion of the Property, and developed in accordance with the Concept Plan, as may be amended, the Development Standards, and the terms and conditions of this Agreement. Notwithstanding anything herein to the contrary or any City rule, regulation or ordinance, the City acknowledges and agrees that Owner's petition for annexation is conditioned upon the Property being zoned, and allowing the land uses, as set forth herein. An amendment to the City's Future Land Use Map ("FLUM") is required to conform the City's FLUM to the agreed land uses and zoning, which shall apply to the Property upon annexation as set forth herein, and the Parties agree Owner will initiate said amendment to the FLUM. Should the City fail to approve the Property's zoning, amend (or otherwise fail to waive the requirement that the Property conform with) the City's FLUM, approve zoning on the Property, or portion thereof, that is in any way more restrictive than the zoning and approved land uses specified in this Section 4.03 and shown in **Exhibit B** without prior consent of Owner, or fail to allow the land uses set forth herein on any portion of the Property, Owner shall have the right to terminate the Agreement by providing written notice to the City.

4.04 CHAPTER 245 PERMIT

Subject to the provisions of Section 4.05 below, this Agreement shall constitute a permit in a series of permits for the purpose of accruing rights as contemplated in Chapter 245 of the Texas Local Government Code and authorized by Section 212.172(g) of the Texas Local Government Code.

4.05 RIGHTS TO CONTINUE DEVELOPMENT

In consideration of this Agreement, the City will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, vertical building improvements, construction plans, or other necessary approvals, within the Property. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and its ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency. Nothing in this Section 4.05 limits the City's authority to:

(a) deny, condition, suspend, or withhold any approval, permit, utility connection, building permit, or certificate of occupancy due to fire-code deficiencies, nonpayment of fees, default (beyond applicable notice and cure periods), or failure to satisfy approval conditions, unless a preliminary plan has been approved for adequate infrastructure, utilities, streets, and drainage in accordance with the terms of this Development Agreement; or

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(b) impose temporary emergency measures necessary to protect public health, safety, or welfare.

4.06 PRIOR AGREEMENTS

This Agreement shall supersede and replace, in all respects, prior Chapter 43 Texas Local Development Code agreements relating to the Property or any portion thereof. Upon full execution of this Agreement, such prior agreements will automatically terminate and be of no further force and effect. Upon Owner's request, the City shall deliver a release of any prior agreements to Owner for recording in the Official Public Records of Williamson County, Texas.

V. OBLIGATIONS, COVENANTS, AND FEES

5.01 OBLIGATIONS OF OWNER

Owner agrees and accepts the following obligations as they relate to this Agreement and the completion of the East Phase of the Project:

(a) Required Certifications and Form 1295. Owner shall, for the term of this Agreement, remain in compliance with the terms and conditions outlined in **Exhibit F**. This includes the submittal of the Form 1295, Certificate of Interested Parties, with the Texas Ethics Commission online at www.ethics.state.tx.us/File. A completed Form 1295 has been provided to the City and is hereby incorporated and attached hereto in **Exhibit F**.

(b) Undocumented Workers. Owner shall, for the term of this Agreement, remain in compliance with the terms and conditions outlined in **Exhibit F**. This includes certifying that Owner does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts

(c) Development Standards. The Parties agree that the Development Standards set forth on **Exhibit C** attached hereto shall be applicable to the development of the Project and in the event of a conflict between the Development Standards and the UDC, the Development Standards shall control.

(d) Required Insurance. Owner shall, for the term of this Agreement, remain in compliance with the terms and conditions outlined in **Exhibit G**.

(e) Wastewater Infrastructure. In the event the East Phase of the Project is developed on the Property, in order for the Project to receive permanent wastewater service from the City, Owner shall design and construct, and upon completion convey to the City, the Internal Wastewater Facilities in accordance with the SER and this Subsection 5.01:

(i) Owner shall design and construct the Internal Wastewater Facilities within the Property.

(ii) Owner will design and construct the Internal Wastewater Facilities in accordance with the following schedule:

A. Commencement of Design: Owner shall not be obligated to design the Internal Wastewater Facilities unless and until such time as Owner submits for approval of the final plat for the East Phase of the Project.

B. Commencement of Construction: Owner shall not be obligated to construct the Internal Wastewater Facilities unless and until such time as the commencement of construction associated with the site development permit for the East Phase of the Project.

(iii) It is contemplated by Owner and Developer that the design and construction of the Offsite Wastewater Improvements will be included in the West Phase of the Project and shall not be an obligation of any owner or developer of the East Phase of the Project; notwithstanding the foregoing (and provided nothing in this Subsection 5.01(e)(iii) shall be interpreted as creating an obligation on Owner without Owner's exercise of the election right hereunder), Owner of the East Phase of the Project may elect, at Owner's sole option, to amend the phasing of the Project to design and construct, and upon completion convey to the City, the following Offsite Wastewater Improvements, as more specifically described and depicted on **Exhibit E-2**, at such time and in accordance with such schedule as Owner chooses, in Owner's sole discretion:

A. 15" wastewater main through the Alta Ed Schmidt project located to the south of the Property; and

B. Expand the Emory Lift Station.

Provided, however, regardless of any provision to the contrary in the UDC or City Code, Owner shall not be required to post fiscal for, or construct, the Offsite Wastewater Improvements as a condition to approval or recording of the final plat for the East Phase of the Project.

(iv) The Wastewater Infrastructure may be constructed within rights-of-way.

(v) In the event offsite easements are necessary for construction of the Offsite Wastewater Improvements, or portions thereof, and Owner is unable to acquire said easements, despite having used commercially reasonable efforts, the City may exercise its power of eminent domain to acquire the necessary offsite easements.

(vi) Owner shall submit all plans and specifications for the Wastewater Infrastructure to the City for review and approval prior to construction, which approval will not be unreasonably withheld, conditioned or delayed. Upon the City's approval of plans and specifications for the Wastewater Infrastructure, as dictated by the Project's phasing, Owner is authorized to connect to the City's proposed right-of-way, as necessary, to enable the City

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to provide wastewater service to the Property upon construction and dedication of such Wastewater Infrastructure to the City. The City shall have the right to inspect and approve the construction of the Wastewater Infrastructure constructed to serve the Property, which such approval will not be unreasonably withheld, conditioned or delayed.

(vii) Upon completion of the Internal Wastewater Facilities, or phases thereof, such Internal Wastewater Facilities shall be conveyed to the City for ownership, operation, and maintenance, which conveyance and obligations the City hereby agrees to accept, as further provided in Section 5.03 herein below.

(f) East Segment of the Collector Road Improvements. The Parties hereby agree to, and approve of, the location and alignment of the East Segment of the Collector Road Improvements as specifically described and depicted on **Exhibit D** attached hereto. The City further agrees that the East Segment of the Collector Road Improvements replaces, fully satisfies, and exceeds Owner's obligations pursuant to UDC §10.615.4.6 related to Project #X18, as reflected in that certain amendment to the City's Mobility Master Plan approved by the City pursuant to City Ordinance No. O-2026-_____ and made effective on October 1, 2026. The Parties further agree that any revision to the location or alignment of the East Segment of the Collector Road Improvements as specifically depicted and detailed on **Exhibits B** and **D** hereof shall require an amendment to this Agreement in accordance with Sections 3.03 and 8.03 hereof. Owner's obligations as related to the East Segment of the Collector Road Improvements shall be in accordance with this Section 5.01(f), subject to the terms of Section 5.03 herein below:

(i) It is contemplated by Owner and Developer that the design and construction of the East Segment of the Collector Road will be included in the West Phase of the Project and shall not be an obligation of any owner or developer of the East Phase of the Project; provided, however, Owner shall reserve, and thereafter dedicate, the right-of-way required by the City for the East Segment of the Collector Road Improvements (the "East Segment ROW"), as specifically shown and detailed on **Exhibit D**, (subject to the terms of Section 5.03 herein below), in accordance with this Subsection 5.01(f)(i):

A. Reservation of Right-of-Way. Owner shall not be required to reserve the East Segment ROW, in the form of a right-of-way reservation plat note, unless and until such time as Owner submits for approval of the final plat for the East Phase of the Project.

B. Dedication of Right-of-Way: Owner shall not be obligated to dedicate to the City the East Segment ROW unless and until such time as the site development permit for the West Phase of the Project, including the Collector Road Improvements, is submitted for approval.

C. Escrow Fiscal. Regardless of any provision to the contrary in the

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UDC or City Code, Owner shall not be required to post fiscal for, or construct, the West Segment of the Collector Road Improvements as a condition to approval or recording of the final plat for the East Phase of the Project.

(ii) Notwithstanding the foregoing (and provided nothing in this Subsection 5.01(f)(ii) shall be interpreted as creating an obligation on Owner without Owner's exercise of the election right hereunder), in the event Owner of the East Phase of the Project elects, at Owner's sole option, to amend the phasing of the Project and include the design and construction of the East Segment of the Collector Road Improvements in the East Phase of the Project, Owner shall design and construct, and upon completion convey to the City, the East Segment of the Collector Road Improvements (subject to the terms of Section 5.03 herein below), in accordance with the following:

A. Commencement of Design: Owner shall not be obligated to design the East Segment of the Collector Road Improvements unless and until such time as Owner submits for approval of the final plat for the East Phase of the Project.

B. Commencement of Construction: Owner shall not be obligated to construct the East Segment of the Collector Road Improvements unless and until such time as the commencement of construction associated with the site development permit for the East Phase of the Project.

C. Owner shall not be responsible for obtaining any offsite easements necessary for the construction of the East Segment of the Collector Road Improvements, including public utility easements required along the East Segment of the Collector Road Improvements, and the City may exercise its power of eminent domain to acquire said necessary offsite easements.

D. Upon completion of the East Segment of the Collector Road Improvements, Owner shall convey to the City for ownership, operation, and maintenance, which conveyance and obligations the City hereby agrees to accept, as further provided in Section 5.03 herein below.

(g) Ed Schmidt Boulevard. Pursuant to the City's Mobility Master Plan dated September 2024, as amended, Ed Schmidt Boulevard is classified as a minor arterial roadway requiring a total right-of-way width of one hundred ten feet (110'), and the City hereby confirms that as of the Effective Date hereof, the existing public right-of-way and easements previously dedicated for Ed Schmidt Boulevard are sufficient and fully satisfy or exceed the required specifications. As such, except if required by the TIA Requirements provided in Section 5.01(h) below, Owner shall not be required to construct and/or dedicate to the City at the time of this Agreement, or at any time in the future, any additional right-of-way, easements, or

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transportation-related improvements along the eastern boundary of the Property for Ed Schmidt Boulevard pursuant to UDC §10.615.4.6 or any other Applicable Laws.

(h) TIA Requirements. Owner shall be required to design and construct, and, if necessary, dedicate the required right-of-way for, those certain turn lanes off of Ed Schmidt Boulevard located on the eastern boundary of the Property, as required in the final, approved TIA, as more specifically described therein and shown on the Concept Plan.

(i) Rough Proportionality; Fee Offsets/Credits; Reimbursement. The Parties agree, pursuant to the City's Transportation Impact Fee Ordinance, the Transportation Impact Fee, as calculated pursuant to the terms of this Agreement at the applicable rate of $1,000 per service unit, is the appropriate pro rata share of the costs of improvements necessitated by and attributable to the East Phase of the Project. Similarly, the Parties agree that pursuant to City Code, the Wastewater Impact Fee, as calculated pursuant to the terms of this Agreement at the applicable rate of $2,128 per LUE, is the appropriate pro rata share of the costs of improvements necessitated by and attributable to the East Phase of the Project. As such, and regardless of which phase of the Project the East Segment of the Collector Road Improvements or the Offsite Wastewater Improvements are constructed (as more specifically provided herein below), the Transportation Impact Fee is determined to be Owner's proportionate share of the costs of the East Segment of the Collector Road Improvements and the TIA Requirements, and the Wastewater Impact Fee is determined to be Owner's proportionate share of the costs of the Wastewater Infrastructure (the "RP Determination"). The Parties further agree, Owner shall be automatically entitled to an offset credit against the Impact Fees that may be otherwise imposed against the East Phase of the Project for all contributions of land, improvements, and funds made by Owner pursuant to this Agreement, in connection with the East Segment of the Collector Road Improvements, the TIA Requirements, and the Wastewater Infrastructure, and any excess will be subject to reimbursement by the City, as more specifically provided below:

(i) Any Transportation Impact Fees that may otherwise be imposed on the East Phase of the Project, pursuant to the City's Transportation Impact Fee Ordinance, shall be offset by Owner's total costs of the East Segment of the Collector Road Improvements and the TIA Requirements, which costs shall include the market value of the right-of-way and required detention area(s) dedicated within the Property and the actual Hard Costs and Soft Costs, and shall be credited to any amount otherwise due to be paid to the City. To the extent Owner's total costs of the East Segment of the Collector Road Improvements and the TIA Requirements exceed the amount of Transportation Impact Fees imposed on the East Phase of the Project, the provisions of Section 5.01(g)(ii) and Section 5.03(h) shall apply.

(ii) In consideration for the public amenities included in the East Segment of the Collector Road Improvements, including the shared-use path, Any Parkland Fees that may otherwise be imposed on the East Phase of the

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Project shall be offset by the amount, if any, that Owner's total costs of the East Segment of the Collector Road Improvements and the TIA Requirements, which costs shall include the market value of the right-of-way and required detention area(s) dedicated within the Property and the actual Hard Costs and Soft Costs attributable to the East Segment of the Collector Road Improvements and the TIA Requirement, exceed the amount of Transportation Impact Fees imposed on the East Phase of the Project, and shall be credited to any amount otherwise due to be paid to the City. To the extent Owner's total costs of the East Segment of the Collector Road Improvements exceed the total amount of both the Transportation Impact Fees and the Parkland Fees imposed on the East Phase of the Project, the reimbursement provisions of Section 5.03(h) shall apply based on the RP Determination

(iii) If Owner elects to design and construct the Offsite Wastewater Improvements, any Wastewater Impact Fees that may otherwise be imposed on the East Phase of the Project shall be offset by Owner's total costs of the Offsite Wastewater Improvements, which costs shall include the actual Hard Costs and Soft Costs, and shall be credited to any amount otherwise due to be paid to the City. To the extent Owner's total Hard Costs and Soft Costs of the Offsite Wastewater Improvements exceed the Wastewater Impact Fees imposed on the East Phase of the Project, the reimbursement provisions of Section 5.03(h) shall apply based on the RP Determination.

(j) Rain Creek Extension. Owner shall not be required to dedicate any public easement or right-of-way within the Property, or provide any driveway connection through the Property, for the extension of Rain Creek, an existing Williamson County roadway.

(k) No Further Obligations. With the exception of those certain related easements specifically identified and shown on the Concept Plan, attached hereto as **Exhibit B**, Owner shall have no further obligation to dedicate any public easements or right-of-way, or design, construct, or improve any other onsite or offsite roadway or wastewater improvements or infrastructure other than the East Segment of the Collector Road Improvements, the TIA Requirements, and the Wastewater Infrastructure, as specifically provided in this Agreement and subject to the credit/offset and reimbursement provisions hereof.

5.02 FEES

In the event the East Phase of the Project is developed on the Property as contemplated in this Agreement, notwithstanding any provision of the City Code or UDC to the contrary, Owner shall pay, as applicable, the fees listed in this Section 5.02.

(a) Wastewater Impact Fee(s). Owner shall pay Wastewater Impact Fees at the amount set and published by the City as of the effective date of the Original Agreement, as more specifically provided in Section 5.01(i) above, and such Wastewater Impact Fees shall be due and payable prior to the issuance of a Certificate of Occupancy

for the East Phase of the Project; provided, however, Owner's obligation to pay to the City any Wastewater Impact Fees shall be subject to the credit/offset provisions of Subsection 5.01(i)(iii) herein above.

(b) Development Fee(s). Owner shall pay all applicable development fees at the amount set and published by the City as of the effective date of the Original Agreement, including, but not limited to, fees associated with required inspections, permit applications, and capital recovery.

(c) Transportation Impact Fee(s). Owner shall pay Transportation Impact Fees at the amount set and published by the City as of the Effective Date hereof, as more specifically provided in Section 5.01(i) above, and such Transportation Impact Fees shall be due and payable prior to the issuance of a Certificate of Occupancy for the East Phase of the Project; provided, however, Owner's obligation to pay to the City any Transportation Impact Fees shall be subject to the credit/offset provisions of Subsection 5.01(i)(i) herein above, and Owner shall have no obligation to pay any other associated fees relating to the City's Transportation Impact Fee Capital Improvements Plan, Transportation Impact Fee Ordinance, or any other roadway facility expansion or traffic mitigation fee requirements.

(d) Parkland Fees. Owner shall pay Parkland Fees, pursuant to the UDC and in accordance with the City's published fee schedule as of the effective date of the Original Agreement; provided, however, Owner's obligation to pay to the City any Parkland Fees shall be subject to the credit/offset provisions of Subsection 5.01(i)(ii) herein above.

(e) Escrow Funds. Notwithstanding anything in this Agreement to the contrary, in the event the East Phase of the Project is developed prior to the East Segment of the Collector Road Improvements, Owner shall be permitted to escrow any remaining due Transportation Impact Fees or Parkland Fees (after application of the credit/offset provisions hereof) until such time as the East Segment of the Collector Road Improvements are constructed and the applicable offsets/credits for such additional right-of-way dedication and construction-related costs are calculated and applied, at which time said escrow funds shall be released.

(f) Any other fee authorized by the City in compliance with Applicable Laws.

(g) Notwithstanding the foregoing, nothing herein shall prohibit Owner from utilizing the provisions of Texas Local Government Code §245.002(d).

5.03 COVENANTS OF CITY

The City hereby covenants and agrees to the following:

(a) Permits. The City shall issue, in accordance with Applicable Laws, all permits necessary for the completion of the Project.

(b) Easement Acquisition. The Offsite Wastewater Improvements are necessary and required public improvements for the City's wastewater system. The Collector Road Improvements are necessary and required public improvements for the City's

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transportation system. As such, the City will provide to Owner use of all necessary City lands, rights-of-way and easements, within City ownership or control, for construction of the Offsite Wastewater Improvements and the Collector Road Improvements. Provided, however, Owner shall not be responsible for obtaining any offsite easements necessary for the construction of the Collector Road Improvements, including public utility easements required along the Collector Road Improvements, and the City may exercise its power of eminent domain to acquire said necessary offsite easements. In the event offsite easements are necessary for construction of the Offsite Wastewater Improvements, or portions thereof, and if Owner is unable to acquire said offsite easements beyond what is within City control or ownership, the City may exercise its power of eminent domain to acquire the necessary offsite easements.

(c) Water Capacity. The Parties acknowledge that water utility service for the Project will be provided by Jonah. In connection with Jonah's provision of such water utility service, the City agrees to permit Jonah to install and operate waterlines and related appurtenances within the City's existing and proposed right-of-way, as may be required.

(d) Wastewater Capacity. The Parties acknowledge that wastewater utility service for the Property and the East Phase of the Project will be provided by the City and that one of the primary purposes of this Agreement is to provide certainty as to the City's provision of said service. In accordance with the Wastewater Reservation of Capacity Agreement and subject to completion of the Wastewater Infrastructure outlined herein, the City shall, at all times, maintain wastewater treatment capacity sufficient to serve the ultimate build-out of the East Phase of the Project on the Property, which, as of the Effective Date, shall be fifty-one (51) LUEs. Notwithstanding the foregoing, until such time as the Wastewater Infrastructure has been conveyed to the City as provided herein, the City consents to Owner's temporary use of pump and haul to treat wastewater on the Property, in accordance with a dually executed Wastewater Pump and Haul Services Agreement, in a form substantially similar to **Exhibit H**, attached hereto.

(e) Wastewater Infrastructure. Upon Owner's completion and conveyance of the Internal Wastewater Facilities, and the Offsite Wastewater Improvements if Owner elects to design and construct same as provided herein above, to the City for ownership, operation, and maintenance, the City shall at all times maintain such Wastewater Infrastructure in good working order and condition and will operate same in an efficient and economical manner

(f) Oversizing; Offsets and Reimbursement. The Parties agree that the Offsite Wastewater Improvements include oversizing, and the terms of Subsections 5.01(i)(iii) and 5.03(g) shall be applicable to offset and/or reimburse Developer for the actual Hard Costs and Soft Costs thereof.

(g) East Segment of the Collector Road Improvements. Upon Owner's completion and conveyance of the East Segment of the Collector Road Improvements to the City for ownership, operation, and maintenance, the City shall at all times maintain the

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East Segment of the Collector Road Improvements in good working order and condition and will operate same in an efficient and economical manner.

(h) Reimbursement; Cost Participation Agreement. In accordance with Subsection 5.01(i) above, the City shall reimburse Owner for the amount that Owner's total costs of the East Segment of the Collector Road Improvements and the TIA Requirements (which costs shall include the market value of the right-of-way and required detention area(s) dedicated within the Property and the actual Hard Costs and Soft Costs) exceed the amount of Transportation Impact Fees and Parkland Fees imposed on the Project; provided however, in consideration for Owner's agreement with the City's requested realignment of the Collector Road Improvements on the Property and in recognition that such agreement exceeds the requirements of UDC § 10.615.4.6, the Parties agree that, the total reimbursable amount due from the City to Owner hereunder shall in no event be less than an amount equal to one-half (½) of Owner's total costs of the East Segment of the Collector Road Improvements, which costs shall include the market value of the right-of-way and required detention area(s) dedicated within the Property and the actual Hard Costs and Soft Costs. In accordance with Subsections 5.01(i)(iii) and 5.03(f), if applicable, the City shall reimburse Owner for the amount Owner's total Hard Costs and Soft Costs of the Offsite Wastewater Improvements exceed the amount of Wastewater Impact Fees imposed on the East Phase of the Project. The terms of any such reimbursements as provided in this Subsection 5.03(h) have been negotiated and mutually agreed upon between Owner and the City, in the form "Cost Participation Agreement" attached hereto as **Exhibit J** and in accordance with the provisions of this Subsection 5.03(h) and Subsection 5.03(g), and prior to the commencement of design, engineering, permitting or construction of either the East Segment of the Collector Road Improvements, the TIA Requirements, or (if applicable) the Offsite Wastewater Improvements, respectively, the Parties shall finalize the Cost Sharing Calculation and execute the Cost Participation Agreement. The City shall establish the Escrow Account and reimburse Owner in accordance with the terms of the Cost Participation Agreement, as applicable.

(i) License Agreement(s). The City shall, in good faith, negotiate and pursue the execution of mutually agreeable license agreement(s) to permit Owner as may be related to signage, subdivision entry features, and landscaping in the City right-of-way.

(j) Bufferyards; Adjacent ETJ Property. The City hereby confirms that the provisions of UDC §10.403.7 and §10.403.6 are not applicable to the Property, regardless of any future change in the annexation status of the adjacent property to the north of the Property.

VI. REPRESENTATIONS AND WARRANTIES

6.01 OWNER

Owner warrants and represents the following:

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(a) Owner is a duly organized entity validly existing and in good standing under the laws of Texas with proper authority to execute this Agreement and perform the obligations presented;

(b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Owner is a party or by which Owner may be bound; and

(c) Owner has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect Owner's ability to perform its obligations under this Agreement.

This Agreement constitutes a legal, valid, and binding obligation of Owner enforceable in accordance with its terms.

6.02 CITY

The City warrants and represents the following:

(a) The City is a municipal corporation with full right and authority to enter into this Agreement and perform the obligations presented; and

(b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

VII. DEFAULT, REMEDIES, AND TERMINATION

7.01 EVENTS OF DEFAULT

(a) No Party shall be in default under this Agreement until notice reasonably detailing the nature of the alleged failure has been provided and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) business days or more than ninety (90) business days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given, or another Party, begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(b) If a Party remains in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity including, but not limited to, relief provided under the Uniform Declaratory Judgement Act found at Chapter 37 of the Texas Civil Practice and Remedies Code, specific performance, mandamus, and injunctive relief. Notwithstanding, however, no default under this Agreement shall:

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(i) entitle the aggrieved Party to terminate this Agreement;

(ii) adversely affect or impair the current or future obligations of the City to provide wastewater service or any other service to the Project;

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) reduce the term of this Agreement.

(c) In the event of any legal action or proceeding to enforce the provisions of this Agreement and recover damages for breach, the Parties agree to pay their own respective attorney's fees and expenses incurred by reason of such action.

VIII. MISCELLANEOUS

8.01 NOTICES

Any notice required under this Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties at the following addresses below.

Owner
Attn: Stewart Pate
Ventana Hills, Ltd.
10829 Jollyville Road
Austin, TX 78759
Email: stewartpate@gmail.com

With copy to:
Christopher K. Bell, Esq.
806 West 10th Street, Suite B
Austin, TX 78701
Email: cbell@cbell-law.com

With copy to:
Attn: Dustin L. Slack
Opus Development Company, L.L.C.
2306 Lake Austin Boulevard, Suite 214
Austin, TX 78703
Email: dustin.slack@opus-group.com

With copy to:
Attn: Legal Department
Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343
Email: legalnotices@opus-group.com

With copy to:

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Attn: Tyler Johnson
Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Email: tyler.johnson@foley.com

With copy to:
Attn: Katie King Ogden
Drenner Group PC
2705 Bee Cave Road, Suite 100
Austin, TX 78746
Email: kogden@drennergroup.com

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634
Email: James.Earp@Huttotx.gov

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

Any Party may designate a different address at any time upon written notice to the other Party. Owner may change the existing, or designate additional, parties to receive a copy of notices under this Agreement upon written notice to the City.

8.02 ASSIGNMENT

Except as provided herein below, the Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other; provided, however, Owner may, without the prior written consent of the City, but with provision of notice to the City, assign this Agreement in whole or in part, including any obligation, right, title, or interest of Owner under this Agreement, to (i) any related or affiliated entity of Owner and (ii) any subsequent owner of all or a portion of the Property, including but not limited to, Developer or any affiliate of Developer (each, a "Permitted Assignee"). Any attempted assignment, transfer, or delegation other than to a Permitted Assignee in violation of this provision is void and without effect.

Owner may not assign its rights under this Agreement to any other party that:

(a) is delinquent on taxes or fees to the City;

(b) is in material default under any development or financing agreement with the City;

(c) lacks, in the discretion of the City and/or City Council, the experience, expertise,

and the financial capacity and ability to perform the duties or obligations assigned under this Agreement; or

(d) is unable to certify compliance with all of the requirements presented herein.

Owner shall provide the City with written notice of an intent to assign this Agreement to a person, party, or entity that is not a Permitted Assignee. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial, which approval shall not be unreasonably withheld, conditioned, or delayed. Assignment decisions are final.

Furthermore, notwithstanding the foregoing, Owner may, without the prior written consent of the City, collaterally assign its rights and interests under this Agreement to any lender or institutional investor providing project financing to Owner (a "Project Lender") as security for such financing, including by mortgage, deed of trust, pledge, or other security instrument. Any such collateral assignment shall not constitute a transfer or delegation of Owner's obligations under this Agreement. Owner shall provide the City written notice of the name and address of any Project Lender. Upon request, the City shall execute any reasonable estoppel certificates or consent to assignment documents required by the Project Lender. The City's rights under this Agreement shall be subject and subordinate to the lien of any such security instrument for so long as the related financing remains outstanding. Upon consummation of the acquisition of the Property by Developer, (i) this Agreement and all of Owner's rights and obligations hereunder shall be automatically assigned to Developer, (ii) all references herein to Owner shall thereafter mean Opus Development Company, LLC, a Delaware limited liability company, and (iii) Ventana Hills, Ltd., a Texas limited partnership, will be released from any and all indemnity obligations and other liabilities arising under this Agreement.

8.03 AMENDMENT; TERMINATION

Except as provided herein below, this Agreement may be amended or terminated only by the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council, except minor amendments to the Concept Plan as provided in Section 3.03 herein above.

Notwithstanding the foregoing, the Parties agree that in the event Owner's current contract to sell the Property to Developer is terminated, Owner shall have the right to terminate this Agreement by providing written notice to the City. If Owner exercises its termination right pursuant to the immediately preceding sentence, then this Agreement shall be deemed to automatically terminate and be of no further force and effect, and an affidavit executed by Owner and recorded in the Official Public Records of Williamson County, Texas, certifying the facts supporting and evidencing the termination of this Agreement (a "Termination Affidavit") shall be deemed sufficient to release this Agreement from the Official Public Records of Williamson County, Texas, such that neither the City nor Owner shall have any further obligations under this Agreement and this Agreement shall no longer encumber the Property. Third parties shall have the right to rely on such Termination Affidavit, provided, however, at Owner's request and expense, the City shall promptly execute and acknowledge a counterpart to such Termination Affidavit. Notwithstanding

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Section 8.09 to the contrary, Owner's indemnity obligation under Section 8.09 of this Agreement shall not survive Owner's termination of this Agreement under this Section 8.03.

8.04 BINDING EFFECT; RUNS WITH THE LAND

This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. The terms of this Agreement shall constitute covenants running with the lands comprising the Property and shall be binding on all future owners and developers of the Property. This Agreement is not binding on, and does not create any encumbrance on title as to, any end-buyer or user of a fully developed and improved lot within the Property, except for land use and development regulations that may specifically apply thereto. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

8.05 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Owner and the City regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written.

8.06 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control (an "Event of Force Majeure"). For the purposes of this Agreement, Events of Force Majeure include, but are not limited to, the following: acts of God; fire; flood; explosion; vandalism; extreme or unusual weather events; changes in law, rules, or regulations outside the control of the affected Party; national emergencies; pandemics or similar occurrence; supplier failures, shortages, or breach or delay; unusual delay in obtaining the City's approval of plats, permits, or other development approvals required to construct and operate the Project; orders or acts of civil or military authority; riots or insurrections; or acts of terrorism. Except as otherwise provided herein, there shall be an equitable adjustment allowed for performance under this Agreement, and applicable deadlines will be extended accordingly, as the result of any Event of Force Majeure.

8.07 GOVERNING LAW AND VENUE

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. The Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

8.08 SEVERABILITY AND WAIVER

In the event that any provision of this Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Agreement

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shall not be a waiver of rights.

8.09 SURVIVAL

The following sections and provisions shall survive expiration, termination, or rescission of this Agreement: Indemnification (Section 8.15) and Liabilities of City Employees (Section 8.13).

8.10 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

8.11 CONSIDERATION

This Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

8.12 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those rights, privileges, and immunities are not inconsistent with the terms of this Agreement.

8.13 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, no City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Agreement. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

8.14 MUTUAL ASSISTANCE

The City and Owner shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

8.15 INDEMNIFICATION

OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF OWNER, INCLUDING THE NEGLIGENCE OF OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PUBLICLY DEDICATED INFRASTRUCTURE WITHIN THE PROJECT; AND IT IS EXPRESSLY

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UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF OWNER AND THE CITY, OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 8.15 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8.16 ESTOPPEL CERTIFICATES

From time to time upon written request by any seller or purchaser of the Property, or any portion thereof, or any lender or prospective lender of Owner or its assignees, the City shall execute a written estoppel certificate to such requesting party stating, if true, that the City has not given or received any written notices alleging any events of default under this Agreement.

8.17 EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B	CONCEPT PLAN
EXHIBIT C	DEVELOPMENT STANDARDS
EXHIBIT D	EAST SEGMENT OF THE COLLECTOR ROAD IMPROVEMENTS
EXHIBIT E-1	SERVICE EXTENSION REQUEST
EXHIBIT E-2	OFFSITE WASTEWATER IMPROVEMENTS
EXHIBIT F	REQUIRED CERTIFICATIONS AND FORM 1295
EXHIBIT G	REQUIRED INSURANCE
EXHIBIT H	WASTEWATER PUMP AND HAUL SERVICES AGREEMENT
EXHIBIT I	WASTEWATER RESERVATION OF CAPACITY AGREEMENT
EXHIBIT J	COST PARTICIPATION AGREEMENT

[SIGNATURE PAGES TO FOLLOW]

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OWNER:

VENTANA HILLS LTD.,
a Texas limited partnership

By: White Bluff Development, LLC,
a Texas limited liability company,
its General Partner

_____
Stewart Pate, Manager

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on September ____, 2026, by STEWART PATE, the MANAGER, of White Bluff Development, LLC, a Texas limited liability company, the General Partner of VENTANA HILLS, LTD., a Texas limited partnership, on behalf of said entities.

_____
Notary Public in and for the State of Texas

CITY:

THE CITY OF HUTTO, TEXAS,
a Texas home-rule municipal corporation

_____
James R. Earp, CPM, City Manager

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October ___, 2026, by JAMES R. EARP, CPM, the CITY MANAGER, of THE CITY OF HUTTO, TEXAS, a Texas home-rule municipal corporation, on behalf of said entity.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016018818 of the Official Public Records of Williamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: September 3, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
18.733 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 3 OF 3

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10048800
912 S. Capital of Texas Highway, Suite 330 Austin, TX 78746 512.661.3666

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 18-Acre Alta Survey 8x11.dwg

EXHIBIT "B"

CONCEPT PLAN

[*See Attachment*]

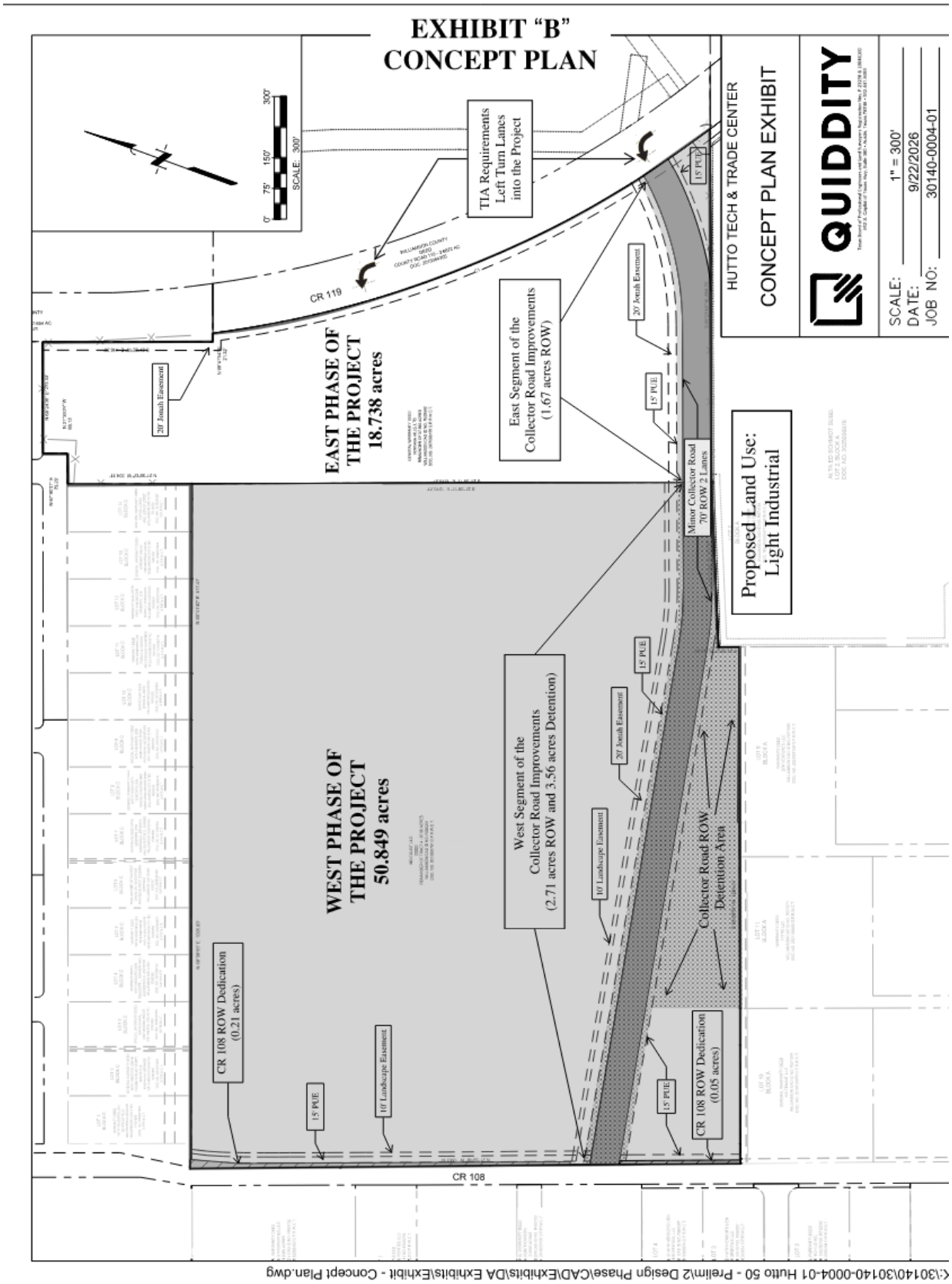


EXHIBIT "B"
CONCEPT PLAN
HUTTO TECH & TRADE CENTER
CONCEPT PLAN EXHIBIT
QUIDDITY
SCALE: 1" = 300'
DATE: 9/22/2026
JOB NO: 30140-0004-01
SCALE: 300'
0' 75' 150' 300'
TIA Requirements Left Turn Lanes into the Project
CR 119
EAST PHASE OF THE PROJECT 18.738 acres
East Segment of the Collector Road Improvements (1.67 acres ROW)
30' Josah Easement
20' Josah Easement
15' PUE
Minor Collector Road 70' ROW 2 Lanes
Proposed Land Use: Light Industrial
WEST PHASE OF THE PROJECT 50.849 acres
West Segment of the Collector Road Improvements (2.71 acres ROW and 3.56 acres Detention)
10' Landscape Easement
Collector Road ROW Detention Area
CR 108 ROW Dedication (0.21 acres)
CR 108 ROW Dedication (0.05 acres)
CR 108
C:\30140\30140-0004-01 Hutto 50 - Prelim\2 Design Phase\CAD\Exhibits\DA Exhibits\Exhibit - Concept Plan.dwg

EXHIBIT "C"

DEVELOPMENT STANDARDS

The following development standards shall be applicable to the development of the East Phase of the Project on the Property:

1. 10' Public Utility Easement. The requirement to dedicate a 10' public utility easement along Ed Schmidt Boulevard on the eastern boundary line of the Property pursuant to UDC §10.614.2 shall not apply to the Property.

2. Landscape Screening. The 10' landscape screening requirement of UDC §10.407.5.2 shall not apply to the Property along the eastern boundary line adjacent to Ed Schmidt Boulevard, nor the southern boundary line adjacent to the East Segment of the Collector Road Improvements.

3. Driveway Spacing. In accordance with the City's approval of the realignment of the Collector Road Improvements as provided in this Agreement, the 425' commercial driveway spacing requirement of UDC §10.611.12 is explicitly waived for, and shall not apply to, the driveway connection between the East Segment of the Collector Road Improvements and Ed Schmidt Boulevard, as specifically depicted and located on **Exhibits B** and **D** of this Agreement, and the existing driveway located on the Alta Ed Schmidt project located to the south of the Property.

EXHIBIT "D"

EAST SEGMENT OF THE COLLECTOR ROAD IMPROVEMENTS

[*See Attachment*]

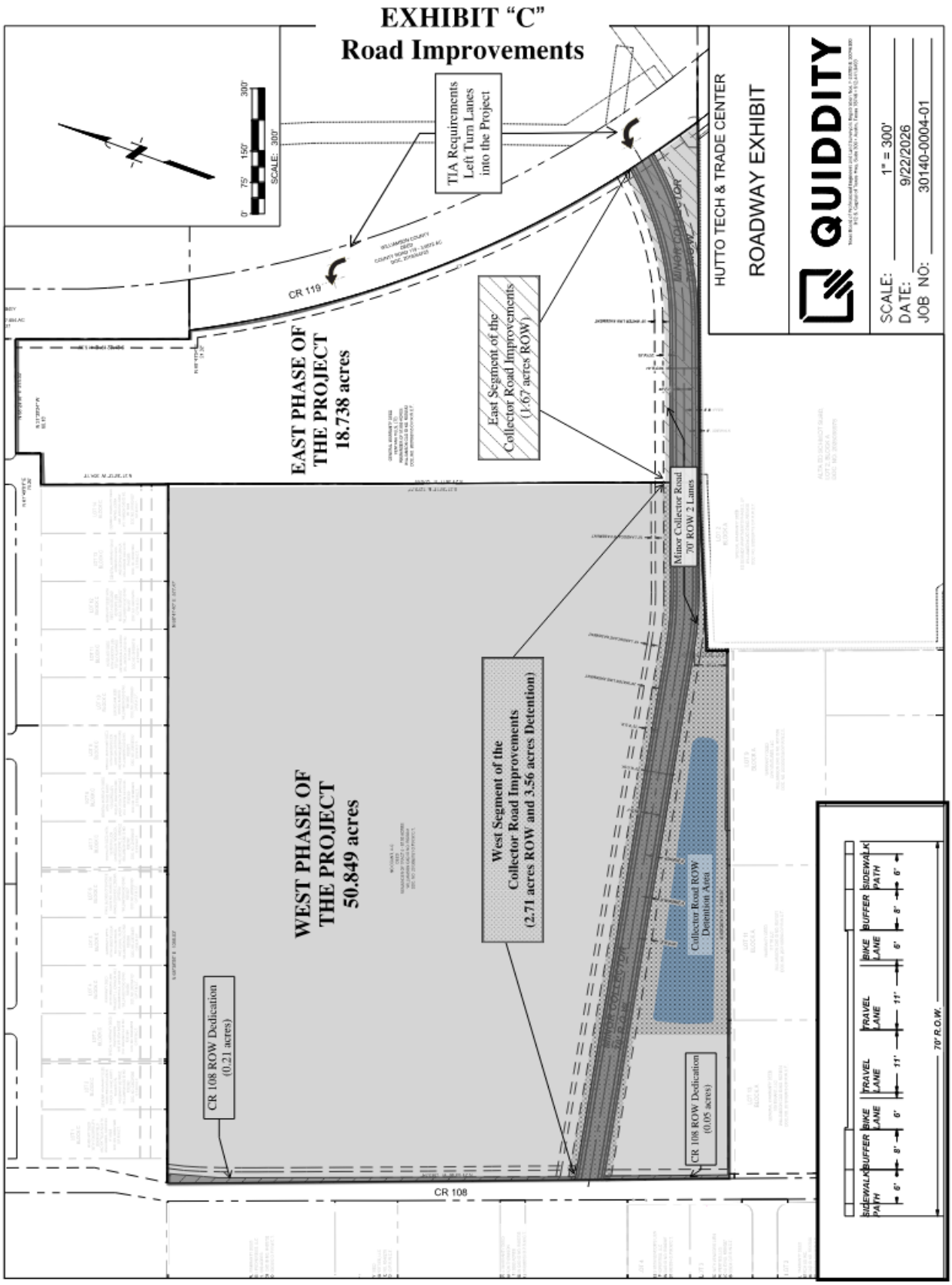


EXHIBIT "C"
Road Improvements
TIA Requirements
Left Turn Lanes
into the Project
CR 119
EAST PHASE OF
THE PROJECT
18.738 acres
East Segment of the
Collector Road Improvements
(1.67 acres ROW)
Minor Collector Road
70' ROW 2 Lanes
WEST PHASE OF
THE PROJECT
50.849 acres
West Segment of the
Collector Road Improvements
(2.71 acres ROW and 3.56 acres Detention)
Collector Road ROW
Detention Area
CR 108 ROW Dedication
(0.21 acres)
CR 108 ROW Dedication
(0.05 acres)
CR 108
HUTTO TECH & TRADE CENTER
ROADWAY EXHIBIT
QUIDDITY
SCALE: 1" = 300'
DATE: 9/22/2026
JOB NO: 30140-0004-01
SIDEWALK
PATH
BUFFER
BIKE
LANE
TRAVEL
LANE
70' R.O.W.

EXHIBIT "E-1"

SERVICE EXTENSION REQUEST

[*See Attachment*]

Docusign Envelope ID: ACCDADC4-201E-838A-83B3-A8281ADFA928

Mayor
Mike Snyder

Mayor Pro Tem
Evan Porterfield

Council Members
Jerrel W. Reynolds, Place 1
Dan Thornton, Place 2
Jim Morris, Place 3
Corina Zepeda, Place 4
Evan Porterfield, Place 5
Aaron King, Place 6

City Manager
James R Earp, CPM

SERVICE EXTENSION REQUEST (SER)
ADDENDUM NO. 1

NOTICE OF AMENDMENT

This addendum shall be inserted as the first page of SER No. 25-0015 and shall accompany the original signed SER whenever it is distributed. It revises the approved wastewater allocation only. Except as specifically modified herein, all findings, analyses, requirements, conditions, and provisions of the original SER remain unchanged.

Revision History

Revision	Date	Description
Original	02/25/2026	SER issued for 200 LUEs
Addendum No. 1	07/22/2026	Increase approved allocation to 221 LUEs

Project: Hutto 69 **SER No.:** 25-0015
Original SER: 02/25/2026 **Addendum:** 07/22/2026

Approved Utility Allocation

Description	Original	Revised
Wastewater LUEs	200	221

The approved wastewater allocation authorized by SER No. 25-0015 is increased from 200 to 221 Living Unit Equivalents (LUEs). All wastewater flow calculations, impact fees, capacity reservations, and future plan reviews shall be based on the revised allocation of 221 LUEs.

Except for the revision described above, SER No. 25-0015 remains unchanged and in full force and effect.

Approved:

DocuSigned by:
_____
JAMES R. EARP, CPM

James R. Earp, CPM
City Manager

Date: 7/22/2026

Docusign Envelope ID: ACCDADC4-201E-838A-83B3-A8281ADFA928

Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

Council Members
Charles Warner, Place 1
Dan Thornton, Place 2
Jim Morris, Place 3
Peter Gordon, Place 4
Evan Porterfield, Place 5
Aaron King, Place 6

City Manager
James R Earp, CPM

February 25, 2026
Mr. Eric Vann, P.E.
Quiddity Engineering
101 E Old Settlers Blvd
Suite 280
Round Rock, TX 78665
evann@quiddity.com

RE: Hutto 69
Service Extension Request –Wastewater Utilities

Dear Mr. Vann

Thank you for your interest in developing in the City of Hutto. We have reviewed your Service Extension Request for wastewater utility service.

In order for the City of Hutto to provide wastewater service to your proposed development, the requirements listed in the attached SER responses must be addressed.

This letter provides the information about existing capacity and the needed improvements to provide the requested service. As noted in the application, this information is only valid for 180 days from the date of this letter. Actual capacity is reserved only upon payment or reservation fees or impact fees as applicable. Final service is subject to plan review, approval of construction drawings, payment of all applicable water and wastewater impact fees, capital recovery fees, and/or pro-rata charges, and compliance with the City's Utility Design Criteria and current adopted codes. Water meter size (s) and sewer connection(s) as applicable will be determined during the civil plan review process based on demand calculations. Fire flow availability must be confirmed by a hydraulic analysis or field test at the applicant's expense if required by the fire marshal.

Docusign Envelope ID: ACCDADC4-201E-838A-83B3-A8281ADFA928

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact us at (512) 759-4933 or email Roxanne.Flores@HuttoTX.gov with any questions.

Sincerely,

Patricia A. Davis, MSCE, P.E., LGPP
Interim City Engineer

Attachments:
SER Application

EXHIBIT "E-2"

OFFSITE WASTEWATER IMPROVEMENTS

[*See Attachment*]

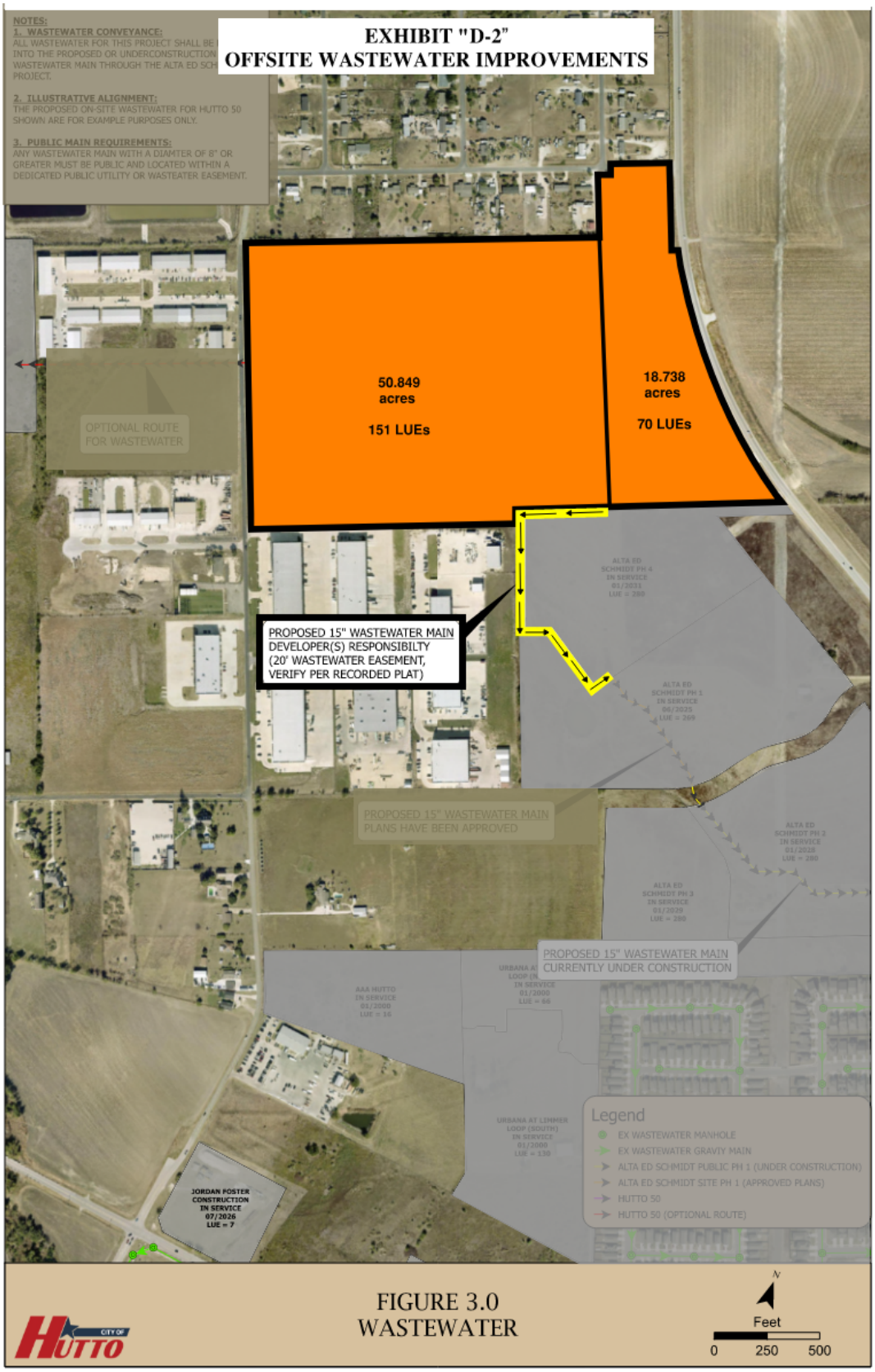


EXHIBIT "D-2"
OFFSITE WASTEWATER IMPROVEMENTS
NOTES:
1. WASTEWATER CONVEYANCE:
ALL WASTEWATER FOR THIS PROJECT SHALL BE
INTO THE PROPOSED OR UNDERCONSTRUCTION
WASTEWATER MAIN THROUGH THE ALTA ED SCH
PROJECT.
2. ILLUSTRATIVE ALIGNMENT:
THE PROPOSED ON-SITE WASTEWATER FOR HUTTO 50
SHOWN ARE FOR EXAMPLE PURPOSES ONLY.
3. PUBLIC MAIN REQUIREMENTS:
ANY WASTEWATER MAIN WITH A DIAMTER OF 8" OR
GREATER MUST BE PUBLIC AND LOCATED WITHIN A
DEDICATED PUBLIC UTILITY OR WASTEATER EASEMENT.
50.849
acres
151 LUEs
18.738
acres
70 LUEs
OPTIONAL ROUTE
FOR WASTEWATER
PROPOSED 15" WASTEWATER MAIN
DEVELOPER(S) RESPONSIBILTY
(20' WASTEWATER EASEMENT,
VERIFY PER RECORDED PLAT)
PROPOSED 15" WASTEWATER MAIN
PLANS HAVE BEEN APPROVED
PROPOSED 15" WASTEWATER MAIN
CURRENTLY UNDER CONSTRUCTION
JORDAN POSTER
CONSTRUCTION
IN SERVICE
07/2026
LUE = 7
Legend
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
ALTA ED SCHMIDT PUBLIC PH 1 (UNDER CONSTRUCTION)
ALTA ED SCHMIDT SITE PH 1 (APPROVED PLANS)
HUTTO 50
HUTTO 50 (OPTIONAL ROUTE)
CITY OF HUTTO
FIGURE 3.0
WASTEWATER
N
Feet
0
250
500

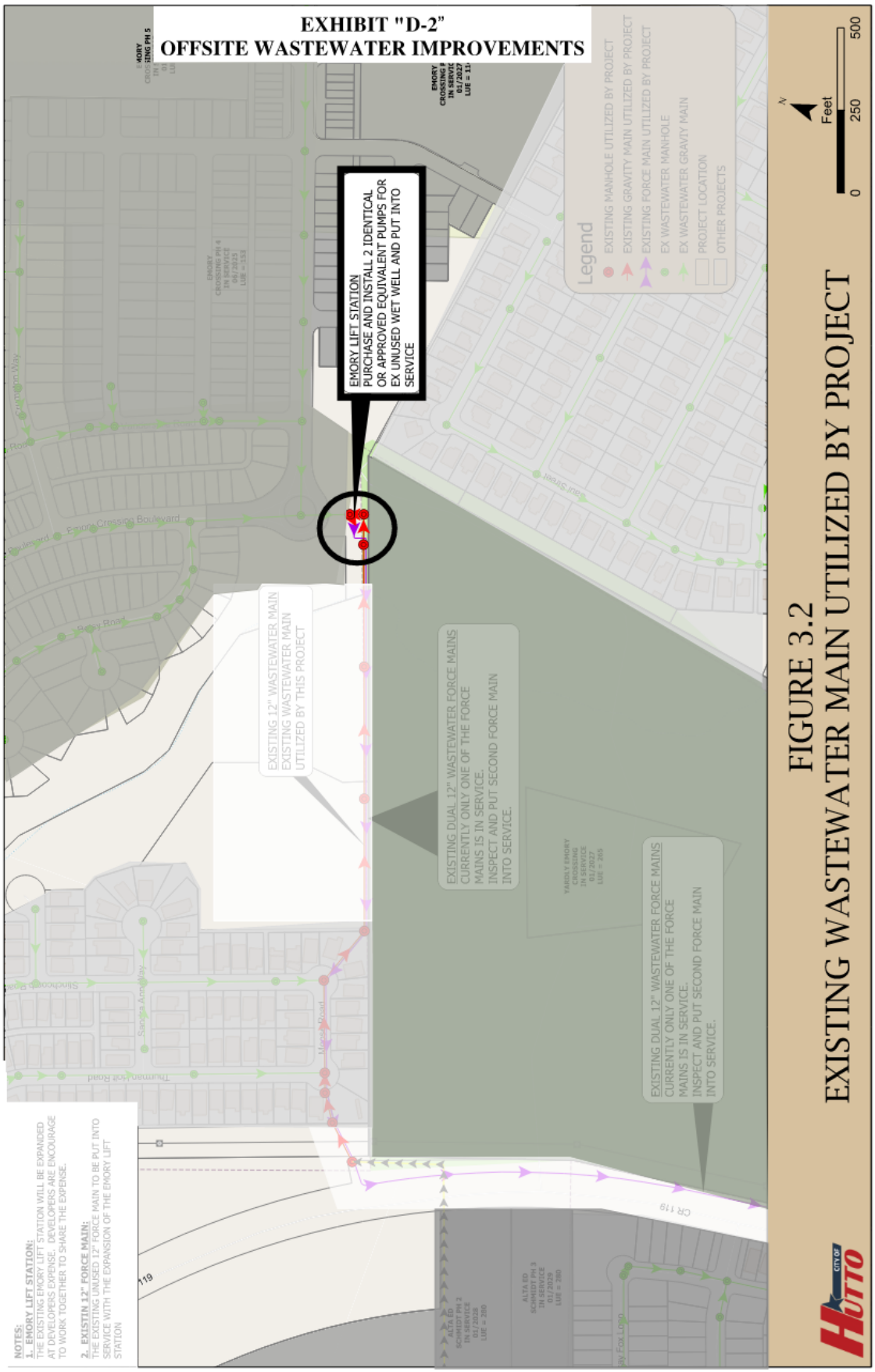


EXHIBIT "D-2"
OFFSITE WASTEWATER IMPROVEMENTS
EMORY LIFT STATION
PURCHASE AND INSTALL 2 IDENTICAL OR APPROVED EQUIVALENT PUMPS FOR EX UNUSED WET WELL AND PUT INTO SERVICE
EXISTING 12" WASTEWATER MAIN
EXISTING WASTEWATER MAIN UTILIZED BY THIS PROJECT
EXISTING DUAL 12" WASTEWATER FORCE MAINS
CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE.
INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
EXISTING DUAL 12" WASTEWATER FORCE MAINS
CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE.
INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
Legend
EXISTING MANHOLE UTILIZED BY PROJECT
EXISTING GRAVITY MAIN UTILIZED BY PROJECT
EXISTING FORCE MAIN UTILIZED BY PROJECT
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
PROJECT LOCATION
OTHER PROJECTS
N
Feet
0
250
500
FIGURE 3.2
EXISTING WASTEWATER MAIN UTILIZED BY PROJECT
NOTES:
1. EMORY LIFT STATION:
THE EXISTING EMORY LIFT STATION WILL BE EXPANDED AT DEVELOPERS EXPENSE. DEVELOPERS ARE ENCOURAGE TO WORK TOGETHER TO SHARE THE EXPENSE.
2. EXISTIN 12" FORCE MAIN:
THE EXISTING UNUSED 12" FORCE MAIN TO BE PUT INTO SERVICE WITH THE EXPANSION OF THE EMORY LIFT STATION

EXHIBIT "F"

REQUIRED CERTIFICATIONS AND FORM 1295

1. Valid Entity. Owner hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code

2. Israel Boycott. Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, '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. Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

3. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. 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 Owner and its respective parent companies, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

4. Firearm Entity Boycotts. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any,

   (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

   (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

5. Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

6. Undocumented Workers. Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Owner is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

7. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, a conflict-of-interest form ("Disclosure of Interested Parties") must be filled out at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html. If applicable, the City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

8. Form 1295. A completed version of this Form 1295 has been provided to the City and is hereby incorporated and attached to this **Exhibit F**.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1513494

Date Filed:
09/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ventana Hills, Ltd.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
ANX-26-0004
Development Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
White Bluff Development, LLC	Austin, TX United States	X	
Morgan, Clay	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Clay Morgan, and my date of birth is 11-27-1960.

My address is 10829 Jollyville Rd, Austin (city), TX (state), 78759 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 10 day of September (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.4a4bf2cb

EXHIBIT "G"

REQUIRED INSURANCE

Owner and all contractors, subcontractors, engineers, and consultants shall, for the term of this Agreement and while performing work on any public improvement for which Owner may seek reimbursement, procure and maintain, with a reputable insurer eligible to conduct business in the State of Texas, the following insurance policies as required by the City:

Type of Insurance	Amount of Insurance	Required Provisions
Commercial General (Public) Liability to include coverage for, at a minimum, the following: Premises/Operations; Operations; Independent Contractors; Personal Injury; and Contractual Liability.	$1,000,000 per occurrence and $2,000,000 general aggregate OR $2,000,000 combined single coverage limit	City must be listed as an "Additional Insured" and provide thirty (30) day notice of cancellation or material change in coverage. City must be provided a waiver of subrogation. City prefers the insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard and Poor's.
Business Auto Liability	$1,000,000 combined single limit	City must be provided with a waiver of subrogation.
Workers' Compensation & Employers Liability	Statutory Limits of $1,000,000 per incident	City must be provided with a waiver of subrogation.
Professional Liability	$1,000,000 per occurrence	Inclusion of a no burn-off provision is required.
Builder's Risk	$1,000,000 per occurrence and $2,000,000 general aggregate OR $2,000,000 combined single coverage limit	City must be listed as an "Additional Insured" and provide thirty (30) day notice of cancellation or material change in coverage. City must be provided a waiver of subrogation. City prefers the insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard and Poor's.

(a) Cost. Owner shall be responsible for paying premiums, deductibles, and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by Owner (not by its contractors, subcontractors, engineers, and consultants). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of Owner under this Agreement.

(b) Certificates of Insurance and Insurance Policy Documents**.** Certificates of Insurance will not be accepted as substitutes for copies of Insurance Policy Documents. The term "Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

(c) Special Requirements**.** Owner shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. Owner shall submit copies of all Insurance Policy Documents to the City providing evidence of insurance coverage required by this Agreement on or before the commencement of construction of the East Phase of the Project except that asbestos, Hazardous Waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the East Phase of the Project, or as otherwise provided in this Agreement. Owner shall promptly deliver copies of any and all changed or new Insurance Policy Documents to the City, as applicable. Owner will be responsible for (i) overseeing its contractors with respect to such contactors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance Policy Documents evidencing the insurance coverages required hereunder.

(d) Additional Insured. All endorsements, waivers, and notices of cancellation, as well as the policies of commercial general liability and automobile insurance, shall provide that the City is an "Additional Insured", will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage to be delivered to the City as provided in Section 8.01 of this Agreement, or such other address as the City may notify Owner in writing.

EXHIBIT "H"

WASTEWATER PUMP AND HAUL SERVICES AGREEMENT

The **City of Hutto, Texas,** a home-rule municipal corporation ("City") and **Opus Development Company, LLC**, a Delaware limited liability company ("Developer"), collectively the "Parties", enter into this Wastewater Pump and Haul Services Agreement (this "Pump and Haul Agreement") for the provision of pump and haul wastewater services, including collection, transportation, treatment, and disposal, in accordance with the Development Agreements (defined herein below) and all Applicable Laws.

RECITALS

WHEREAS, Developer is the contract purchaser and developer of that certain approximately 50.849 acres of land located in the City of Hutto, Williamson County, Texas, (the "West Parcel") and that certain 18.738 acres of land located in the City of Hutto, Williamson County, Texas (the "East Parcel"). The West Parcel and East Parcel being collectively referred to herein as the "Property", as more specifically described in **Exhibit A;**

WHEREAS, the West Parcel is subject to that certain Amended and Restated Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____, and the East Parcel is subject to that certain Annexation and Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____ (collectively, the "Development Agreements");

WHEREAS, Developer intends to develop the Project on the Property, in accordance with the Development Agreements; and

WHEREAS, the provision of Wastewater Service (defined below) to the Project requires the construction by Developer of the Wastewater Infrastructure, as defined and described in the Development Agreements and shown on **Exhibit B** attached hereto; and

WHEREAS, Developer has requested that the City allow Wastewater Services to the Property by Pump and Haul until such time as the Wastewater Infrastructure is fully operational with the capability of serving the Project on the Property;

WHEREAS, the City and Developer desire to set forth, in this Pump and Haul Agreement, the terms and conditions governing the provision of Pump and Haul Wastewater Service to the Project and the Property.

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. RECITALS

The recitals set forth above are hereby incorporated into the body of this Pump and Haul Agreement by this reference.

II. DEFINITIONS

Unless indicated otherwise herein, capitalized terms used herein shall have the meanings ascribed to them in the Development Agreements.

"Effective Date" as the term is used in this Pump and Haul Agreement, means the date upon which this Pump and Haul Agreement has been duly executed by the Parties.

"Pump and Haul" means the method for the provision of Wastewater Services, whether by the City or other provider contracted by Developer, that utilizes the pumping of wastewater for vehicular transport to a point of disposal.

"Pump and Haul Deposit" means cash deposited and maintained by Developer in an escrow account with the City to secure the continuation of the Pump and Haul Wastewater Services on the Property as required pursuant to the terms of this Pump and Haul Agreement.

"Wastewater Infrastructure Completion Period" means the period commencing upon the Effective Date of this Pump and Haul Agreement and expiring upon completion of construction of the Wastewater Infrastructure.

"Wastewater Infrastructure Fiscal Security" means the fiscal security maintained by Developer with the City that guarantees the construction of the Wastewater Infrastructure, as required in accordance with the applicable provisions of the UDC.

"Wastewater Service(s)" means the collection, transportation, treatment, and disposal of wastewater from the Property.

III. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

3.01 ISSUANCE OF BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

Developer may obtain building permits and certificates of occupancy prior to completion of the Wastewater Infrastructure, subject to full compliance with the following terms and conditions:

(a) Developer maintains Wastewater Infrastructure Fiscal Security to the extent required by and in accordance with the applicable provisions of the UDC.

(b) The facilities necessary to provide Pump and Haul Wastewater Service to the portion of the Property or phase of the Project for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and Wastewater Service by Pump and Haul under this Pump and Haul Agreement is otherwise available to the Property.

(c) Developer maintains the Pump and Haul Deposit, as required pursuant to the terms of Section 5.01 below, during such time as Developer is utilizing Pump and Haul Wastewater Service for the Property. The Pump and Haul Deposit shall be an amount reasonably approved by the City, and agreed to by Developer, as

representing the cost of six (6) months of Pump and Haul Wastewater Service from the Property, based on current Pump and Haul invoices and taking into account projected increases in the number of customers, which amount shall initially be $_____ . Nothwithstanding the foregoing, for purposes of clarity, the Parties agree that compliance with this Subsection 3.01(c) shall be applicable only to certificates of occupancy, and not be required as a condition precedent for Developer to obtain a building permit.

(d) Developer is not in default, beyond applicable notice and cure periods, under this Pump and Haul Agreement.

(e) While Developer is utilizing Pump and Haul Wastewater Service for the Property, Developer demonstrates to the City that Developer has a current contract with a Pump and Haul provider, which may include the City, that meets the requirements of this Pump and Haul Agreement.

(f) All other conditions for issuance of the applicable building permit or certificate of occupancy set forth in Applicable Laws (as modified by this Pump and Haul Agreement or the Development Agreements) have been met.

3.02 SUSPENSION OF ISSUANCE OF PERMITS

In the event that at any time the applicable conditions in Section 3.01 of this Pump and Haul Agreement are not met, and Developer does not remedy such failure within thirty (30) days after receipt of written notice thereof from the City, the City may suspend the issuance of building permits and certificates of occupancy for the Project until such conditions are satisfied.

IV. WASTEWATER SERVICES

4.01 GENERAL

The Parties acknowledge that, pursuant to the Development Agreements and in accordance with an executed Wastewater Reservation of Capacity Agreement, upon completion of the Wastewater Infrastructure by Developer, and acceptance thereof by the City, the City will provide Wastewater Service to the Project. The City shall furnish Wastewater Service to customers within the Property in accordance with the Development Agreements, this Pump and Haul Agreement, and the UDC. In the event of a conflict between the terms of the UDC and this Pump and Haul Agreement, this Pump and Haul Agreement shall prevail.

4.02 PUMP AND HAUL SERVICE PROVIDED

Developer, at its sole cost and expense, shall cause wastewater from the Project to be pumped and hauled and disposed of in a manner that is compliant with Applicable Laws, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare, until such time as the expiration of the Wastewater Infrastructure Completion Period.

4.03 PUMP AND HAUL PROVIDER

Developer shall maintain with the City, at all times, the Pump and Haul provider's current contact information and designated representatives who are available twenty-four (24) hours a day to respond to complaints or issues related to wastewater disposal.

4.04 RECORDS

In the event Developer has a contract with a Pump and Haul provider other than the City, Developer shall make commercially reasonable efforts to cause such Pump and Haul provider to maintain complete records of the Pump and Haul Wastewater Services provided, and Developer shall maintain with the City a copy of any reports required by Applicable Laws related to providing Pump and Haul Wastewater Services.

4.05 TRANSITION OF SERVICES

The City and Developer shall reasonably cooperate to smoothly transition Wastewater Service from Developer to the City upon completion of the Wastewater Infrastructure.

4.06 PAYMENT FOR PUMP AND HAUL SERVICES

(a) In the event that the City provides Pump and Haul Wastewater Service to the Property prior to the expiration of the Wastewater Infrastructure Completion Period, then Developer shall be responsible for all costs and expenses incurred by the City in connection therewith. The City shall furnish a written invoice to Developer for payment for such costs and expenses to Developer on a monthly basis, and Developer shall provide payment in full to the address specified on the invoice within thirty (30) days after receipt of the written invoice.

(b) In the event that the City provides Pump and Haul Wastewater Service to the Property after the expiration of the Wastewater Infrastructure Completion Period, then the City shall be responsible for all costs and expenses incurred by the City in connection therewith.

V. PUMP AND HAUL DEPOSIT

5.01 ESCROW ACCOUNT

As a condition precedent to Developer obtaining a certificate of occupancy pursuant to Section 3.01 hereof, Developer shall deposit the Pump and Haul Deposit into escrow with the City, and the City shall hold the same in trust in an Escrow Account (herein so called) until the expiration of the Wastewater Infrastructure Completion Period, for the purposes of paying for Pump and Haul Wastewater Services to the Property upon the occurrence of one of the events set forth in Section 5.02.

5.02 DRAWS UPON ESCROW ACCOUNT

The City may, but is not obligated to, draw upon the Pump and Haul Deposit to take over providing and paying for Pump and Haul Wastewater Services to the Property upon the occurrence of one or more of the following:

a) Developer fails to provide Pump and Haul Wastewater Services to the Property as required by this Pump and Haul Agreement.

b) Developer becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors, or if a receiver, trustee, or liquidator of any of the property or income of Developer is appointed.

In the event the City takes over providing Pump and Haul Wastewater Services to the Property, pursuant to this Section 5.02, Developer shall assign any then-existing unexpired contract with a Pump and Haul provider under this Pump and Haul Agreement to the City upon the City's request.

5.03 REASSESSMENT OF PUMP AND HAUL DEPOSIT

Notwithstanding the foregoing, every two (2) months following the date of the initial deposit of the Pump and Haul Deposit into the Escrow Account, the Parties shall perform a true up in order to ensure that the Pump and Haul Deposit amount remaining in the Escrow Account is sufficient to cover the cost of six (6) months of Pump and Haul Wastewater Service from the Property, based on current Pump and Haul invoices and taking into account projected increases in the number of customers.

5.04 RELEASE OF THE PUMP AND HAUL DEPOSIT

The City will promptly release the balance of the Pump and Haul Deposit to Developer upon final acceptance of the Wastewater Infrastructure by the City.

5.05 INSUFFICIENT PUMP AND HAUL DEPOSIT

In the event that the City takes over Pump and Haul Wastewater Services pursuant to Section 5.02 above, and the amount of the Pump and Haul Deposit in the Escrow Account is insufficient to pay for the cost (calculated under the terms of such existing contract assigned to the City pursuant to Section 5.02, or under the same terms as similarly situated customers and property) incurred by the City for providing Pump and Haul Wastewater Services to the Project, Developer shall reimburse the amount that exceeds the Pump and Haul Deposit within thirty (30) days of written demand by the City and receipt of the City's documented third-party costs, subject to the limitations provided herein.

VI. WASTEWATER SERVICE TO BE PROVIDED BY CITY

6.01 DRAWING UPON FISCAL SECURITY

If Developer fails or refuses to timely complete the construction of the Wastewater Infrastructure in accordance with the UDC, the Development Agreements, and the approved plans and specifications for the Project, the City will have the right, but not the obligation, to draw on the Wastewater Infrastructure Fiscal Security posted by Developer and complete the Wastewater Infrastructure, as provided by the UDC and the terms of the Development Agreements.

6.02 COMPLETION OF WASTEWATER INFRASTRUCTURE

In the event the City provides notice and elects to complete the Wastewater Infrastructure, pursuant to the UDC and Development Agreements, all plans and specifications, designs, easements, and improvements acquired, produced, or installed in aid of completing such

Wastewater Infrastructure by Developer or its engineers or contractors before such default, will become the property of the City, to the extent that Developer has the legal right to convey or assign such items to the City. In such event, Developer will provide, within fifteen (15) business days of the City's request, documentation to the City that the above listed items have been conveyed and have become the property of the City, to the extent that Developer has the legal right to convey or assign such items to the City.

The Parties agree that upon final acceptance of the Wastewater Infrastructure by the City and placement of the Wastewater Infrastructure into service, the City will provide Wastewater Service to all customers within the Project on the same terms and conditions as similarly situated customers and property.

VII. INSURANCE AND INDEMNIFICATION

7.01 INSURANCE

Developer, or the company selected by Developer to provide Pump and Haul Wastewater Services under this Pump and Haul Agreement, shall procure and maintain, at its sole cost and expense, during such time as Developer is utilizing Pump and Haul Wastewater Service for the Property, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Pump and Haul Agreement. All Certificates of Insurance and endorsements shall be furnished to the City at the time of execution of this Pump and Haul Agreement.

(a) Insurance policies required:

(i) General Commercial Liability Coverage – Minimum of $1,000,000.00 per occurrence for bodily injury and property damage; $2,000,000.00 aggregate.

(ii) Business Automobile Liability Coverage – Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

(iii) Umbrella/Excess Liability Coverage – Minimum of not less than $1,000,000.00.

(iv) Pollution Liability Insurance – Minimum coverage of not less than $3,000,000.

(b) General Requirements Applicable to Policies.

(i) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

(ii) Developer will request that each insurance policy be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Hutto, Texas.

(iii) Upon request, certified copies of all insurance policies shall be furnished to the City of Hutto, Texas.

(iv) The City of Hutto, Texas, is to be added as an "Additional Insured" to the

General Commercial Liability Policy and the Umbrella/Excess Liability Policy. The coverage shall contain no special limitations on the scope of protection afforded to the City.

7.02 ENFORCEMENT ACTIONS

In the event that the EPA or the TCEQ issues any order or penalty for violations of Applicable Law resulting from the Pump and Haul Wastewater Services provided under this Pump and Haul Agreement, Developer shall be responsible for payment of said penalties within the time required under the order or Applicable Law.

VIII. NOTICE OF AGREEMENT

8.01 NOTICE OF AGREEMENT AND PUMP AND HAUL WASTEWATER SERVICES

A memorandum of this Pump and Haul Agreement ("Memorandum") acceptable to City and Developer shall be recorded in the Official Public Records of Williamson County, Texas, that places prospective property owners on notice that Wastewater Service may be provided by Pump and Haul until completion of the Wastewater Infrastructure.

IX. REPRESENTATIONS AND WARRANTIES

9.01 DEVELOPER

Developer warrants and represents the following:

(a) Developer is a duly organized entity validly existing and in good standing under the laws of the State of Delaware with proper authority to execute this Pump and Haul Agreement and perform the obligations presented;

(b) Performance under this Pump and Haul Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound; and

(c) Developer has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect Developer's ability to perform its obligations under this Pump and Haul Agreement.

This Pump and Haul Agreement constitutes a legal, valid, and binding obligation of Developer enforceable in accordance with its terms.

9.02 CITY

The City warrants and represents the following:

(a) The City is a municipal corporation with full right and authority to enter into this Pump and Haul Agreement and perform the obligations presented; and

(b) Performance under this Pump and Haul Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Pump and Haul Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

X. TERM

10.01 TERM

This Pump and Haul Agreement shall be effective upon execution and shall expire at such time as Developer completes and the City accepts the Wastewater Infrastructure and commences operation thereof (such that Pump and Haul Wastewater Service is no longer necessary). Any payment obligations of Developer or the City that accrue prior to termination of this Pump and Haul Agreement shall survive termination. Notwithstanding the foregoing, the Parties agree that in the event Developer's current contract to purchase the Property is terminated or Developer decides not to pursue development of the Project, Developer may, in its sole discretion and without penalty, terminate this Pump and Haul Agreement by providing written notice to the City. If Developer exercises its termination right pursuant to the immediately preceding sentence, then this Pump and Haul Agreement shall be deemed to automatically terminate and be of no further force and effect, and an affidavit executed by Developer and recorded in the Official Public Records of Williamson County, Texas, certifying the facts supporting and evidencing the termination of this Pump and Haul Agreement (a "Termination Affidavit") shall be deemed sufficient and neither the City nor Developer shall have any further obligations hereunder and this Pump and Haul Agreement shall no longer encumber the Property. Third parties shall have the right to rely on such Termination Affidavit, provided, however, at Developer's request and expense, the City shall promptly execute and acknowledge a counterpart to such Termination Affidavit.

XI. DEFAULT, REMEDIES, AND TERMINATION

11.01 EVENTS OF DEFAULT

(a) No Party shall be in default under this Pump and Haul Agreement until notice reasonably detailing the nature of the alleged failure has been provided. A Party alleged to be in default under this Pump and Haul Agreement shall have thirty (30) days to cure such alleged failure.

(b) If a Party remains in default beyond the thirty (30) day cure period, the aggrieved Party may seek relief available at law or in equity including, but not limited to, relief provided under the Uniform Declaratory Judgement Act found at Chapter 37 of the Texas Civil Practice and Remedies Code, specific performance, mandamus, and injunctive relief. Notwithstanding, however, no default under this Pump and Haul Agreement shall:

(i) Entitle the aggrieved Party to terminate this Pump and Haul Agreement;

(ii) Adversely affect or impair the current or future obligations of the City to provide applicable utility service or any other necessary service to the Project;

(iii) Entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) Reduce the term of this Pump and Haul Agreement.

(c) In the event of any legal action or proceeding to enforce the provisions of this Pump and Haul Agreement and recover damages for breach, the Parties agree to pay their own respective attorney's fees and expenses incurred by reason of such action.

XII. MISCELLANEOUS

12.01 NOTICES

Any notice required under this Pump and Haul Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties below.

Developer
Attn: Dustin L. Slack
Opus Development Company, L.L.C.
2306 Lake Austin Boulevard, Suite 214
Austin, TX 78703
Email: dustin.slack@opus-group.com

With copy to:
Attn: Legal Department
Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343
Email: legalnotices@opus-group.com

With copy to:
Attn: Tyler Johnson
Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Email: tyler.johnson@foley.com

With copy to:
Attn: Katie King Ogden
Drenner Group PC
2705 Bee Cave Road, Suite 100
Austin, TX 78746
Email: kogden@drennergroup.com

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634

Email: James.Earp@Huttotx.gov

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

12.02 ASSIGNMENT

Except as provided herein below, the Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Pump and Haul Agreement without the prior written consent of the other; provided, however, Developer may, without the prior written consent of, or notice to, the City, assign this Pump and Haul Agreement in whole or in part, including any obligation, right, title, or interest of Developer under this Pump and Haul Agreement, to (i) any related or affiliated entity of Developer and (ii) any subsequent owner of all or a portion of the Property (each, a "Permitted Assignee"). Any attempted assignment, transfer, or delegation other than to a Permitted Assignee in violation of this provision is void and without effect.

Developer may not assign its rights under this Pump and Haul Agreement to any other party that:

(a) is delinquent on taxes or fees to the City;

(b) is in material default under any development or financing agreement with the City;

(c) lacks, in the discretion of the City and/or City Council, the experience, expertise, and the financial capacity and ability to perform the duties or obligations assigned under this Pump and Haul Agreement; or

(d) is unable to certify compliance with all of the requirements presented herein.

Developer shall provide the City with written notice of an intent to assign this Pump and Haul Agreement to a person, party, or entity that is not a Permitted Assignee. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial, which approval shall not be unreasonably withheld, conditioned, or delayed. Assignment decisions are final.

Furthermore, notwithstanding the foregoing, Developer may, without advance notice to, or the prior written consent of, the City, collaterally assign its rights and interests under this Pump and Haul Agreement to any lender or institutional investor providing project financing to Developer (a "Project Lender") as security for such financing, including by mortgage, deed of trust, pledge, or other security instrument. Any such collateral assignment shall not constitute a transfer or delegation of Developer's obligations under this Pump and Haul Agreement. Developer shall provide the City written notice of the name and address of any Project Lender promptly following such collateral assignment. Upon request, the City shall execute any reasonable estoppel certificates or consent to assignment documents required by the Project Lender. The City's rights under this Pump and Haul Agreement shall be subject and subordinate to the lien of any such security

instrument for so long as the related financing remains outstanding.

12.03 AMENDMENT

Except as provided in Section 10.01 herein above, this Pump and Haul Agreement may be amended only by the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council.

12.04 NO THIRD-PARTY BENEFICIARIES

Except as expressly provided in this Pump and Haul Agreement, nothing will be construed to confer upon any person other than the parties any rights, benefits or remedies under or because of this Pump and Haul Agreement.

12.05 BINDING NATURE

This Pump and Haul Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

12.06 ENTIRE AGREEMENT

This Pump and Haul Agreement, together with the Development Agreements and the Wastewater Reservation of Capacity Agreement, constitutes the entire agreement between the Parties regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Pump and Haul Agreement shall supersede all previous communications, representations, or agreements, either oral or written, regarding the subject matter hereof.

12.07 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control (an "Event of Force Majeure"). For the purposes of this Pump and Haul Agreement, Events of Force Majeure include, but are not limited to, the following: acts of God; fire; flood; explosion; vandalism; extreme or unusual weather events; changes in law, rules, or regulations outside the control of the affected Party; national emergencies; pandemics or similar occurrence; supplier failures, shortages, or breach or delay; unusual delay in obtaining the City's approval of plats, permits, or other development approvals required to construct and operate the Project; orders or acts of civil or military authority; riots or insurrections; or acts of terrorism. Except as otherwise provided herein, there shall be an equitable adjustment allowed for performance under this Pump and Haul Agreement, and applicable deadlines will be extended accordingly, as the result of any Event of Force Majeure.

12.08 GOVERNING LAW AND VENUE

This Pump and Haul Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Pump and Haul Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. The Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens.*

12.09 SEVERABILITY AND WAIVER

In the event that any provision of this Pump and Haul Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Pump and Haul Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Pump and Haul Agreement shall not be a waiver of rights.

12.10 SURVIVAL

The following sections and provisions shall survive expiration, termination, or rescission of this Pump and Haul Agreement: Indemnification (Section 12.16) and Liabilities of City Employees (Section 12.14).

12.11 COUNTERPARTS

This Pump and Haul Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

12.12 CONSIDERATION

This Pump and Haul Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

12.13 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those rights, privileges, and immunities are not inconsistent with the terms of this Pump and Haul Agreement.

12.14 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Pump and Haul Agreement. This Pump and Haul Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

12.15 MUTUAL ASSISTANCE

The City and Developer shall do all things reasonably necessary and appropriate to perfect the terms of this Pump and Haul Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Pump and Haul Agreement.

12.16 INDEMNIFICATION

DEVELOPER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR

ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF DEVELOPER, INCLUDING THE NEGLIGENCE OF DEVELOPER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PUBLICLY DEDICATED INFRASTRUCTURE WITHIN THE PROJECT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND THE CITY, DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 12.16 SURVIVE THE TERMINATION OR EXPIRATION OF THIS PUMP AND HAUL AGREEMENT.

12.17 GOVERNMENTAL CONTRACT CERTIFICATIONS

Developer shall, for the term of this Pump and Haul Agreement, remain in compliance with the terms and conditions outlined in **Exhibit C**, attached hereto.

12.18 EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – WASTEWATER INFRASTRUCTURE
EXHIBIT C – GOVERNMENTAL CONTRACT CERTIFICATIONS

[SIGNATURE PAGES TO FOLLOW]

DEVELOPER:

OPUS DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

_____
Name: _____
Title: _____

STATE OF TEXAS §
§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026, by _____, the _____, of OPUS DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, on behalf of said entity.

_____
Notary Public in and for the State of Texas

CITY:

THE CITY OF HUTTO, TEXAS,
a Texas home-rule municipal corporation

_____
James R. Earp, CPM, City Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2026, by JAMES R. EARP, CPM, the CITY MANAGER, of THE CITY OF HUTTO, TEXAS, a Texas home-rule municipal corporation, on behalf of said entity.

_____
Notary Public in and for the State of Texas

EXHIBIT "A" to PUMP AND HAUL AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION

BEING 50.849-acres of land situated in the Aaron Armstrong Survey, Abstract No. 26, Williamson County, Texas, being a remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas; said 50.849-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046", found on the northeastern right-of-way line of County Road No. 108 (R.O.W. Varies) for the southwestern corner of the remainder of said Tract 4, the northwestern corner of Lot 13, Block "A" of the T.K. Industrial Park subdivision as shown on a plat in Document No. 2018062874 of the Plat Records of Williamson County Texas, for the southwestern corner of this herein described tract;

THENCE: North 21°50'46" West a distance of 1343.14 feet along the northeastern right-of-way line of said County Road No. 108, a southwestern line of the remainder of said Tract 4 to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set for the northwestern corner of the remainder of said Tract 4, the southwestern corner of a 1.91-acre right of way dedication as shown in the plat of Cottonwood Creek, Section One Subdivision in Cabinet R, Slide 370 of the Plat Records of Williamson County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 68°39'52" East along the northwestern line of the remainder of said Tract 4, at 58.25 feet pass a 1/2-inch iron rod found for the southeastern corner of the said 1.91-acre right of way dedication, the southwestern corner of Lot 1, Block G of the said Cottonwood Creek, Section One Subdivision, a distance in all of 1095.83 feet to a 1/2-inch iron rod found ford the southeastern corner of said Cottonwood Creek, Section One Subdivision, the southwestern corner of Cottonwood Creek, Section Two Subdivision as shown on a plat in Cabinet U, Slide 282 of the Plat Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: North 68°41'40" East a distance of 577.47 feet continuing along the northwestern line of the remainder of said Tract 4, the southeastern line of said Cottonwood Creek Section Two Subdivision, to a 1/2-inch iron rod found on the southwestern line of that certain tract of land called to contain 57.895-acres as described in a General Warranty Deed to Ventana Hills, LTD in Document No. 2007068155 of the Official Public Records of Williamson County, Texas, for the southeastern corner of said Cottonwood Creek, Section Two Subdivision, for the northeastern corner of the remainder of said Tract 4, for the northeastern corner of this herein described tract;

THENCE: South 21°35'11" East a distance of 1270.77 feet along the northeastern line of the remainder of said Tract 4, the southwestern line of the Remainder of the said 57.895-acre tract to a 1-inch iron pipe found on the northwestern line of Alta Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southwestern corner of the said 57.895-acre tract, the southeastern corner of the remainder of said Tract 4, for the southeastern corner of this herein described tract;

THENCE: South 66°07'04" West a distance of 403.07 feet along a southeastern line of the remainder of said Tract 4, the northwestern line of the said ALTA Ed Schmidt Subdivision to a mag nail on top of wood post found for an interior corner of the remainder of said Tract 4, the northwestern corner of the said ALTA Ed Schmidt Subdivision, for a corner of this herein described tract;

THENCE: South 21°05'27" East a distance of 49.64 feet along a line of the remainder of said Tract 4, the southwestern line of the said ALTA Ed Schmidt Subdivision to a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for a corner of the remainder of said Tract 4, for the northeastern corner of the said T.K. Industrial Park Subdivision, for the southeastern corner of this herein described tract;

THENCE: South 68°26'51" West along the southeastern line of the remainder of said Tract 4, the northwestern line of the said T.K. Industrial Park Subdivision, at 884.63 feet pass a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for the northwestern corner of Lot 11, Block "A" and the northeastern corner of Lot 13, Block "A" of said T.K. Industrial Park, a distance in all of 1264.01 feet to the POINT OF BEGINNING and CONTAINING 50.849-acres of land.

SURVEYOR'S CERTIFICATION

To First American Title Insurance Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on October 21, 2025

Drawing Date: November 3, 2025
Revised Date: July 08, 2026

STATE OF TEXAS REGISTERED REX L. HACKETT 5573 PROFESSIONAL LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
50.849 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 6 OF 6

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
913 S. Capital of Texas Highway, Suite 169 Austin, TX 78746 512.441.9493

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 50 Alta Survey.dwg

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Williamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 - 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 - 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: September 3, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
18.733 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 3 OF 3

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10048200
912 S. Capital of Texas Highway, Suite 330 Austin, TX 78746 512.661.9488

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 18-Acre Alta Survey 8x11.dwg

EXHIBIT "B" to PUMP AND HAUL AGREEMENT
WASTEWATER INFRASTRUCTURE

[*See Attachment*]

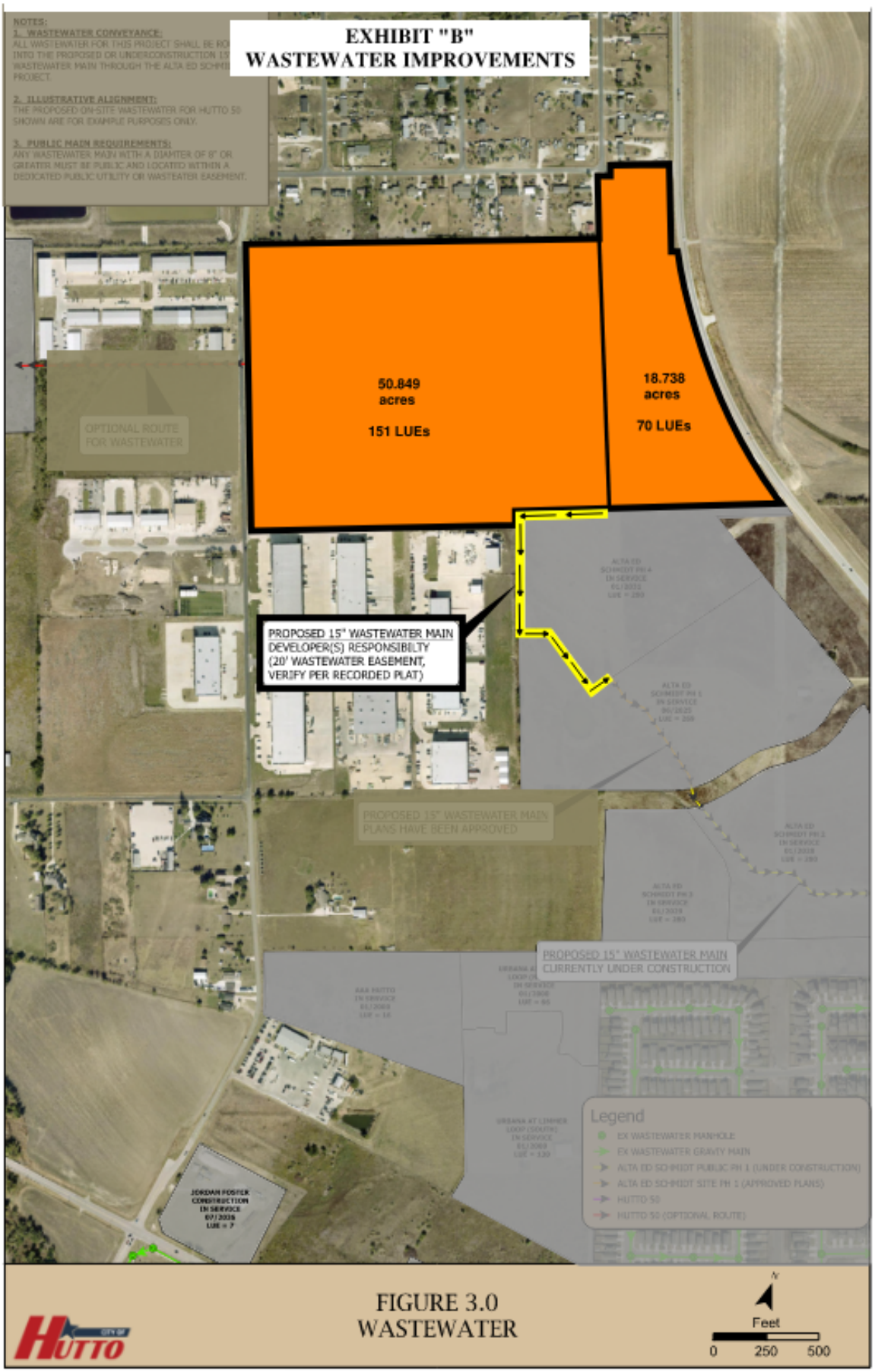


EXHIBIT "B"
WASTEWATER IMPROVEMENTS
NOTES:
1. WASTEWATER CONVEYANCE:
2. ILLUSTRATIVE ALIGNMENT:
3. PUBLIC MAIN REQUIREMENTS:
50.849 acres
151 LUEs
18.738 acres
70 LUEs
OPTIONAL ROUTE FOR WASTEWATER
PROPOSED 15" WASTEWATER MAIN DEVELOPER(S) RESPONSIBILTY (20' WASTEWATER EASEMENT, VERIFY PER RECORDED PLAT)
PROPOSED 15" WASTEWATER MAIN PLANS HAVE BEEN APPROVED
PROPOSED 15" WASTEWATER MAIN CURRENTLY UNDER CONSTRUCTION
Legend
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
ALTA ED SCHMIDT PUBLIC PH 1 (UNDER CONSTRUCTION)
ALTA ED SCHMIDT SITE PH 1 (APPROVED PLANS)
HUTTO 50
HUTTO 50 (OPTIONAL ROUTE)
FIGURE 3.0
WASTEWATER
Feet
0
250
500

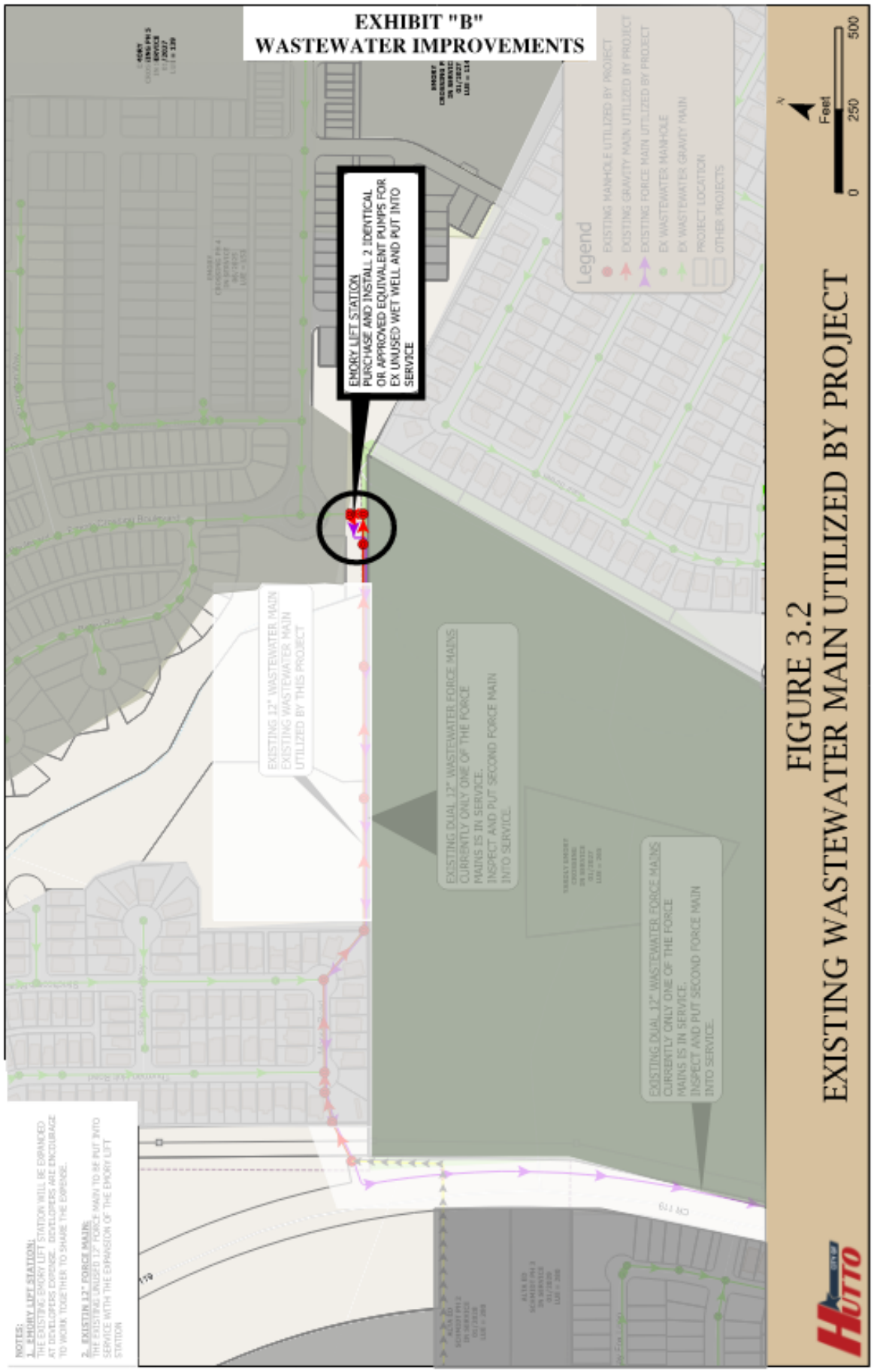


EXHIBIT "B"
WASTEWATER IMPROVEMENTS
EMORY LIFT STATION
PURCHASE AND INSTALL 2 IDENTICAL OR APPROVED EQUIVALENT PUMPS FOR EX UNUSED WET WELL AND PUT INTO SERVICE
Legend
EXISTING MANHOLE UTILIZED BY PROJECT
EXISTING GRAVITY MAIN UTILIZED BY PROJECT
EXISTING FORCE MAIN UTILIZED BY PROJECT
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
PROJECT LOCATION
OTHER PROJECTS
0
250
500
Feet
EXISTING 12" WASTEWATER MAIN EXISTING WASTEWATER MAIN UTILIZED BY THIS PROJECT
EXISTING DUAL 12" WASTEWATER FORCE MAINS CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE. INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
EXISTING DUAL 12" WASTEWATER FORCE MAINS CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE. INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
FIGURE 3.2
EXISTING WASTEWATER MAIN UTILIZED BY PROJECT
NOTES:
1. EMORY LIFT STATION:
THE EXISTING EMORY LIFT STATION WILL BE EXPANDED AT DEVELOPERS EXPENSE. DEVELOPERS ARE ENCOURAGE TO WORK TOGETHER TO SHARE THE EXPENSE.
2. EXISTING 12" FORCE MAINS:
THE EXISTING UNUSED 12" FORCE MAIN TO BE PUT INTO SERVICE WITH THE EXPANSION OF THE EMORY LIFT STATION

EXHIBIT "C" to PUMP AND HAUL AGREEMENT

GOVERNMENTAL CONTRACT CERTIFICATIONS

1. Valid Entity. Developer hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code

2. Israel Boycott. Developer hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Pump and Haul Agreement is a contract for goods or services, will not boycott Israel during the term of this Pump and Haul Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, '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 and exists to make a profit.

3. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. 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 its respective parent companies, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

4. Firearm Entity Boycotts. To the extent this Pump and Haul Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Developer hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any,

   (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

   (b) will not discriminate during the term of this Pump and Haul Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

5. Energy Company Boycotts. To the extent this Pump and Haul Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Developer hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Pump and Haul Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

6. Undocumented Workers. Developer certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Pump and Haul Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Pump and Haul Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

EXHIBIT "I"

WASTEWATER RESERVATION OF CAPACITY AGREEMENT

The **City of Hutto, Texas**, a home-rule municipal corporation ("City") and **Opus Development Company, LLC**, a Delaware limited liability company ("Applicant"), each a "Party" and collectively the "Parties", enter into this Wastewater Reservation of Capacity Agreement (this "Reservation Agreement") for the purpose of facilitating the reservation of wastewater capacity necessary to service future development of the Project on the Property.

RECITALS

WHEREAS, the City provides Wastewater Service to real property located within the corporate limits of the City of Hutto, Texas, and the exterritorial limits of real property located within Williamson County, Texas;

WHEREAS, Applicant is the contract purchaser and developer of that certain approximately 50.849 acres of land located in the City of Hutto, Williamson County, Texas, (the "West Parcel") and that certain 18.738 acres of land located in the City of Hutto, Williamson County, Texas (the "East Parcel"). The West Parcel and East Parcel being collectively referred to herein as the "Property", as more specifically described in **Exhibit A**;

WHEREAS, the West Parcel is subject to that certain Amended and Restated Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____, and the East Parcel is subject to that certain Annexation and Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____ (collectively, the "Development Agreements");

WHEREAS, Applicant intends to develop the Project on the Property in accordance with the Development Agreements and the Concept Plan attached thereto as Exhibit B;

WHEREAS, pursuant to the Development Agreements, the City has agreed to provide Applicant with two hundred twenty-one (221) Living Unit Equivalents ("LUEs") of wastewater capacity for the Project, including one hundred seventy (170) LUEs for the West Parcel and fifty-one (51) LUEs for the East Parcel, as more specifically described in the Service Extension Request for the Project, attached to the Development Agreements as Exhibit D-1 thereof;

WHEREAS, Applicant desires to reserve two hundred twenty-one (221) LUEs of wastewater capacity for utilization at the Property, and the City is willing to reserve the wastewater capacity for Applicant, all of which shall be in accordance with the terms and conditions of this Reservation Agreement and the Development Agreements.

NOW, THEREFORE, intending to be bound and for other good and valuable consideration, the parties hereto agree as follows:

I. RECITALS

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

II. DEFINITIONS

Unless indicated otherwise herein, capitalized terms used herein shall have the meanings ascribed to them in the Development Agreements.

"Effective Date" means the date upon which the last of each of the Parties has approved and duly executed this Reservation Agreement.

"Reservation Date" means the date upon which Applicant has executed this Reservation Agreement and paid, in full, the Reservation Fee. The Reservation Date may be simultaneous with, but in no event later than sixty (60) calendar days from, the approval of the Development Agreements.

"Reservation Fee" means the fee required pursuant to the terms of this Reservation Agreement to reserve the totality of the LUEs requested under this Reservation Agreement.

"Wastewater Facilities Escrow Agreement" means the future agreement between the City and Applicant governing the escrow account necessary to facilitate payment for Wastewater Service, in a form mutually agreeable to the Parties.

"Wastewater Service" means the collection, transmission, treatment, or disposal of wastewater for the Property.

"Wastewater Service Agreement" means the future agreement between the City and Applicant governing the collection, transmission, treatment, or disposal of wastewater for the Property, in a form mutually agreeable to the Parties.

III. RESERVATION OF WASTEWATER CAPACITY

3.01 RESERVATION OF CAPACITY

(a) Upon execution of this Reservation Agreement by the Parties and the City's receipt of full payment of the Reservation Fee by Applicant, two hundred twenty-one (221) LUEs shall be considered reserved by the City for the purposes of providing Wastewater Service to the Property. Applicant acknowledges and agrees that the reserved LUEs shall not be used at any other location or for any other purpose other than those specified herein.

(b) If Applicant, in the future, seeks to reserve additional LUEs for the Project, the availability of the same shall be dependent upon the totality of available wastewater capacity, including consideration of other reservations. Additional LUEs requested to be reserved shall be an amendment to this Reservation Agreement and the date

of the reservation of the additional LUEs shall commence upon approval of the City Engineer and payment of the additional Reservation Fee.

(c) Reserved LUEs must be utilized within three (3) years of the Reservation Date. Unless renewed in accordance with the provisions of Section 4.03 below, failure to use LUEs within this timeline shall result in a reversion of funds and a loss of reservation as set forth below.

3.02 REVERSION OF FUNDS

If Applicant fails to utilize the LUEs within the time period provided in Subsection 3.01(c) above, subject to the renewal provisions of Section 4.03 below, the City shall refund the total sum of Reservation Fee paid by Applicant; provided, however, notwithstanding the above, Applicant reserves all rights available under the Development Agreements.

IV. FEES, SUBMITTAL, AND RENEWAL

4.01 CALCULATION OF RESERVATION FEE

Applicant acknowledges and agrees to the following:

(a) The Reservation Fee for an individual LUE is fixed at Seventy and 00/100 Dollars ($70.00); and

(b) The Reservation Fee required under this Reservation Agreement totals Fifteen Thousand Four Hundred Seventy and 00/100 Dollars ($15,470.00).

Applicant acknowledges and agrees that the Reservation Fee shall be paid contemporaneously with the execution of this Reservation Agreement.

4.02 FEE SUBMITTAL

Reservation Fees and any subsequent renewal fees shall be submitted to the following:

City of Hutto
Attn: Public Works Department
500 W. Live Oak Street
Hutto, TX 78634

4.03 RENEWAL OF RESERVATION

Applicant acknowledges and agrees that payment of the Reservation Fee presented in Section 4.01 reserves LUEs for three (3) calendar years from the Reservation Date (the "Reservation Expiration"). Payment of the Reservation Fee is required to preserve any unused LUEs after the Reservation Expiration.

Reservation Fees required to renew a reservation shall apply to and be calculated based on any unused LUEs. The Reservation Fee for the unused LUEs shall be calculated by the City Engineer sixty (60) days prior to the Reservation Expiration and paid by the Applicant on or before the Reservation Expiration.

4.04 CREDITS AND REIMBURSEMENTS

Notwithstanding the foregoing, the Parties agree that nothing herein shall be deemed to

effect, conflict with, or in any way diminish Applicant's rights to any credits, offsets, reimbursements, or rough proportionality determinations pursuant to Applicable Law and in accordance with the terms of the Development Agreements.

V. ADDITIONAL OBLIGATIONS

5.01 WASTEWATER SERVICE AGREEMENT

The Parties shall, within six (6) months of Applicant receiving written notice from the City that the City is able to accept flows from the Property for processing at the South Wastewater Treatment Plant owned by the City, execute a Wastewater Service Agreement.

Failure to enter into a Wastewater Service Agreement shall result in the termination of this Reservation Agreement and result in the forfeiture of all Reservation Fee(s) and loss of LUE reservation.

VI. VERIFICATIONS

6.01 GOVERNMENTAL CONTRACT CERTIFICATIONS

Applicant shall, for the term of this Reservation Agreement, remain in compliance with the terms and conditions outlined in **Exhibit B**, attached hereto.

6.02 HB 1295 COMPLIANCE

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, a conflict-of-interest form ("Disclosure of Interested Parties") must be filled out at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html. If applicable, the City has no obligation under this Reservation Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

VII. MISCELLANEOUS

7.01 NOTICES

Any notice required under this Reservation Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties below.

Applicant
Attn: Dustin L. Slack
Opus Development Company, L.L.C.
2306 Lake Austin Boulevard, Suite 214
Austin, TX 78703
Email: dustin.slack@opus-group.com

With copy to:
Attn: Legal Department

Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343
Email: legalnotices@opus-group.com

With copy to:
Attn: Tyler Johnson
Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Email: tyler.johnson@foley.com

With copy to:
Attn: Katie King Ogden
Drenner Group PC
2705 Bee Cave Road, Suite 100
Austin, TX 78746
Email: kogden@drennergroup.com

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634
Email: James.Earp@Huttotx.gov

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: alan@texasmunicipallawyers.com

7.02 ASSIGNMENT

Except as provided herein below, the Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Reservation Agreement without the prior written consent of the other; provided, however, Applicant may, without the prior written consent of, or notice to, the City, assign this Reservation Agreement in whole or in part, including any obligation, right, title, or interest of Applicant under this Reservation Agreement, to (i) any related or affiliated entity of Applicant and (ii) any subsequent owner of all or a portion of the Property (each, a "Permitted Assignee"). Any attempted assignment, transfer, or delegation other than to a Permitted Assignee in violation of this provision is void and without effect.

Applicant may not assign its rights under this Reservation Agreement to any other party that:

(a) is delinquent on taxes or fees to the City;

(b) is in material default under any development or financing agreement with the City;

(c) lacks, in the discretion of the City and/or City Council, the experience, expertise, and the financial capacity and ability to perform the duties or obligations assigned under this Reservation Agreement; or

(d) is unable to certify compliance with all of the requirements presented herein.

Applicant shall provide the City with written notice of an intent to assign this Reservation Agreement to a person, party, or entity that is not a Permitted Assignee. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial, which approval shall not be unreasonably withheld, conditioned, or delayed. Assignment decisions are final.

Furthermore, notwithstanding the foregoing, Applicant may, without the prior written consent of, or notice to, the City, collaterally assign its rights and interests under this Reservation Agreement to any lender or institutional investor providing project financing to Applicant (a "Project Lender") as security for such financing, including by mortgage, deed of trust, pledge, or other security instrument. Any such collateral assignment shall not constitute a transfer or delegation of Applicant's obligations under this Reservation Agreement. Applicant shall provide the City written notice of the name and address of any Project Lender. Upon request, the City shall execute any reasonable estoppel certificates or consent to assignment documents required by the Project Lender. The City's rights under this Reservation Agreement shall be subject and subordinate to the lien of any such security instrument for so long as the related financing remains outstanding.

7.03 AMENDMENT

This Reservation Agreement may be amended only by the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council.

7.04 BINDING EFFECT

This Reservation Agreement shall be binding on and inure to the benefit of the Parties, their respective successors, and assigns.

7.05 ENTIRE AGREEMENT

This Reservation Agreement constitutes the entire agreement between Applicant and the City regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Reservation Agreement shall supersede all previous communications, representations, or agreements, either oral or written, regarding the subject matter hereof.

7.06 COUNTERPARTS

This Reservation Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same agreement.

7.07 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control (an "Event of Force Majeure"). For the purposes of this Reservation Agreement, Events of Force Majeure include, but are not limited to, the following: acts of God; fire; flood; explosion; vandalism; extreme or unusual weather events; changes in law, rules, or regulations outside the control of the affected Party; national emergencies; pandemics or similar occurrence; supplier failures, shortages, or breach or delay; unusual delay in obtaining the City's approval of plats, permits, or other development approvals required to construct and operate the Project; orders or acts of civil or military authority; riots or insurrections; or acts of terrorism. Except as otherwise provided herein, there shall be an equitable adjustment allowed for performance under this Reservation Agreement, and applicable deadlines will be extended accordingly, as the result of any Event of Force Majeure.

7.08 GOVERNING LAW AND VENUE

This Reservation Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Reservation Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. The Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

7.09 SEVERABILITY AND WAIVER

In the event that any provision of this Reservation Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Reservation Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Reservation Agreement shall not be a waiver of rights.

7.10 CONSIDERATION

This Reservation Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

7.11 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those rights, privileges, and immunities are not inconsistent with the terms of this Reservation Agreement.

7.12 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Reservation Agreement. This Reservation Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

7.13 APPROVALS

Applicant agrees to proceed expeditiously with the securing of any and all approvals necessary to develop the Project, which shall be accomplished at the sole cost and expense of the Applicant, subject to the terms and provisions of the Development Agreements.

7.14 MUTUAL ASSISTANCE

The City and Applicant shall do all things reasonably necessary and appropriate to perfect the terms of this Reservation Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Reservation Agreement.

7.15 NO AGENCY

The Applicant is not an agent of the City nor is the City conducting a joint venture with the Applicant, and the Applicant will not represent to the contrary at any time.

7.16 EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – GOVERNMENTAL CONTRACTS CERTIFICATIONS

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and Applicant have caused this Reservation Agreement to be executed by their appropriate representatives, all of whom have been duly authorized to do so, on the date set forth below their respective names.

CITY:

THE CITY OF HUTTO, TEXAS,
a Texas home-rule municipal corporation

_____
James R. Earp, CPM, City Manager

Date: _____

ATTEST:

_____
Laura Hallmark, City Secretary

APPLICANT:

OPUS DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

_____
Name: _____
Title: _____

Date: _____

EXHIBIT "A" to RESERVATION AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION

BEING 50.849-acres of land situated in the Aaron Armstrong Survey, Abstract No. 26, Williamson County, Texas, being a remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas; said 50.849-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046", found on the northeastern right-of-way line of County Road No. 108 (R.O.W. Varies) for the southwestern corner of the remainder of said Tract 4, the northwestern corner of Lot 13, Block "A" of the T.K. Industrial Park subdivision as shown on a plat in Document No. 2018062874 of the Plat Records of Williamson County Texas, for the southwestern corner of this herein described tract;

THENCE: North 21°50'46" West a distance of 1343.14 feet along the northeastern right-of-way line of said County Road No. 108, a southwestern line of the remainder of said Tract 4 to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set for the northwestern corner of the remainder of said Tract 4, the southwestern corner of a 1.91-acre right of way dedication as shown in the plat of Cottonwood Creek, Section One Subdivision in Cabinet R, Slide 370 of the Plat Records of Williamson County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 68°39'52" East along the northwestern line of the remainder of said Tract 4, at 58.25 feet pass a 1/2-inch iron rod found for the southeastern corner of the said 1.91-acre right of way dedication, the southwestern corner of Lot 1, Block G of the said Cottonwood Creek, Section One Subdivision, a distance in all of 1095.83 feet to a 1/2-inch iron rod found ford the southeastern corner of said Cottonwood Creek, Section One Subdivision, the southwestern corner of Cottonwood Creek, Section Two Subdivision as shown on a plat in Cabinet U, Slide 282 of the Plat Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: North 68°41'40" East a distance of 577.47 feet continuing along the northwestern line of the remainder of said Tract 4, the southeastern line of said Cottonwood Creek Section Two Subdivision, to a 1/2-inch iron rod found on the southwestern line of that certain tract of land called to contain 57.895-acres as described in a General Warranty Deed to Ventana Hills, LTD in Document No. 2007068155 of the Official Public Records of Williamson County, Texas, for the southeastern corner of said Cottonwood Creek, Section Two Subdivision, for the northeastern corner of the remainder of said Tract 4, for the northeastern corner of this herein described tract;

THENCE: South 21°35'11" East a distance of 1270.77 feet along the northeastern line of the remainder of said Tract 4, the southwestern line of the Remainder of the said 57.895-acre tract to a 1-inch iron pipe found on the northwestern line of Alta Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southwestern corner of the said 57.895-acre tract, the southeastern corner of the remainder of said Tract 4, for the southeastern corner of this herein described tract;

THENCE: South 66°07'04" West a distance of 403.07 feet along a southeastern line of the remainder of said Tract 4, the northwestern line of the said ALTA Ed Schmidt Subdivision to a mag nail on top of wood post found for an interior corner of the remainder of said Tract 4, the northwestern corner of the said ALTA Ed Schmidt Subdivision, for a corner of this herein described tract;

THENCE: South 21°05'27" East a distance of 49.64 feet along a line of the remainder of said Tract 4, the southwestern line of the said ALTA Ed Schmidt Subdivision to a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for a corner of the remainder of said Tract 4, for the northeastern corner of the said T.K. Industrial Park Subdivision, for the southeastern corner of this herein described tract;

THENCE: South 68°26'51" West along the southeastern line of the remainder of said Tract 4, the northwestern line of the said T.K. Industrial Park Subdivision, at 884.63 feet pass a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for the northwestern corner of Lot 11, Block "A" and the northeastern corner of Lot 13, Block "A" of said T.K. Industrial Park, a distance in all of 1264.01 feet to the POINT OF BEGINNING and CONTAINING 50.849-acres of land.

SURVEYOR'S CERTIFICATION

To First American Title Insurance Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on October 21, 2025

Drawing Date: November 3, 2025
Revised Date: July 08, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
50.849 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 6 OF 6

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10048100
9123 S. Capital of Texas Highway, Suite 100 Austin, TX 78759 512.441.9493

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 50 Alta Survey.dwg

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Williamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 - 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 - 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: September 3, 2026

STATE OF TEXAS REGISTERED REX L. HACKETT 5573 PROFESSIONAL LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
18.733 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 3 OF 3

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10048200
913 S. Capital of Texas Highway, Suite 330 Austin, TX 78746 512.501.9646

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 18-Acre Alta Survey 8x11.dwg

EXHIBIT "B" TO RESERVATION AGREEMENT

GOVERNMENTAL CONTRACT CERTIFICATIONS

1. Valid Entity. Applicant hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code

2. Israel Boycott. Applicant hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reservation Agreement is a contract for goods or services, will not boycott Israel during the term of this Reservation Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, '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. Applicant understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Applicant and exists to make a profit.

3. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither Applicant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Applicant is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. 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 Applicant and its respective parent companies, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Applicant understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Applicant and exists to make a profit.

4. Firearm Entity Boycotts. To the extent this Reservation Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Applicant hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any,

   (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

   (b) will not discriminate during the term of this Reservation Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Applicant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Applicant and exists to make a profit.

5. Energy Company Boycotts. To the extent this Reservation Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Applicant hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Reservation Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Applicant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Applicant and exists to make a profit.

EXHIBIT "J"

COST PARTICIPATION AGREEMENT
HUTTO TECH AND TRADE CENTER

The **City of Hutto, Texas**, a Texas home-rule municipal corporation (the "City") and **Opus Development Company, LLC**, a Delaware limited liability company ("Developer"), each a "Party" and collectively the "Parties", enter into this COST PARTICIPATION AGREEMENT (this "Participation Agreement"), effective as of _____, 2026 (the "Effective Date"), to govern the sharing of costs and benefits of certain improvements as defined herein, in accordance with the Development Agreements (defined herein below).

RECITALS

WHEREAS, Developer is the contract purchaser and developer of that certain approximately 50.849 acres of land located in the City of Hutto, Williamson County, Texas, (the "West Parcel") and that certain 18.738 acres of land located in the City of Hutto, Williamson County, Texas (the "East Parcel"). The West Parcel and East Parcel being collectively referred to herein as the "Property"), as more specifically described in **Exhibit A;**

WHEREAS, the West Parcel is subject to that certain Amended and Restated Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____, and the East Parcel is subject to that certain Annexation and Development Agreement, dated October ___, 2026, between the City and Owner, as authorized by City Resolution No. R-2026-_____ (collectively, the "Development Agreements")

WHEREAS, Developer intends to develop the Project on the Property in accordance with the Development Agreements; and

WHEREAS, Developer has agreed, in accordance with the Development Agreements, to participate in the dedication of right-of-way and installation of certain roadway and wastewater infrastructure for the benefit of the City, including the CR108 ROW Dedication, the Collector Road Improvements, and the TIA Requirements, as such terms are defined in the Development Agreements and more specifically described and depicted on **Exhibit B** attached hereto (collectively referred to herein as, the "Road Improvements"), and the Offsite Wastewater Improvements, as such term is defined in the Development Agreements and more specifically described and depicted on **Exhibit C** attached hereto; the Road Improvements and the Offsite Wastewater Improvements sometimes collectively referred to herein as the "Improvements"); and

WHEREAS, the Parties desire to set forth in writing the terms and conditions of their agreement with respect to the dedication and construction of the Improvements by Developer (the "Work"), and the financial participation and payment obligations between the Parties in connection with the Costs of Work; and

NOW, THEREFORE, the Parties hereby agree as follows:

I. RECITALS

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

II. DEFINITIONS

Unless indicated otherwise herein, capitalized terms used herein shall have the meanings ascribed to them in the Development Agreements.

"City's Proportionate Share" means the City's proportionate share of the Costs of Work, as contemplated herein; provided however, in accordance with the terms of the Development Agreements, City's Proportionate Share shall in no event be less than an amount equal to one-half (½) of the total Costs of Work related to the Collector Road Improvements.

"Cost Sharing Calculation" means the calculation of pro rata costs shared between the Parties, as further described in **Exhibit D**.

"Costs of Work" shall include the market value of the right-of-way and required detention area(s) dedicated within the Property for the Improvements, as well as the Hard Costs and Soft Costs incurred in connection with the Work.

"Developer's Proportionate Share" means the Developer's proportionate share of the Costs of Work, as established in Section 5.01 of the Development Agreements and defined therein as the RP Determination.

III. SCOPE OF AGREEMENT AND TERM

3.01 SCOPE OF AGREEMENT

This Participation Agreement contemplates the sharing of the Costs of Work between the Parties in accordance with the terms of the Development Agreements and the Applicable Laws**.**

3.02 TERM OF AGREEMENT

This Participation Agreement shall be effective upon the Effective Date and shall expire, unless otherwise mutually agreed upon by the Parties, after completion of the Work and payment by the Parties of their pro rata shares in accordance with the terms of this Participation Agreement.

IV. DEVELOPER OBLIGATIONS

4.01 GENERAL

(a) Developer shall pay the applicable Impact Fees pursuant to the terms of the Development Agreements, as specifically provided therein and subject to the credit/offset provisions thereof.

(b) Developer agrees and accepts the following obligations as they relate to this

Participation Agreement:

(i) Required Certifications and Sample Form 1295. Developer shall, for the term of this Participation Agreement, remain in compliance with the terms and conditions outlined in **Exhibit D**, attached hereto. This includes the submittal of the Form 1295, Certificate of Interested Parties, with the Texas Ethics Commission online at www.ethics.state.tx.us/File. A sample of this form is included in **Exhibit D** for reference purposes, and a completed version of the form must be submitted.

(ii) Inspections. Developer shall, as confirmed by City inspections, remain in compliance with applicable UDC standards as they relate to the Improvements.

(iii) Performance and Payment Bonds. Developer shall execute prior to the commencement of and maintain for the duration of the Work, performance and payment bonds in accordance with Chapter 212 of the Texas Local Government Code, the costs of which shall be part of the Costs of Work.

(iv) Maintenance Bonds. Upon completion of the Work, Developer shall provide or cause the provision of a two (2) year maintenance bond in an amount equal to the cost of the construction of the Improvements, the costs of which shall be part of the Costs of Work.

4.02 DESIGN AND CONSTRUCTION

Subject to the terms of the Development Agreements and the City's agreement to pay the City's Proportionate Share of the Costs of Work, Developer has agreed to design and construct, and upon completion convey to the City, the Improvements and to fund Developer's Proportionate Share of the Costs of Work.

4.03 COST SHARE

Developer shall be responsible for Developer's Proportionate Share, as defined above and more particularly detailed on **Exhibit E**.

4.04 DEDICATION OF IMPROVEMENTS

Developer shall facilitate the dedication of the Improvements or portion of the Improvements, to the City following its completion. The Parties agree that no rendering of payment nor any use or occupancy of any improvement contemplated herein shall be interpreted as or constitute the acceptance of said improvement.

Acceptance of dedications by the City shall trigger City responsibility for the maintenance of accepted improvements.

V. CITY OBLIGATIONS

5.01 GENERAL

The City agrees to and accepts the following obligations as they relate to this Participation Agreement:

(a) Permits. The City shall issue, in accordance with Applicable Laws, all permits necessary for the completion of the Work.

(b) Easement Acquisition. In accordance with the terms of the Development Agreements, the City will provide to Developer use of all necessary City lands, rights-of-way and easements, within City ownership or control, for construction of the Improvements. Developer shall not be responsible for obtaining any offsite easements necessary for the construction of the Improvements, and pursuant to the Development Agreements, the City may exercise its power of eminent domain to acquire said necessary offsite easements.

(c) Wastewater Service. The City shall provide the Property with wastewater service sufficient to serve the ultimate build-out of the Project, in accordance with the Development Agreements and a validly executed Wastewater Reservation of Capacity Agreement. Sufficient Living Unit Equivalents have been calculated at an amount not to exceed two hundred twenty-one (221).

(d) Maintenance. After acceptance of the Improvements by the City, the City will assume responsibility for the maintenance of the accepted Improvements, and the Developer will not have any responsibility for any such maintenance

5.02 COST SHARE

The City shall be responsible for the City's Proportionate Share, as defined herein above and more particularly described in **Exhibit E**.

5.03 ESCROW ACCOUNT AND DRAW REQUESTS

Contemporaneously with its execution of this Participation Agreement, the City will fund into an escrow account (the "Escrow Account") established by _____ Title Company, licensed to conduct business in the State of Texas ("Escrow Agent"), an amount equal to the City's Proportionate Share, as more particularly set forth in the Cost Sharing Calculation on **Exhibit E** attached hereto (the "Escrowed Funds"). Developer shall be able to draw from the Escrowed Funds in connection with the design and construction of the Work in accordance with the terms of this Agreement.

Developer may draw on the Escrowed Funds in multiple advances, not more than once a month, periodically as the Work is completed, or upon completion of the Work, in Developer's sole discretion in accordance with the terms of this Participation Agreement and that certain Escrow Agreement executed as of even date herewith by and among Developer, the City, and Escrow Agent. Submitted draw requests must include, at a minimum, the following:

(a) A written progress report detailing the advancement of the Work, to date;

(b) A detailed statement presenting total Costs of the Work incurred, to date;

(c) An itemized statement detailing the Costs of the Work incurred since the preceding payment request; and

(d) Substantiating documentation, including, but not limited to, invoices received and payment rendered, justifying the currently submitted draw request.

The City reserves the right to reject draw requests if substantiating documentation is deemed, in its reasonable discretion, as incomplete or insufficient. Notice of incomplete or insufficient substantiating document shall be provided to Developer within five (5) business days of draw request submittal.

VI. REPRESENTATIONS AND WARRANTIES

6.01 DEVELOPER

Developer warrants and represents the following:

(a) Developer is a duly organized entity validly existing and in good standing under the laws of Texas with proper authority to execute this Participation Agreement and perform the obligations presented;

(b) Performance under this Participation Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound; and

(c) Developer has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect Developer's ability to perform its obligations under this Participation Agreement.

This Participation Agreement constitutes a legal, valid, and binding obligation of Developer enforceable in accordance with its terms.

6.02 CITY

The City warrants and represents the following:

(a) The City is a municipal corporation with full right and authority to enter into this Agreement and perform the obligations presented; and

(b) Performance under this Participation Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Participation Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

VII. MISCELLANEOUS

7.01 NOTICES

Any notice required under this Participation Agreement shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate parties below.

Developer
Attn: Dustin L. Slack
Opus Development Company, L.L.C.
2306 Lake Austin Boulevard, Suite 214
Austin, TX 78703

Email: dustin.slack@opus-group.com

With copy to:
Attn: Legal Department
Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343
Email: legalnotices@opus-group.com

With copy to:
Attn: Tyler Johnson
Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Email: tyler.johnson@foley.com

With copy to:
Attn: Katie King Ogden
Drenner Group PC
2705 Bee Cave Road, Suite 100
Austin, TX 78746
Email: kogden@drennergroup.com

City
The City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, TX 78634
Email: James.Earp@Huttotx.gov

With copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

7.02 ASSIGNMENT

Except as provided herein below, the Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Participation Agreement without the prior written consent of the other; provided, however, Developer may, without the prior written consent of, or notice to, the City, assign this Participation Agreement in whole or in part, including any obligation, right, title, or interest of Developer under this Participation Agreement, to (i) any related or affiliated entity of Developer and (ii) any subsequent owner of all or a portion of the Property (each, a "Permitted Assignee"). Any attempted assignment, transfer, or delegation other than to a Permitted Assignee in violation of this provision is

void and without effect.

Developer may not assign its rights under this Participation Agreement to any other party that:

(a) is delinquent on taxes or fees to the City;

(b) is in material default under any development or financing agreement with the City;

(c) lacks, in the discretion of the City and/or City Council, the experience, expertise, and the financial capacity and ability to perform the duties or obligations assigned under this Participation Agreement; or

(d) is unable to certify compliance with all of the requirements presented herein.

Developer shall provide the City with written notice of an intent to assign this Participation Agreement to a person, party, or entity that is not a Permitted Assignee. The City shall have thirty (30) business days to review the intent to assign and issue an approval or denial, which approval shall not be unreasonably withheld, conditioned, or delayed. Assignment decisions are final.

Furthermore, notwithstanding the foregoing, Developer may, without the prior written consent of, or notice to, the City, collaterally assign its rights and interests under this Participation Agreement to any lender or institutional investor providing project financing to Developer (a "Project Lender") as security for such financing, including by mortgage, deed of trust, pledge, or other security instrument. Any such collateral assignment shall not constitute a transfer or delegation of Developer's obligations under this Participation Agreement. Developer shall provide the City written notice of the name and address of any Project Lender. Upon request, the City shall execute any reasonable estoppel certificates or consent to assignment documents required by the Project Lender. The City's rights under this Participation Agreement shall be subject and subordinate to the lien of any such security instrument for so long as the related financing remains outstanding.

7.03 AMENDMENT

This Participation Agreement may be amended only by the mutual written agreement of the Parties. The Parties understand and agree that all amendments are subject to final approval by the City Council.

7.04 BINDING EFFECT

This Participation Agreement shall be binding on and inure to the benefit of the Parties, their respective successors, and assigns.

7.05 ENTIRE AGREEMENT

This Participation Agreement, together with the Development Agreement, constitutes the entire agreement between Developer and the City regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Participation Agreement shall supersede all previous communications, representations, or agreements, either oral or written, regarding the subject matter hereof.

7.06 COUNTERPARTS

This Participation Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same agreement.

7.07 FORCE MAJEURE

Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused by conditions beyond the Party's reasonable control (an "Event of Force Majeure"). For the purposes of this Participation Agreement, Events of Force Majeure include, but are not limited to, the following: acts of God; fire; flood; explosion; vandalism; extreme or unusual weather events; changes in law, rules, or regulations outside the control of the affected Party; national emergencies; pandemics or similar occurrence; supplier failures, shortages, or breach or delay; unusual delay in obtaining the City's approval of plats, permits, or other development approvals required to construct and operate the Project; orders or acts of civil or military authority; riots or insurrections; or acts of terrorism. Except as otherwise provided herein, there shall be an equitable adjustment allowed for performance under this Participation Agreement, and applicable deadlines will be extended accordingly, as the result of any Event of Force Majeure.

7.08 GOVERNING LAW AND VENUE

This Participation Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Williamson County, Texas. The Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

7.09 SEVERABILITY AND WAIVER

In the event that any provision of this Participation Agreement is deemed illegal, invalid, or unenforceable, it is the intent of the Parties that the remainder of this Participation Agreement shall not be affected. The failure by either Party to enforce any term or provision of this Participation Agreement shall not be a waiver of rights.

7.10 CONSIDERATION

This Participation Agreement is executed by and between the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

7.11 RESERVATION OF RIGHTS

Each Party reserves all rights, privileges, and immunities available under applicable laws to the extent that those rights, privileges, and immunities are not inconsistent with the terms of this Participation Agreement.

7.12 LIABILITIES OF CITY EMPLOYEES

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising

under or related to this Participation Agreement. This Participation Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

7.13 MUTUAL ASSISTANCE

The City and Developer shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Participation Agreement.

7.14 NO JOINT VENTURE

It is acknowledged and agreed by the Parties that the terms of this Participation Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

7.15 EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – ROAD IMPROVEMENTS
EXHIBIT C – WASTEWATER IMPROVEMENTS
EXHIBIT D – REQUIRED CERTIFICATIONS AND SAMPLE FORM 1295
EXHIBIT E – COST SHARING CALCULATION

[*SIGNATURE PAGES TO FOLLOW*]

EXECUTED to be effective as of the Effective Date as defined herein.

DEVELOPER:

OPUS DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

_____
Dustin Slack, Vice President

Date: _____

CITY:

CITY OF HUTTO, TEXAS,
a Texas home-rule municipal corporation

_____
James R. Earp, CPM, City Manager

Date: _____

ATTEST:

By: _____
Name: _____
Title: City Secretary

EXHIBIT "A" TO PARTICIPATION AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

RLH/BRS *JOB # 30140-0004-01*

LEGAL DESCRIPTION

BEING 50.849-acres of land situated in the Aaron Armstrong Survey, Abstract No. 26, Williamson County, Texas, being a remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas; said 50.849-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046", found on the northeastern right-of-way line of County Road No. 108 (R.O.W. Varies) for the southwestern corner of the remainder of said Tract 4, the northwestern corner of Lot 13, Block "A" of the T.K. Industrial Park subdivision as shown on a plat in Document No. 2018062874 of the Plat Records of Williamson County Texas, for the southwestern corner of this herein described tract;

THENCE: North 21°50'46" West a distance of 1343.14 feet along the northeastern right-of-way line of said County Road No. 108, a southwestern line of the remainder of said Tract 4 to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set for the northwestern corner of the remainder of said Tract 4, the southwestern corner of a 1.91-acre right of way dedication as shown in the plat of Cottonwood Creek, Section One Subdivision in Cabinet R, Slide 370 of the Plat Records of Williamson County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 68°39'52" East along the northwestern line of the remainder of said Tract 4, at 58.25 feet pass a 1/2-inch iron rod found for the southeastern corner of the said 1.91-acre right of way dedication, the southwestern corner of Lot 1, Block G of the said Cottonwood Creek, Section One Subdivision, a distance in all of 1095.83 feet to a 1/2-inch iron rod found ford the southeastern corner of said Cottonwood Creek, Section One Subdivision, the southwestern corner of Cottonwood Creek, Section Two Subdivision as shown on a plat in Cabinet U, Slide 282 of the Plat Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: North 68°41'40" East a distance of 577.47 feet continuing along the northwestern line of the remainder of said Tract 4, the southeastern line of said Cottonwood Creek Section Two Subdivision, to a 1/2-inch iron rod found on the southwestern line of that certain tract of land called to contain 57.895-acres as described in a General Warranty Deed to Ventana Hills, LTD in Document No. 2007068155 of the Official Public Records of Williamson County, Texas, for the southeastern corner of said Cottonwood Creek, Section Two Subdivision, for the northeastern corner of the remainder of said Tract 4, for the northeastern corner of this herein described tract;

THENCE: South 21°35'11" East a distance of 1270.77 feet along the northeastern line of the remainder of said Tract 4, the southwestern line of the Remainder of the said 57.895-acre tract to a 1-inch iron pipe found on the northwestern line of Alta Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southwestern corner of the said 57.895-acre tract, the southeastern corner of the remainder of said Tract 4, for the southeastern corner of this herein described tract;

THENCE: South 66°07'04" West a distance of 403.07 feet along a southeastern line of the remainder of said Tract 4, the northwestern line of the said ALTA Ed Schmidt Subdivision to a mag nail on top of wood post found for an interior corner of the remainder of said Tract 4, the northwestern corner of the said ALTA Ed Schmidt Subdivision, for a corner of this herein described tract;

THENCE: South 21°05'27" East a distance of 49.64 feet along a line of the remainder of said Tract 4, the southwestern line of the said ALTA Ed Schmidt Subdivision to a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for a corner of the remainder of said Tract 4, for the northeastern corner of the said T.K. Industrial Park Subdivision, for the southeastern corner of this herein described tract;

THENCE: South 68°26'51" West along the southeastern line of the remainder of said Tract 4, the northwestern line of the said T.K. Industrial Park Subdivision, at 884.63 feet pass a 1/2-inch iron rod with cap stamped "CRICHTON RPLS 4046" found for the northwestern corner of Lot 11, Block "A" and the northeastern corner of Lot 13, Block "A" of said T.K. Industrial Park, a distance in all of 1264.01 feet to the POINT OF BEGINNING and CONTAINING 50.849-acres of land.

SURVEYOR'S CERTIFICATION

To First American Title Insurance Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on October 21, 2025

Drawing Date: November 3, 2025
Revised Date: July 08, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
50.849 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 6 OF 6

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10348100
812 S. Capital of Texas Highway, Suite 107 Austin, TX 78746 512.441.9493

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 50 Alta Survey.dwg

RLH/BRS JOB # 30140-0004-01

LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Nell Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Williamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: September 3, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY
BEING
18.733 ACRES
OUT OF THE
AARON ARMSTRONG SURVEY, A-26
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
SEPTEMBER 2026

SHEET 3 OF 3

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10048100
912 S. Capital of Texas Highway, Suite 330 Austin, TX 78746 512.651.9000

K:\30140\30140-0004-01 Hutto 50 - Prelim\1 Surveying Phase\CAD Files\Working Dwg\30140-0004-01 Hutto 18-Acre Alta Survey 8x11.dwg

EXHIBIT "B" TO PARTICIPATION AGREEMENT

ROAD IMPROVEMENTS

[*See Attachment*]

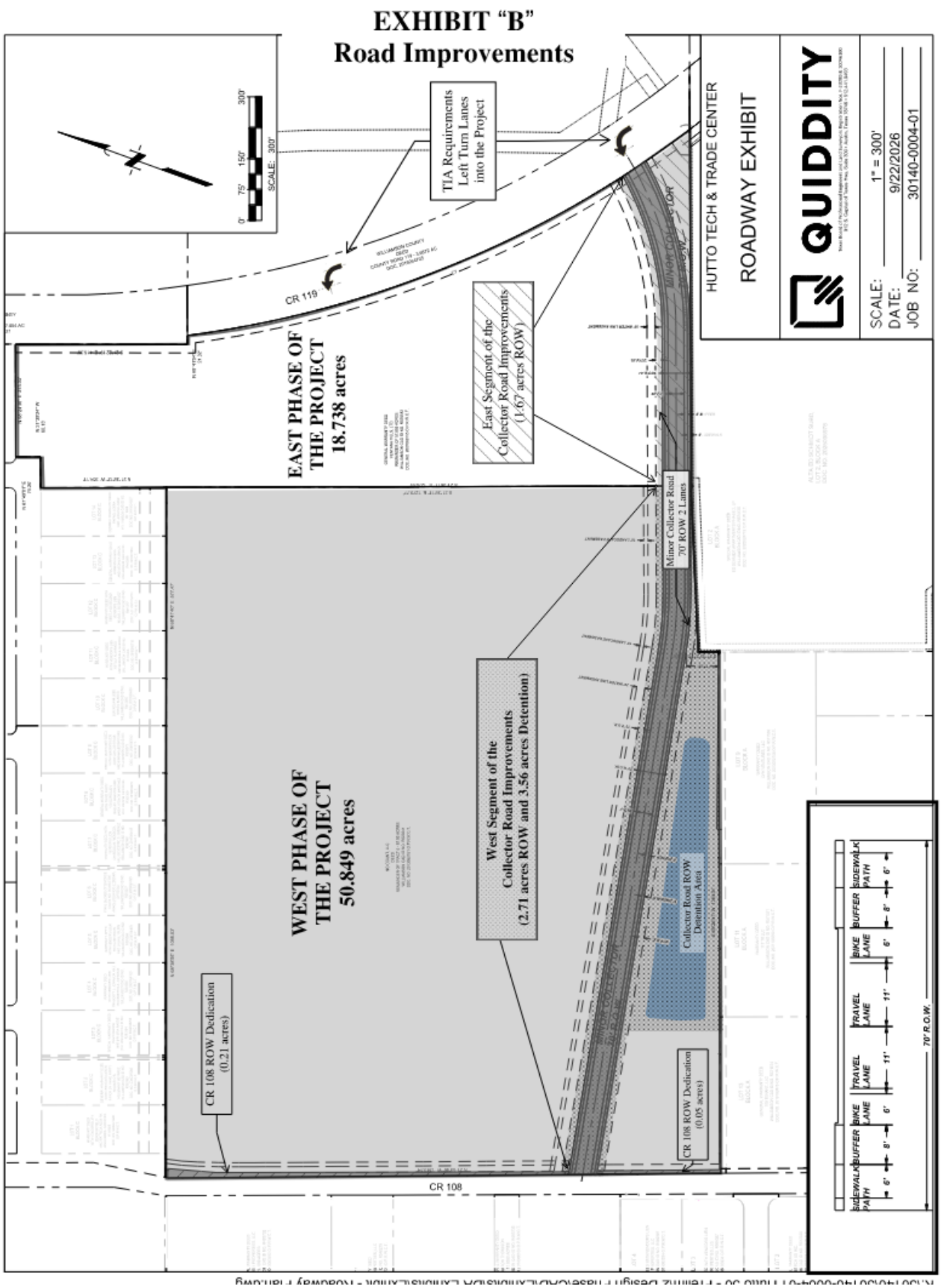


EXHIBIT "B"
Road Improvements
TIA Requirements
Left Turn Lanes
into the Project
CR 119
EAST PHASE OF
THE PROJECT
18.738 acres
East Segment of the
Collector Road Improvements
(1.67 acres ROW)
WEST PHASE OF
THE PROJECT
50.849 acres
West Segment of the
Collector Road Improvements
(2.71 acres ROW and 3.56 acres Detention)
Minor Collector Road
70' ROW 2 Lanes
Collector Road ROW
Detention Area
CR 108 ROW Dedication
(0.21 acres)
CR 108 ROW Dedication
(0.05 acres)
CR 108
HUTTO TECH & TRADE CENTER
ROADWAY EXHIBIT
QUIDDITY
SCALE: 1" = 300'
DATE: 9/22/2026
JOB NO: 30140-0004-01
SIDEWALK
BUFFER
BIKE LANE
TRAVEL LANE
70' R.O.W.

EXHIBIT "C" TO PARTICIPATION AGREEMENT

WASTEWATER IMPROVEMENTS

[*See Attachment*]

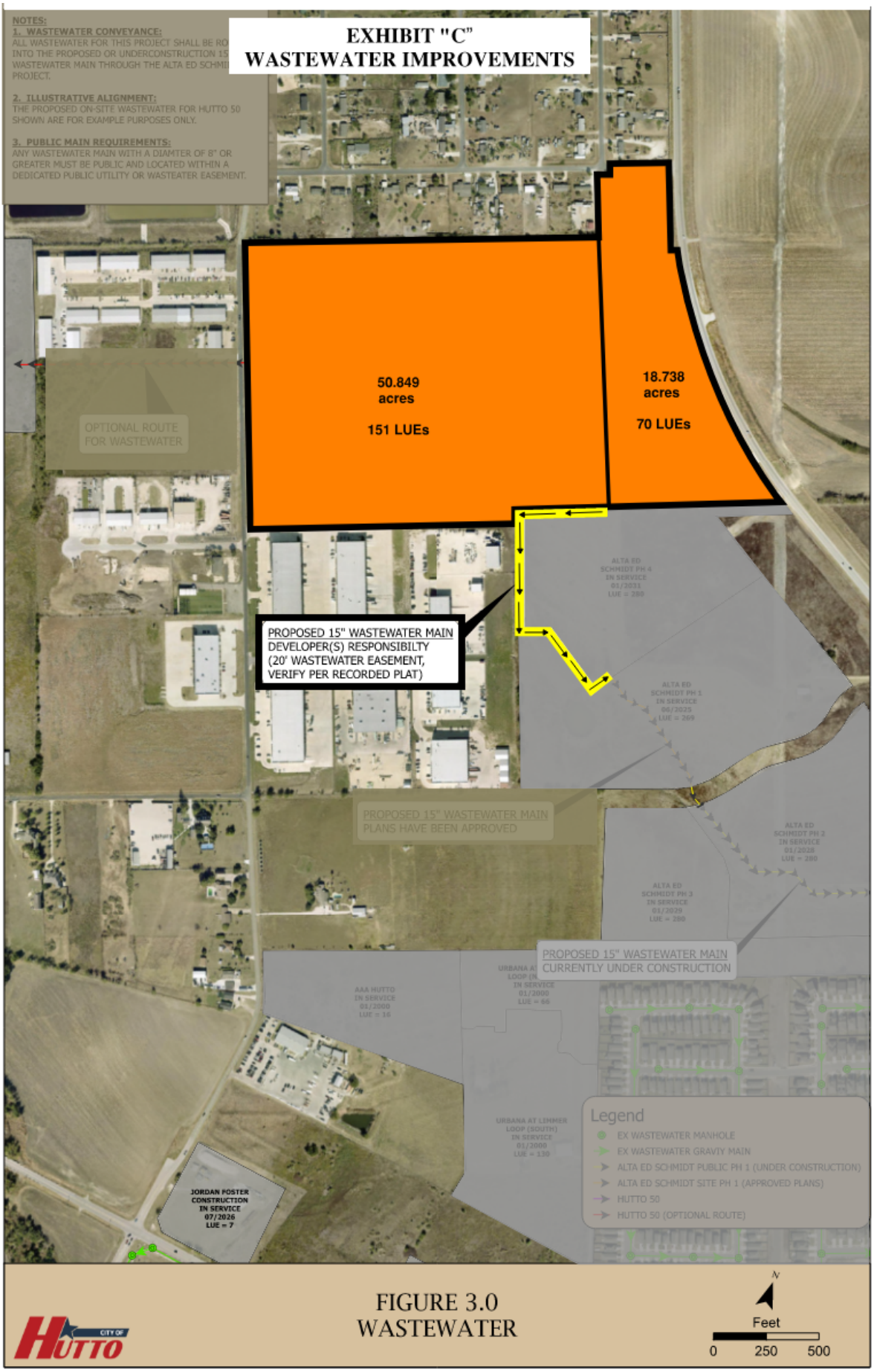


EXHIBIT "C"
WASTEWATER IMPROVEMENTS
NOTES:
1. WASTEWATER CONVEYANCE:
ALL WASTEWATER FOR THIS PROJECT SHALL BE RO
INTO THE PROPOSED OR UNDERCONSTRUCTION 15
WASTEWATER MAIN THROUGH THE ALTA ED SCHMI
PROJECT.
2. ILLUSTRATIVE ALIGNMENT:
THE PROPOSED ON-SITE WASTEWATER FOR HUTTO 50
SHOWN ARE FOR EXAMPLE PURPOSES ONLY.
3. PUBLIC MAIN REQUIREMENTS:
ANY WASTEWATER MAIN WITH A DIAMTER OF 8" OR
GREATER MUST BE PUBLIC AND LOCATED WITHIN A
DEDICATED PUBLIC UTILITY OR WASTEATER EASEMENT.
50.849
acres
151 LUEs
18.738
acres
70 LUEs
OPTIONAL ROUTE
FOR WASTEWATER
PROPOSED 15" WASTEWATER MAIN
DEVELOPER(S) RESPONSIBILTY
(20' WASTEWATER EASEMENT,
VERIFY PER RECORDED PLAT)
PROPOSED 15" WASTEWATER MAIN
PLANS HAVE BEEN APPROVED
PROPOSED 15" WASTEWATER MAIN
CURRENTLY UNDER CONSTRUCTION
JORDAN FOSTER
CONSTRUCTION
IN SERVICE
07/2026
LUE = 7
Legend
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
ALTA ED SCHMIDT PUBLIC PH 1 (UNDER CONSTRUCTION)
ALTA ED SCHMIDT SITE PH 1 (APPROVED PLANS)
HUTTO 50
HUTTO 50 (OPTIONAL ROUTE)
CITY OF HUTTO
FIGURE 3.0
WASTEWATER
N
Feet
0
250
500

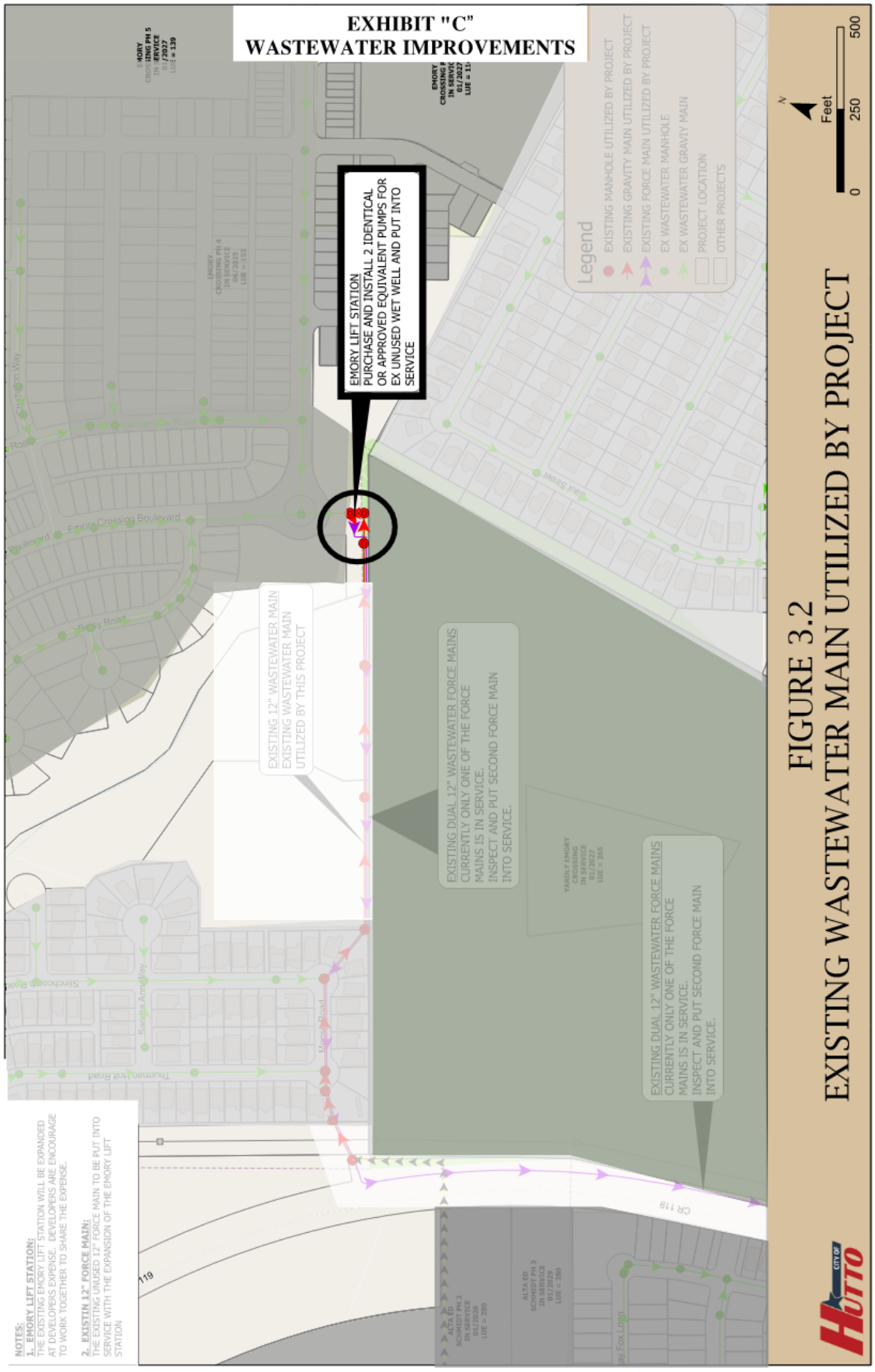


EXHIBIT "C"
WASTEWATER IMPROVEMENTS
EMORY LIFT STATION
PURCHASE AND INSTALL 2 IDENTICAL OR APPROVED EQUIVALENT PUMPS FOR EX UNUSED WET WELL AND PUT INTO SERVICE
EXISTING 12" WASTEWATER MAIN
EXISTING WASTEWATER MAIN UTILIZED BY THIS PROJECT
EXISTING DUAL 12" WASTEWATER FORCE MAINS
CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE.
INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
EXISTING DUAL 12" WASTEWATER FORCE MAINS
CURRENTLY ONLY ONE OF THE FORCE MAINS IS IN SERVICE.
INSPECT AND PUT SECOND FORCE MAIN INTO SERVICE.
Legend
EXISTING MANHOLE UTILIZED BY PROJECT
EXISTING GRAVITY MAIN UTILIZED BY PROJECT
EXISTING FORCE MAIN UTILIZED BY PROJECT
EX WASTEWATER MANHOLE
EX WASTEWATER GRAVITY MAIN
PROJECT LOCATION
OTHER PROJECTS
Feet
0
250
500
FIGURE 3.2
EXISTING WASTEWATER MAIN UTILIZED BY PROJECT
NOTES:
1. EMORY LIFT STATION:
THE EXISTING EMORY LIFT STATION WILL BE EXPANDED AT DEVELOPERS EXPENSE. DEVELOPERS ARE ENCOURAGE TO WORK TOGETHER TO SHARE THE EXPENSE.
2. EXISTIN 12" FORCE MAIN:
THE EXISTING UNUSED 12" FORCE MAIN TO BE PUT INTO SERVICE WITH THE EXPANSION OF THE EMORY LIFT STATION
Emory Crossing Boulevard
Seley Road
Thurman Hill Road
CR 119

EXHIBIT "D" TO PARTICIPATION AGREEMENT
REQUIRED CERTIFICATIONS AND SAMPLE FORM 1295

1. Valid Entity. Owner hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code

2. Israel Boycott. Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, '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. Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

3. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. 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 Owner and its respective parent companies, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

4. Firearm Entity Boycotts. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any,

    (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

5. Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Owner hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

6. Undocumented Workers. Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Owner is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

7. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, a conflict-of-interest form ("Disclosure of Interested Parties") must be filled out at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html. If applicable, the City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

8. Form 1295. A completed version of this form has been provided to the City and is hereby incorporated and attached to this **Exhibit D**.

EXHIBIT "E" TO PARTICIPATION AGREEMENT

COST SHARING CALCULATION

HUTTO 69
IN SERVICE DATE
10/01/2028
LUE = 200
HIGHWAY
130 MIXED USE
IN SERVICE
01/2000
LUE = 504
ALTA ED
SCHMIDT PH 4
IN SERVICE
01/2031
LUE = 280
ALTA ED
SCHMIDT PH 1
IN SERVICE
06/2025
LUE = 269
ALTA ED
SCHMIDT PH 2
IN SERVICE
01/2028
LUE = 280
ALTA ED
SCHMIDT PH 3
IN SERVICE
01/2029
LUE = 280
AAA HUTTO
IN SERVICE
01/2000
LUE = 16
URBANA AT LIMMER
LOOP (SOUTH)
IN SERVICE
01/2000
LUE = 130
County Road 108
County Road 119
County Road 109
Rain Creek Dr
Purple Sage Ln
Little Elm Way
Yaupan Dr
Iron Rd
Redfish Ln
Bluegill Dr
Gemsbok Rd
LEGEND
PROJECT LOCATION
OTHER PROJECTS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1513494

Date Filed:
09/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ventana Hills, Ltd.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ANX-26-0004
Development Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
White Bluff Development, LLC	Austin, TX United States	X	
Morgan, Clay	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Clay Morgan, and my date of birth is [redacted].

My address is 10829 Jollyville Rd, Austin (city), TX (state), 78759 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 10 day of September (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
9.10.

To:	City Council
Subject:	Conduct a public hearing and possible action on Ordinance No. O-2026-054, an application by the Drenner Group, representatives, on behalf of Ventana Hills, LTD, owners, to amend the zoning for an 18.733-acre parcel of land from SF-1 (one-family residence district) to LI (light industrial district) (Hutto Tech & Trade Center). (Howard Koontz)
Meeting:	Thursday, October 1, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

This request is made in conjunction with several other action items for this same property on this agenda. The property in question is approximately 18 acres located along the west side of CR119 (Ed Schmidt Boulevard) roughly 1-1/4 miles north of Limmer Loop. The lot is proposed for municipal annexation at the October 1, 2026 City Council meeting. If successfully annexed, the zoning designation assigned at that time will be SF-1 (Residential - Single household, medium density), consistent with the existing Future Land Use Map designation for the property. This request is to amend that designation from SF-1 to LI (Light Industrial), to align with the overall plan for the property's eventual development.

STAFF RECOMMENDATION:

The Hutto Unified Development Code spells out a list by which an application for a zoning amendment should be evaluated:

The proposed zoning is consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans. The property in question is proposed for a land use designation consistent with this request, i.e. the expected designation for future land use will be Employment Center, and therefore this request to assign LI to the property would be congruent with that designation.

The proposed zoning is compatible with existing and permitted uses on properties in the neighborhood. The lot is adjacent to commonly owned property to the west, which already has the zoning category of LI. This amendment, if granted, would align the adjacent parcels with the same designation and facilitate the establishment of a nearly 70-acre commercial center, reserved for office/warehouse/logistics-type uses enumerated in the allowances for the LI district. Additionally, the property to the south is a higher-density (Multi-family) residential designation, but the remaining lots to the east and north are outside the city's current corporate limits.

Conditions in the neighborhood have changed to the extent the proposed zoning is necessary. The applicants have acquired this 18+/- acre property and plan to combine it with the already-annexed and zoned property to the west, to create a roughly 70-acre master-planned employment campus.

The proposed zoning does not have an adverse impact on surrounding properties or the natural environment. No remarkable adverse impact can specifically be attributed to this development proposal. The project planned for the site is commensurate with other light industry alongside the eastern side of the 130 Tollway through Hutto.

The proposed zoning corrects a clerical or administrative error on the zoning map. Not applicable in this instance.

The proposed zoning results in a logical and orderly development pattern. The proposed zoning assignment is an addition to the already emergent land use of light industry that has established itself in a linear fashion between roughly 600-feet to 4000-feet from the northbound lanes of the 130 Tollway.

The proposed zoning is not merely intended to confer an economic benefit to the property owner. The finished project will add employment to the city and generate primary and secondary taxable activity that is of benefit to far more than the property owners themselves.

The site is a legal building lot. Neither this lot nor its adjacent 50+/- acres to the west are yet platted lots of record. The development process is bound by a specific workflow, and these properties are expected to be legal building lots if the appropriate zoning designation can be assigned first.

PLANNING COMMISSION

At their regular September meeting, the Planning & Zoning Commission considered this item at a Public Hearing. Following a staff presentation, and limited discussion about the issue, the commission voted **6-0 to recommend approval** of the item, as presented.

Staff recommends approval of this request, as presented, pursuant to the findings in this report and consistent with the tenets of both the Comprehensive Plan and Unified Development Code.

FISCAL NOTES:

This item requires no capital expenditure on the part of the City, yet creates an opportunity for new employment and commerce centers in this area of the City.

ATTACHMENTS:

1. HUTTO ORD amend zoning from SF-1 to LI. dsm final
2. HTTCZon(18.733ac)-Init-LOI(6-11-26)
3. UPDATED(7-30-26)-18 Acre - Property Description

4. Hutto_Tech_and_Trade_Center_Zoning_Existing_Zoning_Map

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, APPROVING AMENDMENT TO THE ZONING DESIGNATION OF 18.733 ACRES TO ALLOW FOR REZONING FROM SF-1 (SINGLE FAMILY) TO LI (LIGHT INDUSTRIAL); PROVIDING FINDINGS OF FACT, ENACTMENT, PUBLICATION, PROPER NOTICE AND MEETING, REPEALER, SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (the "City"), is a duly constituted home-rule municipality and, as such, is authorized to; and

WHEREAS, the Planning and Zoning Committee approves application from Ventana Hills, Ltd. for the amendment of the zoning for 18.733 acres located along CR 119 from SF-1 (Single Family) to LI (Light Industrial); and

WHEREAS, the proposed amendment to zoning is for LI to align with the overall plan for the property's eventual development and to facilitate the establishment of a 70+/- acre office/warehouse/logistics-style complex on the combined site; 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 were present and voting; and

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

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

SECTION 1: All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: The zoning of 18.733 acres located along CR 119 is hereby amended to LI to allow for alignment with the overall plan for the property's eventual development and to facilitate the establishment of a 70+/- acre office/warehouse/logistics-style complex on the combined site.

SECTION 3: The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 4: The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION 5: All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 6: The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 7: Pursuant to Section 3.13 of the Hutto City Charter, this ordinance is adopted and enacted.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 1st of October, 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

DRENNER GROUP

Amanda Swor
direct dial: (512) 807-2904
aswor@drennergroup.com

June 8, 2026

Howard Koontz
Director of Development Services
City of Hutto
500 West Live Oak Street
Hutto, Texas 78634

Via Electronic Delivery

Re: Hutto Tech & Trade Center – Zoning Letter of Request – Zoning application for the 18.733-acre piece of property located along Ed Schmidt Boulevard (aka CR 119) in Hutto, Williamson County, Texas (the "Property")

Dear Mr. Koontz:

As representatives of the owner of the Property, we respectfully submit the enclosed Zoning application package. The project is titled Hutto Tech & Trade Center, consists of 18.733 acres, and is located along Ed Schmidt Boulevard. The Property is currently undeveloped.

This request is concurrent with an annexation application and will establish initial permanent zoning on the Property. The requested initial permanent zoning district for the Property is Light Industrial (LI). In accordance with the application information, documents, and materials, below are the requested Letter of Intent requirements.

Parkland

The Property is not located near a recommended area of park development per Hutto's Parks Master Plan (September 2024). Parkland dedication will be accomplished by a Fee in Lieu of Dedication, as outlined in UDC Section 10.609.6. In addition, the separate Parkland Development Fee will be paid with Final Plat recordation.

Future Land Use Map

The Future Land Use designation for the Property is Neighborhoods. In tandem with this zoning submission, a Comprehensive Plan Amendment is also being processed, proposing the designation be amended from Neighborhoods to Employment Center.

Traffic Impact Analysis

The Traffic Impact Analysis has been in process since the end of 2025. Aligned with the agreed-upon scoping, a submission addressing staff concerns was provided to the City in April

2026. Following the impending review by City, County, and TXDOT review authorities, we anticipate receiving final comments in the next month, and resolution to those comments shortly thereafter.

Service Extension Request

The Service Extension Request ("SER") authorization for wastewater was issued by City staff on February 12, 2026. A copy of this document is included for reference.

Proof of Ownership

A copy of the warranty deed is included in this application submission for reference of proof of ownership.

Here is a summary of the request:

- The total land area of the request is 18.733 acres.
- The requested zoning is consistent with all applicable land use and development plans.
- The requested zoning is compatible with existing and permitted uses on properties in the neighborhood, and does not have an adverse impact on surrounding properties or the natural environment.
- The requested zoning results in a logical and orderly development plan.
- The requested zoning is not merely intended to confer an economic benefit to the property owner.
- The site is a legal building lot.
- The development will be served by adequate facilities including streets, fire protection, water and sanitation for the proposed use.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Very truly yours,

Amanda Swor

Amanda Swor

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

Stewart Pate, Manager of GP — Property Owner Signature

Ventana Hills, Ltd. — Property Owner Printed Name

6-2-26 — Date

THE STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Stewart Pate, Mgr. White Bluff Dev GP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 2nd day of June, 2026 A.D.

Notary Public Signature

Amanda Kollodge — Notary Public Printed Name

AMANDA KOLLODGE
Notary ID #132177918
My Commission Expires
September 18, 2027

(Seal

If there are multiple property owners attach separate page(s) with notarized signature(s)

912 S. Capital of Texas Hwy., Suite 300
Austin, Texas 78746
Tel: 512.441.9493
www.quiddity.com

LEGAL DESCRIPTION

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60’ R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Wiliamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

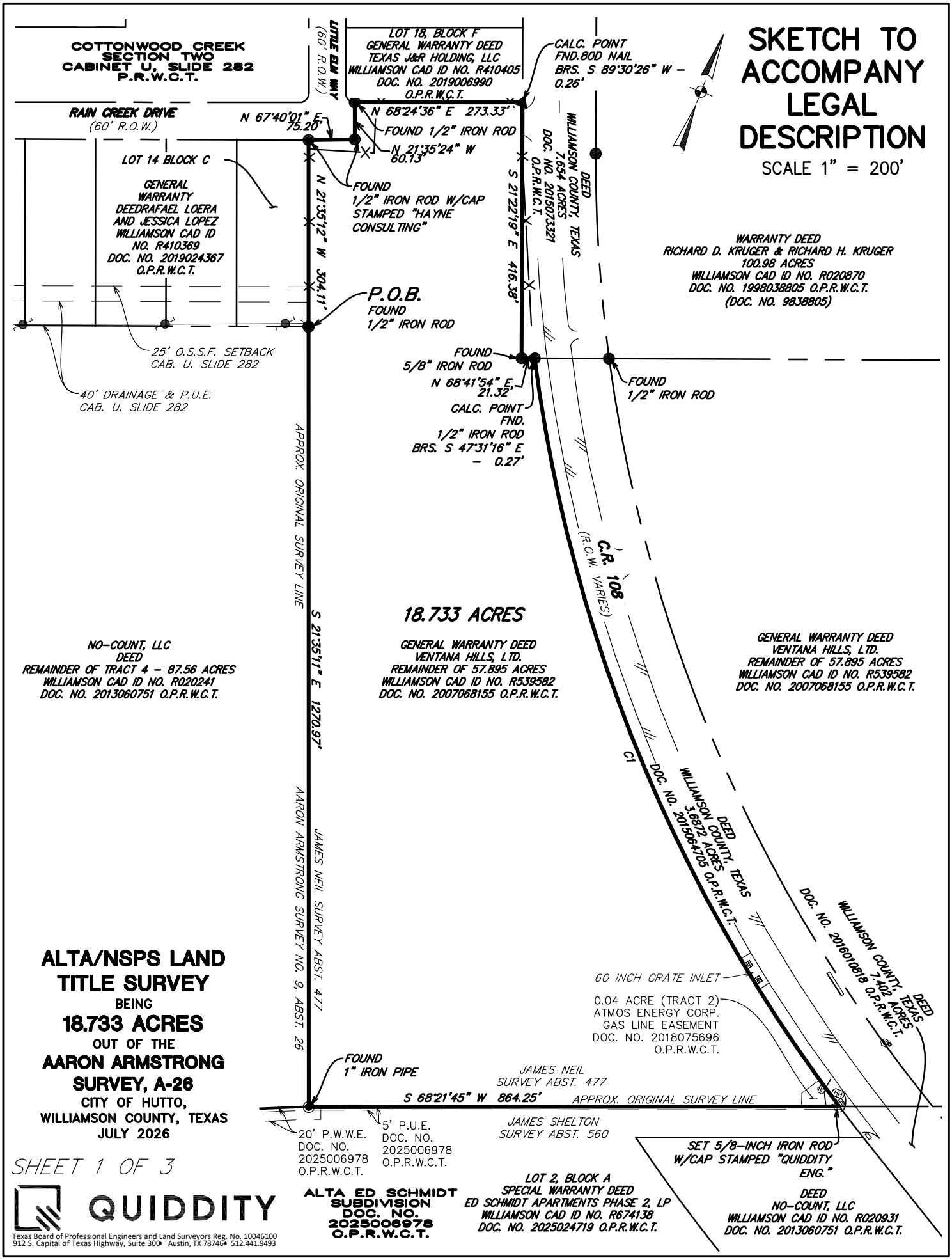
THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the **POINT OF BEGINNING** and **CONTAINING** 18.733-acres of land.

Bearing Basis:

All bearings shown are based on Texas Coordinate System, Central Zone, NAD 83. All distances shown are grid, Units: U.S. Survey Feet.

Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@quiddity.com

02-27-2026
Date



ALTA/NSPS LAND TITLE SURVEY

BEING

18.733 ACRES

OUT OF THE

AARON ARMSTRONG SURVEY, A-26

CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 1 OF 3

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 300• Austin, TX 78746• 512.441.9493

LEGEND

●	IRON ROD FOUND	—X—	BARBED WIRE FENCE
◉	IRON PIPE FOUND	—//—	WOOD FENCE
▲	NAIL FOUND	——///	EDGE OF ASPHALT
○	5/8" IRON ROD SET W/CAP STAMPED "QUIDDITY ENG."	10xx.	SCHEDULE B ITEM NO.
		—OHE—	OVERHEAD UTILITIES
⊗	"X" SET	—X—	BARBED WIRE FENCE
	LIGHT POLE	—//—	WOOD FENCE
	UTILITY POLE	D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
←	GUY ANCHOR	P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
■	GRATE INLET	O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
NG	N. GAS PIPELINE MARKER		
HH	HAND HOLE		
	UTILITY POLE		

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	29°47'00"	2560.00'	1330.73'	S 43°43'47" E	1315.80'

NOTES:

1. The survey shown hereon has been prepared as the result of an on the ground survey completed on FEBRUARY 25, 2026.
2. The bearings shown hereon are referenced to the Texas Coordinate System of 1983, Central Zone.
3. All distances shown are Grid Values.
4. The surveyor has relied on Stewart Title Company to provide copies of recorded deeds, plats or other instruments describing the subject property and adjoining tracts used to support the determination of the location of the intended boundaries of the land surveyed.
5. The Surveyor has not abstracted the subject property, nor made any independent investigation or search for easements of record, restrictive covenants or any other encumbrances.
6. The recorded easements, setbacks and encumbrances shown hereon are from Schedule B of the commitment for title insurance issued by Stewart Title Company, File No. 2835800, effective date April 22, 2026, issue date April 30, 2026. The Surveyor has relied upon the accuracy and completeness of the information described above and has made no independent investigation or search for this information.
7. By scaling the surveyed tract onto the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 48491C0505F, revised date 12/20/2019, the subject property is in Zone X (unshaded). The Surveyor makes no representation as to the accuracy of said FIRM or that it is the most current published flood map.
8. ZONE X (unshaded), defined as areas determined to be outside the 0.2% annual chance floodplain.
9. The utility appurtenances shown hereon include those visible at the time of the survey and are for general locative purposes only. In providing this boundary survey, no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on or adjacent to the site, whether private, municipal or public owned.
10. The location of underground utilities shown hereon are from maps, plans or other information obtained from the respective utility operator(s) or other sources and may not represent all available utilities. The utilities have been field verified only to the extent visible or accessible.
11. Surveyor has not identified any geological or environmental conditions in connection with the subject property and Surveyor fully disclaims any and all responsibility related to issues or claims related thereto or resulting there from.
12. There was no observed evidence of recent earth moving, building construction or building additions.
13. Per (City of Hutto) website, proposed or recent changes to street right of way lines are (not) evident.
14. There was (not) observed evidence of recent street or sidewalk construction or repairs.

SCHEUDLE "B" TITLE NOTES:

10d. A stated easement granted to Lone Star Gas Company by instrument recorded in/under Volume 237, Page 251 of the Deed Records of Williamson County, Texas and shown on survey dated September 05, 2024 prepared by James E. Garon. R.P.L.S. No. 4303.
SURVEY NOTE: EASEMENT AFFECTS TRACT BUT IS BLANKET IN NATURE AND UNABLE TO DEPICT AS DESCRIBED.

Affected by Amendments to Restrictive Covenants and Partial Release of Easement recorded in County Clerk's Number 2009052530 and 2018075696, Official Public Records, Williamson County, Texas and shown on survey dated February 27, 2026, last revised March 5, 2026, prepared by Rex L. Hackett. R.P.L.S No. 5573.
SURVEY NOTE: AFFECTS AS SHOWN.

10q. Rights or claims arising out of any fences being located inside or outside of the property lines as evidenced by survey dated February 27, 2026, last revised March 5, 2026, prepared by Rex L. Hackett R.P.L.S. No. 5573
i. Fences do not follow property lines.
SURVEY NOTE: AFFECTS AS SHOWN.

QUIDDITY
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LEGAL DESCRIPTION:

BEING 18.733-acres of land situated in the James Neil Survey, Abstract No. 477, Williamson County, Texas, being a portion of that certain tract of land called to contain 57.895 acres as described in a General Warranty Deed to Ventana Hills, Ltd. in Document No. 2007068155 of the Official Public Records of Williamson County, Texas; said 18.733-acres being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: From a 1/2-inch iron rod found for the northeastern corner of the remainder of that certain Tract 4 called to contain 87.56 acres as described in a Deed to No-Count, LLC in Document No. 2013060751 of the Official Public Records of Williamson County, Texas, for the southeastern corner of Lot 14, Block C of the Cottonwood Creek, Section Two Subdivision as shown on a plat recorded in Cabinet "U", Slide 282 of the Plat Records of Williamson County, Texas, a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 21°35'12" West a distance of 304.11 feet along a southwestern line of the said 57.895-acre tract, the northeastern line of Lot 14, Block C of the said Cottonwood Creek, Section Two Subdivision, to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found on the southeastern line of Rain Creek Drive (60' R.O.W.) as shown in said plat of Cottonwood Creek, Section Two Subdivision, for the northeastern corner of said Lot 14, Block "C", for the northwestern corner of the said 57.895 acre tract, for a corner of this herein described tract;

THENCE: North 67°40'01" East a distance of 75.20 feet along the southeastern right-of-way line of said Rain Creek Drive, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod with cap stamped "HAYNE CONSULTING" found for a corner of said Cottonwood Creek, Section Two Subdivision, a corner of the said 57.895-acre tract, for a corner of this hereon described tract;

THENCE: North 21°35'24" West a distance of 60.13 feet along a line of said Rain Creek Drive, a line of said Cottonwood Creek, Section Two Subdivision, a northwestern line of the said 57.895-acre tract to a 1/2-inch iron rod found for the northwestern right-of-way line of said Rain Creek Drive, for a southwestern corner of Lot 18, Block "F" of the said Cotton Wood Creek, Section Two Subdivision, for the northernmost northwestern corner of said 57.895 acre tract, for the northernmost northwestern corner of this herein tract;

THENCE: North 68°24'36" East a distance of 273.33 feet along the southeastern line of said Lot 18, Block F, the northernmost northwestern line of the said 57.895-acre tract to a calculated point for the southeastern corner of said Lot 18, Block F, on the southwestern right-of-way line of County Road No. 119, being that certain tract of land called to contain 7.654 acres as described in a Deed to Williamson County, Texas in Document No. 2015073321 O.P.R.W.C.T., for a corner of this herein described tract, from which a 80D nail found bears South 89°30'26" West a distance of 0.26 feet;

THENCE: South 21°22'19" East a distance of 416.38 feet along the southwestern right-of-way line of said County Road 119, a northeastern line of said 57.895-acre tract to a 5/8-inch iron rod found for a corner of said County Road 119 (7.654 Acres), for a corner of the said 57.895-acre tract, for a corner of this herein described tract;

THENCE: North 68°41'54" East a distance of 21.32 feet along a line of said County Road 119, a line of said 57.895-acre tract to a calculated point for a corner of said County Road 119 and being that certain tract of land called to contain 3.6872 acres as described in a Deed to Williamson County, Texas in Document No. 2015064705 O.P.R.W.C.T., for a corner of this herein described tract, from which a 1/2-inch iron rod found bears South 47°31'16" East a distance of 0.27 feet;

THENCE: Continuing along the southwestern line of said County Road 119, the southwestern line of the said 3.6872-acre tract, with a non-tangent curve to the left having a Delta angle of 29°47'00", a Radius of 2560.00 feet, an Arc length of 1330.73 feet having a Chord bearing of South 43°43'47" East a distance of 1315.80 feet, to a 5/8-inch iron rod with cap stamped "QUIDDITY ENG." set on the original southeastern line of the said 57.895-acre tract, for southwestern corner of the said 3.6872-acre tract, the northwestern corner of that certain tract of land for said County Road 119 called to contain 7.402-acres as described in a Deed to Williamson County, Texas, in Document No. 2016010818 of the Official Public Records of Wiliamson County, Texas, for the northeastern corner of Lot 2, Block A of the ALTA Ed Schmidt Subdivision as shown on a plat in Document No. 2025006978 of the Official Public Records of Williamson County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 68°21'45" West a distance of 864.25 feet along the southeastern line of the said 57.895-acre tract, the northwestern line of said Lot 2, Block A to a 1-inch iron pipe found for the southwestern corner of the said 57.895 acre tract, the southeastern corner of the remainder of said Tract 4 – 87.56 acres, for an angle corner of said Lot 2, Block A, for the southwestern corner of this herein described tract;

THENCE: North 21°35'11" West a distance of 1270.97 feet along the southwestern line of the said 57.895-acre tract, the northeastern line of the remainder of said Tract 4 – 87.56 acres to the POINT OF BEGINNING and CONTAINING 18.733-acres of land.

SURVEYOR'S CERTIFICATION

To Stewart Title Company, Opus Development Company, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(observed evidence only), 13, 14, of Table A thereof.
The fieldwork was completed on FEBRUARY 25, 2026

Drawing Date: February 27, 2026
Revised Date: March 5, 2026
Revised Date: May 18, 2026
Revised Date: July 8, 2026

STATE OF TEXAS
REGISTERED
REX L. HACKETT
5573
PROFESSIONAL
LAND SURVEYOR

_____
Rex L. Hackett
Registered Professional Land Surveyor No. 5573

ALTA/NSPS LAND TITLE SURVEY

BEING

18.733 ACRES

OUT OF THE

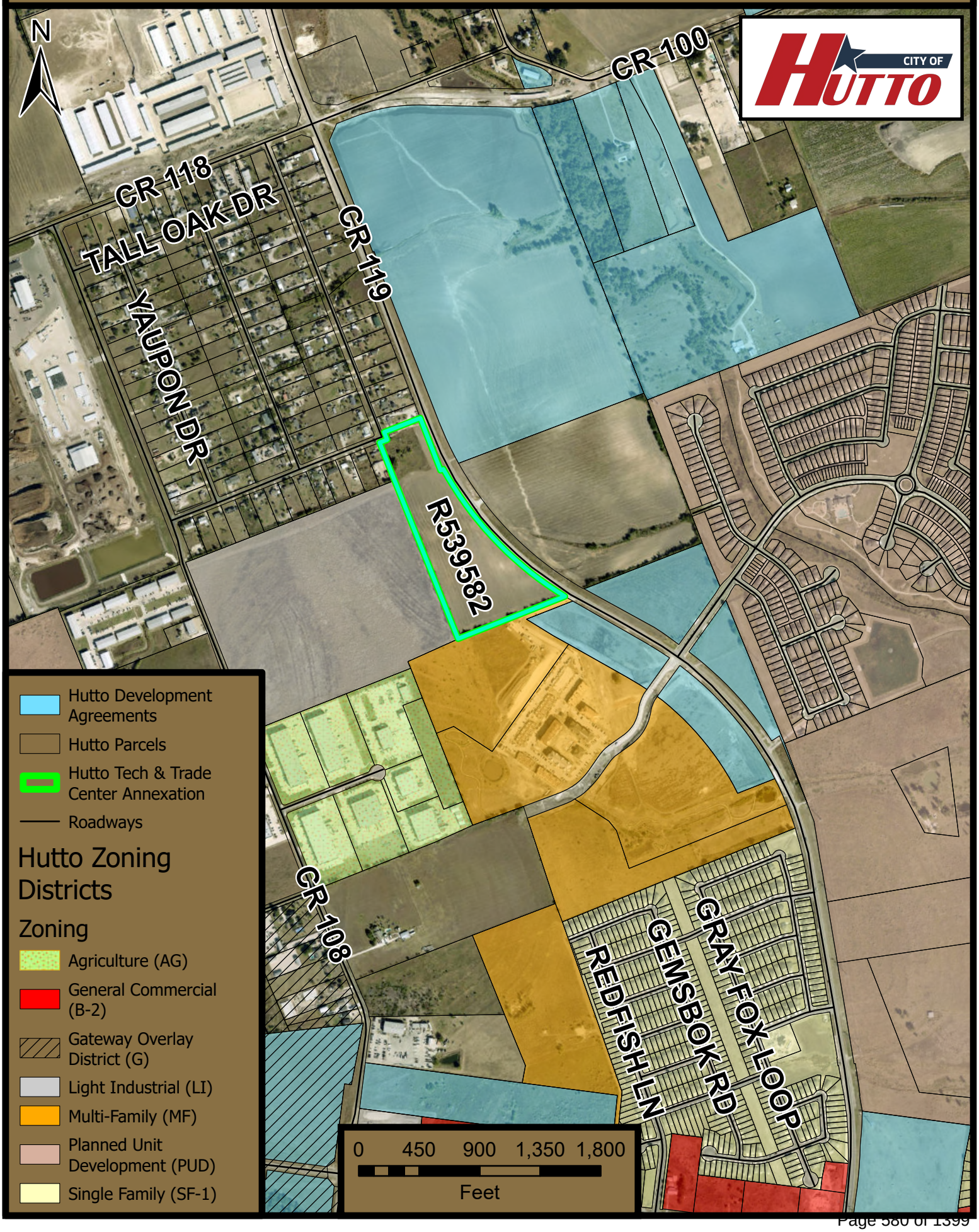
AARON ARMSTRONG SURVEY, A-26

CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS
JULY 2026

SHEET 3 OF 3

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
912 S. Capital of Texas Highway, Suite 300 • Austin, TX 78746 • 512.441.9493

Hutto Tech & Trade Center Zoning (18.733 AC)



AGENDA ITEM REPORT
9.11.

To:	City Council
Subject:	Conduct a public hearing and possible action on Ordinance No. O-2026-055, a proposed amendment to the Hutto Mobility Master Plan, to revise the placement of a minor collector that links CR119 and the N/B 130 Tollway Frontage Road. (Howard Koontz)
Meeting:	Thursday, October 1, 2026
Department:	Development Services /
Staff Contact:	Howard Koontz

ITEM SUMMARY:

A development proposal is situated on land designated for a new collector roadway. As a function of site planning, that applicant proposes to construct the road, but approximately 1,200-feet south of the original location indicated on the City's Mobility Master Plan (MMP). This item proposes to amend the MMP to reflect the new collector road alignment.

STAFF RECOMMENDATION:

The Comprehensive Plan spells out a list by which an application for a FLUM amendment should be evaluated:

The proposed future land use is consistent with and will not conflict with the goals of the community, neighborhood and other applicable land use and development plans. This request isn't a land use designation change, simply a more accurate depiction of a connection between CR119 and the northbound 130 Tollway frontage road.

The proposed future land use will not conflict with proposed, permitted or existing land uses in the future land use map or zoning map. The proposed designation of this roadway corridor will make it possible for future development interests to more accurately plan for their roadway infrastructure needs.

There is enough physical and social infrastructure to serve the proposed future land use. The proposal presented is the physical infrastructure, on which future land use designation proposals will be evaluated.

The site and its conditions are suited for and appropriate to the proposed future land use. This area of the city has been developed with uses that do not align with the roadway as drawn today; this realignment is being done partly as a consequence of those structures. This new alignment is better suited to accommodate future development in this part of the city.

The proposed land use does not threaten the health, safety or welfare of the public. Not all aspects of health, safety and welfare can be determined from this specific request. Although this amendment does not affect land use designations at all, once completed the roadway alignment issue should make for safer and more efficient travel through the region.

The proposed future land use does not create a public nuisance or have an adverse impact on surrounding properties or the natural environment. This roadway alignment exercise will not be a nuisance and will have appreciably positive impacts on the parcels adjacent to the road.

The proposed future land use does not threaten scenic, natural, or historic resources. Staff is not aware of any scenic, natural, or historic resources on these parcels.

The proposed future land use addresses a community need. The proposed future roadway alignment addresses a need, both of the community at-large, but also the requirement for connectivity indicated in the MMP.

The proposed future land use corrects a clerical or administrative error on the future land use map. No such error has been determined.

The proposed future land use results in a logical and orderly development pattern. Creating efficient connectivity is a fundamental need for orderly development.

The proposed land use is not merely intended to confer a benefit to the property owner. No such limited benefit can be determined from this request.

The site is a legal building lot. Not applicable to this request.

PLANNING COMMISSION

At their regular September meeting, the Planning & Zoning Commission held a Public Hearing to consider this item. Following limited discussion, the commission voted **5-1 to recommend approval** of the amendment (DeLeon dissent).

Staff recommends approval of this request, as the resultant roadway alignment would be more accurate with the existing conditions on the ground, and allow a higher degree of accuracy for future planning efforts.

FISCAL NOTES:

There is no discernable financial impact to the City of Hutto as a result of this item's passage.

ATTACHMENTS:

1. HUTTO ORD Mobility Master Plan Amend 092026 CR119_SH130 Connector_0925_update

2. MMP 2024
3. HWY 130 proposed alignment

ORDINANCE NO. O-2026-XXX

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, APPROVING AN AMENDMENT TO THE HUTTO MOBILITY MASTER PLAN TO REVISE THE PLACEMENT OF A MINOR COLLECTOR THAT LINKS CR 119 AND THE NORTHBOUND 130 TOLLWAY FRONTAGE ROAD; PROVIDING FINDINGS OF FACT, ENACTMENT, PUBLICATION, PROPER NOTICE AND MEETING, REPEALER, SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, Texas (the "City") is a home rule municipality and, as such, is authorized to adopt and amend a mobility master plan by ordinance; and

WHEREAS, this map amendment is an effort on the part of the City to present the best, most accurate roadway alignment data to future development interests outside the boundaries of the current development project; and

WHEREAS, the request for an amendment for revising the placement of a minor collector that links CR119 and the North Bound 130 Tollway Frontage Road on the Hutto Mobility Master Plan is to re-align a proposed collector roadway in conjunction with a proposed 70+/- acre commercial campus; 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 Meeting Ac at which a quorum of the City Council Members were present and voting; and

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

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

SECTION 1: All of the above recitations ae found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: The Hutto City Council hereby approves and authorizes the

amendment to the Mobility Master Plan as set out in Exhibit A, a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Secretary shall publish this Ordinance on the City's website and shall publish the adoption of this Ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 4: The provisions of this Ordinance are severable, and if any sentence, section, or other parts of this Ordinance are found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining revisions shall continue in full force and effect.

SECTION 5: All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed insofar as they conflict.

SECTION 6: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 7: Pursuant to Section 3.13 of the Hutto City Charter, this Ordinance is adopted and enacted.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1st day of October 2026 on vote of __AYES; ___NAYS; __ABSTENTIONS.

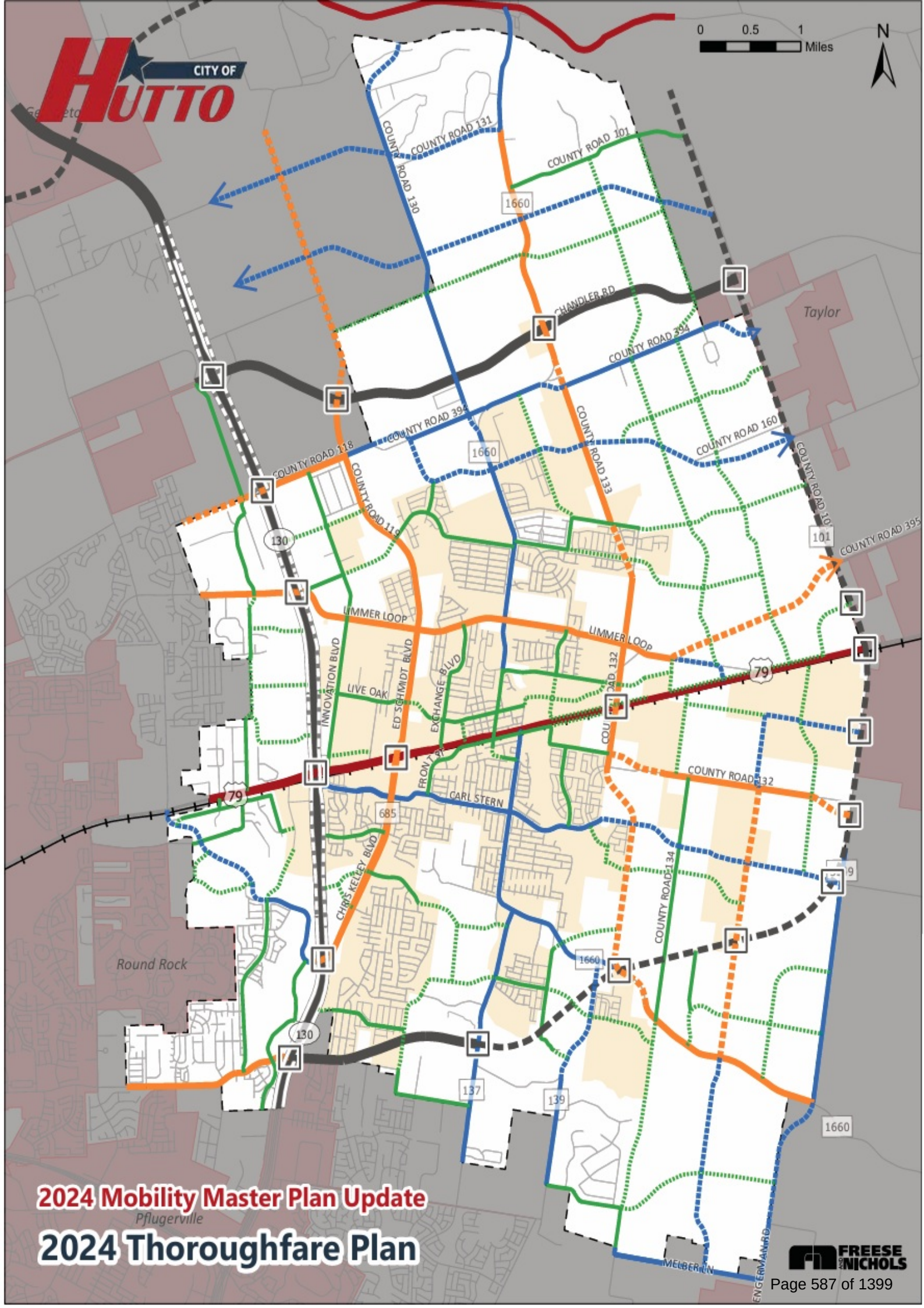
CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

EXHIBIT A



2024 Mobility Master Plan Update

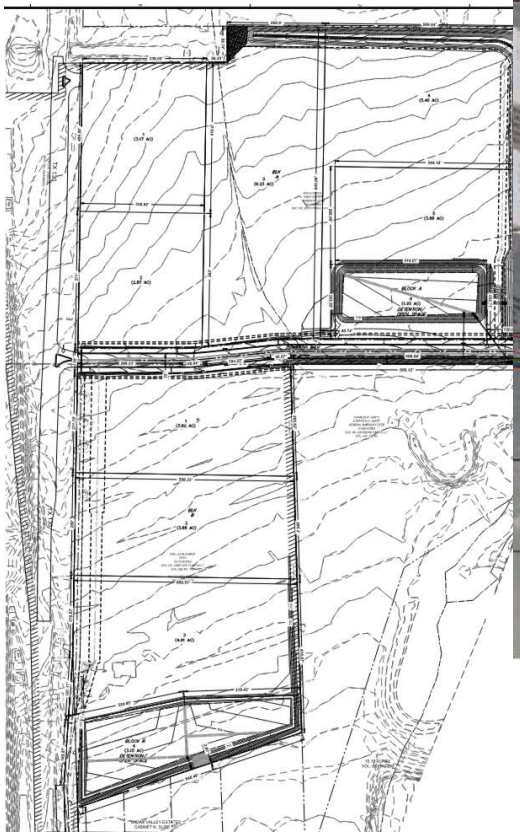
Pflugerville

2024 Thoroughfare Plan

FREESE NICHOLS

6/23/2026

Tuesday, June 23, 2026 8:57 AM



HIGHLIGHTS MEMORANDUM
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AGENDA ITEM REPORT
9.12.

To:	City Council
Subject:	Conduct a public hearing and consider possible action on Resolution No. R-2026-190 to consider the designation of an area in the Hutto Crossing Industrial Park, between Alliance Boulevard and Innovation Boulevard, as a tax abatement reinvestment zone. (Cheney Gamboa)
Meeting:	Thursday, October 1, 2026
Department:	Economic Development /
Staff Contact:	Cheney Gamboa

ITEM SUMMARY:

The City of Hutto, Texas (the "City") adopted guidelines for tax abatements on May 1, 2025, by Ordinance No. O-2025-015, which are still in effect.

In order to create a tax abatement reinvestment zone pursuant to Chapter 312 of the Texas Tax Code, the City must hold a public hearing to allow interested persons to speak for or against the creation of the tax abatement reinvestment zone (the "Zone"). Following the public hearing, but prior to passing an ordinance creating the reinvestment zone, the City Council must make a finding that (1) the improvements sought within the proposed Zone area are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of any tax abatement agreement; and (2) whether the proposed Zone satisfies the criteria under Tax Code Chapter 312, including that the area of the proposed Zone is currently described as being one of the following:

- • substantially arresting or impairing the sound growth of the City, impairing housing accommodations, or constituting an economic or social liability and being a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:
    - a substantial number of substandard, slum, deteriorated, or deteriorating structures;
    - the predominance of defective or inadequate sidewalks or streets;
    - faulty size, adequacy, accessibility, or usefulness of lots;
    - unsanitary or unsafe conditions;
    - the deterioration of site or other improvements;
    - tax or special assessment delinquency exceeding the fair value of the land;
    - defective or unusual conditions of title;
    - conditions that endanger life or property by fire or other cause; or
    - any combination of these factors;
- being predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairing or arresting the sound growth of the City;

- being in a federally assisted new community located in a home-rule municipality or in an area immediately adjacent to a federally assisted new community located in a home-rule municipality;
- being located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974;
- encompassing signs, billboards, or other outdoor advertising structures designated by the City for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the City; or
- being reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

Notice of the public hearing was published in the Taylor Press on September 20, 2026, and provided to the presiding officers of each taxing unit that includes in its boundaries real property that is to be included in the proposed Zone.

If Council approves this resolution, the City will be able to pass an ordinance at a future meeting creating the tax abatement reinvestment zone, which would give the City the ability to enter into 312 tax abatement agreements with property and business owners located within the zone's boundaries.

STAFF RECOMMENDATION:

Staff requests that following the public hearing on the tax abatement reinvestment zone, that the City Council pass and approve the resolution for the designation of an area in the Hutto Crossing Industrial Park, between Alliance Boulevard and Innovation Boulevard, as a tax abatement reinvestment zone; finding that:

1. The improvements sought within the proposed Zone area are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of any tax abatement agreement; and
2. The proposed Zone satisfies the criteria under Tax Code Chapter 312, because it is reasonably likely that the designation will contribute to the retention or expansion of primary employment or will attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

FISCAL NOTES:

No current fiscal impact.

ATTACHMENTS:

1. 20260922_Hutto_Res. Reinvestment Zone Findings_DRAFT_v2

AGENDA ITEM REPORT
9.12.

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, REGARDING A PUBLIC HEARING TO CONSIDER THE DESIGNATION OF AN AREA IN THE HUTTO CROSSING INDUSTRIAL PARK, BETWEEN ALLIANCE BOULEVARD AND INNOVATION BOULEVARD, AS A TAX ABATEMENT REINVESTMENT ZONE; FINDING THAT THE IMPROVEMENTS SOUGHT WITHIN THE PROPOSED ZONE ARE FEASIBLE AND PRACTICAL AND WILL BENEFIT THE LAND TO BE INCLUDED IN THE ZONE, AND THAT THE PROPOSED ZONE SATISFIES THE CRITERIA UNDER TAX CODE CHAPTER 312; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 312 of Texas Tax Code, the City Council of the City of Hutto, Texas (the "City Council") held a public hearing on October 1, 2026, regarding the proposed designation of a tax abatement reinvestment zone in the Hutto Crossing Industrial Park, between Alliance Boulevard and Innovation Boulevard, as a tax abatement reinvestment zone (the "Zone"), as depicted in Exhibit "A;" and

WHEREAS, following the public hearing, the City Council wishes to make findings regarding the Zone under Tax Code Section 312.201(d) and 312.202; and

WHEREAS, the City Council finds that the improvements sought within the proposed Zone are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of any tax abatement agreement; and

WHEREAS, the City Council finds that the proposed Zone satisfies the criteria under Tax Code Chapter 312, because it is reasonably likely that the designation will contribute to the retention or expansion of primary employment or will attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

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

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

Section 2: The City Council finds that the proposed Zone satisfies the criteria under Tax Code Chapter 312, because it is reasonably likely that the designation will contribute to the retention or expansion of primary employment or will attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the public hearing related to this Resolution was posted, published in a newspaper of circulation, delivered in writing to the presiding officers of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed Zone, and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the _____ of ___ 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Exhibit “A”

MAP OF PARCELS TO BE INCLUDED IN THE ZONE

AGENDA ITEM REPORT
10.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-191 approving Individual Project Order #1 with Johnson, Mirmiran & Thompson, Inc. (JMT) for Pre-construction Owner's Representative Services for CIP Project F-02, Hutto Justice Center, in an amount not to exceed $162,500, and authorizing the City Manager to execute the Project Order and related documents. (Kate Moriarty)
Meeting:	Thursday, October 1, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

CIP Project F-02, the Hutto Justice Center, is currently progressing through reconstruction work in preparation for consideration by voters for the November 2026 bond election. The City has engaged PBK Architects for design services and selected Core Construction, Inc. as the Construction Manager-at-Risk (CMAR) for the project.

As the project advances through preconstruction, staff recommends engaging Johnson, Mirmiran & Thompson, Inc. (JMT) to provide independent Owner's Representative services on behalf of the City. These services will provide additional project management, cost, schedule, constructibility review, and risk oversight during development of the project and negotiation of the Guaranteed Maximum Price (GMP).

Scope:
The proposed Project Order provides for approximately (6) months of Phase 1 preconstruction services totaling $162,500.

- Participation in regular project meetings with the City, architect, CMAR, and project stakeholders;
- Preparation of an independent cost estimate at the 50% Construction Document stage and comparison against the CMAR's estimate;
- Review of the CMAR's 100% Construction Document estimate in support of GMP development;
- Value engineering and identification of potential cost-saving opportunities;
- Constructibility reviews at the 50% and 100% Construction Document stages, including review of phasing, logistics, design coordination, and document clarity;
- Development and ongoing management of the overall project budget, including construction and Owner-responsible costs;

- Development and monitoring of the project baseline schedule;
- Development and maintenance of a project Risk Register;
- Review of CMAR subcontractor bid packages and assistance with scope analysis and negotiation of the final GMP; and
- Implementation, coordination, and management of Procore as the project management and document-control platform.

The proposed scope is limited to pre-construction services. Owner's Representative services required for construction will be brought forward separately through an additional Project Order.

STAFF RECOMMENDATION:

Approve as recommended.

FISCAL NOTES:

Funding for this project is included in the Capital Improvement Budget as follows:

Series 2026 GO (33)
Account Number: 33-040-230-6708
Account Name: F02 New Police Facility
Budgeted Amount: $5,000,000
Amount Available: $3,367,490
Requested Amount: $162,500
Amount Remaining: $3,204,990

ATTACHMENTS:

1. 2026.9.21_IPO_JMTResDRAFT
2. IPO Cover_JMT_F02_Signed
3. JMT - PSA_WO_General Conditions
4. JMT_IPO1_1295_Redacted

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING INDIVDUAL PROJECT ORDER (IPO) #1 BETWEEN JOHNSON, MIRMIRAN AND THOMPSON (JMT), INC. AND THE CITY OF HUTTO FOR A NOT-TO-EXCEED AMOUNT OF $162,500 FOR PROFESSIONAL ENGINEERING SERVICES FOR OWNER REPRESENTATIVE SERVICES; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, 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 Council desires to approve the Individual Project Order (IPO) attached as Exhibit A and incorporated herein by reference, in a not-to-exceed amount of $162,500, in accordance with the provisions of the Master Services Agreement for Professional Consulting Services executed between the City of Hutto and JMT, Inc.; and

WHEREAS, the IPO provides for Owner's Representative services for Pre-Construction Project Management on City of Hutto Capital Improvement Project F-02, the Hutto Justice Center; and

WHEREAS, the City Council desires to authorize the City Manager to execute the IPO, attached as Exhibit.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Individual Project Order, **Attachment A,** a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Manager is hereby authorized to take all actions

necessary to implement the terms and intent of this Resolution and the agreement, including ensuring compliance with applicable City policies, procedures, and funding requirements.

SECTION 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1 of October, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

INDIVIDUAL PROJECT ORDER

Proposed Owner's Representative Services

In accordance with Master Services Agreement for Owner's Representative Services Rotation List between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data
    a. Individual Project Order Project Number: F02
    b. Owner: City of Hutto
    c. Vendor: Johnson, Mirmiran & Thompson, Inc. (JMT)

Specific Project (title): Justice Center Project

1) Scope of services for **Johnson, Mirmiran & Thompson, Inc. (JMT)** will include the following services (Refer to Attached A for Full Services Detail)

    a. Owner Representative Services

2) Fee: NTE $162,500.00

Work Description	Original Fee	Amendment Amount	Change in Fee	Fee Type
Owner Representative Services	$162,500.00			
TOTAL	$162,500.00			

Point of Contact
Kate Moriarty
City of Hutto
Kate.Moriarty@HuttoTX.gov

Any questions must be in writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Individual Project Order ("IPO") and Vendor is authorized to begin performance upon its receipt of a copy of this IPO signed by Owner.

Except as provided for in this IPO, all other provisions of the Master Service Agreement dated 10/01/2026 shall remain in full force in effect.

OWNER:	CONSULTANT: Johnson, Mirmiran & Thompson, Inc. (JMT)
By:	By:
Print Name: James R. Earp, CPM	Print Name: Jennifer Shell, PE
Title: City Manager	Title: Vice President
Effective Date:	Date: 09/23/2026

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO

INDIVIDUAL PROJECT ORDER FOR OWNER'S

REPRESENTATIVE SERVICES OF THE

JUSTICE CENTER PROJECT (NUMBER F02)

This Agreement is made and entered into in Hutto, Williamson County, Texas, between City of Hutto, a Municipal Corporation in the State of Texas (hereafter referred to as "City") and

Johnson, Mirmiran, & Thompson, Inc. (JMT)

801 E Old Settlers Blvd., Suite 102

Austin, TX 78664

(hereafter referred to as "Consultant"), said Agreement being executed by City pursuant to City Charter, Ordinances and Resolutions of the Hutto City Council, and by Consultant for **OWNER'S REPRESENTATIVE SERVICES** set forth herein in connection with the above designated Project for City.

ARTICLE I DEFINITIONS;
INTERPRETIVE

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 “Application for Compensation” means written form for a request from Consultant to be paid for completed work.

1.2 "City" means City of Hutto, Texas.

1.3 “Compensation” means amounts paid for services under this Agreement.

1.4 "Consultant" means Johnson, Mirmiran, & Thompson, Inc. (JMT) and its officers, partners, employees, agents and representatives, and all Sub-Consultants, if any, as well as all other persons or entities for which Consultant legally is responsible.

1.5 "Director" means the Hutto City Manager or his/her designee.

1.6 "Owner Designated Representative (ODR)” means person designated by City to act for City.

1.7 "Plans and Specifications" means the construction documents.

1.8 "Project" means the specific Engineering Services work for which services are negotiated and executed by both Parties.

1.9 "Proposal" means Consultant's Proposal to provide services for this Project.

1.10 “Proposed Task Order Request” means a request to Consultant to submit a Proposal for a specific Project as further defined herein.

1.11 “AMSA” means the Austin Metropolitan Service Area or Relevant Marketplace, which collectively is comprised of Travis County and the five (5) surrounding counties of Burnet, Williamson, Bastrop, Caldwell, and Hays.

ARTICLE II
COMPENSATION

2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed one hundred sixty-two thousand, five hundred **DOLLARS, ($162,500.00).** The amount to be paid to Consultant, including authorized adjustments, is the total amount payable by City to Consultant for performance of the Services under this Agreement. It is agreed and understood that such amount will constitute full compensation to Consultant for Services included in the Scope of Services and shall meet all applicable requirements of City's Design Guidelines. All City compensation obligations to Consultant are subject to appropriation of funds by City Council.

2.2 **Reimbursable Expenses**. City's non-allowable reimbursement list. Only when and only to the extent that any such may be authorized by City in writing, the Consultant shall be entitled to reimbursement at actual incurred cost for services and related expenses for the following items, and for no other expenses:

2.2.1 Travel outside AMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Consultant's performance of Service under the Agreement. Travel costs are limited to the applicable mileage and per diem rates set annually by the Federal Government's General Services Administration. Consultant shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Consultant's travel within AMSA.

2.2.2 Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein, without further prior written approval of City. Consultant shall bear these costs. Except to the extent so approved.

2.2.3 Preparation, production, reproduction, and transmittal (except as provided in paragraph 2.2.2) of graphics, physical models, presentation boards requested by City in writing in excess of the hard copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without prior written approval of City. Consultant shall bear these costs unless agreed to, except to the extent so approved.

2.2.4 City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.2.5 As an exception to the method for notice provided in Article XXIV, writings described in paragraph 2.2 may be transmitted via electronic mail to the parties' respective email addresses to be designated in an applicable Task Order.

2.2.6 Such other reimbursable services and/or expenses as may be expressly provided as being reimbursable in Individual Task Orders but only for the specific Project authorized by any such Task Order. Any such authorization shall not establish precedent, course of dealing, or other implied authorization for reimbursable items for any other Project.

Sub-Consultant Work. City will not pay a markup to Consultant for Sub-Consultant work.

ARTICLE III METHOD OF PAYMENT

3.1 Payments to Consultant shall be in the amount shown on the invoices and its supporting documentation submitted for work, including any materials, services and expenses, satisfactory to the City, and shall be subject to City's approval. All services shall be performed in accordance with the professional standard of care set forth in **Section 20.1** herein and to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service, as may be described in Compensation for Additional Professional Services (attached hereto, incorporated by reference herein and labeled as "**Exhibit 1"**).

3.1.2 Monthly payments for services performed in the various additional services will be reviewed by Director upon Consultant entering itemized invoices, with all required back-up, within the Portal. The invoice shall indicate the value of the additional services performed to date.

3.2 Consultant shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by Sub-Consultants, in connection with the Project and the performance of the work, and shall provide City with evidence of such payment. Consultant's failure to make payments within such time shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to City bona fide disputes associated with the unpaid Sub-Consultant and its services. Consultant shall include a provision in each of its sub-agreements imposing the same payment obligations on the Sub-Consultants as are applicable to Consultant hereunder, and shall require Sub-Consultants to provide confirmation to City of receipt of payments. If Consultant has failed to make payment promptly to the Sub- Consultant for the Services for which City has made payment to Consultant, City shall be entitled to withhold payment to Consultant to the extent necessary to protect City except in the event of a valid dispute between Consultant and that Sub-Consultant.

3.3 Consultant represents and agrees that title to all Services covered by an Application for Payment will pass to City no later than the time of payment. Consultant further represents that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. Consultant may submit a request for Partial Compensation prior to the completion of services. A request for Partial Compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed, as reflected in the progress report and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by City and the associated unit price for each Service/Project, as may be described in fee schedule and/or hourly rates included in "**Exhibit 1"** hereto.

3.4 Project Close Out and Final Payment:

3.4.1 Final billing shall indicate "Final Bill - no additional compensation is due to Consultant".

3.4.2 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.4.2.1 delays in the performance of Consultant's work;

3.4.2.2 third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to City is provided by Consultant;

3.4.2.3 failure of Consultant to make payments properly to Sub-Consultants or vendors for labor, materials or equipment;

3.4.2.4 reasonable evidence that Consultant's work cannot be completed for the amount unpaid under this Agreement;

3.4.2.5 damage to City; or

3.4.2.6 persistent failure by Consultant to carry out the performance of its services in accordance with the Standard of Care to comply with this Agreement.

3.4.3 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this **Article III**.

3.4.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any Phase or as final compensation, or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

3.4.3.2 City shall make final compensation of all sums due Consultant not more than thirty (30) days after Consultant's execution and delivery of a final Pay Application.

3.4.3.3 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final application for compensation.

3.4.3.4 Consultant agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Consultant and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE IV
SCOPE OF SERVICES
[SUBJECT TO REVISION AS APPLICABLE]

4.1 Consultant agrees and acknowledged that City is entering into this Agreement in reliance on Consultant's represented expertise and special and unique abilities to provide the Services. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement and covenants to use Consultant's professional effort, skill, judgment, and abilities in performing the Services, and to further the interests of City in accordance with the usual and customary standards of care, skill and diligence of Consultant's profession, consistent with good professional design practices for firms that provide professional design services for projects that are similar in size, scope, budget to the Project, and in compliance with all Applicable Law. Consultant shall be solely responsible for the full cost of correcting any non-conforming Services, including any rendered by any others who have acted in reliance thereon.

4.2 Consultant shall provide Professional Services and include in its Scope of Services all associated services required such that the Project can be built, with any alternates, within the Project Construction Budget at or under the Construction Cost Limitation. By executing this Agreement, Consultant acknowledges receipt and comprehension of the Construction Cost Limitation. Consultant shall allocate adequate time, personnel and resources as necessary to perform the Services. Consultant shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the standards set forth in Section 4.1.

4.3 Consultant shall comply with the standards of City's Design Guidance Manual throughout the duration of the subject Project and this Agreement, unless specifically and explicitly excluded from doing so in the approved Scope of Services attached hereto, incorporated by reference herein and labeled as "**Exhibit 3"** and as described in this **Article IV**.

4.4 Consultant shall adhere to the requirements of the design phases described in City's design

Guidance Manual, to include performing the tasks and submitting deliverables as described therein, unless specifically and explicitly excluded in the approved Scope of Service in **"Exhibit 3"** hereto and as described in this **Article IV.**

4.5 Consultant acknowledges and accepts its responsibilities as defined and described in City's General Conditions, attached hereto, incorporated by reference herein and labeled as "**Exhibit 4"**.

4.6 Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as requested by City. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

4.7 Consultant shall not commence service on any Task Order authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed. Should the scope subsequently change, either Consultant or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

4.8 Consultant, in consideration for the compensation herein described, shall render the professional services described in this **Section IV** necessary for the advancement of the Project through Substantial Completion to Final Completion.

4.9 Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in accordance with the Compensation for Additional Professional Services, attached and incorporated herein and labeled as **"Exhibit 3"**. The Scope of Services fully shall be described in Consultant's Proposal, as revised in accordance with negotiations with and approval by City for each authorized service task and as provided in this Agreement.

4.10 Compensation for Additional Professional Services, which includes pre-priced tasks and/or hourly rates, is described in **"Exhibit 1"** hereto.

ARTICLE V
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the Hutto City Council and its execution by both parties.

5.2 Time is of the essence for this Agreement provided that the Consultant's performance of professional services must, in any event, be governed by sound professional practices. Consultant shall perform and complete its obligations for the services under **Article IV** herein in a prompt and continuous manner, so as to not delay the development of services and so as to not delay the construction of the work for the Project, in accordance with the mutually agreed upon schedules approved by City. City will perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

5.3 Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or

any other causes beyond Consultant's reasonable control. Within twenty-one (21) days from the occurrence of any event, for which time for performance by Consultant shall be significantly extended under this provision, Consultant shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines that Consultant is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement.

5.4 This Agreement shall remain in force for a period which may reasonably be required for the design, award of the contract and the completion of the Project, including any extra work and any required extensions thereto, unless terminated, as provided for elsewhere in this Agreement.

ARTICLE VI
(RESERVED)

ARTICLE VII
COORDINATION WITH CITY

7.1 Consultant shall hold periodic conferences with City through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Consultant in this coordination, City shall make available, for Consultant's use in planning and designing the Project, all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Consultant. However, any and all such information shall remain the property of City and shall be returned by Consultant to City upon termination or the completion of the Project or if instructed to do so by the Director.

7.2 The Director or his/her representative shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7.3 City promptly will give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, or any development that affects the scope or timing of Consultant's services.

7.4 Unless otherwise required by City, City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Consultant will provide City reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by Consultant pursuant to other provisions of the Agreement, but Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE VIII
REVISIONS TO DOCUMENTS

Consultant shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City and which are within its Scope of Services. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City's request, which involve extra services and expenses incurred by Consultant, only shall be requested through an additional Amendment and Task Order for services.

ARTICLE IX
OWNERSHIP OF DOCUMENTS

9.1 All documents, including the original drawings, estimates, specifications and all other documents and data, previously owned by Consultant, shall remain the property of Consultant as instruments of service. However, it is to be understood that City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, without specific written verification or adaptation by Consultant, will be at City's sole risk and without liability or legal exposure to Consultant.

9.2 Consultant acknowledges and agrees that upon payment City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Any and all documents, including the original drawings, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use.

9.3 Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

9.4 Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that, in part or in whole, was produced from this Agreement is the property of City, including all equitable rights. No reports, maps, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be subject of an application for copyright by Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, unless otherwise specified herein). Consultant shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against City, insofar as the same are based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers or other persons, subsequent to the completion of the Project. City requires that Consultant appropriately mark all changes or modifications on all drawings, specifications and other documents by other Engineers or other persons, including electronic copies, subsequent to the Final Completion of the Project. Following Final Completion of the Project, if City requests Consultant perform additional scope beyond that listed in "**Exhibit 3"** hereto, City will appropriately compensated for such work performed by Consultant.

9.6 Copies of documents, which may be relied upon by City, are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Consultant. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Consultant to City or utility only are for convenience of City or utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Consultant, to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers.

ARTICLE X
TERMINATION AND/OR SUSPENSION OF SERVICES

10.1 Right of Either Party to Terminate for Default

10.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform, through no fault of the terminating party, in accordance with the terms of this Agreement and a failure to cure as provided in this **Article X**.

10.1.2 The party not in default must issue a written and signed Notice of Termination, citing this **Paragraph 10.1.2**, to the other party declaring the other party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) calendar days to cure any failure to perform under this Agreement. Upon the completion of said ten-day period, commencing upon receipt of Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

10.2 **Right of City to Terminate**. City reserves the right to terminate this Agreement, for reasons other than substantial failure by Consultant to perform, by issuing a signed Notice of Termination, citing this **Paragraph 10.2**, which shall take effect on the twentieth (20th) calendar day following receipt of said notice and upon the scheduled completion date of the performance phase in which Consultant then currently is working, whichever effective termination date occurs first.

10.3 Right of City to Suspend Giving Rise to Right of Consultant to Terminate

10.3.1 City reserves the right to suspend this Agreement at the end of any phase for the convenience of City by issuing a written and signed Notice of Suspension, citing this **Paragraph 10.3.1**, which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said Notice of Suspension by the Consultant.

10.3.2 Consultant hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) calendar days. Consultant may exercise this right to terminate by issuing a signed, written Notice of Termination, citing this **Paragraph 10.3.2**, to City after the expiration of one hundred twenty (120) calendar days from the effective date of the suspension. Termination, pursuant to this **Paragraph 10.3.2**, shall become effective immediately upon receipt of said written notice by City.

10.4 Procedures Consultant to follow upon Receipt of Notice of Termination

10.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant immediately shall begin the phase-out and the discontinuance of all services, in connection with the performance of this Agreement, and shall proceed promptly to cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) calendar days after receipt of such Notice of Termination, unless Consultant successfully has cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

10.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City, as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in **Article IX** herein.

10.4.3 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.4.4 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement by Consultant.

10.4.5 Failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to collect monies that Consultant otherwise may be entitled to for services performed under this Agreement.

10.5 Procedures Consultant to Follow upon Receipt of Notice of Suspension

10.5.1 Upon receipt of written Notice of Suspension, which date also shall be the effective date of the suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and promptly shall proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

10.5.2 Consultant shall prepare a statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.3 Copies of all completed or partially completed designs, plans and specifications, prepared under this Agreement prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

10.5.4 In the event that Consultant exercises the right to terminate one hundred twenty (120) calendar days after the effective suspension date, within thirty (30) calendar days after receipt by City of Consultant's Notice of Termination, Consultant promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

10.5.6 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.5.7 City, as a public entity, has a duty to document the expenditure of public funds.

10.5.8 Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

ARTICLE XI
CONSULTANT'S WARRANTY

Consultant represents and agrees that the services required under this Agreement will be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Williamson County, Texas. Consultant warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of **Article X** herein.

ARTICLE XIII
ASSIGNMENT OR TRANSFER OF INTEREST

Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of City.

ARTICLE XIV
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City Manager. The Certificate(s) shall be completed and signed by an agent authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City.

14.2 City reserves the right to review the insurance requirements of this **Article XIV** during the effective period of this Agreement and any extension or renewal hereof and to request the modification of insurance coverage and limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

14.3 Consultant's financial integrity is of interest to City; therefore, subject to Consultant's obligation to maintain reasonable deductibles in such amounts as are approved by Consultant's insurance companies, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement and any extension hereof at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. These listed insurance limits are standard limits for all City projects. If a project does not justify these standard limits of insurance coverages, Consultant may request a review of the City's insurance requirements, to be considered on a project-by-project basis:

TYPE	AMOUNTS
1. Workers Compensation	Statutory
2. Employer's Liability	$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operation b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/Impact – sufficiently broad to cover disposal liability g. Explosion, Collapse, Underground h. Damage to property rented by you	For Bodily and Property Damage of $1,000,000 per occurrence; $1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage h. $100,000
4. Business Automobile Liability a. Owned/Leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, terror, or omission in performance of professional services.

City may request, and without expense to City, to inspect copies of Consultant's policies and endorsements as they apply to the limits and forms required by City.

14.4 Consultant agrees to require, by written contract, that all Sub-Consultants and/or Subcontractors providing goods or services hereunder obtain the same insurance coverage required of Consultant herein, and provide a certificate of insurance and endorsement that names Consultant and City as additional insureds. Consultant shall provide City with said certificate and endorsement prior to the commencement of any work by any Sub-Consultant and/or Subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

14.5 If City requests a copy/copies of an insurance policy, Consultant prominently shall comply and Consultant shall mark those portions of the policy, if any, Consultant regards as confidential. In the event a third party makes an Open Records Request under the Texas Open Records ActAct or other public information law asking to view or copy Consultant's policy, City shall submit the received request, along with Consultant's information to the Texas Attorney General (hereafter referred to as "AG") for an opinion regarding the release of Consultant's policy information. Consultant and City agree that City will be bound by the AG opinion/decision. Similarly, Consultant agrees and accepts City will provide all Consultant information pursuant to a court order or a litigation discovery rule requiring or directing City To disclose any of Consultant's information.

14.6 Consultant agrees, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions, to the extent permitted by policy provisions, to the extent permitted by policy provisions, terms and conditions:

- Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement or within policy provisions, terms or conditions, with respect to operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hutto where City is an additional insured shown on the policy, as allowed by respective policy provisions, terms and conditions;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

- Where allowed by respective policy provisions, terms and conditions, provide thirty (30) calendar days advance written notice to City of any cancellation or non-renewal or material change in coverage, any change in policy limits by endorsement and not less than ten (10) calendar days advance notice for nonpayment of premium.

14.8 Within ten (10) calendar days of notice to Consultant of a cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance, should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

14.9 In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder until Consultant demonstrates compliance with the requirements hereof.

14.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its Sub-Consultants' and/or Subcontractors' performance of the work covered under this Agreement.

14.11 It is agreed that Consultant's insurance shall be deemed primary and non-contributory, with respect to any insurance or self-insurance carried by the City of Hutto, for liability arising out of operations under this Agreement.

14.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

14.13 Consultant and any Sub-Consultants and/or Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE XV
INDEMNIFICATION

15.1 Consultant, whose professional services are the subject of this Agreement, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, City and the elected officials, employees, officers, directors, volunteers and representatives of City, individually and collectively, from and against damages, liabilities or costs, including reasonable attorney fee and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and anyone for whom Consultant legally or contractually is liable. The indemnity provided for in this Section 15.1 shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

15.2 The provisions of this Article XV solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise City in writing within twenty-four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this Section XV.

ARTICLE XVI
CLAIMS AND DISPUTES

16.1 **Definition.** A Claim is a demand or assertion by one of the parties hereto seeking, as a matter of right, adjustment or interpretation of an Agreement's terms, payment of money, extension of time or other relief, with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if Consultant is not a corporation, then an official of the company authorized to bind Consultant by his/her signature) of Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 **Time Limit on Claims.** Claims by Consultant must be initiated in writing to City within twenty-one (21) calendar days after the occurrence of the event giving rise to such Claim.

16.3 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 **Claims for Additional Time.** If Consultant wishes to make a Claim for an increase in the time for performance, written notice, as stated in this **Section XVI**, must be given. Consultant's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 **Claims for Consequential Damages**. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by Consultant and to claims by City:

16.5.1 No consequential damages will be allowed; and

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible; and

16.5.3 No profit will be allowed on any damage claim.

16.6 **No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

16.7 Alternative Dispute Resolution.

16.7.1 **Continuation of Services Pending Dispute Resolution.** Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances

16.7.2 **Requirement for Senior Level Negotiations.** Before invoking mediation or any other alternative dispute process set forth herein, the parties agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days, after a party delivers a written notice of such dispute, then the parties shall proceed with the mediation alternative dispute resolution process contained herein. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

16.7.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 calendar days following the date of the request for mediation, all conditions precedent in this **Article XVI** shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Williamson County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

ARTICLE XVII
SEVERABILITY

If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE XVIII
INTEREST IN CITY CONTRACTS PROHIBITED

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to Sub-Contracts on City projects.

18.2 Consultant acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. Consultant's officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a. a City officer or employee; b. a City officer or employee's parent, child or spouse; c. a business entity in which City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10)%) or more of the fair market value of the business entity; d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

18.3 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that Consultant, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that is has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XIX
CONFLICT OF INTEREST

19.1 Consultant acknowledges that it is informed that the Charter of the City of Hutto and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a direct interest in any contract with the City.

19.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City and shall not have a direct interest in the Agreement. Consultant further warrants and certifies that it will comply with the City's Ethics Code.

19.3 **HB 1295 Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the

City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

19.4 **No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the CONSULTANT hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. 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, "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.

The CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the CONSULTANT represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
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 the CONSULTANT and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The CONSULTANT understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.5 **Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the CONSULTANT hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other

affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.6 **Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

ARTICLE XX
STANDARD OF CARE/LICENSING

20.1 Services provided by Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

20.2 Consultant shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE XXI
RIGHT OF REVIEW AND AUDIT

21.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Consultant's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Consultant records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

21.2 City agrees that it will exercise the right to audit, examine or inspect Consultant's records only during City's regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

21.3 Consultant must include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE XXII
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both City and Consultant.

ARTICLE XXIII
VENUE

The obligations of the parties to this Agreement shall be performable in Hutto, Williamson County, Texas. If legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Williamson County, Texas.

ARTICLE XXIV
NOTICES

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall personally be delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party otherwise is notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) calendar days of mailing. In cases of emergency communication may be provided through email, in person, or telephone notices which shall be followed with the mailing procedure herein described.

If intended for City, to:

City of Hutto

Attention: City of Hutto
500 West Live Oak
Hutto TX 78634

(737) 361-8630

Kate.Moriarty@huttotx.gov

If intended for Consultant, to:

Johnson, Mirmiran, & Thompson, Inc. (JMT)

Attention: Jennifer Shell, PE
801 E. Old Settlers Blvd., Suite 102
Austin, TX 78664

(512) 787-4090

Jshell@jmt.com

ARTICLE XXV
INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between City and Consultant is that of an independent contractor. By the execution of this Agreement, Consultant and City do not change the independent contractor status of Consultant. Consultant shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of Consultant, in the performance of this Agreement, shall be construed as making Consultant the agent, servant or employee of City, or as making Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

ARTICLE XXVI
CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

IN WITNESS WHEREOF, City of Hutto has lawfully caused these present to execute this Agreement by the hand of City Manager, or designee; Consultant, acting by the hand of Jennifer Shell, thereunto authorized by Johnson, Mirmiran, & Thompson, Inc. does now sign, execute and deliver this document.

Executed on this_____day of _____, A. D._____.

CITY OF HUTTO

_____
James R. Earp, CPM
City Manager

Johnson, Mirmiran & Thompson, Inc. (FIRM)

By: _____

Vice President
Title

INDIVIDUAL PROJECT ORDER

Proposed Owner's Representative Services

In accordance with Master Services Agreement for Owner's Representative Services Rotation List between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data
   a. Individual Project Order Project Number: F02
   b. Owner: City of Hutto
   c. Vendor: Johnson, Mirmiran & Thompson, Inc. (JMT)

Specific Project (title): Justice Center Project

1) Scope of services for **Johnson, Mirmiran & Thompson, Inc. (JMT)** will include the following services (Refer to Attached A for Full Services Detail)

   a. Owner Representative Services

2) Fee: NTE $162,500.00

Work Description	Original Fee	Amendment Amount	Change in Fee	Fee Type
Owner Representative Services	$162,500.00			
TOTAL	$162,500.00			

3) Deadline: This form is to be signed along with any supplementary materials and must be submitted to Patricia Davis Engineer via email by **09-18-2026 (two Fridays before City Council Agenda date)**, at 12PM CST.

Point of Contact
Kate Moriarty
City of Hutto
Kate.Moriarty@HuttoTX.gov

Any questions must be in writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Individual Project Order ("IPO") and Vendor is authorized to begin performance upon its receipt of a copy of this IPO signed by Owner.

Except as provided for in this IPO, all other provisions of the Master Service Agreement dated 10/01/2026 shall remain in full force in effect.

OWNER:	CONSULTANT: Johnson, Mirmiran & Thompson, Inc. (JMT)
By:	By:
Print Name: James R. Earp, CPM	Print Name: Jennifer Shell, PE
Title: City Manager	Title: Vice President
Effective Date:	Date: 09/23/2026

EXHIBIT 2
SCOPE OF SERVICES

(Shall include the role and responsibilities of Consultant, as detailed in City's General Conditions attached hereto)

September 23, 2026

Kate Moriarty, MPA
City of Hutto
Executive Director of Administrative Services
500 W. Live Oak Street
Hutto, TX 78634
(737) 361-8630

RE: City of Hutto Project F-02 – Justice Center

Dear Ms. Moriarty:

We are excited for the opportunity to provide the City of Hutto with Owner's Representative Services in support of the Justice Center Project that is part of the 2026 bond. The new Justice Center is proposed to be built at the Cottonwood Properties site between Limmer Loop and Megar Lane.

The Justice Center project is a critical facility for the Hutto community. By servicing the Police Department and courts, this project will bring much needed upgraded facilities to better serve its citizens.

Scope of Services

Our proposed scope of services for Phase 1 (Preconstruction) outlined below is based on a 6-month preconstruction schedule as shown in the Core Construction schedule dated June 24, 2026. JMT will provide an additional IPO for Phase 2 (Construction) services for the project.

1. **Meetings**
   JMT will plan to attend bi-weekly meetings with the architect and CMAR during the pre-construction phase. These meetings are understood to be generally virtual, but JMT will plan to attend in person when needed. In addition to this, JMT plans to have meetings with the City of Hutto PM and stakeholders separately. These are also planned every other week.

2. **Cost Estimating and Value Engineering**
   JMT will provide an independent cost estimate of the 50% CDs that have been prepared by the Architect. This estimate will be compared to the estimate provided by the CMAR to identify any scope or cost inconsistencies. JMT will also evaluate the estimates for cost-saving opportunities and participate in Value Engineering sessions to support the most efficient project outcome for stakeholders. For the 100% CDs, JMT will review the 100% estimate provided by the CMAR as part of the GMP approval.

3. **Constructability Reviews**
   JMT will provide constructability reviews of the 50% CD and 100% CD deliverables by the design team. JMT's constructability reviews will include evaluating construction phasing and scheduling requirements, coordinating all design disciplines and reviewing the clarity of documents, assessing the compatibility of contract plan documents and applicable standards, phasing, and logistics planning.

4. **Project Budget, Schedule Review and Risk Register**
   JMT will manage the overall project budget, including design fees, permit and impact fees (if required), construction costs, and Owner-responsible costs such as survey, geotechnical reports, construction material testing, FF&E, and commissioning. JMT will update the budget regularly to keep City stakeholders informed.

   JMT will establish a baseline schedule that incorporates the CMAR's construction schedule and aligns with the City of Hutto's project requirements. During construction, JMT will closely monitor both the baseline schedule and the CMAR's schedule and promptly notify the team of any potential issues.

   JMT will prepare a Risk Register for the project that will identify and classify known risks and the potential impact and mitigation needs. This will be periodically updated as the project progresses and risks are mitigated.

5. **GMP Coordination**
   JMT will review the CMAR's subcontract packages and ensure scope analysis is complete. Once bids are received, JMT will assist the City in the negotiation of the final GMP prepared by the CMAR. This includes coordination for a single GMP negotiation. If the project requires that partial GMPs be awarded due to project constraints, additional services may be needed.

6. **Procore License**
   JMT will implement, coordinate, and manage Procore as the project management software and ensure the architect properly uses Procore to provide access to all files relating to the Project.

EXHIBIT 3

FEE PROPOSAL

Compensation

For the services outlined above, JMT shall be compensated per the following table:

Task	Description	Fee
Task 1	Meetings	$31,000
Task 2	Cost Estimating	$29,200
Task 3	Constructability Reviews	$27,800
Task 4	Project Budget and Risk Register	$22,200
Task 5	GMP Coordination	$21,800
Task 6	Procore License	$30,000
	Miscellaneous Expenses	$500
	Grand Total	**$162,500**

Exclusions:

The following activities are excluded from the scope of services listed above but can be added to the task order as additional services:

1. Assist with any bond related activities in advance of election day.
2. Attend City Council meetings to provide updates.

We appreciate the opportunity to partner with the City of Hutto and are ready to serve as a trusted advisor and owner's advocate for the City of Hutto's Capital Improvement Projects.

Sincerely,

Jennifer Shell, PE, PMP
Vice President
Johnson, Mirmiran & Thompson Inc.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1519680

Date Filed:
09/23/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Johnson, Mirmiran & Thompson, Inc. (JMT)
Hunt Valley, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
F02
Owner's Representative Services for the Justice Center

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Johnson, Mirmiran & Thompson Employee Stock Ownership	Hunt Valley, MD United States	X	
Blair, Michael J.	Hunt Valley, MD United States	X	
Smulovitz, Richard	Hunt Valley, MD United States	X	
Natale, Matthew C.	Hunt Valley, MD United States	X	
Coyne, David J.	Hunt Valley, MD United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jennifer Shell, PE, and my date of birth is [redacted].

My address is Terrace I, 2600 Via Fortuna, Ste. 575, Austin (city), TX (state), 78746 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 23rd day of September (month), 2026 (year).

Jennifer Shell

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
10.2.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-192 approving change order #6 for the CIP project P02-2023, Fritz Park, between the City of Hutto and STR, Constructors in the amount of $34,749.25, and approving two required two-year maintenance bonds for the project. (Kate Moriarty)
Meeting:	Thursday, October 1, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty, Dana Phillips

ITEM SUMMARY:

Change Order No. 6 provides for the addition of (2) two-year maintenance bonds for the Fritz Park Improvements project.

Neither maintenance bond was included in the original contract. Given the scope and nature of the improvements included in the project, staff coordinated with the contractor to provide a two-year maintenance bond for landscaping improvements, as well as structural improvements to protect the City's investment in the improvements.

The addition of the maintenance bonds will be consistent with the City's standard for infrastructure projects, and thus recommends approval of Change Order No. 6

STAFF RECOMMENDATION:

Approve as presented.

FISCAL NOTES:

Funding for this project is included in the Capital Improvement Budget as follows:

Series 2023A GO (17)
Account Number: 17-040-039-6702
Account Name: P02 Fritz Park
Budgeted Amount: $4,207,799
Amount Available: $8,798
Requested Amount: $34,749.25
Amount Remaining: ($25,951.25)

AGENDA ITEM REPORT
10.2.

The remaining funds from this Series 2023A GO debt issuance is $51,250; this is sufficient to bring a future budget amendment to Council to increase the budget to pay for the $25,951.25 overage from this item.

ATTACHMENTS:

1. Fritz_Park_Improvements_Map
2. 20260921 Hutto RES Fritz Park Ph 2 CO6 STR Constructors_Final
3. CIP P02-2023_Fritz Park Ph II_STR_CO 6
4. CO 6_Maintenance Bond Invoice (1)
5. P02-2023_Fritz Park_CO 7_1295 Form_Redacted

Fritz Park Improvements

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING CHANGE ORDER NO. 6 TO THE AGREEMENT BETWEEN STR CONSTRUCTORS AND THE CITY OF HUTTO, TEXAS IN THE AMOUNT OF -$34,749.25 NO ADDITIONAL CONTRACT TIME, RELATED TO THE CONSTRUCTION OF THE FRITZ PARK PHASE II PROJECT (CIP P02-2023); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; APPROVING AND ACCEPTING TWO REQUIRED TWO-YEAR MAINTENANCE BONDS RELATED TO THE PROJECT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto ("City") entered into a contract with STR Constructors ("Contractor") on January 17, 2025, for the construction of Fritz Park Phase II improvements; and

WHEREAS, the Project requires submission of close-out documentation, including maintenance bonds covering both the general construction scope and the landscaping scope; and

WHEREAS, STR Constructors has provided a two-year maintenance bond for the general construction scope, issued by Frost Insurance Agency, Inc., in the amount of $15,655.00, in accordance with city requirements; and

WHEREAS, the landscaping improvements associated with the Project require a separate two-year maintenance bond; and

WHEREAS, Utz Environmental Services has provided a two-year maintenance bond for the landscaping scope, in the amount of $19,094.25, and the City desires to approve and accept this bond; and

WHEREAS, the City Council desires to authorize the City Manager to execute change order No. 6, attached as Exhibit A.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to accept and execute the required two-year maintenance bonds for the Fritz Park Phase II Project, consisting of:

1. A two-year maintenance bond in the amount of $15,655.00, provided by STR Constructors through Frost Insurance Agency, Inc., covering the general construction scope; and
2. A two-year maintenance bond in the amount of $19,094.25, provided by Utz Environmental Services, covering the landscaping scope, consistent with the proposal provided by Utz Environmental Services.

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

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1st of October, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Change Order No. 06

Project Name: CIP Project Name Fritz Park Phase II	**COH Project No.:** 20101415 CIP P02-2023
Project Owner and Address: City of Hutto 500 W Live Oak Street Hutto, TX 78634	**Owner's Project No.:** CIP SW07-2023 2407
	Date of Issuance: 9/14/2026
Project Contractor and Address: General Contractor Name Address City, State Zip Code STR Constructors 210 Commerce BLVD, Round Rock TX 78664	**Date of Contract:** 1/17/2025
	Contract Period: days 365 Days

It is agreed to modify the Contract referred to above as follows: (ADD TEXT HERE TO Summarize Change Order)

The CMAR contract did not include requirements for maintenance bonds. In an effort to comply with city standards, STR has coordination (2) maintenance bonds. One for landscaping, and the other for overall maintenance bonding of the project.

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
PR #20	Additional 2 Year Maintenance Bonds		Contract Work is complete
	Difference Net =		

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order: $ 9,199,966.65	**Contract Time prior to this Change Order** Substantial (days and date): 8/1/2026 Final (days and date): 10/25/2026
Net Increase (decrease) of this Change Order: $	**Net Increase (decrease) of this Change Order** _____ days
Revised Contract Price with all approved Change Orders: $ 9,199,966.65	**Revised Contract Time with all approved Change Orders** Substantial (days and date): 8/1/2026 Final (days and date): 10/25/2026

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

John Robinson — **Accepted for Contractor by:** — **Date:** 9/14/2026

Recommended for Approval by Engineer: — **Date:**

Approved for Owner by: James Earp, City Manager — **Attest:** — **Date:**

Approved: (Other - when required) — **Date:**

Distribution: Contractor _____ File _____ Field _____ Owner _____ Other _____

Frost

PREMIUM INVOICE

REMIT TO:
Frost Insurance Agency, Inc.
401 Congress Ave., Suite 1400
Austin, TX 78701

STR Constructors, LLC
210 Commerce Blvd.
Round Rock, TX 78664

INVOICE #MNT		PAGE 1
ACCOUNT NO.	OP	DATE
	Kaylee Parise	9/2/2026
POLICY TYPE:	CBON	
POLICY #:	2MNT - 4409600	
PRODUCER:		

EFFECTIVE	EXPIRATION	BALANCE DUE ON
9/2/2026		**9/2/2026**
AMOUNT PAID		AMOUNT DUE
		$15,655.00

Item #	Eff. Date	Trn	Type	Description	Amount
MNT	9/2/2026	REN	CBON	2MNT - $9,199,966 – City of Hutto – Phase 2 for Fritz Park Improvements and Renovations	$15,655.00

Total Invoice Balance: $15,655.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1511301

Date Filed:
09/03/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
STR Constructors LLC
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Fritz Park
General Contractor / Construction Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Robinson, John	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is **John Robinson**, and my date of birth is [redacted].

My address is **8330 Timber Trl**, **Lago Vista** (city), **TX** (state), **78645** (zip code), **USA** (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in **Williamson** County, State of **Texas**, on the **3rd** day of **Sept** (month), 20**26** (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
10.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-193 approving a Master Services Agreement with WSB, LLC for Owner's Representative services and authorizing the City Manager to execute the agreement and individual project orders, additional services agreements, and change orders in amounts less than $50,000. (Kate Moriarty)
Meeting:	Thursday, October 1, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

The City issued a solicitation for qualified firms to provide Owner's Representative services in support of the City's Capital Improvement Program and other assigned projects. A total of eighteen (18) firms submitted qualifications for consideration.

Following evaluation of the submissions, the three highest-scoring firms were:

- WSB, LLC
- Johnson, Mirmiran & Thompson, Inc. (JMT)
- AG|CM, Inc.

Staff recommends establishing Master Services Agreements (MSAs) with each of the three highest-scoring firms. Establishing multiple MSAs will provide the City with flexibility to assign Owner's Representative services based on project needs, firm qualifications and expertise, availability, and workload.

Approval of an MSA does not guarantee any minimum amount of work or compensation to a firm. Services will be authorized on a project-by-project basis through individual project orders or other applicable authorizations under the MSA.

Schedule of Events

Event	Deadline
Solicitation Issuance	8/3/2026
Pre-Submittal Conference	8/12/2026
Deadline for Question Submittal	8/19/2026

AGENDA ITEM REPORT
10.3.

Submission Deadline	8/26/2026
Notice of Intent to Award	~~8/31/2026~~ **9/15/2026**
Tentative Award Date	~~9/17/2026~~ **10/1/2026**

The establishment of Owner's Representative MSAs also supports the City's Strategic Plan initiative 1A – Capital Improvement Program (CIP) Milestone Oversight, including establishing defined project milestones from design through completion and implementing centralized project tracking to improve monitoring of project timelines, progress, and accountability. Owner's Representative services provide additional project management capacity and oversight to support consistent delivery of the City's capital program.

STAFF RECOMMENDATION:

Approve as presented.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. 2026.9.18_OR_MSA_RES DRAFT
2. NOIA - Acceptance of Notice
3. MSA - WSB signed
4. Certificates of Insurance - City of Hutto - WSB Owners Rep Master Services Agreement FY 26-27 and 27-28
5. WSB_1295_Redacted
6. OR - Scoring Summary

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MASTER SERVICES AGREEMENT WITH WSB, LLC FOR OWNERS REPRESENTATIVE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER SERVICE AGREEMENT AND INDIVIDUAL PROJECT ORDERS, ADDITIONAL SERVICES AGREEMENTS, OR CHANGE ORDERS IN AN AMOUNT LESS THAN $50,000; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, 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 solicited qualifications from qualified firms to provide Owner's Representative services for City capital improvement projects; and

WHEREAS, WSB, LLC was identified as one of the highest-scoring firms through the City's evaluation and selection process; and

WHEREAS, the City Council finds that entering into a Master Services Agreement with WSB, LLC will provide the City with qualified professional support for the coordination and delivery of capital improvement projects.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the master services agreement, **Attachment A,** a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Manager is hereby authorized to take all actions necessary to implement the terms and intent of this Resolution and the agreement, including ensuring compliance with applicable City policies, procedures, and funding

requirements.

SECTION 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1 of October, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

September 16, 2026

WSB
Jay Kennedy
1221 S Mopac Expwy, Ste 355
Austin, TX 78746

Delivered via email to jkennedy@wsbeng.com

NOTICE OF INTENT TO AWARD

Dear Mr. Kennedy:

Your proposal submitted on August 26, 2026, for **Owner's Representative Services** has been selected for recommendation to the City Council for consideration of contract award at its meeting scheduled for October 1, 2026.

To facilitate contract execution, please provide the following documents electronically within 2 (two) business days of receipt of this notice:

Please complete and deliver the following items via electronic format:

- One (1) executed copy of the Notice of Intent to Award (NOIA).
- One (1) executed copy of the Master Service Agreement (MSA).
- One (1) copy of the Certificate of Insurance showing coverage in accordance with the MSA.

Sabrina Manning
Purchasing Officer
City of Hutto
500 W. Live Oak St.
Hutto, TX 78634

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledge by:

Contractor: WSB

This the 16th day of SEPTEMBER, 2026.

By: _____

Title: VICE PRESIDENT

You are required to return an acknowledged copy of the NOTICE OF INTENT TO AWARD to the City of Hutto.

EXHIBIT "A" FORM MSA

OWNER'S REPRESENTATIVE SERVICES MASTER SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO AND WSB, LLC

THIS OWNER'S REPRESENTATIVE SERVICES MASTER SERVICES AGREEMENT, (the "Agreement"), is executed this _____day of _____, 2026 by and between the City of Hutto, Texas (the "City") and WSB, LLC ("the Consultant").

RECITALS

The City and WSB, LLC desire to set forth the general terms and conditions whereby WSB, LLC, a Texas S corporation or an affiliated company thereof will be engaged to provide professional consulting services on one or more City of Hutto constructions projects with respect to each engagement (the "Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of WSB, LLC the IPO shall incorporate the terms and conditions of this Agreement as if the affiliated company were a Party to this Agreement. As used herein, "Consultant" shall refer to WSB, LLC or an affiliated company executing an IPO. Consultant shall provide a list of affiliated companies to the City and keep that list current through the life of this Agreement, including any extension hereof.

AGREEMENT

(1) Scope of Services and Additional Services Agreement.

The undertaking of the Consultant to perform professional services under this Agreement extends only to the services and costs set forth in Attachment "A" and/or a specific IPO as to any specific Project ("the Services"). However, if requested in writing by the City and agreed in writing by the Consultant, the Consultant shall perform Additional Services not to exceed Fifty Thousand Dollars, ($50,000.00), which shall be governed by this Agreement unless otherwise agreed to in writing in an Additional Services Agreement approved by the Hutto City Council. The City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses attributable solely to a Project for Additional Services including telecommunications, in-house reproduction, postage, supplies, project-related computer time, and local mileage. Other direct expenses will be billed at 1.00-times cost (passed through without markup). All Additional Services shall be in writing and subject to 6(e). Non-Appropriation and Fiscal Funding. The City Manager or designee shall have the authority to

execute the IPO and Additional Services Agreement provided that funds are available and budgeted in Fiscal Year 2026/2027 and 2027/2028.

(2) City's Responsibilities.

In addition to other responsibilities imposed on the City elsewhere in this Agreement or imposed by law, the City shall have the following responsibilities:

a) Designate in writing a person to act as the City's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions other than changes in the scope of Services, expiration date of this Agreement, authorization of an IPO, or changes in payment terms.

b) Provide to Consultant all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

c) Assist Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

d) Furnish the following to Consultant, as required for performance of Consultant's Services (except to the extent provided otherwise in the relevant IPO):

(1) data prepared by or services of others, including without limitation borings, probings, subsurface explorations, hydrographic surveys, laboratory tests, inspection of samples, materials, and equipment;

(2) appropriate professional interpretations of all of the foregoing from a duly licensed and/or registered professional qualified to render such interpretation if licensure or registration is required by law;

(3) environmental assessments and impact statements;

(4) property, boundary, easement, right-of-way, topographic and utility surveys;

(5) property descriptions;

(6) any zoning, deed, and other land use restrictions; and

(7) other special data or consultations; all of which Consultant may use and rely upon.

e) Provide Consultant with surveys necessary to establish reference points for construction (except to the extent provided otherwise in the relevant IPO).

f) Arrange for access to and make all commercially reasonable provisions for the Consultant to enter upon public and private property as required for the Consultant to perform Services, unless acquiring an easement in or commencing any condemnation of private property would be necessary to obtain access.

g) Examine, review, and opine on, or cause be examined, reviewed, and opined on by a duly licensed and/or registered professional qualified to render such examinations, reviews, and opinions, if licensure or registration is required by law, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination, review, and opinion, and render in writing decisions pertaining thereto within a reasonable time so as not to unreasonably delay Consultant Services. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents reasonably promptly unless the delay is due to defects or omissions in the Consultant's submissions.

h) Furnish approvals and permits for all government authorities having jurisdiction and permits for all government authorities having jurisdiction over the Project to the extent the City is entitled to such approvals and permits, and such approvals and consents from others as may be necessary for the completion of the Project, if available on commercially reasonable terms.

i) Provide or cause to be provided by qualified professionals to Consultant such accounting, independent cost estimating and insurance consulting as the City may require.

j) Attend and/or facilitate the pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of or for Consultant's services, or any defect or nonconformance in any aspect of the Project, without prejudice to the Consultant's duty to notify the City's representative of such.

l) Follow appropriate City procedures to request the City to bear all costs incidental to compliance with the requirements of this paragraph.

(3) Consultant's Rights and Responsibilities

In addition to other responsibilities described in this Agreement or imposed by law, the Consultant shall have the following responsibilities:

a) Independent Contractor.

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

(1) Consultant has the right to perform services for others during the term hereof.

(2) Consultant has the sole right to control and direct the means, manner and method by which Services required by this Agreement will be performed.

(3) Consultant has the right to hire subcontractors, or to use its employees to provide the Services required by this Agreement.

(4) Consultant or its employees or subcontractors shall perform Services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

(5) Neither Consultant, its employees, nor its subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.

(6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the Services required by this Agreement.

(7) Neither Consultant, its employees, nor its subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, workers compensation, or other employee benefit plan of the City.

b) Give prompt written notice to the City's representative whenever the Consultant observes or otherwise becomes aware of any development that affects the scope, timing, or payment of or for Consultant's services, or any defect or nonconformance in any aspect of the Project, without prejudice to the City's duty to notify the Consultant of such.

(4) Period of Services.

a) This Agreement expires on the end of the sixth calendar month following final acceptance by the City of all Projects procured under this Agreement unless the Parties agree in writing before said expiration date to a different expiration date.

b) The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Projects through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended, and compensation increased, as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(5) Compensation for Services.

a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

b) The City shall pay the Consultant an amount based upon the Consultant's latest hourly rates as reported in the latest written schedule to be provided by the Consultant of employee rates by name or title who is to participate in providing Services, (the "Schedule") or unless otherwise stated in an IPO, plus an amount to cover certain actual direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00-times cost (passed through without markup). The Consultant will provide the City with a Schedule and update it with any changes.

c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question or Schedule. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall not be the liability of the City.

(6) Prompt Payment Act.

a) In accordance with Texas Government Code Chapter 2251 (the "Prompt Payment Act"), invoices shall be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt and should include the invoice number and project number. Interest will be added to accounts not paid within thirty (30) days of the City's receipt of Consultant's invoice at the rate provided for by the Prompt Payment Act beginning on the 31st day. If the City fails to make any payment that is not disputed with the above timeframe as provided for in the Prompt Payment Act, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full. Due dates and interest assessments for payment will be adjusted to conform to any relevant future amendments or supersession of the Prompt Payment Act.

b) If the City relies on payment or proceeds from a third party to pay Consultant, and City does not pay Consultant's invoice within sixty (60) days of receipt, Consultant may communicate directly with such third party to secure payment.

c) If the City disputes any charge in an invoice, the City shall notify the Consultant in writing providing the details of the dispute within twenty-one (21) days of receipt of the invoice. If the City disputes a portion of the invoice, payment for the undisputed portion shall be due in accordance with paragraph 6(a).

d) If the Consultant initiates legal proceedings to collect payment to the prevailing Party may recover its actual and reasonable attorneys' fees, experts' fees, and court costs.

e) Non-appropriation and Fiscal Funding.

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Consultant a written notice of termination at the end of its then current fiscal year.

(7) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant in rendering Services, (the "Documents") are related exclusively to the Services described in this Agreement. The Documents are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Documents not containing an electronic seal are provided for the convenience of the City, and use of the Documents is at the City's sole risk. In the case of any defects in the Documents or any discrepancies between the Documents and the hardcopy of the Documents prepared by the Consultant, the hardcopy of the Documents shall govern. Data stored in electronic media format may deteriorate or may be modified without the Consultant's authorization. The City has sixty (60) days from the date of receipt of the Document to perform acceptance tests.

(8) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services

furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications of Consultant and represent Consultant's reasonable judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by the Consultant. The City may employ an independent cost estimator to determine estimated costs.

(9) Termination.

a) The obligation to provide further services under this Agreement may be terminated for convenience or for default by either Party upon seven (7) calendar days' written notice.

b) If Consultant defaults in performance of this Agreement and if the City terminates this Agreement for such default, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other relevant factors will affect the value to the City of the work performed at the time of default.

c) Consultant shall not be entitled to any consequential damages nor lost or anticipated profits for work when an Agreement is terminated hereunder.

(10) Insurance.

a) The Consultant at Consultant's sole cost shall provide Workers' Compensation insurance as required by law, professional liability insurance, and general liability insurance in the amount of One-Million Dollars, ($1,000,000.00). If the City directs the Consultant to obtain increased insurance coverage, the Consultant shall obtain such additional insurance if available at the City's expense as agreed to in an Additional Services Agreement or IPO.

b) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance on an occurrence basis with no burn-off in the minimum amount of one million dollars ($1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within five (5) business days of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer, and the policy will require the insurance company to give the same notice to the City.

c) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's

own expense, the same stipulated minimum insurance required in this Agreement for the Consultant.

d) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance. City shall also be entitled upon request and without expense to obtain from the Consultant true and complete copies of all insurance policies required by this Agreement or by Additional Services Agreement or IPO.

e) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

(1) Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.

(2) Terms "the City" or "the City of Hutto" shall include all authorities, boards, commissions, departments, and officers of the City and individual members, employees and agents in their official capacities, or while acting on behalf of the City of Hutto.

(3) Consultant and the City mutually waive subrogation rights each may have against the other for loss or damage, to the extent same is covered by the proceeds of insurance.

f) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

h) Each policy shall require that notices required by 10(b) be sent to:

City Manager or City Manager Designee
500 W. Live Oak Street
Hutto, Texas 78634
Kate.Moriarty@HuttoTX.gov

(11) Standard of Care and Warranty

a) The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by professional engineers performing the same or similar professional services in the same locality at the time the professional services are provided. Consultant warrants that all services performed hereunder shall be performed consistent with prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this warranty.

b) If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

c) Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out of state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

(12) Release, Indemnification, Hold Harmless and Defense

a) **TO THE EXTENT NOT PROHIBITED BY LAW, CONSULTANT, AND CONSULTANT'S SUCCESSORS AND ASSIGNS HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS CURRENT AND FUTURE CITY COUNCIL, CITY COUNCIL MEMBERS, AND CITY OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, LIENS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER POTENTIAL OR ASSERTED, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES, REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR OMISSION OF CONSULTANT, INCLUDING THE NEGLIGENCE OF CONSULTANT OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN GROSS NEGLIGENCE, SUBJECT TO THE TERMS OF THIS SECTION. CONSULTANT SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE**

CAUSED BY THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, THE CONSULTANT'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO CONSULTANT'S OWN PERCENTAGE OF RESPONSIBILITY. CONSULTANT'S DUTY TO DEFEND IS NOT REDUCED OR LIMITED BY APPORTIONMENT OF LIABILITY.

b) The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity except for the indemnified City Council, City Council Members, and City officers, agents, servants and employees. Consultant shall advise the City in writing within twenty-four (24) hours after Consultant learns of any claim or demand against the City or Consultant related to or arising out of Consultant's activities under this Agreement.

c) Consultant shall not settle any claim against the City or against any entity or individual indemnified under this Article without the prior written consent of the City Manager and City Attorney. The City Attorney has the right to disapprove any attorneys designated by Consultant to handle any litigation within the scope of this Article and to receive reasonable notice of Consultant's choice of such attorney. The City may retain one or more attorneys to represent the City or any entity or individual that is entitled to indemnity or defense under this Article at the City's own expense and at no expense to Consultant.

d) Any and all claims against the City or other entity or person indemnified hereunder by Consultant, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant.

e) Should any of Consultant's services not conform to the requirements of this Agreement, then the City shall provide written notification of nonconformity to Consultant and provide a reasonable cure period; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth by the City, then this Agreement may be terminated for default.

f) In no event will Consultant be liable for any loss, damage, cost or expense attributable solely to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

g) Consultant shall not be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (excluding the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this

Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to providing professional services in accordance with this Agreement.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions in rendering any Services. Consultant's Services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its Services.

(16) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant except as expressly provided in insurance policies required by (10) Insurance, and in (12) Release, Indemnification, Hold Harmless and Defense, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party except to the extent of such insurance and indemnity provisions. The City shall not assign or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the

Consultant shall use reasonable care to maintain the confidentiality of such identified material. Confidential information shall not include and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. Confidential information is subject to the Texas Public information Act.

(18) Miscellaneous Provisions.

a) Applicable Law; Enforcement: Venue.

This Agreement and any Additional Services Agreement and IPO is to be governed by the law of the State of Texas. Exclusive venue for any legal proceeding under this Agreement shall be in a court sitting in Williamson County, Texas, where the City's principal administrative offices are located. This Agreement and each executed Additional Services Agreement and IPO contain the entire and fully integrated agreement between the Parties regarding the respective the subject-matter thereof, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral.

b) Amendments

Except as provided in (1) Scope of Services, IPO or an Additional Services Agreement less than Fifty Thousand Dollars, ($50,000.00), this Agreement can be amended only by a written document executed by both the Consultant and the City.

c) Severability.

Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

d) Financial Interest Prohibited.

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or

required under this Agreement.

e) Exclusive Agreement.

The parties understand and expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

f) Dispute Resolution

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute informally but either Party may compel non-binding mediation with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the City shall select one mediator and Consultant shall select one mediator and those two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

g) Force Majeure

Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; due to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters, pandemics or other casualties, strikes or other labor troubles, which render commercially impossible the performance under this Agreement by a Party.

h) Assignment

Consultant shall not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Manager or designee. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee, or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of

any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Section 9 Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

(i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS

(1). HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict of interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

(2) No Boycott of Israel; No Terrorist Organization.

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. 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, "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.

The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
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 the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

A. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

B. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(j) Compliance

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, ordinances and regulations.

(k) Legal authority

The signer of this Agreement for Consultant represents, warrants, assures, and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions, and obligations herein contained.

(l) Parties Bound

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, Managers, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

(m) Captions

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

(n) Incorporation of Exhibits

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes.

IN WITNESS HEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF HUTTO, TEXAS	WSB, LLC
BY: _____	BY: _____
James Earp, City Manager	Jay Kennedy, VP
DATE: _____	DATE: 9-16-26

ATTEST:

_____

Laura Hallmark, City Secretary

EXHIBIT "A" FORM MSA

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned authority, this 16 day of 2026, 2026, by JAMES KENNEDY, as VICE PRESIDENT on behalf of WSB, LLC

[Seal]

MARC DROUIN
Notary Public, State of Texas
Comm. Expires 08-02-2027
Notary ID 132113274

Notary: Marc Drouin
License Expires: 08/02/2027

VERIFICATION

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of WSB, LLC for the purpose of making this verification, and that all representations in paragraph of the foregoing Agreement, incorporated herein by this reference, are true.

Agent's Signature: _____
Printed Name: JAMES KENNEDY
Title: VICE PRESIDENT

APPROVED AS TO FORM

_____
Dorothy Palumbo, Hutto City Attorney

Attachment A

Scope of Services

Exhibit D
SCOPE OF SERVICES

RFQ Rotation LIST FY2025

The City of Hutto (hereinafter the "City") intends to engage a firm to provide Owner's Representative Services for the planning or design or construction management, or general engineering services or the City may engage the Owner's Representative to support other City facility related projects as desired, including oversight of new facilities. The Owner's Representative will oversee the planning, design and construction of all aspects of one or more projects.

As a condition to the contract award, the selected Owner's Representative is required to enter into an agreement with the City of Hutto for the performance of the services defined herein.

The selected Owner's Representative shall not be permitted to bid on or perform any of the actual construction on the project, nor shall any construction firm control or be partially owned by the Owner's Representative be allowed to bid on or perform work on the project. The Owner's Representative shall be allowed to provide basic services for which specific reimbursement provisions are included in the general conditions to the Owner's Representative's contract with the City. The actual construction work on the project shall be awarded through a competitive bid process.

The Owner's Representative, in general, shall have primary management responsibility for the project and shall coordinate all project matters. As such, the Owner's Representative shall serve as the City's main point of contact and liaison between the architect/engineer, general contractor and other consultants and vendors throughout the duration of the project. The Owner's Representative shall advocate for the City's interests of quality, timely and cost-sensitive design and construction while maintaining professional relationships with all consultants, partners and vendors.

The Owner's Representative will be responsible for overseeing the delivery of the project at the best and lowest price in the marketplace and the highest degree of functionality and quality. However, the Owner's Representative will not replace the architect/engineer, general contractor, and other consultants, though the Owner's Representative may provide evaluations and recommendations on the same.

The Owner's Representative shall be able to perform all services identified on Exhibit D – Scope of Services, for the project.

1. **Objective:**

The City of Hutto anticipates selecting a firm to provide Owner's Representative services for the Engineering department. The selected firm will accommodate the design of civil engineering projects of a general or routine scope or, in some cases, have a critical schedule or are of an emergency nature.

2. **Anticipated Services:**

The work provided under this General Civil Engineering Services Rotation List will include projects of various scopes and sizes, generally anticipated to include the following:

Phase 1 – General Services

a. Schedule and conduct meetings to discuss such matters as procedures, progress, issues, problems, and scheduling.
b. Attend a progress meeting to provide Project updates to Owner.
c. Attend weekly progress meetings during construction and provide progress meeting minutes provided by GC.
d. Coordinate with Architect, Owner and GC.
e. Enrollment of the buildings in an Energy Trust of Oregon incentive program.
f. Evaluate aspects of the proposed buildings related to sustainability.
g. Assist with value engineering analysis, if needed.

Phase 2 – Project Delivery and Contract Management

The scope of the anticipated projects may be pre-defined, and the usual preliminary report phase generally associated with these types of projects may not be necessary. It is intended that a clear, well-defined scope will be reviewed with the selected professional engineering firms; a proposal including costs be developed and submitted by the engineer; and the work proceed immediately upon written authorization to proceed. Consultant services relating to project permits, bid document preparation or construction services will be determined at the time of the scope meeting. Special reports addressing environmental or other issues will be handled the same way. Work scopes should include engineers to utilize City Master Plans for comprehensive development, without request of additional services after progression of project. A Microsoft Project Schedules will be required with scope/fee proposal. Be advised, City may request acceleration of scheduled deliverables based on City Council, Management, or City need. All work tasks as proposed will be completed in the same fiscal year, unless otherwise noted or requested by the City. Additionally tasks may include, but not limited to:

a. Evaluate the existing construction cost estimate and further refine and update as
b. needed.
c. Prepare "Milestone" schedule.
d. Recommend Project delivery system: traditional design/bid/build, modified
e. design/bid/build with prequalified construction firms, or Construction
f. Manager/General Contractor (CM/GC).
g. If an alternative delivery/building process is selected, successfully complete the
h. necessary documents such as “Finding of Fact.”
i. Interface with the City of Wilsonville’s Community Development Department
j. regarding permits and attend all associated meetings.
k. Review "Constructability" and "Construction Phasing" issues.

Contract Management roles may include:

a. Review/advise on preparation of construction contract documents.
b. Review/prepare bid packages.
c. Develop scheduling and contract administration clauses for inclusion into the contract documents

Phase 2 – Design

The selected professional engineering firms shall, upon specific written authorization, coordinate and collaborate with the entire team, whether selected as a City Rotation List consultant or recommended consultant by selected firm, to conduct or otherwise acquire the

necessary field surveys, soils, and peripheral investigations for final designs. The Team firms shall prepare detailed final design plans, specifications utilizing City Standards, or other regulatory standards as approved if city standards are not available; contract documents, cost estimates and permit support as needed for the construction of project improvements as approved by the City.

Phase 3 – Bidding

The selected firms may be requested to assist the City in the bidding of the projects including responding to pre-bid inquiries, issuing bid documents, submitting permit application(s), conducting a pre-bid conference, and reviewing construction bids received as defined in Phase 1. A comprehensive list and details for each task will be required to be submitted in the scope of services at the time for development of scope/fee proposal. Role may include the following tasks:

a. Review pre-qualification of construction contractors.
b. Compare and analyze bids and proposals.
c. Assist in construction contractor selection and award.
d. Assist in contract negotiations with construction firm.

Phase 4 – Pre-Construction Services

The Owner's Representative shall assist the City in selecting, retaining and coordinating the professional services of all design consultants, surveyors, special consultants and testing laboratories required for the project.

a. The Owner's Representative shall consult with and advise the City on strategies for the procurement of all required professional services.
b. The Owner's Representative shall assist with the negotiation of all professional service contracts.
c. The Owner's Representative shall consult with and advise the City concerning appropriate construction delivery methods, such as separate prime contractors and sequenced bid packages.
d. The Owner's Representative shall
    i. coordinate the projects as planned or designed by an engineer or architect in accordance with the City's goals and objectives;
    ii. prepare and submit to the City a preliminary estimated schedule for completion of the design and construction of the project(s), the various major activities to be undertaken in connection with the project(s), and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the term of the project;
    iii. assist the City in establishing a project budget based on a preliminary estimate of project costs, including without limitation the City's internal costs, which the Owner's Representative shall update with increased detail as the design of the project progresses and
    iv. manage the project(s) schedule and project(s) budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.
e. The Owner's Representative shall assist the architect in obtaining permits for the project; coordinate with the various governmental agencies having permit

responsibilities for the project; represent the City at meetings of the applicable governmental units; recommend to the City appropriate policies or decisions to be followed on public matters affecting the project; direct the architect to ascertain whether there are any significant building code or other governmental compliance issues; coordinate with the contractor the obtaining of necessary building permits or other necessary construction approvals for the project; and advise the City as to any material issues noted by the architect.

f. The Owner's Representative shall attend regular meetings with the design team and owner during design development.

g. The Owner's Representative shall prepare and submit to the City a preliminary estimated schedule for completion of the design and construction of the project, the various major activities to be undertaken in connection with the project, and the approximate timing of the commencement and completion of such activities, which the Owner's Representative shall monitor and revise from time to time.

h. The Owner's Representative shall provide recommendations to the City and architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the project program, budget and schedule, and possible cost reductions and economies if and when necessary to reconcile the project program, budget and schedule.

i. The Owner's Representative shall review and comment on the drawings and specifications for the project as they are prepared by the architect. The Owner's Representative shall assist the City in the evaluation and recommendation of appropriate design alternatives in light of the City's project program, budget and schedule, provided the Owner's Representative shall not assume any of the architect's responsibilities for design or any of the general contractor's responsibilities for construction means, methods or costs.

j. Upon approval by the City of design development plans and specifications, the Owner's Representative shall
    i. lead the process on behalf of the City in reviewing and coordinating the preparation by the architect and other project consultants of the construction documents for the project; and
    ii. make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the project program, budget or schedule; or (ii) cause the project to deviate from the approved drawings or requirements of the City.

k. Owner's Representative shall (i) prepare and update cost estimates for the estimated project costs to be incurred by the City in designing and constructing the project. The project cost estimate shall be general contractor grade with detailed material quantity "take-offs" and unit cost. The project cost estimate shall also include a summary sheet with separate line items for each cost category included in the project cost; with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems.

l. The Owner's Representative shall revise such project budget from time to time as the design of the project is finalized, the working drawings are prepared, construction contracts for the project are negotiated, awarded and executed and shall provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then current project budget.

m. The Owner's Representative shall recommend modifications to the project design, project budget, project schedule and project program to reconcile each with the others, for final decision by the City.
n. Owner's Representative shall assist the City in setting a final project budget, based on the approved design and the project program, project schedule, project cost estimate and financial constraints identified by the City. If the City with the advice of the Owner's Representative, elects to proceed with separate project construction contracts or separate bid packages, the project cost

Phase 5 – Construction

The selected professional engineering firm shall, upon specific written authorization, furnish construction phase services coincident with the construction contractor(s) activities. The selected firm may be asked to provide construction phase services for some projects. These services are those generally associated with the construction phase and might include, but not necessarily be limited to, the following: periodic visits to the job site to review the progress and character of the work being accomplished; review and recommend for approval or disapproval pay estimates of the contractor(s) for work completed; review and approve shop drawings and any necessary change orders; interpretation of the plans, specifications and other contract documents as required; project reviews with the contractor(s) and the City; preparation of electronic as-built drawings of the completed facilities as well as full size (22" x 34") paper copies; certify that the project was constructed in accordance with approved plans and specifications; and other necessary related services associated with the firm's designs and applied to the construction process. The professional firm may also, upon specific written authorization, provide on-site representative observation by qualified, experience personnel for some projects. Additional responsibilities may also include:

a. The Owner's Representative shall have the ability to perform construction management services required to manage multiple primes in lieu of a general contractor.
b. The Owner's Representative shall provide recommendations regarding each contractor's proposed mobilization schedule, temporary project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.
c. The Owner's Representative shall conduct pre-award conferences with the best and lowest respondent for a project construction contract; advise the City regarding the negotiation of business terms of each project construction contract and advise the City on the acceptability of contractors for the project.
d. The Owner's Representative shall review and process vendor insurance certificates, surety bonds, sworn statements and waivers for contract compliance.
e. The Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment, and monitor the purchase of such items.
f. After the City awards each project construction contract and before the contractor commences work on the site, the Owner's Representative shall assist the City in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the rerouting of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

g. The Owner's Representative shall represent the City in its communications with the architect, contractor, and consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the City concerning the City's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the City concerning, change orders, submittals and requests for information.
h. Owner's Representative shall (a) assist and review the processing of change orders, (b) advise the City concerning the change orders necessity and recommended cost of change orders and (c) negotiate, on the City's behalf, all change orders with the contractor. The final project budget and/or project schedule, as applicable, will be revised to reflect approved change orders.
i. The Owner's Representative shall review applications for payment by the contractor and make written recommendations to the City concerning the payment.
j. The Owner's Representative shall direct the contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, the Owner's Representative shall make recommendations to the City for corrective action by the contractor and review the contractor's recommendations for corrective action.
k. The Owner's Representative shall coordinate the architect's review and approval of shop drawings, product data and other submittals by the contractor.
l. In conjunction with the contractor who has prime contractual responsibility, the Owner’s Representative shall additionally review and advise the City concerning the adequacy of the contractor’s personnel and equipment, and the availability of materials and supplies to meet the contractor’s schedules in relation to the project schedule.
m. The Owner's Representative shall enforce the contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the City may require. Although the Owner's Representative shall not guarantee the performance by contractor, the Owner's Representative shall recommend courses of action to the City when the City or the Owner's Representative becomes aware that requirements of any project construction contract are not being fulfilled, or when the contractor falls behind in its schedule; shall communicate recommendations, as directed by the City, to the contractor on behalf of the City; shall monitor the contractor's performance of such recommendations; and shall report the contractor's progress to the City on at least a monthly basis.
n. The Owner's Representative shall notify the City in writing, with photos and supporting documentation if the Owner's Representative becomes aware that the work of the contractor is not being performed in accordance with the requirements of the contract documents. As appropriate, the Owner's Representative shall have authority, with written authorization from the City, to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is covered, installed or completed. The Owner's Representative shall review any and all test reports and notify the City, the architect and the contractor, as appropriate, of deficiencies in the work of which the Owner's Representative becomes aware and shall advise the City of projected consequences of such default and shall make recommendations to the City with respect thereto. With the written authorization of the City, the Owner's Representative shall reject work that does not conform to the requirements of the applicable contract documents.

o. The Owner's Representative shall advise the City concerning the procurement of building materials by the contractor regarding budget and schedule implications.
p. The Owner's Representative shall attend the on-site review of the project to confirm substantial and final completion of the construction of the project and notify the City when the Owner's Representative believes the work under a project construction contract is substantially complete and that a punch list should be prepared.
q. The Owner's Representative shall coordinate with the architect in its review of the work to enable the architect to determine the date of substantial completion. At the substantial completion by the contractor of the work, monitor the architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. The Owner's Representative will consult with the City and/or architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.
r. The Owner's Representative shall obtain from contractor record drawings or, if required by the applicable project construction contract, "as-built" drawings, as construction completes.
s. Together with the architect and the City, the Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the project and review test reports.
t. The Owner's Representative shall complete the final close-out of the project by (i) obtaining, or causing the contractor to obtain, all government approvals required for the legal use and occupancy of the project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the project construction contracts, (iii) obtaining all affidavits, waivers, and releases the contractors are required to provide pursuant to the project construction contacts to achieve final completion of the project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the contractors and the architect, (v) collecting and/or otherwise resolving any and all back charge claims that the City may assert against any architect or contractor, including assistance with any legal proceedings instituted by the City and/or any architect or contractor and/or (f) representing the City at meetings and/or inspections scheduled by the City and held to resolve problems relating to design, physical condition or operation of the project to seek enforcement of warranties.

Phase 6 – Warranty Assistance
If authorized by City in writing, the selected engineering firms shall provide warranty phase services generally consisting of assistance to the City in having project malfunctions or deficiencies corrected.

3. **Budget and Distribution of Work:**

It is anticipated that the City will select one (1) firm. As the projects are determined, the City will negotiate with the firm to develop a scope of work and budget on a project by project basis.

This rotation list will be effective for a period of two (2) years from the date of City Council approval, unless otherwise determined by the City Engineer or Management or City Council. Contracts will be issued on an annual basis or as determined by the project

requirement or need. An extension of one (1) year will be allowed based on the approval of City Council.

A Task Order system will be executed with each firm upon approval from City Council.

Project assignments will be based on the rankings determined from the qualification-based selection process. The first project will be given to the highest-ranking firm. Subsequent projects will be offered to the next firm in order of their ranking. A firm may accept or pass on the project being offered. If a firm passes, the project is then offered to the next firm in line. The City may, however, select a firm that is felt to be the most qualified for a specific project or most able to meet a project's schedule objectives. Additionally, the City will make every effort to balance the workload amongst the different firms.

Project-specific schedules will be agreed upon at the time professional services are defined.

If a rotation list firm ceases practice during the contract period, or should the City elect to terminate its agreement with one of the firms, any future work will be distributed to the remaining firms on the list.

4. <u>Subconsultant Opportunities:</u>

The City will not require a list of subconsultants. At the time the rotation list is utilized for a specific project, it is understood the rotation list firm will organize a team, if necessary, to meet the needs of the specific project. Subconsultant opportunities may include, but not be limited to, environmental consulting, geotechnical and/or soils, surveying, electrical engineering, structural engineering, mechanical engineering, instrumentation, traffic control design and traffic impact studies, landscape architecture, architectural design, computer-aided design and drafting (CADD) services, copying services, scheduling, land use studies and cost estimating. The maximum recommended amount of subconsultant work per project shall be 25%. The City may waive this requirement depending on the project.

The City expects any rotation list firms or subconsultants performing geotechnical and/or soils laboratory services to be accredited by either the American Association of Laboratory Accreditation (A2LA) or the American Association of State Highway and Transportation Officials (AASHTO) in soils and/or geotechnical testing. The City may require evidence of such accreditation prior to issuing a project assignment involving these laboratory services.

Attachment B

Fee Schedule

WSB Rate Schedule

	Billing Rate/Hour
ASSOCIATE | SR. ASSOCIATE | PRINCIPAL | SR. PRINCIPAL	$219 - $303
SR. PROJECT ENGINEER | SR. PROJECT MANAGER	$219 - $274
PROJECT MANAGER	$193 - $215
GRADUATE ENGINEER | PROJECT ENGINEER	$130 - $214
PROJECT MANAGER ASSISTANT	$106 - $174
ENGINEERING TECHNICIAN | ENGINEERING SPECIALIST	$86 - $205
LANDSCAPE ARCHITECT | SR. LANDSCAPE ARCHITECT	$123 - $285
ENVIRONMENTAL SCIENTIST | SR. ENVIRONMENTAL SCIENTIST	$99 - $195
PLANNER | SR. PLANNER	$108 - $203
GIS SPECIALIST | SR. GIS SPECIALIST	$97 - $203
CONSTRUCTION OBSERVER	$131 - $170
SURVEY	
Survey Office Technician	$153 - $184
Drone Pilot	$221
One-Person Crew	$213
Two-Person Crew	$285
OFFICE TECHNICIAN	$76 - $159

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WSB LLC 701 Xenia Avenue South Ste. 300 Minneapolis MN 55416	INSURER A : XL Specialty Insurance Co.	37885
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 WSB LLC 1 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5048636	10/01/2025	10/01/2026	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: Owner's Representative Master Services Agreement

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

City of Hutto
500 W. Live Oak Street
Hutto TX 78634

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa M. Anderson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** CAST@marshmma.com
INSURED WSBLLC0-01 WSB LLC 701 Xenia Ave So., Suite 300 Minneapolis, MN 55416	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** NATIONAL UNION FIRE INSURANCE — 19445 **INSURER B :** ZURICH AMERICAN INSURANCE COMP — 16535 **INSURER C :** Twin City Fire Insurance Compa — 29459 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1230999789 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5425678	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 100,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4693553	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 25,000			41HV6BP2SZ9	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC066656880 WC066656900	3/1/2026 3/1/2026	3/1/2027 3/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Inland Marine			CPP696163602	3/1/2026	3/1/2027	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Owner's Representative Master Services Agreement.

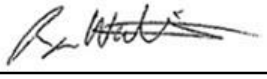
CERTIFICATE HOLDER

Kate Moriarty - City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1516604

Date Filed:
09/16/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
WSB LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Owner's Representative Service
Owner's Representative Master Services Agreement FY 26/27 and 27/28

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Weiss, Bret	Minneapolis, MN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is JAMES KENNEDY, and my date of birth is [redacted].

My address is 1221 S. MoPac Expy #355, Austin, TX, 78746, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TEXAS, on the 16 day of SEPT (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Repres
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	A - Evaluation Criteria / 100 pts	A-1 - Relevant Owner's Representative Experience / 30 pts	A-2 - Project Team & Key Personnel / 25 pts
WSB LLC	91.5	91.5	27.75	22.25
Johnson, Mirmiran & Thompson, Inc. (JMT)	88.25	88.25	26.75	22.25
AGCM	79.25	79.25	21	19.75
Kitchell/CEM, Inc.	75.25	75.25	21.5	18.75
HPM	74.75	74.75	24.25	20.75

HVJ SOUTH CENTRAL TEXAS - M&J, INC.	71	71	17.5	17
Pape-Dawson Consulting Engineers, LLC	70.75	70.75	18.5	18.75
Ardurra Group, Inc.	69.25	69.25	19.5	16
Broaddus & Associates	67	67	22.5	13.75
Syncra, LLC	66.25	66.25	19.75	16
Moreno Cardenas Inc.	65.75	65.75	17.5	14.75
FDCS	64	64	19.5	14.75
Foster CM Group, Inc.	60.5	60.5	16	14.5

Rider Levett Bucknall	57.5	57.5	18.25	15.25
Square One Consultants	54.5	54.5	14.5	11.25
Westwood Professional Services, Inc.	51	51	12	11.75
Cumming Management Group, Inc	50.25	50.25	15	10
Cullen Construction Management, WBE	43	43	12.25	10

entative Services

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
19.5	12.75	9.25
18	13.5	7.75
17	13.25	8.25
17	12.5	5.5
17.75	6.25	5.75

18.25	13	5.25
17.5	10.5	5.5
15	12.5	6.25
15.5	9	6.25
16.25	9.25	5
15.5	14.25	3.75
16.25	9.25	4.25
16.75	8.75	4.5

15.25	6.75	2
14	9.75	5
14.5	8	4.75
16.75	5.25	3.25
11.5	6.5	2.75

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

WSB LLC

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	67	67	22
Nick Angeli	67	67	22
David Amsler	63	63	25
Todd Meaker	58	58	20
		Average:	**22.25**
			↓
Calculated:	**63.75**	**63.75**	**22.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	30	30	30
Nick Angeli	26	26	26
David Amsler	30	30	30
Todd Meaker	25	25	25
		Average:	27.75
			↓
Calculated:	27.75	27.75	27.75

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	30	Meets or exceeds my expectations	Very good experience with WSB, very content with support provided to the team here. Good, relevant experience & municipalities listed. Cedar Park, Melissa, etc.

David Amsler	30	Meets or exceeds my expectations	Work for us currently and have done what has been asked and more so.
Nick Angeli	26	Meets or exceeds my expectations	On-call owner's rep services for multiple fast-growing Cities. Also good tenure with these relationships. Would've liked to have seen more specific examples of projects.
Todd Meaker	25	Other	lots of examples of project management. experience in Hutto.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	22	Meets or exceeds my expectations	LOTS of experience with Hutto, and consistent collaborative delivery with the team here. Including relevant experience with Belton, Buda. Would like more utility experience relevant to Hutto's size.
David Amsler	25	Meets or exceeds my expectations	Wealth of knowledge and experience.
Nick Angeli	22	Meets or exceeds my expectations	A lot of experience amongst the staff members on all kinds of projects. It does appear though that there's not a lot of facilities experience.

Todd Meaker	20	Other	strong list of professionals

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	I've seen the approach first-hand from WSB. Very responsive, detailed, and collaborative in working with staff.
David Amsler	20	Meets or exceeds my expectations	Tailored approach to our needs.
Nick Angeli	20	Meets or exceeds my expectations	WSB understands how the City of Hutto operates.
Todd Meaker	18	Other	already working with staff and aware of the challenges. sound judgement and advice so far

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	Good availability illustration
David Amsler	8	Partially meets my expectations	Only 1 staff member at 75%.
Nick Angeli	15	Meets or exceeds my expectations	Selina in particular is very available to devote time to our team and our needs.

Todd Meaker	13	Other	PM is indicated as having sufficient time the supporting staff has less time but appears available.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	10	Meets or exceeds my expectations	Relevant references
David Amsler	10	High level of detail in response	Gave positive and relevant testimonials of their work.
Nick Angeli	10	Meets or exceeds my expectations	I appreciate the references provided from three quickly growing Texas municipalities in similar positions to us - two of which are in the Austin metro. Also appreciate the testimonial provided by City of Buda.
Todd Meaker	7	Other	good references. client testimonial pushed them higher.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
20	15	10
20	15	10
20	8	10
18	13	7
19.5	**12.75**	**9.25**
↓	↓	↓
19.5	**12.75**	**9.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Johnson, Mirmiran & Thompson, Inc. (JMT)

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	61	61	21
Nick Angeli	67	67	22
David Amsler	64	64	25
Todd Meaker	54	54	21
		Average:	**22.25**
			↓
Calculated:	**61.5**	**61.5**	**22.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	30	30	30
Nick Angeli	26	26	26
David Amsler	30	30	30
Todd Meaker	21	21	21
		Average:	26.75
			↓
Calculated:	26.75	26.75	26.75

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	30	Meets or exceeds my expectations	VERY relevant local and project experience. Lots of CMAR experience. Budgets of relevant projects mirror Hutto's budget for PD facility. Experience with PW Facilities.

David Amsler	30	Meets or exceeds my expectations	Great track record and wealth of experience.
Nick Angeli	26	Meets or exceeds my expectations	Would've liked to have seen more detail on the utilities projects, and I don't think I saw any streets projects, but overall impressed with the number of owner's rep examples, including CMAR and facilities examples. A lot of Texas examples, and central Texas in particular too.
Todd Meaker	21	Other	they are primarily listing facilities, but they do have utilities listed in their relevant projects.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	21	Meets or exceeds my expectations	Well qualified team, a lot of capacity to be fully dedicated to delivery of any project.
David Amsler	25	Meets or exceeds my expectations	Strong experienced dedicated team.

Nick Angeli	22	Meets or exceeds my expectations	Project managers have some experience managing law enforcement facilities as well as other facilities. The team is overall impressive in terms of certificaitions, and they have advisors for public safety, streets, and utilities - even if I'm not seeing the utilities or streets experience I might prefer on the project managers' resumes.
Todd Meaker	21	Other	good list of qualified applicants. unclear if they are all in the Austin area but most of the projects associated with each person are local.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Hits all the requirements, very detailed summary
David Amsler	16	Strongly fits desired attribute(s)	Too focused on the facility side.
Nick Angeli	20	Strongly fits desired attribute(s)	Thorough and impressive.
Todd Meaker	16	Other	provides clear lay out of how they will management support.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Meets or exceeds my expectations	As identified under resumes, there is a good amount of availability between team members with JMT. PIC lack of availability is a bit concerning.
David Amsler	15	Meets or exceeds my expectations	Several team members dedicated to serving Hutto full time.
Nick Angeli	15	Meets or exceeds my expectations	Of course JMT having a Round Rock (and an Austin) office is great for availability, and they have a lot of personnel in various roles that would give them added capacity to assist us.
Todd Meaker	11	Other	no clear chart on availability but they are boasting a Lage staff with multiple office locations that are close , the personnel references seem to indicate time availability.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	7	Meets or exceeds my expectations	References listed have more than (1) project historically with JMT. Would have liked to see reference letters.

David Amsler	8	Strongly fits desired attribute(s)	Contacts and descriptions given.
Nick Angeli	10	Meets or exceeds my expectations	All references are municipalities that JMT has been owner's rep for, and Cedar Park in particular has selected JMT for three consecutive contracts.
Todd Meaker	6	Other	provided reference. project description and photo

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
20	13	7
20	15	10
16	15	8
16	11	6
18	**13.5**	**7.75**
↓	↓	↓
18	**13.5**	**7.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
AGCM

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	52	52	15
Nick Angeli	67	67	22
David Amsler	65	65	25
Todd Meaker	49	49	17
		Average:	**19.75**
			↓
Calculated:	**58.25**	**58.25**	**19.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	18	18	18
Nick Angeli	27	27	27
David Amsler	20	20	20
Todd Meaker	19	19	19
		Average:	21
			↓
Calculated:	21	21	21

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	18	Partially meets my expectations	Relevant experience on public facilities. Less notable on actual infrastructure improvements, but the EMS/PD facilities hold significance. Familiar with emergency responder type settings/buildings.
David Amsler	20	Strongly fits desired attribute(s)	More experienced in facilities rather than roads and CIP.
Nick Angeli	27	Meets or exceeds my expectations	Appears to have plenty of owner's rep experience for municipal facilities, including police stations, and has experience with CMAR project delivery. Page 3 mentions transportation and utility projects, but I would have liked to have seen some examples.
Todd Meaker	19	Other	strong in facilities no examples of infrastructure

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Partially fits desired attributes	16 CCMs certifications. Well qualified team, however, experience tilts towards Libraries/Fire Stations/City Halls. Not relevant to Hutto aside from the 1-2 facility projects we have on the horizon.

David Amsler	25	Meets or exceeds my expectations	Wealth of qualified and experienced staff.
Nick Angeli	22	Strongly fits desired attribute(s)	Many years of experience among the key personnel. Not a ton of certifications among the project managers specifically.
Todd Meaker	17	Other	multiple qualified managers unclear but I think good representation in Austin area and the rest in central Texas.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Partially meets my expectations	Satisfactory answer. Maybe would have anticipated more info under QA & Risk Mitigation section. More of an understanding on their "how" would be valuable.
David Amsler	20	Meets or exceeds my expectations	Strong approach.
Nick Angeli	20	Meets or exceeds my expectations	Thorough and satisfactory
Todd Meaker	15	Other	well laid out management plan

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	No concerns about capacity or responsiveness as illustrated
David Amsler	12	Strongly fits desired attribute(s)	Generic, but gave specific commitments to timelines rather than availability metrics.
Nick Angeli	15	Meets or exceeds my expectations	Satisfactory response standards and size of staff
Todd Meaker	11	Other	does not lay out representative availability but does indicate their response time and indicates a large overall staff.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Meets or exceeds my expectations	Strong recommendations from organizations that mirror Hutto. No concerns. Giving 9/10 due to project relevance.
David Amsler	8	Meets or exceeds my expectations	Strong references and descriptions given.
Nick Angeli	10	Meets or exceeds my expectations	Good references and actual letters of recommendation
Todd Meaker	6	Other	provides projects and recommendation letters for local municipalities.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
13	15	9
20	15	10
20	12	8
15	11	6
17	**13.25**	**8.25**
↓	↓	↓
17	**13.25**	**8.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Kitchell/CEM, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	52	52	16
Nick Angeli	52	52	16
David Amsler	59	59	23
Todd Meaker	52	52	20
		Average:	**18.75**
			↓
Calculated:	**53.75**	**53.75**	**18.75**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	22	22	22
Nick Angeli	18	18	18
David Amsler	25	25	25
Todd Meaker	21	21	21
		Average:	**21.5**
			↓
Calculated:	**21.5**	**21.5**	**21.5**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	22	Meets or exceeds my expectations	Some CMAR experience. Pretty comparable budget size projects. Some local experience.
David Amsler	25	Meets or exceeds my expectations	Strong detail but overly focused on facilities and public safety.

Nick Angeli	18	Partially meets my expectations	The Williamson County Justice Complex experience listed does not specify it is owner's rep experience. TSTC does, and it's appreciated that it is a Hutto project, but we won't be doing any educational facilitiy CIP projects. The Pflugerville fire station still has two years remaining on it, and the California project is in California.
Todd Meaker	21	Other	good examples of Facility projects managed by Kitchell

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Partially meets my expectations	Not a lot of Justice Center/Police Department comparable size projects. Well certified team. Also strong availability between team. There's a lot of jails, and county detention facilities, but not seeing a lot of departments that capture everything for a PD.
David Amsler	23	Strongly fits desired attribute(s)	Strong team but slightly smaller than desired.

Nick Angeli	16	Other	Really appreciate Katherine's personal note and the familiarity with Hutto as a community. My concerns with the above owner's rep experience section applies here as well though.
Todd Meaker	20	Other	relevant facility project experience including local justice complex for wilco.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Meets or exceeds my expectations	Sufficient illustration of approach
David Amsler	15	High level of detail in response	Too focused with facility deliverables.
Nick Angeli	20	Meets or exceeds my expectations	"Our role is not to add another layer to the process. It is to make the process more effective."
Todd Meaker	17	Other	thought out plan for management approach

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	No concerns here about availability/capacity or proximity

David Amsler	15	Meets or exceeds my expectations	Large team 100% dedicated for Hutto.
Nick Angeli	10	Other	I understand Katherine would be our primary contact, and she is local and has 75% availability which is appreciated, but I would wonder if the justice projects executive director's limited availability could pose an issue with the seemingly limited experience Katherine has with large public safety facilities.
Todd Meaker	10	Other	provided chart for of availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Partially meets my expectations	One local, more relevant example. Would be interested in letters.
David Amsler	6	Partially meets my expectations	Only contacts given.
Nick Angeli	6	Partially meets my expectations	As of today, we still have a separate ESD, we won't be building any courthouses, and the Wilco justice center is still early stages.

Todd Meaker	5	Other	references were provided

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	15	5
20	10	6
15	15	6
17	10	5
17	**12.5**	**5.5**
↓	↓	↓
17	**12.5**	**5.5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
HPM

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	50	50	23
Nick Angeli	47	47	15
David Amsler	54	54	25
Todd Meaker	51	51	20
		Average:	**20.75**
			↓
Calculated:	**50.5**	**50.5**	**20.75**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	24	24	24
Nick Angeli	22	22	22
David Amsler	30	30	30
Todd Meaker	21	21	21
		Average:	**24.25**
			↓
Calculated:	**24.25**	**24.25**	**24.25**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	24	Meets or exceeds my expectations	More comparatively sized cities, wide range of projects. Inclusion of Fleet facility. Would like to see more PD facility experience here. Good experience with CMAR.

David Amsler	30	Meets or exceeds my expectations	Wealth of experience and proven track record.
Nick Angeli	22	Other	I appreciate the experience with CMAR project delivery and the public safety facilities. It would've been better if there were some Central Texas examples. Also, some of these say owner's rep services, but some do not, and some even say subconsultant.
Todd Meaker	21	Other	good representation for facilities

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	23	Meets or exceeds my expectations	Good range of public safety experience here, along with PW facilities.
David Amsler	25	Meets or exceeds my expectations	Strong experienced team.
Nick Angeli	15	Partially meets my expectations	One of the three project managers doesn't have any experience listed that is similar to what we'll be needing and the other two list experience a little narrow in scope.
Todd Meaker	20	Other	long list of qualified professionals

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Meets or exceeds my expectations	Very detailed. Only thing that would have made this a full 20/20 is a description on the "how"
David Amsler	15	Strongly fits desired attribute(s)	Focused on facilities rather than CIP but a strong approach to projects overall.
Nick Angeli	20	Meets or exceeds my expectations	No issues here.
Todd Meaker	18	Other	standard but I like their claim to serve the interest of the owner

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	4	Doesn't meet my expectations	Pretty uninformed part of the response here. Would prefer to see it broken out by person to understand their workloads and have confidence in timely responses, etc.
David Amsler	8	Partially meets my expectations	Generic answer given.
Nick Angeli	5	Other	Many projects on their current workload but only one item listed is a Texas municipality?

Todd Meaker	8	Other	they state that they have the people to move around to support our needs but provided no way for me to analyze that.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Partially meets my expectations	Relevant municipalities listed as references. Always prefer when it's a written reference to confirm IF delivery was on-time/on-budget and if not, what that rationale was.
David Amsler	6	Mostly complete response	Contacts only given.
Nick Angeli	7	Other	Not very much variety in references and all DFW.
Todd Meaker	5	Other	references were provided.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
18	4	5
20	5	7
15	8	6
18	8	5
17.75	**6.25**	**5.75**
↓	↓	↓
17.75	**6.25**	**5.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
HVJ SOUTH CENTRAL TEXAS - M&J, INC.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	55	55	18
Nick Angeli	35	35	5
David Amsler	68	68	25
Todd Meaker	56	56	20
		Average:	**17**
			↓
Calculated:	**53.5**	**53.5**	**17**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	18	18	18
Nick Angeli	5	5	5
David Amsler	28	28	28
Todd Meaker	19	19	19
		Average:	**17.5**
			↓
Calculated:	**17.5**	**17.5**	**17.5**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	18	Partially meets my expectations	Some relevant project experience that could be a good fit for the CWWTP Bypass. one of the references was for design and construction support, not necessarily project management of.
David Amsler	28	Strongly fits desired attribute(s)	They were able to provide specific examples and explain how they would respond, demonstrating how that experience would translate to this role.
Nick Angeli	5	Doesn't meet my expectations	Some of these examples are just materials testing or geotech. I'm not seeing examples of them being an owner's rep. Also none of these are facilities related.
Todd Meaker	19	Other	examples showed primarily management of roads, laydown yard and Geotech portion / testing.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Meets or exceeds my expectations	LOTS of Hutto experience, lots of similar municipality experience for horizontal CIP. Good, relevant experience. May be some areas they fit into upcoming CIP delivery, for parts* of projects.

David Amsler	25	Meets or exceeds my expectations	They have a wealth of experience on their team.
Nick Angeli	5	Doesn't meet my expectations	Some owner's rep experience but not nearly what I would've liked to have seen.
Todd Meaker	20	Other	experience in water wastewater roads and Geotechnical no clear examples of facilities

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Meets or exceeds my expectations	I really liked that they took the time to reference our CIP and what's active in Hutto. Identification of Risk on Cottonwood/CR199 is a good observation. Really liked this format but still would have appreciated learning more about the HOW.
David Amsler	20	Meets or exceeds my expectations	This area I was most impressed with.
Nick Angeli	20	Meets or exceeds my expectations	Appreciate the application to actual CIP projects of ours.
Todd Meaker	17	Other	very busy description last section did break down their roles.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	Good, flexibility capacity across the team. Less worried about geotech and materials capacity since those would likely be direct through a rotation list with Hutto.
David Amsler	15	Meets or exceeds my expectations	2 staff members provided 75% or more to support Hutto.
Nick Angeli	10	Other	I like the format that the team's availabliity is illustrated in. I do have concerns though that the main client manager is water/wastewater focused, and that the only other project manager with over 50% availability is specifically pavement focused.
Todd Meaker	13	Other	chart indicates they have availability for assistance in managing projects.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	7	Meets or exceeds my expectations	Good, detailed references. Pflugerville example is the most relevant, Kyle is too we just likely* won't use an OR for delivery of something like this.

David Amsler	8	Well-supported claim(s)	They provided direct pervious experience that would translate well here.
Nick Angeli	0	Other	I appreciate the added detail to these references rather than just listing names and phone numbers, but these projects that references are listed for are not owner's rep examples.
Todd Meaker	6	Other	good reviews but all focused-on material testing

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	14	7
20	10	0
20	15	8
17	13	6
18.25	**13**	**5.25**
↓	↓	↓
18.25	**13**	**5.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
Pape-Dawson Consulting Engineers, LLC

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	46	46	16
Nick Angeli	51	51	17
David Amsler	64	64	25
Todd Meaker	48	48	17
		Average:	**18.75**
			↓
Calculated:	**52.25**	**52.25**	**18.75**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	16	16	16
Nick Angeli	8	8	8
David Amsler	28	28	28
Todd Meaker	22	22	22
		Average:	**18.5**
			↓
Calculated:	**18.5**	**18.5**	**18.5**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	16	Partially meets my expectations	Referenced experience limited to major park and road projects. No upcoming major park projects for Hutto, and we aren't anticipating need for road project support. Would like more utility experience here.
David Amsler	28	Meets or exceeds my expectations	Wealth of relevant experience listed.
Nick Angeli	8	Doesn't meet my expectations	For Lakeway, projects are parks-related which is not a Hutto priority. For Liberty Hill, City Engineer services are being provided as we currently have with a separate firm, and outside of that services appear to be water supply planning and regional coordination - things we are not looking for. Under "representative experience," it appears that the work you did for City of Sherman could be relevant, but those projects are just utilities-related.
Todd Meaker	22	Other	very good infrastructure examples.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	16	Partially meets my expectations	City Engineer experience for PM, like that. Spine Rd experience with Hutto. Again, lots of road and park experience - and there are no major road projects at least for the next year or 2, perhaps CR199.
David Amsler	25	Meets or exceeds my expectations	Large team with diverse backgrounds available to support Hutto.
Nick Angeli	17	Other	I like that Jennifer has experience as a City Engineer in Williamson County, and that Ryan has experience with projects in Hutto and a lot of previous experience working as a City Engineer/Administrator. I would like to see more relevant experience though to what we are looking for under the personnel's background.
Todd Meaker	17	Other	strong line up of qualified personnel

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Meets or exceeds my expectations	Very detailed and informative.

David Amsler	20	Meets or exceeds my expectations	Strong tailored approach.
Nick Angeli	16	Meets or exceeds my expectations	No big issues here.
Todd Meaker	16	Other	standard philosophy for owners representation

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	8	Partially meets my expectations	Varied availability, decent
David Amsler	13	Meets or exceeds my expectations	No one at 75% or above however large team supporting Hutto.
Nick Angeli	11	Other	Most personnel is less than 50% available, but Jennifer has 60%, which is decent.
Todd Meaker	10	Other	availability chart indicates their ability to support mor projects

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	4	Partially meets my expectations	Would like the references to be more relevant to Hutto

David Amsler	6	Partially meets my expectations	Contacts only given.
Nick Angeli	7	Other	Two of the three aren't remarkably relevant entities to the City of Hutto but good to see another Williamson County city.
Todd Meaker	5	Other	provided references

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
18	8	4
16	11	7
20	13	6
16	10	5
17.5	**10.5**	**5.5**
↓	↓	↓
17.5	**10.5**	**5.5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Ardurra Group, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	42	42	12
Nick Angeli	40	40	10
David Amsler	67	67	25
Todd Meaker	50	50	17
		Average:	**16**
			↓
Calculated:	**49.75**	**49.75**	**16**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	19	19	19
Nick Angeli	10	10	10
David Amsler	25	25	25
Todd Meaker	24	24	24
		Average:	19.5
			↓
Calculated:	19.5	19.5	19.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	19	Partially fits desired attributes	Good experience with WW, and significant parks experience. Just the one project they referenced from Houston is a major project.

David Amsler	25	Meets or exceeds my expectations	Relevant experience.
Nick Angeli	10	Partially fits desired attributes	Some of the examples provided for experience appear to simply be projects where the firm served as design consultant, and one of the only owner's rep examples was when they implemented AMI. And there are no facilities projects shown.
Todd Meaker	24	Other	very experienced in water and wastewater treatment plants this would include infrastructure as well as facilities.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	12	Partially fits desired attributes	Primary PM doesn't seemingly have relevant experience tied to what we're looking to kick-off in the next 2 FYs. A lot of studies and plans. Not seeing much WWTP construction, such as our upcoming bypass project. More complex than a LS.
David Amsler	25	Meets or exceeds my expectations	Large amount of qualified staff who would be serving Hutto.

Nick Angeli	10	Other	Mistakes within this section: spelled San Marcos incorrectly, one person's experience shows a "years w/ firm" that is higher than their total years of experience, and someone's availability is 500%. Also why are there 25 staff members listed? We surely won't interact with most of them.
Todd Meaker	17	Other	large firm with resumes ranging through Civil, transportation, electrical and structural Engineers.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	Nothing terribly special here, meets expectations
David Amsler	20	Meets or exceeds my expectations	Strong approach.
Nick Angeli	10	Partially fits desired attributes	We are not looking for CIP program consulting or prioritization of projects. On page 42, they misspell "Ardurra" in a section heading.
Todd Meaker	16	Other	detailed plan

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	10	Meets or exceeds my expectations	Meets expectations
David Amsler	14	Meets or exceeds my expectations	No one person at 75% however a significant amount of staff serving Hutto at a large %.
Nick Angeli	15	Meets or exceeds my expectations	Satisfactory
Todd Meaker	11	Other	Large company with a lot of employee recourses. boasting 40% to 50% capacity.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially fits desired attributes	Great projects, but not very relevant to what we have upcoming for 2 yrs that we would have an OR on, which is really just Central Bypass. Potential interceptor relevance for FY29
David Amsler	8	Strongly fits desired attribute(s)	Had more than contact names, but just descriptions.
Nick Angeli	5	Partially fits desired attributes	No letters of recommendation or other methods of demonstrating client satisfaction.
Todd Meaker	6	Other	provided project description wit contact information for reference.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
14	10	6
10	15	5
20	14	8
16	11	6
15	**12.5**	**6.25**
↓	↓	↓
15	**12.5**	**6.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Broaddus & Associates

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	47	47	16
Nick Angeli	31	31	5
David Amsler	54	54	18
Todd Meaker	46	46	16
		Average:	**13.75**
			↓
Calculated:	**44.5**	**44.5**	**13.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	20	20	20
Nick Angeli	18	18	18
David Amsler	30	30	30
Todd Meaker	22	22	22
		Average:	22.5
			↓
Calculated:	22.5	22.5	22.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Good Justice Center/PD experience. Also looking for PW Facility experience - absent here.
David Amsler	30	Meets or exceeds my expectations	Wide mix of different portfolios managed.

Nick Angeli	18	Partially meets my expectations	Some relevant experience here, but it seems like several of these examples are managing the development of a CIP, or being construction managers, or participating in site test fits. I don't see many examples of start-to-finish owner's rep experience.
Todd Meaker	22	Other	provided multiple examples of Owners representative services for facilities.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Partially meets my expectations	More facility experience holistically across the team
David Amsler	18	Well-supported claim(s)	Overall staffing answer rather specific individuals, and experience.
Nick Angeli	5	Poor level of detail in response	No details offered for any of the individual personnel.
Todd Meaker	16	Other	Resumes indicate experience and certifications

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	16	Meets or exceeds my expectations	Very comprehensive approach.
David Amsler	18	Strongly fits desired attribute(s)	Strong approach but not tailored to our current needs.
Nick Angeli	12	Partially meets my expectations	Not specific enough.
Todd Meaker	16	Other	Well laid out best practices

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Partially meets my expectations	This section doesn't speak to specific people supporting Hutto or areas of support, i.e. design or construction.
David Amsler	10	Strongly fits desired attribute(s)	Generic answer rather than a breakdown for Hutto.
Nick Angeli	8	Partially meets my expectations	No availability outlined for specific team members.
Todd Meaker	9	Other	They strongly suggest their availability and ability but are not very clear on the availability. best I see is routine requests are addressed in 1 buidiness day and staff is available on short notice.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially meets my expectations	Reference #3 isn't relevant to what we're looking for
David Amsler	8	Strongly fits desired attribute(s)	Contacts and description given.
Nick Angeli	6	Partially meets my expectations	References have medium relevance.
Todd Meaker	5	Other	provides project information and contact information.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	9	6
12	8	6
18	10	8
16	9	5
15.5	**9**	**6.25**
↓	↓	↓
15.5	**9**	**6.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Syncra, LLC

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	35	35	9
Nick Angeli	49	49	15
David Amsler	59	59	25
Todd Meaker	43	43	15
		Average:	**16**
			↓
Calculated:	**46.5**	**46.5**	**16**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	20	20	20
Nick Angeli	15	15	15
David Amsler	25	25	25
Todd Meaker	19	19	19
		Average:	19.75
			↓
Calculated:	19.75	19.75	19.75

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Experience identified not relevant to scope/Hutto. Like the sub consultant exposure on SWWTP with Hutto as construction support. Could be relevant on CWWTP Bypass.

David Amsler	25	Strongly fits desired attribute(s)	Wealth of experience and track record.
Nick Angeli	15	Other	Multiple bond programs here under relevant experience. We are not looking for an owner's rep to oversee our CIP program - just specific projects. Under the Trinity River Authority office campus, it says "closest analog to municipal facility work," but Syncra was only owner's rep for the construction phase. I would've liked to see more municipal project experience.
Todd Meaker	19	Other	good facility examples.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Partially meets my expectations	A lot of ISD experience, not a lot of CIP delivery identified with municipalities. Especially pertaining to budget and scope of a justice center. Some WWTP experience here is what is giving them points.
David Amsler	25	Meets or exceeds my expectations	Strong team available to support Hutto.

Nick Angeli	15	Partially meets my expectations	Experienced team, but not much municipal experience.
Todd Meaker	15	Other	primarily facilities. Rudick is showing work at the treatment plant.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	More insight into the how* pretty broad illustration. Like the monthly project status report illustration!
David Amsler	20	Meets or exceeds my expectations	Strong approach with defined milestones and reporting given.
Nick Angeli	16	Other	Would prefer a little more detail on the approach. I do appreciate the comment that their leaders have experience running owner organizations. Not sure how I feel though about the monthly status report proposal - monthly is not very frequent.
Todd Meaker	15	Other	standard approach.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	9	Partially meets my expectations	% capacity preferred, sufficient
David Amsler	8	Partially meets my expectations	Generic answer given.
Nick Angeli	12	Other	I'm glad there is a local satellite office, but it's unclear who works there and who works in DFW. It appears that there's plenty of capacity, but I would've appreciated a breakdown of individual staff members' availabilities.
Todd Meaker	8	Other	they indicate only having a few jobs and having the ability to office with Rudick but i was unclear on their response times and availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	3	Doesn't meet my expectations	ISDs/TRA - not very relevant
David Amsler	6	Mostly complete response	Contacts only.
Nick Angeli	6	Other	No municipalities.

Todd Meaker	5	Other	they provided reference contacts.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
14	9	3
16	12	6
20	8	6
15	8	5
16.25	**9.25**	**5**
↓	↓	↓
16.25	**9.25**	**5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Moreno Cardenas Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	38	38	6
Nick Angeli	36	36	10
David Amsler	66	66	25
Todd Meaker	53	53	18
		Average:	**14.75**
			↓
Calculated:	**48.25**	**48.25**	**14.75**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	14	14	14
Nick Angeli	5	5	5
David Amsler	30	30	30
Todd Meaker	21	21	21
		Average:	17.5
			↓
Calculated:	17.5	17.5	17.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	14	Partially meets my expectations	Somewhat relevant experience listed. Outside of Austin, not much regional experience. In terms of infrastructure, not strong road experience and we're definitely in need of utility experience.
David Amsler	30	Meets or exceeds my expectations	Has a strong team that could handle our type of work and has successfully done so in the past.
Nick Angeli	5	Doesn't meet my expectations	The submission says that you do owner's rep services, but none of the examples of experience say that you provided owner's rep services. Also, I don't like that only major cities like Austin and San Antonio are listed as examples.
Todd Meaker	21	Other	examples are primarily road and drainage with alot of discusion about their other experience.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Doesn't meet my expectations	Just not what we need in terms of upcoming projects, also some regional concerns.
David Amsler	25	Meets or exceeds my expectations	Robust list of qualifications and experience.

Nick Angeli	10	Other	Not enough detail offered for key personnel, including a breakdown of relevant projects each of them has worked on.
Todd Meaker	18	Other	well-rounded civil engineering team

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	Pretty good - would have liked to see a bit more detail on keeping the contractors in line and working with them on behalf of the city
David Amsler	20	Meets or exceeds my expectations	Understood our needs and tailored responses to fit them.
Nick Angeli	10	Partially meets my expectations	Not very impressive.
Todd Meaker	17	Other	well-rounded approach to management

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	Good availability and proximity to Hutto

David Amsler	15	Meets or exceeds my expectations	Had two staff members who could dedicated over 75% of their time to us.
Nick Angeli	15	Meets or exceeds my expectations	Main project manager is local and would be nearly completely dedicated time-wise to our needs.
Todd Meaker	13	Other	plenty availability per their chart

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	3	Doesn't meet my expectations	Always prefer letters but also, none of the references are other municipalities. I suppose El Paso water works, but El Paso is a) significantly larger and b) has a unique utility system
David Amsler	6	Mostly complete response	Did not provide any information on how their references evaluated their work.
Nick Angeli	1	Doesn't meet my expectations	These references are for someone at Texas Tech University, the president of an apartment rental agency, and the head of stormwater for the City of El Paso.
Todd Meaker	5	Other	good references little detail as to what the project or satisfaction level was

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
15	14	3
10	15	1
20	15	6
17	13	5
15.5	**14.25**	**3.75**
↓	↓	↓
15.5	**14.25**	**3.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
FDCS

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	36	36	13
Nick Angeli	48	48	14
David Amsler	53	53	20
Todd Meaker	41	41	12
		Average:	**14.75**
			↓
Calculated:	**44.5**	**44.5**	**14.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	18	18	18
Nick Angeli	18	18	18
David Amsler	20	20	20
Todd Meaker	22	22	22
		Average:	19.5
			↓
Calculated:	19.5	19.5	19.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Partially meets my expectations	Lots of fire experience - may be relevant. An example of a PD center.
David Amsler	20	Strongly fits desired attribute(s)	Strong experience but focused more on facility side of their experience.

Nick Angeli	18	Partially meets my expectations	Owner's rep experience on CMAR projects is good, but these examples are limited to fire stations in DFW. Would've liked to have seen more range of projects.
Todd Meaker	22	Other	good examples of facilities project management

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Partially meets my expectations	Resume sheets don't include project specific experience to help me understand if there is more PD experience
David Amsler	20	Strongly fits desired attribute(s)	Strong team but smaller than desired.
Nick Angeli	14	Partially fits desired attributes	Is there only one project manager and he is located in McKinney? Also, if that is the only project manager, he seems very fire station-focused.
Todd Meaker	12	Other	lots of examples of work i only see 3 resumes and I am not clear on how much support they have for engineering and architect questions.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Meets or exceeds my expectations	Well put together approach
David Amsler	15	High level of detail in response	Strong approach but not tailored to Hutto needs.
Nick Angeli	20	Meets or exceeds my expectations	No issues here.
Todd Meaker	14	Other	following good best practices model.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially meets my expectations	Pretty generic illustration. Unclear as to if there is a CTX presence
David Amsler	12	Strongly fits desired attribute(s)	One team member dedicated at 100% but then only 2 other staff members to assist.
Nick Angeli	10	Other	I appreciate the mention of same-day inquiry turnaround and 24-hour on-site mobilization - as well as the senior-led project governance model - but at the end of the day everyone is located 200 miles away.
Todd Meaker	9	Other	providing 24 hour turn around. i have concerns over staffing and availability.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	1	Doesn't meet my expectations	All fire references - not relevant to Hutto at this time.
David Amsler	6	Partially meets my expectations	Only contacts given.
Nick Angeli	4	Other	These are just three fire chiefs listed. No variety or details on what those references would say.
Todd Meaker	6	Other	provided references and a testimonial to their ability.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	6	1
20	10	4
15	12	6
14	9	6
16.25	**9.25**	**4.25**
↓	↓	↓
16.25	**9.25**	**4.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Foster CM Group, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	29	29	5
Nick Angeli	44	44	10
David Amsler	53	53	22
Todd Meaker	52	52	21
		Average:	**14.5**
			↓
Calculated:	**44.5**	**44.5**	**14.5**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	3	3	3
Nick Angeli	10	10	10
David Amsler	25	25	25
Todd Meaker	26	26	26
		Average:	**16**
			↓
Calculated:	**16**	**16**	**16**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	3	Doesn't meet my expectations	Not seeing CMAR experience identified explicitly on any projects, some on the resumes under Key Personnel. Only seeing (1) public safety project identified, and for a much* larger municipality at that.
David Amsler	25	Strongly fits desired attribute(s)	Strong proven track record, however wrong cover letter.
Nick Angeli	10	Other	First off, page 1 of this submission says it is intended for City of Irving. Also, the experience mentioned is for Cities much larger than us and mentions projects that will never be relevant to us, like airports and transit systems and schools.
Todd Meaker	26	Other	presenting a full list of projects including facilities and infrastructure projects.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Doesn't meet my expectations	While well qualified, only one Project Manager listed has any public safety experience. Or experience working with municipalities our size. Not seeing much PW experience or relevance to our upcoming CIP.

David Amsler	22	Strongly fits desired attribute(s)	Strong team.
Nick Angeli	10	Partially meets my expectations	A lot of experience listed here, but little of it is on projects similar to what we are expecting, or projects for Cities of a similar size as us.
Todd Meaker	21	Other	well-rounded team of professionals

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Very detailed and explicit approach, I much prefer this style of illustrated approach.
David Amsler	10	Partially fits desired attributes	Strong approach but not tailored to Hutto to the point it was an Irving submittal.
Nick Angeli	20	Meets or exceeds my expectations	No issues.
Todd Meaker	17	Other	sound managed plan

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	3	Doesn't meet my expectations	Significant variance in availability of team members. Also, current workloads for team members, with the exception of (1), isn't managing a project that in any mirrors what Hutto would have.
David Amsler	15	Meets or exceeds my expectations	Two or more members available to Hutto, maybe Irving 100% of the time.
Nick Angeli	8	Other	That's great that the firm has 19 owner's reps, but I'm not quite sure if the six that are listed on page 29 are the ones in Central Texas and that's why they are listed and the others aren't? Also how do three of them have 10% availability, and then two of them are completely available?
Todd Meaker	9	Other	most of their staff is only 10% available unless you need facilities or utilities

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	1	Doesn't meet my expectations	No specific reference letters, similar projects in scope & budget are few and far between
David Amsler	6	Partially meets my expectations	Contacts only.

Nick Angeli	6	Partially meets my expectations	Two of the three references being San Antonio/Bexar County does not mean much since we are a much smaller entity.
Todd Meaker	5	Other	references were provided

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
20	3	1
20	8	6
10	15	6
17	9	5
16.75	**8.75**	**4.5**
↓	↓	↓
16.75	**8.75**	**4.5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Rider Levett Bucknall

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	36	36	14
Nick Angeli	21	21	4
David Amsler	58	58	25
Todd Meaker	42	42	18
		Average:	**15.25**
			↓
Calculated:	**39.25**	**39.25**	**15.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	18	18	18
Nick Angeli	6	6	6
David Amsler	30	30	30
Todd Meaker	19	19	19
		Average:	18.25
			↓
Calculated:	18.25	18.25	18.25

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Partially meets my expectations	Many projects identified are significantly larger than PD or potential PW project. Concerns about them scaling down to our degree.

David Amsler	30	Meets or exceeds my expectations	Strong wide depth of experience.
Nick Angeli	6	Doesn't meet my expectations	I don't love that the majority of the projects used as examples are out-of-state and that the only Texas example is the expansion of the Austin convention center, which is nothing like anything we will ever do in Hutto.
Todd Meaker	19	Other	owners rep on some facilities and support on a treatment plant

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Partially meets my expectations	A lot of private experience. What public experience is captured here, are major projects in Austin or other large cities (Houston, Phoenix)
David Amsler	25	Meets or exceeds my expectations	Strong experienced team.
Nick Angeli	4	Doesn't meet my expectations	Mostly private development experience listed for this personnel.
Todd Meaker	18	Other	good list of management specialists

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Partially meets my expectations	Nothing here really differentiates them from other responses. Somewhat abbreviated.
David Amsler	18	Strongly fits desired attribute(s)	Strong approach and understating of our needs.
Nick Angeli	15	Other	Would've appreciated more detail here but no big issue.
Todd Meaker	15	Other	good approach to management

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Mostly complete response	Prefer to have the capacity % illustration captured here.
David Amsler	10	Strongly fits desired attribute(s)	Too generic of an answer.
Nick Angeli	2	Doesn't meet my expectations	It's not clear to me which staff members are local and which are not, and this capacity & availability page does not list out the availability of specific team members, or any specifics on current workload.

Todd Meaker	9	Other	they boast a large national organization but provided no way for me to gauge availability.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	3	Doesn't meet my expectations	Unsure as to how to review references in Bonfire, they should have been submitted with SOQ.
David Amsler	5	Partially fits desired attributes	Did not see the references myself but claimed to have submit via bonfire, score adjustment here may be needed.
Nick Angeli	0	Incomplete response	References not included in packet.
Todd Meaker	0	Other	there is no information here for me to review.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
13	6	3
15	2	0
18	10	5
15	9	0
15.25	**6.75**	**2**
↓	↓	↓
15.25	**6.75**	**2**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
Square One Consultants

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	25	25	5
Nick Angeli	46	46	10
David Amsler	45	45	15
Todd Meaker	44	44	15
		Average:	**11.25**
			↓
Calculated:	**40**	**40**	**11.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	8	8	8
Nick Angeli	15	15	15
David Amsler	15	15	15
Todd Meaker	20	20	20
		Average:	14.5
			↓
Calculated:	14.5	14.5	14.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	8	Doesn't meet my expectations	Cedar Park, Lakeway, relevant exp. The projects referenced though aren't even in the ballpark of our Justice Center.

David Amsler	15	Partially meets my expectations	Focused in facilities and trails rather than roads and water.
Nick Angeli	15	Partially meets my expectations	Some major facilities experience here, but not all of it is particularly relevant to the kinds of facilities we would be building here at the City of Hutto.
Todd Meaker	20	Other	variety of example of facilities. all local to the Austin area.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Doesn't meet my expectations	No relevant municipal project exp that mirrors our JC scope and size. Outside of RR fire stations.
David Amsler	15	Partially meets my expectations	Not as large as desired for our needs.
Nick Angeli	10	Other	Not very many municipal projects listed under these staff members' experience.
Todd Meaker	15	Other	Very lean list of resumes. having to read further to know they are owned By Raba Kistner and have access to 41 PM's

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	10	Partially meets my expectations	Mostly satisfactory response
David Amsler	15	Strongly fits desired attribute(s)	Good approach but not tailored to Hutto
Nick Angeli	16	Meets or exceeds my expectations	No significant issues here.
Todd Meaker	15	Other	very detail proposal

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	8	Partially meets my expectations	% illustration always preferred.
David Amsler	9	Partially meets my expectations	Generic answers given
Nick Angeli	13	Meets or exceeds my expectations	Appreciate that most of the project managers are local and that this proposal outlines response times. Would have preferred availability outlined for specific team members, as well as what the current workload looks like.
Todd Meaker	9	Other	they have 35% availability with availability to add 3-5 projects.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	2	Doesn't meet my expectations	Not relevant references
David Amsler	6	Partially meets my expectations	Only contacts given.
Nick Angeli	7	Other	Would like more detail here on what all Square One has done for these entities.
Todd Meaker	5	Other	3 good contacts for references but no supporting documents.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
10	8	2
16	13	7
15	9	6
15	9	5
14	**9.75**	**5**
↓	↓	↓
14	**9.75**	**5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Westwood Professional Services, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	14	14	0
Nick Angeli	30	30	5
David Amsler	64	64	25
Todd Meaker	48	48	17
		Average:	**11.75**
			↓
Calculated:	**39**	**39**	**11.75**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	0	0	0
Nick Angeli	8	8	8
David Amsler	20	20	20
Todd Meaker	20	20	20
		Average:	**12**
			↓
Calculated:	**12**	**12**	**12**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Just not relevant experience?
David Amsler	20	Strongly fits desired attribute(s)	Facility focused rather than CIP.

Nick Angeli	8	Doesn't meet my expectations	CMAR delivery facility experience, but none of these examples are municipal projects. They all appear to be educational facilities or healthcare facilities.
Todd Meaker	20	Other	good examples but none of them are local. all were in Dallas and all were facilities.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Not relevant experience
David Amsler	25	Meets or exceeds my expectations	Has a strong team that could handle our type of work and has successfully done so in the past.
Nick Angeli	5	Doesn't meet my expectations	Not satisfied with the relevant experience of the specified personnel.
Todd Meaker	17	Other	staff resumes look good for facilities

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	7	Partially meets my expectations	Sufficient

David Amsler	18	Strongly fits desired attribute(s)	Strong approach.
Nick Angeli	18	Meets or exceeds my expectations	Appreciate the mention of project management software knowledge.
Todd Meaker	15	Other	methodology for their approach seems sound.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially meets my expectations	Prefer % availability illustrations
David Amsler	15	Meets or exceeds my expectations	Timeline commitments and 2 people dedicated to Hutto 100% of the time.
Nick Angeli	0	Doesn't meet my expectations	None of the listed personnel are in Central Texas and most of them say 25% availability.
Todd Meaker	11	Other	large staff is offering mostly 25% availability assigned project Manager is showing 100% availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	1	Doesn't meet my expectations	(1) somewhat local municipality referenced. Respective project though wasn't relevant to Hutto

David Amsler	6	Partially meets my expectations	Only contacts provided.
Nick Angeli	7	Other	Two of the three references are municipalities, but it's not specified here what the projects performed for these entities were.
Todd Meaker	5	Other	good example with no reference documentation.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
7	6	1
18	0	7
18	15	6
15	11	5
14.5	**8**	**4.75**
↓	↓	↓
14.5	**8**	**4.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Cumming Management Group, Inc

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	12	12	0
Nick Angeli	30	30	5
David Amsler	53	53	20
Todd Meaker	46	46	15
		Average:	**10**
			↓
Calculated:	**35.25**	**35.25**	**10**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	0	0	0
Nick Angeli	20	20	20
David Amsler	20	20	20
Todd Meaker	20	20	20
		Average:	15
			↓
Calculated:	15	15	15

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Awesome experience, but not relevant to anything upcoming for Hutto
David Amsler	20	Strongly fits desired attribute(s)	Facility focused.

Nick Angeli	20	Other	Has some experience with CMAR projects and some municipal facilities experience but none of the examples are in the Austin metro, and parking garages, arts facilities, and educational facilities are not on our horizon.
Todd Meaker	20	Other	relevant facilities management experience

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Qualified team but again, little to no relevant experience for municipal projects OR PD/PW Facilities
David Amsler	20	Strongly fits desired attribute(s)	Strong team but not as large as desired.
Nick Angeli	5	Doesn't meet my expectations	The listed personnel provide experience with clinics and hotels and office buildings, but very few municipal capital projects
Todd Meaker	15	Other	Large company with a lot of recourses not as impressed with the resumes for the team assigned to us.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	12	Partially meets my expectations	Good CMAR experience. Decent detail explanation for approach.
David Amsler	20	Meets or exceeds my expectations	Strong approach.
Nick Angeli	20	Meets or exceeds my expectations	No issues here.
Todd Meaker	15	Other	referenced approach is relevant for owners Representative

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Regional support is mentioned but they aren't close to Hutto and don't have a presence in Austin-area.
David Amsler	6	Partially meets my expectations	Generic answer and not tailored.
Nick Angeli	5	Partially fits desired attributes	No specific outline of expectations that would be appropriate for how long certain things should receive responses etc. Also, the nearest office is Waco, which is not local.

Todd Meaker	10	Other	blanket statement about their large staff and availability to respond within 24 hours

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Not aligned with Hutto needs
David Amsler	7	Strongly fits desired attribute(s)	Gave details but limited.
Nick Angeli	0	Doesn't meet my expectations	Two of the three references are from City of Waco and one of them is from a hospital director. Also, there's typos in here.
Todd Meaker	6	Other	provided contact info and description of projects.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
12	0	0
20	5	0
20	6	7
15	10	6
16.75	**5.25**	**3.25**
↓	↓	↓
16.75	**5.25**	**3.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
Cullen Construction Management, WBE

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	19	19	5
Nick Angeli	15	15	0
David Amsler	46	46	20
Todd Meaker	43	43	15
		Average:	**10**
			↓
Calculated:	**30.75**	**30.75**	**10**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	0	0	0
Nick Angeli	5	5	5
David Amsler	25	25	25
Todd Meaker	19	19	19
		Average:	12.25
			↓
Calculated:	12.25	12.25	12.25

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Experience doesn't align with Hutto needs
David Amsler	25	Strongly fits desired attribute(s)	Has a strong team that could handle this type of work and has done so successfully in the past.

Nick Angeli	5	Doesn't meet my expectations	Austin Convention Center is nothing like anything we will construct. An entertainment district in Illinois is not relevant either. Neither are residential or educational facilities.
Todd Meaker	19	Other	relevant management experience but primarily buildings not infrastructure examples.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Doesn't meet my expectations	Experience captured above isn't relevant to Hutto's upcoming needs
David Amsler	20	Strongly fits desired attribute(s)	Strong overall team.
Nick Angeli	0	Doesn't meet my expectations	No relevant experience.
Todd Meaker	15	Other	not demonstrating a lot of public infrastructure examples.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Mostly complete response	Strong CMAR experience. General project approach thoguh that doesn't set them apart from another.

David Amsler	12	Partially meets my expectations	Has the experience but did not tailor their approach to how they would serve Hutto or demonstrate an understanding of our specific needs.
Nick Angeli	10	Partially meets my expectations	Not enough detail.
Todd Meaker	15	Other	shows diversity in how they could help represent the City

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Medium level of detail in response	While I appreciate brevity, there's no illustration of capacity and what that looks like
David Amsler	8	Partially meets my expectations	They gave a generic answer.
Nick Angeli	5	Partially meets my expectations	The vast majority of their staff is not local.
Todd Meaker	8	Other	3 people in the area to draw from. not clear on their availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	0	Doesn't meet my expectations	Not relevant
David Amsler	6	Partially meets my expectations	Had them but not in depth what they would or did say.
Nick Angeli	0	Doesn't meet my expectations	Only one of these references is municipal and they are in Illinois.
Todd Meaker	5	Other	all facilities no real infrastructure examples.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
9	5	0
10	5	0
12	8	6
15	8	5
11.5	**6.5**	**2.75**
↓	↓	↓
11.5	**6.5**	**2.75**

AGENDA ITEM REPORT
10.4.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-194 approving a Master Services Agreement with AG|CM, Inc., for Owner's Representative services and authorizing the City Manager to execute the agreement and individual project orders, additional services agreements, and change orders in amounts less than $50,000. (Kate Moriarty)
Meeting:	Thursday, October 1, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

The City issued a solicitation for qualified firms to provide Owner's Representative services in support of the City's Capital Improvement Program and other assigned projects. A total of eighteen (18) firms submitted qualifications for consideration.

Following evaluation of the submissions, the three highest-scoring firms were:

- WSB, LLC
- Johnson, Mirmiran & Thompson, Inc. (JMT)
- AG|CM, Inc.

Staff recommends establishing Master Services Agreements (MSAs) with each of the three highest-scoring firms. Establishing multiple MSAs will provide the City with flexibility to assign Owner's Representative services based on project needs, firm qualifications and expertise, availability, and workload.

Approval of an MSA does not guarantee any minimum amount of work or compensation to a firm. Services will be authorized on a project-by-project basis through individual project orders or other applicable authorizations under the MSA.

Schedule of Events

Event	Deadline
Solicitation Issuance	8/3/2026
Pre-Submittal Conference	8/12/2026
Deadline for Question Submittal	8/19/2026

AGENDA ITEM REPORT
10.4.

Submission Deadline	8/26/2026
Notice of Intent to Award	~~8/31/2026~~ **9/15/2026**
Tentative Award Date	~~9/17/2026~~ **10/1/2026**

The establishment of Owner's Representative MSAs also supports the City's Strategic Plan initiative 1A – Capital Improvement Program (CIP) Milestone Oversight, including establishing defined project milestones from design through completion and implementing centralized project tracking to improve monitoring of project timelines, progress, and accountability. Owner's Representative services provide additional project management capacity and oversight to support consistent delivery of the City's capital program.

STAFF RECOMMENDATION:

Approve as presented.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. 2026.9.18_OR_MSA_RES DRAFT
2. MSA - AGCM (Signed)
3. NOIA - AGCM (1)
4. COI_AGCM
5. AGCM_1295_Redacted
6. OR - Scoring Summary

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MASTER SERVICES AGREEMENT WITH AG|CM, INC. FOR OWNERS REPRESENTATIVE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER SERVICE AGREEMENT AND INDIVIDUAL PROJECT ORDERS, ADDITIONAL SERVICES AGREEMENTS, OR CHANGE ORDERS IN AN AMOUNT LESS THAN $50,000; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, 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 solicited qualifications from qualified firms to provide Owner's Representative services for City capital improvement projects; and

WHEREAS, AG|CM, Inc. was identified as one of the highest-scoring firms through the City's evaluation and selection process; and

WHEREAS, the City Council finds that entering into a Master Services Agreement with AG|CM, Inc. will provide the City with qualified professional support for the coordination and delivery of capital improvement projects.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the master services agreement, **Attachment A,** a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Manager is hereby authorized to take all actions necessary to implement the terms and intent of this Resolution and the agreement,

including ensuring compliance with applicable City policies, procedures, and funding requirements.

SECTION 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1 of October, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

EXHIBIT "A" FORM MSA

OWNER'S REPRESENTATIVE SERVICES MASTER SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO AND AGCM, INC.

THIS OWNER'S REPRESENTATIVE SERVICES MASTER SERVICES AGREEMENT, (the "Agreement"), is executed this _____day of _____, 2026 by and between the City of Hutto, Texas (the "City") and AGCM, INC. ("the Consultant").

RECITALS

The City and AGCM, INC. desire to set forth the general terms and conditions whereby AGCM, INC., a Texas S corporation or an affiliated company thereof will be engaged to provide professional consulting services on one or more City of Hutto constructions projects with respect to each engagement (the "Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of AGCM, INC. the IPO shall incorporate the terms and conditions of this Agreement as if the affiliated company were a Party to this Agreement. As used herein, "Consultant" shall refer to AGCM, INC. or an affiliated company executing an IPO. Consultant shall provide a list of affiliated companies to the City and keep that list current through the life of this Agreement, including any extension hereof.

AGREEMENT

(1) Scope of Services and Additional Services Agreement.

The undertaking of the Consultant to perform professional services under this Agreement extends only to the services and costs set forth in Attachment "A" and/or a specific IPO as to any specific Project ("the Services"). However, if requested in writing by the City and agreed in writing by the Consultant, the Consultant shall perform Additional Services not to exceed Fifty Thousand Dollars, ($50,000.00), which shall be governed by this Agreement unless otherwise agreed to in writing in an Additional Services Agreement approved by the Hutto City Council. The City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses attributable solely to a Project for Additional Services including telecommunications, in-house reproduction, postage, supplies, project-related computer time, and local mileage. Other direct expenses will be billed at 1.00-times cost (passed through without markup). All Additional Services shall be in writing and subject to 6(e). Non-Appropriation and Fiscal Funding. The City Manager or designee shall have the authority to

execute the IPO and Additional Services Agreement provided that funds are available and budgeted in Fiscal Year 2026/2027 and 2027/2028.

(2) City's Responsibilities.

In addition to other responsibilities imposed on the City elsewhere in this Agreement or imposed by law, the City shall have the following responsibilities:

a) Designate in writing a person to act as the City's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions other than changes in the scope of Services, expiration date of this Agreement, authorization of an IPO, or changes in payment terms.

b) Provide to Consultant all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

c) Assist Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

d) Furnish the following to Consultant, as required for performance of Consultant's Services (except to the extent provided otherwise in the relevant IPO):

(1) data prepared by or services of others, including without limitation borings, probings, subsurface explorations, hydrographic surveys, laboratory tests, inspection of samples, materials, and equipment;

(2) appropriate professional interpretations of all of the foregoing from a duly licensed and/or registered professional qualified to render such interpretation if licensure or registration is required by law;

(3) environmental assessments and impact statements;

(4) property, boundary, easement, right-of-way, topographic and utility surveys;

(5) property descriptions;

(6) any zoning, deed, and other land use restrictions; and

(7) other special data or consultations; all of which Consultant may use and rely upon.

e) Provide Consultant with surveys necessary to establish reference points for construction (except to the extent provided otherwise in the relevant IPO).

f) Arrange for access to and make all commercially reasonable provisions for the Consultant to enter upon public and private property as required for the Consultant to perform Services, unless acquiring an easement in or commencing any condemnation of private property would be necessary to obtain access.

g) Examine, review, and opine on, or cause be examined, reviewed, and opined on by a duly licensed and/or registered professional qualified to render such examinations, reviews, and opinions, if licensure or registration is required by law, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination, review, and opinion, and render in writing decisions pertaining thereto within a reasonable time so as not to unreasonably delay Consultant Services. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents reasonably promptly unless the delay is due to defects or omissions in the Consultant's submissions.

h) Furnish approvals and permits for all government authorities having jurisdiction and permits for all government authorities having jurisdiction over the Project to the extent the City is entitled to such approvals and permits, and such approvals and consents from others as may be necessary for the completion of the Project, if available on commercially reasonable terms.

i) Provide or cause to be provided by qualified professionals to Consultant such accounting, independent cost estimating and insurance consulting as the City may require.

j) Attend and/or facilitate the pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of or for Consultant's services, or any defect or nonconformance in any aspect of the Project, without prejudice to the Consultant's duty to notify the City's representative of such.

l) Follow appropriate City procedures to request the City to bear all costs incidental to compliance with the requirements of this paragraph.

(3) Consultant's Rights and Responsibilities

In addition to other responsibilities described in this Agreement or imposed by law, the Consultant shall have the following responsibilities:

a) Independent Contractor.

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

(1) Consultant has the right to perform services for others during the term hereof.

(2) Consultant has the sole right to control and direct the means, manner and method by which Services required by this Agreement will be performed.

(3) Consultant has the right to hire subcontractors, or to use its employees to provide the Services required by this Agreement.

(4) Consultant or its employees or subcontractors shall perform Services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

(5) Neither Consultant, its employees, nor its subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.

(6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the Services required by this Agreement.

(7) Neither Consultant, its employees, nor its subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, workers compensation, or other employee benefit plan of the City.

b) Give prompt written notice to the City's representative whenever the Consultant observes or otherwise becomes aware of any development that affects the scope, timing, or payment of or for Consultant's services, or any defect or nonconformance in any aspect of the Project, without prejudice to the City's duty to notify the Consultant of such.

(4) Period of Services.

a) This Agreement expires on the end of the sixth calendar month following final acceptance by the City of all Projects procured under this Agreement unless the Parties agree in writing before said expiration date to a different expiration date.

b) The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Projects through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended, and compensation increased, as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(5) Compensation for Services.

a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

b) The City shall pay the Consultant an amount based upon the Consultant's latest hourly rates as reported in the latest written schedule to be provided by the Consultant of employee rates by name or title who is to participate in providing Services, (the "Schedule") or unless otherwise stated in an IPO, plus an amount to cover certain actual direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00-times cost (passed through without markup). The Consultant will provide the City with a Schedule and update it with any changes.

c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question or Schedule. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall not be the liability of the City.

(6) Prompt Payment Act.

a) In accordance with Texas Government Code Chapter 2251 (the "Prompt Payment Act"), invoices shall be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt and should include the invoice number and project number. Interest will be added to accounts not paid within thirty (30) days of the City's receipt of Consultant's invoice at the rate provided for by the Prompt Payment Act beginning on the 31st day. If the City fails to make any payment that is not disputed with the above timeframe as provided for in the Prompt Payment Act, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full. Due dates and interest assessments for payment will be adjusted to conform to any relevant future amendments or supersession of the Prompt Payment Act.

b) If the City relies on payment or proceeds from a third party to pay Consultant, and City does not pay Consultant's invoice within sixty (60) days of receipt, Consultant may communicate directly with such third party to secure payment.

c) If the City disputes any charge in an invoice, the City shall notify the Consultant in writing providing the details of the dispute within twenty-one (21) days of receipt of the invoice. If the City disputes a portion of the invoice, payment for the undisputed portion shall be due in accordance with paragraph 6(a).

d) If the Consultant initiates legal proceedings to collect payment to the prevailing Party may recover its actual and reasonable attorneys' fees, experts' fees, and court costs.

e) Non-appropriation and Fiscal Funding.

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Consultant a written notice of termination at the end of its then current fiscal year.

(7) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant in rendering Services, (the "Documents") are related exclusively to the Services described in this Agreement. The Documents are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Documents not containing an electronic seal are provided for the convenience of the City, and use of the Documents is at the City's sole risk. In the case of any defects in the Documents or any discrepancies between the Documents and the hardcopy of the Documents prepared by the Consultant, the hardcopy of the Documents shall govern. Data stored in electronic media format may deteriorate or may be modified without the Consultant's authorization. The City has sixty (60) days from the date of receipt of the Document to perform acceptance tests.

(8) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services

furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications of Consultant and represent Consultant's reasonable judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by the Consultant. The City may employ an independent cost estimator to determine estimated costs.

(9) Termination.

a) The obligation to provide further services under this Agreement may be terminated for convenience or for default by either Party upon seven (7) calendar days' written notice.

b) If Consultant defaults in performance of this Agreement and if the City terminates this Agreement for such default, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other relevant factors will affect the value to the City of the work performed at the time of default.

c) Consultant shall not be entitled to any consequential damages nor lost or anticipated profits for work when an Agreement is terminated hereunder.

(10) Insurance.

a) The Consultant at Consultant's sole cost shall provide Workers' Compensation insurance as required by law, professional liability insurance, and general liability insurance in the amount of One-Million Dollars, ($1,000,000.00). If the City directs the Consultant to obtain increased insurance coverage, the Consultant shall obtain such additional insurance if available at the City's expense as agreed to in an Additional Services Agreement or IPO.

b) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance on an occurrence basis with no burn-off in the minimum amount of one million dollars ($1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within five (5) business days of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer, and the policy will require the insurance company to give the same notice to the City.

c) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's

own expense, the same stipulated minimum insurance required in this Agreement for the Consultant.

d) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance. City shall also be entitled upon request and without expense to obtain from the Consultant true and complete copies of all insurance policies required by this Agreement or by Additional Services Agreement or IPO.

e) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

(1) Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.

(2) Terms "the City" or "the City of Hutto" shall include all authorities, boards, commissions, departments, and officers of the City and individual members, employees and agents in their official capacities, or while acting on behalf of the City of Hutto.

(3) Consultant and the City mutually waive subrogation rights each may have against the other for loss or damage, to the extent same is covered by the proceeds of insurance.

f) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

h) Each policy shall require that notices required by 10(b) be sent to:

City Manager or City Manager Designee
500 W. Live Oak Street
Hutto, Texas 78634
Kate.Moriarty@HuttoTX.gov

(11) Standard of Care and Warranty

a) The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by professional engineers performing the same or similar professional services in the same locality at the time the professional services are provided. Consultant warrants that all services performed hereunder shall be performed consistent with prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this warranty.

b) If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

c) Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out of state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

(12) Release, Indemnification, Hold Harmless and Defense

a) **TO THE EXTENT NOT PROHIBITED BY LAW, CONSULTANT, AND CONSULTANT'S SUCCESSORS AND ASSIGNS HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS CURRENT AND FUTURE CITY COUNCIL, CITY COUNCIL MEMBERS, AND CITY OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, LIENS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER POTENTIAL OR ASSERTED, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES, REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR OMISSION OF CONSULTANT, INCLUDING THE NEGLIGENCE OF CONSULTANT OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN GROSS NEGLIGENCE, SUBJECT TO THE TERMS OF THIS SECTION. CONSULTANT SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE**

CAUSED BY THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, THE CONSULTANT'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO CONSULTANT'S OWN PERCENTAGE OF RESPONSIBILITY. CONSULTANT'S DUTY TO DEFEND IS NOT REDUCED OR LIMITED BY APPORTIONMENT OF LIABILITY.

b) The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity except for the indemnified City Council, City Council Members, and City officers, agents, servants and employees. Consultant shall advise the City in writing within twenty-four (24) hours after Consultant learns of any claim or demand against the City or Consultant related to or arising out of Consultant's activities under this Agreement.

c) Consultant shall not settle any claim against the City or against any entity or individual indemnified under this Article without the prior written consent of the City Manager and City Attorney. The City Attorney has the right to disapprove any attorneys designated by Consultant to handle any litigation within the scope of this Article and to receive reasonable notice of Consultant's choice of such attorney. The City may retain one or more attorneys to represent the City or any entity or individual that is entitled to indemnity or defense under this Article at the City's own expense and at no expense to Consultant.

d) Any and all claims against the City or other entity or person indemnified hereunder by Consultant, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant.

e) Should any of Consultant's services not conform to the requirements of this Agreement, then the City shall provide written notification of nonconformity to Consultant and provide a reasonable cure period; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth by the City, then this Agreement may be terminated for default.

f) In no event will Consultant be liable for any loss, damage, cost or expense attributable solely to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

g) Consultant shall not be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (excluding the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this

Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to providing professional services in accordance with this Agreement.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions in rendering any Services. Consultant's Services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its Services.

(16) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant except as expressly provided in insurance policies required by (10) Insurance, and in (12) Release, Indemnification, Hold Harmless and Defense, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party except to the extent of such insurance and indemnity provisions. The City shall not assign or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the

Consultant shall use reasonable care to maintain the confidentiality of such identified material. Confidential information shall not include and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. Confidential information is subject to the Texas Public information Act.

(18) Miscellaneous Provisions.

a) Applicable Law; Enforcement: Venue.

This Agreement and any Additional Services Agreement and IPO is to be governed by the law of the State of Texas. Exclusive venue for any legal proceeding under this Agreement shall be in a court sitting in Williamson County, Texas, where the City's principal administrative offices are located. This Agreement and each executed Additional Services Agreement and IPO contain the entire and fully integrated agreement between the Parties regarding the respective the subject-matter thereof, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral.

b) Amendments

Except as provided in (1) Scope of Services, IPO or an Additional Services Agreement less than Fifty Thousand Dollars, ($50,000.00), this Agreement can be amended only by a written document executed by both the Consultant and the City.

c) Severability.

Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

d) Financial Interest Prohibited.

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or

required under this Agreement.

e) Exclusive Agreement.

The parties understand and expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

f) Dispute Resolution

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute informally but either Party may compel non-binding mediation with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the City shall select one mediator and Consultant shall select one mediator and those two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

g) Force Majeure

Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; due to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters, pandemics or other casualties, strikes or other labor troubles, which render commercially impossible the performance under this Agreement by a Party.

h) Assignment

Consultant shall not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Manager or designee. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee, or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of

any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Section 9 Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

(i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS

(1). HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict of interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

(2) No Boycott of Israel; No Terrorist Organization.

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. 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, "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.

The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
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 the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

A. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

B. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(j) Compliance

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, ordinances and regulations.

(k) Legal authority

The signer of this Agreement for Consultant represents, warrants, assures, and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions, and obligations herein contained.

(l) Parties Bound

Docusign Envelope ID: 5A92E18A-E3B6-8713-838C-6C166945F663

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, Managers, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

(m) Captions

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

(n) Incorporation of Exhibits

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes.

IN WITNESS HEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF HUTTO, TEXAS	AGCM, INC.
BY: _____	BY: Signed by: Chi Majors 8FE0C7B8CF4643C...
James Earp, City Manager	Chris Majors, Director of Operations
DATE: _____	DATE: 9/23/2026

ATTEST:

_____

Laura Hallmark, City Secretary

EXHIBIT "A" FORM MSA

STATE OF TEXAS §

§

COUNTY OF Nueces §

This instrument was acknowledged before me, the undersigned authority, this 23 day of September 2026, by Jennifer Kentzinger, as Business Admin. on behalf of AGCM, INC.

[Seal]

Notary: _____

License Expires: 01/10/2028

JENNIFER LEE KENTZINGER
Notary Public, State of Texas
Comm. Expires 01-10-2028
Notary ID 132308199

VERIFICATION

STATE OF TEXAS §

§

COUNTY OF _____ §

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of AGCM, INC. for the purpose of making this verification, and that all representations in paragraph of the foregoing Agreement, incorporated herein by this reference, are true.

Agent's Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM

_____

Dorothy Palumbo, Hutto City Attorney

Attachment A

Scope of Services

Exhibit D
SCOPE OF SERVICES

RFQ Rotation LIST FY2025

The City of Hutto (hereinafter the "City") intends to engage a firm to provide Owner's Representative Services for the planning or design or construction management, or general engineering services or the City may engage the Owner's Representative to support other City facility related projects as desired, including oversight of new facilities. The Owner's Representative will oversee the planning, design and construction of all aspects of one or more projects.

As a condition to the contract award, the selected Owner's Representative is required to enter into an agreement with the City of Hutto for the performance of the services defined herein.

The selected Owner's Representative shall not be permitted to bid on or perform any of the actual construction on the project, nor shall any construction firm control or be partially owned by the Owner's Representative be allowed to bid on or perform work on the project. The Owner's Representative shall be allowed to provide basic services for which specific reimbursement provisions are included in the general conditions to the Owner's Representative's contract with the City. The actual construction work on the project shall be awarded through a competitive bid process.

The Owner's Representative, in general, shall have primary management responsibility for the project and shall coordinate all project matters. As such, the Owner's Representative shall serve as the City's main point of contact and liaison between the architect/engineer, general contractor and other consultants and vendors throughout the duration of the project. The Owner's Representative shall advocate for the City's interests of quality, timely and cost-sensitive design and construction while maintaining professional relationships with all consultants, partners and vendors.

The Owner's Representative will be responsible for overseeing the delivery of the project at the best and lowest price in the marketplace and the highest degree of functionality and quality. However, the Owner's Representative will not replace the architect/engineer, general contractor, and other consultants, though the Owner's Representative may provide evaluations and recommendations on the same.

The Owner's Representative shall be able to perform all services identified on Exhibit D – Scope of Services, for the project.

1. **Objective:**

The City of Hutto anticipates selecting a firm to provide Owner's Representative services for the Engineering department. The selected firm will accommodate the design of civil engineering projects of a general or routine scope or, in some cases, have a critical schedule or are of an emergency nature.

2. **Anticipated Services:**

The work provided under this General Civil Engineering Services Rotation List will include projects of various scopes and sizes, generally anticipated to include the following:

Phase 1 – General Services

a. Schedule and conduct meetings to discuss such matters as procedures, progress, issues, problems, and scheduling.
b. Attend a progress meeting to provide Project updates to Owner.
c. Attend weekly progress meetings during construction and provide progress meeting minutes provided by GC.
d. Coordinate with Architect, Owner and GC.
e. Enrollment of the buildings in an Energy Trust of Oregon incentive program.
f. Evaluate aspects of the proposed buildings related to sustainability.
g. Assist with value engineering analysis, if needed.

Phase 2 – Project Delivery and Contract Management

The scope of the anticipated projects may be pre-defined, and the usual preliminary report phase generally associated with these types of projects may not be necessary. It is intended that a clear, well-defined scope will be reviewed with the selected professional engineering firms; a proposal including costs be developed and submitted by the engineer; and the work proceed immediately upon written authorization to proceed. Consultant services relating to project permits, bid document preparation or construction services will be determined at the time of the scope meeting. Special reports addressing environmental or other issues will be handled the same way. Work scopes should include engineers to utilize City Master Plans for comprehensive development, without request of additional services after progression of project. A Microsoft Project Schedules will be required with scope/fee proposal. Be advised, City may request acceleration of scheduled deliverables based on City Council, Management, or City need. All work tasks as proposed will be completed in the same fiscal year, unless otherwise noted or requested by the City. Additionally tasks may include, but not limited to:

a. Evaluate the existing construction cost estimate and further refine and update as
b. needed.
c. Prepare "Milestone" schedule.
d. Recommend Project delivery system: traditional design/bid/build, modified
e. design/bid/build with prequalified construction firms, or Construction
f. Manager/General Contractor (CM/GC).
g. If an alternative delivery/building process is selected, successfully complete the
h. necessary documents such as “Finding of Fact.”
i. Interface with the City of Wilsonville’s Community Development Department
j. regarding permits and attend all associated meetings.
k. Review "Constructability" and "Construction Phasing" issues.

Contract Management roles may include:

a. Review/advise on preparation of construction contract documents.
b. Review/prepare bid packages.
c. Develop scheduling and contract administration clauses for inclusion into the contract documents

Phase 2 – Design

The selected professional engineering firms shall, upon specific written authorization, coordinate and collaborate with the entire team, whether selected as a City Rotation List consultant or recommended consultant by selected firm, to conduct or otherwise acquire the

necessary field surveys, soils, and peripheral investigations for final designs. The Team firms shall prepare detailed final design plans, specifications utilizing City Standards, or other regulatory standards as approved if city standards are not available; contract documents, cost estimates and permit support as needed for the construction of project improvements as approved by the City.

Phase 3 – Bidding

The selected firms may be requested to assist the City in the bidding of the projects including responding to pre-bid inquiries, issuing bid documents, submitting permit application(s), conducting a pre-bid conference, and reviewing construction bids received as defined in Phase 1. A comprehensive list and details for each task will be required to be submitted in the scope of services at the time for development of scope/fee proposal. Role may include the following tasks:

a. Review pre-qualification of construction contractors.
b. Compare and analyze bids and proposals.
c. Assist in construction contractor selection and award.
d. Assist in contract negotiations with construction firm.

Phase 4 – Pre-Construction Services

The Owner's Representative shall assist the City in selecting, retaining and coordinating the professional services of all design consultants, surveyors, special consultants and testing laboratories required for the project.

a. The Owner's Representative shall consult with and advise the City on strategies for the procurement of all required professional services.
b. The Owner's Representative shall assist with the negotiation of all professional service contracts.
c. The Owner's Representative shall consult with and advise the City concerning appropriate construction delivery methods, such as separate prime contractors and sequenced bid packages.
d. The Owner's Representative shall
    i. coordinate the projects as planned or designed by an engineer or architect in accordance with the City's goals and objectives;
    ii. prepare and submit to the City a preliminary estimated schedule for completion of the design and construction of the project(s), the various major activities to be undertaken in connection with the project(s), and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the term of the project;
    iii. assist the City in establishing a project budget based on a preliminary estimate of project costs, including without limitation the City's internal costs, which the Owner's Representative shall update with increased detail as the design of the project progresses and
    iv. manage the project(s) schedule and project(s) budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.
e. The Owner's Representative shall assist the architect in obtaining permits for the project; coordinate with the various governmental agencies having permit

responsibilities for the project; represent the City at meetings of the applicable governmental units; recommend to the City appropriate policies or decisions to be followed on public matters affecting the project; direct the architect to ascertain whether there are any significant building code or other governmental compliance issues; coordinate with the contractor the obtaining of necessary building permits or other necessary construction approvals for the project; and advise the City as to any material issues noted by the architect.

f. The Owner's Representative shall attend regular meetings with the design team and owner during design development.

g. The Owner's Representative shall prepare and submit to the City a preliminary estimated schedule for completion of the design and construction of the project, the various major activities to be undertaken in connection with the project, and the approximate timing of the commencement and completion of such activities, which the Owner's Representative shall monitor and revise from time to time.

h. The Owner's Representative shall provide recommendations to the City and architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the project program, budget and schedule, and possible cost reductions and economies if and when necessary to reconcile the project program, budget and schedule.

i. The Owner's Representative shall review and comment on the drawings and specifications for the project as they are prepared by the architect. The Owner's Representative shall assist the City in the evaluation and recommendation of appropriate design alternatives in light of the City's project program, budget and schedule, provided the Owner's Representative shall not assume any of the architect's responsibilities for design or any of the general contractor's responsibilities for construction means, methods or costs.

j. Upon approval by the City of design development plans and specifications, the Owner's Representative shall
    i. lead the process on behalf of the City in reviewing and coordinating the preparation by the architect and other project consultants of the construction documents for the project; and
    ii. make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the project program, budget or schedule; or (ii) cause the project to deviate from the approved drawings or requirements of the City.

k. Owner's Representative shall (i) prepare and update cost estimates for the estimated project costs to be incurred by the City in designing and constructing the project. The project cost estimate shall be general contractor grade with detailed material quantity "take-offs" and unit cost. The project cost estimate shall also include a summary sheet with separate line items for each cost category included in the project cost; with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems.

l. The Owner's Representative shall revise such project budget from time to time as the design of the project is finalized, the working drawings are prepared, construction contracts for the project are negotiated, awarded and executed and shall provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then current project budget.

m. The Owner's Representative shall recommend modifications to the project design, project budget, project schedule and project program to reconcile each with the others, for final decision by the City.
n. Owner's Representative shall assist the City in setting a final project budget, based on the approved design and the project program, project schedule, project cost estimate and financial constraints identified by the City. If the City with the advice of the Owner's Representative, elects to proceed with separate project construction contracts or separate bid packages, the project cost

Phase 5 – Construction

The selected professional engineering firm shall, upon specific written authorization, furnish construction phase services coincident with the construction contractor(s) activities. The selected firm may be asked to provide construction phase services for some projects. These services are those generally associated with the construction phase and might include, but not necessarily be limited to, the following: periodic visits to the job site to review the progress and character of the work being accomplished; review and recommend for approval or disapproval pay estimates of the contractor(s) for work completed; review and approve shop drawings and any necessary change orders; interpretation of the plans, specifications and other contract documents as required; project reviews with the contractor(s) and the City; preparation of electronic as-built drawings of the completed facilities as well as full size (22" x 34") paper copies; certify that the project was constructed in accordance with approved plans and specifications; and other necessary related services associated with the firm's designs and applied to the construction process. The professional firm may also, upon specific written authorization, provide on-site representative observation by qualified, experience personnel for some projects. Additional responsibilities may also include:

a. The Owner's Representative shall have the ability to perform construction management services required to manage multiple primes in lieu of a general contractor.
b. The Owner's Representative shall provide recommendations regarding each contractor's proposed mobilization schedule, temporary project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.
c. The Owner's Representative shall conduct pre-award conferences with the best and lowest respondent for a project construction contract; advise the City regarding the negotiation of business terms of each project construction contract and advise the City on the acceptability of contractors for the project.
d. The Owner's Representative shall review and process vendor insurance certificates, surety bonds, sworn statements and waivers for contract compliance.
e. The Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment, and monitor the purchase of such items.
f. After the City awards each project construction contract and before the contractor commences work on the site, the Owner's Representative shall assist the City in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the rerouting of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

g. The Owner's Representative shall represent the City in its communications with the architect, contractor, and consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the City concerning the City's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the City concerning, change orders, submittals and requests for information.

h. Owner's Representative shall (a) assist and review the processing of change orders, (b) advise the City concerning the change orders necessity and recommended cost of change orders and (c) negotiate, on the City's behalf, all change orders with the contractor. The final project budget and/or project schedule, as applicable, will be revised to reflect approved change orders.

i. The Owner's Representative shall review applications for payment by the contractor and make written recommendations to the City concerning the payment.

j. The Owner's Representative shall direct the contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, the Owner's Representative shall make recommendations to the City for corrective action by the contractor and review the contractor's recommendations for corrective action.

k. The Owner's Representative shall coordinate the architect's review and approval of shop drawings, product data and other submittals by the contractor.

l. In conjunction with the contractor who has prime contractual responsibility, the Owner’s Representative shall additionally review and advise the City concerning the adequacy of the contractor’s personnel and equipment, and the availability of materials and supplies to meet the contractor’s schedules in relation to the project schedule.

m. The Owner's Representative shall enforce the contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the City may require. Although the Owner's Representative shall not guarantee the performance by contractor, the Owner's Representative shall recommend courses of action to the City when the City or the Owner's Representative becomes aware that requirements of any project construction contract are not being fulfilled, or when the contractor falls behind in its schedule; shall communicate recommendations, as directed by the City, to the contractor on behalf of the City; shall monitor the contractor's performance of such recommendations; and shall report the contractor's progress to the City on at least a monthly basis.

n. The Owner's Representative shall notify the City in writing, with photos and supporting documentation if the Owner's Representative becomes aware that the work of the contractor is not being performed in accordance with the requirements of the contract documents. As appropriate, the Owner's Representative shall have authority, with written authorization from the City, to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is covered, installed or completed. The Owner's Representative shall review any and all test reports and notify the City, the architect and the contractor, as appropriate, of deficiencies in the work of which the Owner's Representative becomes aware and shall advise the City of projected consequences of such default and shall make recommendations to the City with respect thereto. With the written authorization of the City, the Owner's Representative shall reject work that does not conform to the requirements of the applicable contract documents.

o. The Owner's Representative shall advise the City concerning the procurement of building materials by the contractor regarding budget and schedule implications.
p. The Owner's Representative shall attend the on-site review of the project to confirm substantial and final completion of the construction of the project and notify the City when the Owner's Representative believes the work under a project construction contract is substantially complete and that a punch list should be prepared.
q. The Owner's Representative shall coordinate with the architect in its review of the work to enable the architect to determine the date of substantial completion. At the substantial completion by the contractor of the work, monitor the architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. The Owner's Representative will consult with the City and/or architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.
r. The Owner's Representative shall obtain from contractor record drawings or, if required by the applicable project construction contract, "as-built" drawings, as construction completes.
s. Together with the architect and the City, the Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the project and review test reports.
t. The Owner's Representative shall complete the final close-out of the project by (i) obtaining, or causing the contractor to obtain, all government approvals required for the legal use and occupancy of the project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the project construction contracts, (iii) obtaining all affidavits, waivers, and releases the contractors are required to provide pursuant to the project construction contacts to achieve final completion of the project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the contractors and the architect, (v) collecting and/or otherwise resolving any and all back charge claims that the City may assert against any architect or contractor, including assistance with any legal proceedings instituted by the City and/or any architect or contractor and/or (f) representing the City at meetings and/or inspections scheduled by the City and held to resolve problems relating to design, physical condition or operation of the project to seek enforcement of warranties.

Phase 6 – Warranty Assistance
If authorized by City in writing, the selected engineering firms shall provide warranty phase services generally consisting of assistance to the City in having project malfunctions or deficiencies corrected.

3. **Budget and Distribution of Work:**

It is anticipated that the City will select one (1) firm. As the projects are determined, the City will negotiate with the firm to develop a scope of work and budget on a project by project basis.

This rotation list will be effective for a period of two (2) years from the date of City Council approval, unless otherwise determined by the City Engineer or Management or City Council. Contracts will be issued on an annual basis or as determined by the project

requirement or need. An extension of one (1) year will be allowed based on the approval of City Council.

A Task Order system will be executed with each firm upon approval from City Council.

Project assignments will be based on the rankings determined from the qualification-based selection process. The first project will be given to the highest-ranking firm. Subsequent projects will be offered to the next firm in order of their ranking. A firm may accept or pass on the project being offered. If a firm passes, the project is then offered to the next firm in line. The City may, however, select a firm that is felt to be the most qualified for a specific project or most able to meet a project's schedule objectives. Additionally, the City will make every effort to balance the workload amongst the different firms.

Project-specific schedules will be agreed upon at the time professional services are defined.

If a rotation list firm ceases practice during the contract period, or should the City elect to terminate its agreement with one of the firms, any future work will be distributed to the remaining firms on the list.

4. <u>Subconsultant Opportunities:</u>

The City will not require a list of subconsultants. At the time the rotation list is utilized for a specific project, it is understood the rotation list firm will organize a team, if necessary, to meet the needs of the specific project. Subconsultant opportunities may include, but not be limited to, environmental consulting, geotechnical and/or soils, surveying, electrical engineering, structural engineering, mechanical engineering, instrumentation, traffic control design and traffic impact studies, landscape architecture, architectural design, computer-aided design and drafting (CADD) services, copying services, scheduling, land use studies and cost estimating. The maximum recommended amount of subconsultant work per project shall be 25%. The City may waive this requirement depending on the project.

The City expects any rotation list firms or subconsultants performing geotechnical and/or soils laboratory services to be accredited by either the American Association of Laboratory Accreditation (A2LA) or the American Association of State Highway and Transportation Officials (AASHTO) in soils and/or geotechnical testing. The City may require evidence of such accreditation prior to issuing a project assignment involving these laboratory services.

Attachment B

Fee Schedule

Position Title or Labor Service	Quantity (1) per hour	2026 Rate/Hour
Principal In Charge	1	$ 260.00
Project Executive	1	$ 240.00
Sr. Project Manager	1	$ 220.00
Project Manager	1	$ 190.00
Assistant Project Manager	1	$ 160.00
Construction Manager	1	$ 190.00
Assistant Construction Manager	1	$ 145.00
Chief Estimator	1	$ 220.00
Estimator	1	$ 150.00
Quality Assurance Inspector	1	$ 180.00
Scheduling Consultant	1	$ 185.00

September 16, 2026

AGCM
Derek Bird
900 South 1st Street Suite #407
Austin, TX 78704

Delivered via email to dbird@agcm.com

NOTICE OF INTENT TO AWARD

Dear Mr. Bird:

Your proposal submitted on August 26, 2026, for **Owner's Representative Services** has been selected for recommendation to the City Council for consideration of contract award at its meeting scheduled for October 1, 2026.

To facilitate contract execution, please provide the following documents electronically within 2 (two) business days of receipt of this notice:

Please complete and deliver the following items via electronic format:

- One (1) executed copy of the Notice of Intent to Award (NOIA).
- One (1) executed copy of the Master Service Agreement (MSA).
- One (1) copy of the Certificate of Insurance showing coverage in accordance with the MSA.

Sabrina Manning
Purchasing Officer
City of Hutto
500 W. Live Oak St.
Hutto, TX 78634

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledge by:

Contractor: AGCM

This the 17th day of September, 2026.

By: Derek Bird

Derek Bird

Title: Director of Operations, AGCM

You are required to return an acknowledged copy of the NOTICE OF INTENT TO AWARD to the City of Hutto.

AGCMINC-01 VSANTOSUOSSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615
INSURER B : Travelers Indemnity Company, A++, XV	25658
INSURER C : Travelers Property Casualty Company of America, A++, XV	25674
INSURER D : Phoenix Insurance Company A++, XV	25623
INSURER E : Lexington Insurance Company A, XV	19437
INSURER F :	

INSURED
AG|CM, Inc.
PO BOX 2682
Corpus Christi, TX 78403

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	680-6X239498	9/30/2025	9/30/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X	X	BA-6X239529	9/30/2025	9/30/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	CUP6X239554	9/30/2025	9/30/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A	X	UB6X239542	9/30/2025	9/30/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab.		X	031565925	9/30/2025	9/30/2026	Per Claim	2,000,000
E				031565925	9/30/2025	9/30/2026	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

Re: City of Hutto - RFQ 2026-020 KM-03 Owners' Rep Services
City of Hutto shall include all authorities, boards, commissions, departments, and officers of the City and individual members, employees and agents in their official capacities, or while acting on behalf of the City of Hutto shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract. General, Auto and Umbrella Liability are Primary and Non-contributory as required per written contract. General, Auto, Workers Compensation and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

City of Hutto
Attn: City Manager or City Manager Designee
500 W. Live Oak St.
Hutto, TX 78634

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jared Maxwell

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1518714

Date Filed:
09/21/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
AG|CM, Inc.
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ# 2026-020-KM-03
The RFQ requires Owner's Representative services for a 2 year term with option for 1 year renewal period.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Anderson, Patricia "Gail"	Corpus Christi, TX United States	X	
Anderson, Derwood	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Marty Schmitt, and my date of birth is [redacted].

My address is 1101 Ocean Drive, Corpus Christi (city), TX (state), 78404 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 21 day of September (month), 2026 (year).

JENNIFER LEE KENTZINGER
Notary Public, State of Texas
Comm. Expires 01-10-2028
Notary ID 132308199

Signature of authorized agent of contracting business entity
(Declarant)

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Repres

Scoring Summary

Active Submissions

Supplier	Total / 100 pts	A - Evaluation Criteria / 100 pts	A-1 - Relevant Owner's Representative Experience / 30 pts	A-2 - Project Team & Key Personnel / 25 pts
WSB LLC	91.5	91.5	27.75	22.25
Johnson, Mirmiran & Thompson, Inc. (JMT)	88.25	88.25	26.75	22.25
AGCM	79.25	79.25	21	19.75
Kitchell/CEM, Inc.	75.25	75.25	21.5	18.75
HPM	74.75	74.75	24.25	20.75

HVJ SOUTH CENTRAL TEXAS - M&J, INC.	71	71	17.5	17
Pape-Dawson Consulting Engineers, LLC	70.75	70.75	18.5	18.75
Ardurra Group, Inc.	69.25	69.25	19.5	16
Broaddus & Associates	67	67	22.5	13.75
Syncra, LLC	66.25	66.25	19.75	16
Moreno Cardenas Inc.	65.75	65.75	17.5	14.75
FDCS	64	64	19.5	14.75
Foster CM Group, Inc.	60.5	60.5	16	14.5

Rider Levett Bucknall	57.5	57.5	18.25	15.25
Square One Consultants	54.5	54.5	14.5	11.25
Westwood Professional Services, Inc.	51	51	12	11.75
Cumming Management Group, Inc	50.25	50.25	15	10
Cullen Construction Management, WBE	43	43	12.25	10

entative Services

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
19.5	12.75	9.25
18	13.5	7.75
17	13.25	8.25
17	12.5	5.5
17.75	6.25	5.75

18.25	13	5.25
17.5	10.5	5.5
15	12.5	6.25
15.5	9	6.25
16.25	9.25	5
15.5	14.25	3.75
16.25	9.25	4.25
16.75	8.75	4.5

15.25	6.75	2
14	9.75	5
14.5	8	4.75
16.75	5.25	3.25
11.5	6.5	2.75

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
WSB LLC

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	67	67	22
Nick Angeli	67	67	22
David Amsler	63	63	25
Todd Meaker	58	58	20
		Average:	**22.25**
			↓
Calculated:	**63.75**	**63.75**	**22.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	30	30	30
Nick Angeli	26	26	26
David Amsler	30	30	30
Todd Meaker	25	25	25
		Average:	27.75
			↓
Calculated:	27.75	27.75	27.75

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	30	Meets or exceeds my expectations	Very good experience with WSB, very content with support provided to the team here. Good, relevant experience & municipalities listed. Cedar Park, Melissa, etc.

David Amsler	30	Meets or exceeds my expectations	Work for us currently and have done what has been asked and more so.
Nick Angeli	26	Meets or exceeds my expectations	On-call owner's rep services for multiple fast-growing Cities. Also good tenure with these relationships. Would've liked to have seen more specific examples of projects.
Todd Meaker	25	Other	lots of examples of project management. experience in Hutto.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	22	Meets or exceeds my expectations	LOTS of experience with Hutto, and consistent collaborative delivery with the team here. Including relevant experience with Belton, Buda. Would like more utility experience relevant to Hutto's size.
David Amsler	25	Meets or exceeds my expectations	Wealth of knowledge and experience.
Nick Angeli	22	Meets or exceeds my expectations	A lot of experience amongst the staff members on all kinds of projects. It does appear though that there's not a lot of facilities experience.

Todd Meaker	20	Other	strong list of professionals

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	I've seen the approach first-hand from WSB. Very responsive, detailed, and collaborative in working with staff.
David Amsler	20	Meets or exceeds my expectations	Tailored approach to our needs.
Nick Angeli	20	Meets or exceeds my expectations	WSB understands how the City of Hutto operates.
Todd Meaker	18	Other	already working with staff and aware of the challenges. sound judgement and advice so far

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	Good availability illustration
David Amsler	8	Partially meets my expectations	Only 1 staff member at 75%.
Nick Angeli	15	Meets or exceeds my expectations	Selina in particular is very available to devote time to our team and our needs.

Todd Meaker	13	Other	PM is indicated as having sufficient time the supporting staff has less time but appears available.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	10	Meets or exceeds my expectations	Relevant references
David Amsler	10	High level of detail in response	Gave positive and relevant testimonials of their work.
Nick Angeli	10	Meets or exceeds my expectations	I appreciate the references provided from three quickly growing Texas municipalities in similar positions to us - two of which are in the Austin metro. Also appreciate the testimonial provided by City of Buda.
Todd Meaker	7	Other	good references. client testimonial pushed them higher.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
20	15	10
20	15	10
20	8	10
18	13	7
19.5	**12.75**	**9.25**
↓	↓	↓
19.5	**12.75**	**9.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Johnson, Mirmiran & Thompson, Inc. (JMT)

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	61	61	21
Nick Angeli	67	67	22
David Amsler	64	64	25
Todd Meaker	54	54	21
		Average:	**22.25**
			↓
Calculated:	**61.5**	**61.5**	**22.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	30	30	30
Nick Angeli	26	26	26
David Amsler	30	30	30
Todd Meaker	21	21	21
		Average:	26.75
			↓
Calculated:	26.75	26.75	26.75

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	30	Meets or exceeds my expectations	VERY relevant local and project experience. Lots of CMAR experience. Budgets of relevant projects mirror Hutto's budget for PD facility. Experience with PW Facilities.

David Amsler	30	Meets or exceeds my expectations	Great track record and wealth of experience.
Nick Angeli	26	Meets or exceeds my expectations	Would've liked to have seen more detail on the utilities projects, and I don't think I saw any streets projects, but overall impressed with the number of owner's rep examples, including CMAR and facilities examples. A lot of Texas examples, and central Texas in particular too.
Todd Meaker	21	Other	they are primarily listing facilities, but they do have utilities listed in their relevant projects.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	21	Meets or exceeds my expectations	Well qualified team, a lot of capacity to be fully dedicated to delivery of any project.
David Amsler	25	Meets or exceeds my expectations	Strong experienced dedicated team.

Nick Angeli	22	Meets or exceeds my expectations	Project managers have some experience managing law enforcement facilities as well as other facilities. The team is overall impressive in terms of certificaitions, and they have advisors for public safety, streets, and utilities - even if I'm not seeing the utilities or streets experience I might prefer on the project managers' resumes.
Todd Meaker	21	Other	good list of qualified applicants. unclear if they are all in the Austin area but most of the projects associated with each person are local.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Hits all the requirements, very detailed summary
David Amsler	16	Strongly fits desired attribute(s)	Too focused on the facility side.
Nick Angeli	20	Strongly fits desired attribute(s)	Thorough and impressive.
Todd Meaker	16	Other	provides clear lay out of how they will management support.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Meets or exceeds my expectations	As identified under resumes, there is a good amount of availability between team members with JMT. PIC lack of availability is a bit concerning.
David Amsler	15	Meets or exceeds my expectations	Several team members dedicated to serving Hutto full time.
Nick Angeli	15	Meets or exceeds my expectations	Of course JMT having a Round Rock (and an Austin) office is great for availability, and they have a lot of personnel in various roles that would give them added capacity to assist us.
Todd Meaker	11	Other	no clear chart on availability but they are boasting a Lage staff with multiple office locations that are close , the personnel references seem to indicate time availability.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	7	Meets or exceeds my expectations	References listed have more than (1) project historically with JMT. Would have liked to see reference letters.

David Amsler	8	Strongly fits desired attribute(s)	Contacts and descriptions given.
Nick Angeli	10	Meets or exceeds my expectations	All references are municipalities that JMT has been owner's rep for, and Cedar Park in particular has selected JMT for three consecutive contracts.
Todd Meaker	6	Other	provided reference. project description and photo

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
20	13	7
20	15	10
16	15	8
16	11	6
18	**13.5**	**7.75**
↓	↓	↓
18	**13.5**	**7.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
AGCM

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	52	52	15
Nick Angeli	67	67	22
David Amsler	65	65	25
Todd Meaker	49	49	17
		Average:	**19.75**
			↓
Calculated:	**58.25**	**58.25**	**19.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	18	18	18
Nick Angeli	27	27	27
David Amsler	20	20	20
Todd Meaker	19	19	19
		Average:	21
			↓
Calculated:	21	21	21

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	18	Partially meets my expectations	Relevant experience on public facilities. Less notable on actual infrastructure improvements, but the EMS/PD facilities hold significance. Familiar with emergency responder type settings/buildings.
David Amsler	20	Strongly fits desired attribute(s)	More experienced in facilities rather than roads and CIP.
Nick Angeli	27	Meets or exceeds my expectations	Appears to have plenty of owner's rep experience for municipal facilities, including police stations, and has experience with CMAR project delivery. Page 3 mentions transportation and utility projects, but I would have liked to have seen some examples.
Todd Meaker	19	Other	strong in facilities no examples of infrastructure

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Partially fits desired attributes	16 CCMs certifications. Well qualified team, however, experience tilts towards Libraries/Fire Stations/City Halls. Not relevant to Hutto aside from the 1-2 facility projects we have on the horizon.

David Amsler	25	Meets or exceeds my expectations	Wealth of qualified and experienced staff.
Nick Angeli	22	Strongly fits desired attribute(s)	Many years of experience among the key personnel. Not a ton of certifications among the project managers specifically.
Todd Meaker	17	Other	multiple qualified managers unclear but I think good representation in Austin area and the rest in central Texas.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Partially meets my expectations	Satisfactory answer. Maybe would have anticipated more info under QA & Risk Mitigation section. More of an understanding on their "how" would be valuable.
David Amsler	20	Meets or exceeds my expectations	Strong approach.
Nick Angeli	20	Meets or exceeds my expectations	Thorough and satisfactory
Todd Meaker	15	Other	well laid out management plan

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	No concerns about capacity or responsiveness as illustrated
David Amsler	12	Strongly fits desired attribute(s)	Generic, but gave specific commitments to timelines rather than availability metrics.
Nick Angeli	15	Meets or exceeds my expectations	Satisfactory response standards and size of staff
Todd Meaker	11	Other	does not lay out representative availability but does indicate their response time and indicates a large overall staff.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Meets or exceeds my expectations	Strong recommendations from organizations that mirror Hutto. No concerns. Giving 9/10 due to project relevance.
David Amsler	8	Meets or exceeds my expectations	Strong references and descriptions given.
Nick Angeli	10	Meets or exceeds my expectations	Good references and actual letters of recommendation
Todd Meaker	6	Other	provides projects and recommendation letters for local municipalities.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
13	15	9
20	15	10
20	12	8
15	11	6
17	**13.25**	**8.25**
↓	↓	↓
17	**13.25**	**8.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Kitchell/CEM, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	52	52	16
Nick Angeli	52	52	16
David Amsler	59	59	23
Todd Meaker	52	52	20
		Average:	**18.75**
			↓
Calculated:	**53.75**	**53.75**	**18.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	22	22	22
Nick Angeli	18	18	18
David Amsler	25	25	25
Todd Meaker	21	21	21
		Average:	21.5
			↓
Calculated:	21.5	21.5	21.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	22	Meets or exceeds my expectations	Some CMAR experience. Pretty comparable budget size projects. Some local experience.
David Amsler	25	Meets or exceeds my expectations	Strong detail but overly focused on facilities and public safety.

Nick Angeli	18	Partially meets my expectations	The Williamson County Justice Complex experience listed does not specify it is owner's rep experience. TSTC does, and it's appreciated that it is a Hutto project, but we won't be doing any educational facilitiy CIP projects. The Pflugerville fire station still has two years remaining on it, and the California project is in California.
Todd Meaker	21	Other	good examples of Facility projects managed by Kitchell

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Partially meets my expectations	Not a lot of Justice Center/Police Department comparable size projects. Well certified team. Also strong availability between team. There's a lot of jails, and county detention facilities, but not seeing a lot of departments that capture everything for a PD.
David Amsler	23	Strongly fits desired attribute(s)	Strong team but slightly smaller than desired.

Nick Angeli	16	Other	Really appreciate Katherine's personal note and the familiarity with Hutto as a community. My concerns with the above owner's rep experience section applies here as well though.
Todd Meaker	20	Other	relevant facility project experience including local justice complex for wilco.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Meets or exceeds my expectations	Sufficient illustration of approach
David Amsler	15	High level of detail in response	Too focused with facility deliverables.
Nick Angeli	20	Meets or exceeds my expectations	"Our role is not to add another layer to the process. It is to make the process more effective."
Todd Meaker	17	Other	thought out plan for management approach

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	No concerns here about availability/capacity or proximity

David Amsler	15	Meets or exceeds my expectations	Large team 100% dedicated for Hutto.
Nick Angeli	10	Other	I understand Katherine would be our primary contact, and she is local and has 75% availability which is appreciated, but I would wonder if the justice projects executive director's limited availability could pose an issue with the seemingly limited experience Katherine has with large public safety facilities.
Todd Meaker	10	Other	provided chart for of availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Partially meets my expectations	One local, more relevant example. Would be interested in letters.
David Amsler	6	Partially meets my expectations	Only contacts given.
Nick Angeli	6	Partially meets my expectations	As of today, we still have a separate ESD, we won't be building any courthouses, and the Wilco justice center is still early stages.

Todd Meaker	5	Other	references were provided

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	15	5
20	10	6
15	15	6
17	10	5
17	**12.5**	**5.5**
↓	↓	↓
17	**12.5**	**5.5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
HPM

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	50	50	23
Nick Angeli	47	47	15
David Amsler	54	54	25
Todd Meaker	51	51	20
		Average:	**20.75**
			↓
Calculated:	**50.5**	**50.5**	**20.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	24	24	24
Nick Angeli	22	22	22
David Amsler	30	30	30
Todd Meaker	21	21	21
		Average:	24.25
			↓
Calculated:	24.25	24.25	24.25

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	24	Meets or exceeds my expectations	More comparatively sized cities, wide range of projects. Inclusion of Fleet facility. Would like to see more PD facility experience here. Good experience with CMAR.

David Amsler	30	Meets or exceeds my expectations	Wealth of experience and proven track record.
Nick Angeli	22	Other	I appreciate the experience with CMAR project delivery and the public safety facilities. It would've been better if there were some Central Texas examples. Also, some of these say owner's rep services, but some do not, and some even say subconsultant.
Todd Meaker	21	Other	good representation for facilities

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	23	Meets or exceeds my expectations	Good range of public safety experience here, along with PW facilities.
David Amsler	25	Meets or exceeds my expectations	Strong experienced team.
Nick Angeli	15	Partially meets my expectations	One of the three project managers doesn't have any experience listed that is similar to what we'll be needing and the other two list experience a little narrow in scope.
Todd Meaker	20	Other	long list of qualified professionals

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Meets or exceeds my expectations	Very detailed. Only thing that would have made this a full 20/20 is a description on the "how"
David Amsler	15	Strongly fits desired attribute(s)	Focused on facilities rather than CIP but a strong approach to projects overall.
Nick Angeli	20	Meets or exceeds my expectations	No issues here.
Todd Meaker	18	Other	standard but I like their claim to serve the interest of the owner

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	4	Doesn't meet my expectations	Pretty uninformed part of the response here. Would prefer to see it broken out by person to understand their workloads and have confidence in timely responses, etc.
David Amsler	8	Partially meets my expectations	Generic answer given.
Nick Angeli	5	Other	Many projects on their current workload but only one item listed is a Texas municipality?

Todd Meaker	8	Other	they state that they have the people to move around to support our needs but provided no way for me to analyze that.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Partially meets my expectations	Relevant municipalities listed as references. Always prefer when it's a written reference to confirm IF delivery was on-time/on-budget and if not, what that rationale was.
David Amsler	6	Mostly complete response	Contacts only given.
Nick Angeli	7	Other	Not very much variety in references and all DFW.
Todd Meaker	5	Other	references were provided.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
18	4	5
20	5	7
15	8	6
18	8	5
17.75	**6.25**	**5.75**
↓	↓	↓
17.75	**6.25**	**5.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
HVJ SOUTH CENTRAL TEXAS - M&J, INC.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	55	55	18
Nick Angeli	35	35	5
David Amsler	68	68	25
Todd Meaker	56	56	20
		Average:	**17**
			↓
Calculated:	**53.5**	**53.5**	**17**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	18	18	18
Nick Angeli	5	5	5
David Amsler	28	28	28
Todd Meaker	19	19	19
		Average:	**17.5**
			↓
Calculated:	**17.5**	**17.5**	**17.5**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	18	Partially meets my expectations	Some relevant project experience that could be a good fit for the CWWTP Bypass. one of the references was for design and construction support, not necessarily project management of.
David Amsler	28	Strongly fits desired attribute(s)	They were able to provide specific examples and explain how they would respond, demonstrating how that experience would translate to this role.
Nick Angeli	5	Doesn't meet my expectations	Some of these examples are just materials testing or geotech. I'm not seeing examples of them being an owner's rep. Also none of these are facilities related.
Todd Meaker	19	Other	examples showed primarily management of roads, laydown yard and Geotech portion / testing.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Meets or exceeds my expectations	LOTS of Hutto experience, lots of similar municipality experience for horizontal CIP. Good, relevant experience. May be some areas they fit into upcoming CIP delivery, for parts* of projects.

David Amsler	25	Meets or exceeds my expectations	They have a wealth of experience on their team.
Nick Angeli	5	Doesn't meet my expectations	Some owner's rep experience but not nearly what I would've liked to have seen.
Todd Meaker	20	Other	experience in water wastewater roads and Geotechnical no clear examples of facilities

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Meets or exceeds my expectations	I really liked that they took the time to reference our CIP and what's active in Hutto. Identification of Risk on Cottonwood/CR199 is a good observation. Really liked this format but still would have appreciated learning more about the HOW.
David Amsler	20	Meets or exceeds my expectations	This area I was most impressed with.
Nick Angeli	20	Meets or exceeds my expectations	Appreciate the application to actual CIP projects of ours.
Todd Meaker	17	Other	very busy description last section did break down their roles.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	Good, flexibility capacity across the team. Less worried about geotech and materials capacity since those would likely be direct through a rotation list with Hutto.
David Amsler	15	Meets or exceeds my expectations	2 staff members provided 75% or more to support Hutto.
Nick Angeli	10	Other	I like the format that the team's availabliity is illustrated in. I do have concerns though that the main client manager is water/wastewater focused, and that the only other project manager with over 50% availability is specifically pavement focused.
Todd Meaker	13	Other	chart indicates they have availability for assistance in managing projects.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	7	Meets or exceeds my expectations	Good, detailed references. Pflugerville example is the most relevant, Kyle is too we just likely* won't use an OR for delivery of something like this.

David Amsler	8	Well-supported claim(s)	They provided direct pervious experience that would translate well here.
Nick Angeli	0	Other	I appreciate the added detail to these references rather than just listing names and phone numbers, but these projects that references are listed for are not owner's rep examples.
Todd Meaker	6	Other	good reviews but all focused-on material testing

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	14	7
20	10	0
20	15	8
17	13	6
18.25	**13**	**5.25**
↓	↓	↓
18.25	**13**	**5.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
Pape-Dawson Consulting Engineers, LLC

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	46	46	16
Nick Angeli	51	51	17
David Amsler	64	64	25
Todd Meaker	48	48	17
		Average:	**18.75**
			↓
Calculated:	**52.25**	**52.25**	**18.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	16	16	16
Nick Angeli	8	8	8
David Amsler	28	28	28
Todd Meaker	22	22	22
		Average:	18.5
			↓
Calculated:	18.5	18.5	18.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	16	Partially meets my expectations	Referenced experience limited to major park and road projects. No upcoming major park projects for Hutto, and we aren't anticipating need for road project support. Would like more utility experience here.
David Amsler	28	Meets or exceeds my expectations	Wealth of relevant experience listed.
Nick Angeli	8	Doesn't meet my expectations	For Lakeway, projects are parks-related which is not a Hutto priority. For Liberty Hill, City Engineer services are being provided as we currently have with a separate firm, and outside of that services appear to be water supply planning and regional coordination - things we are not looking for. Under "representative experience," it appears that the work you did for City of Sherman could be relevant, but those projects are just utilities-related.
Todd Meaker	22	Other	very good infrastructure examples.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	16	Partially meets my expectations	City Engineer experience for PM, like that. Spine Rd experience with Hutto. Again, lots of road and park experience - and there are no major road projects at least for the next year or 2, perhaps CR199.
David Amsler	25	Meets or exceeds my expectations	Large team with diverse backgrounds available to support Hutto.
Nick Angeli	17	Other	I like that Jennifer has experience as a City Engineer in Williamson County, and that Ryan has experience with projects in Hutto and a lot of previous experience working as a City Engineer/Administrator. I would like to see more relevant experience though to what we are looking for under the personnel's background.
Todd Meaker	17	Other	strong line up of qualified personnel

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Meets or exceeds my expectations	Very detailed and informative.

David Amsler	20	Meets or exceeds my expectations	Strong tailored approach.
Nick Angeli	16	Meets or exceeds my expectations	No big issues here.
Todd Meaker	16	Other	standard philosophy for owners representation

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	8	Partially meets my expectations	Varied availability, decent
David Amsler	13	Meets or exceeds my expectations	No one at 75% or above however large team supporting Hutto.
Nick Angeli	11	Other	Most personnel is less than 50% available, but Jennifer has 60%, which is decent.
Todd Meaker	10	Other	availability chart indicates their ability to support mor projects

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	4	Partially meets my expectations	Would like the references to be more relevant to Hutto

David Amsler	6	Partially meets my expectations	Contacts only given.
Nick Angeli	7	Other	Two of the three aren't remarkably relevant entities to the City of Hutto but good to see another Williamson County city.
Todd Meaker	5	Other	provided references

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
18	8	4
16	11	7
20	13	6
16	10	5
17.5	**10.5**	**5.5**
↓	↓	↓
17.5	**10.5**	**5.5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Ardurra Group, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	42	42	12
Nick Angeli	40	40	10
David Amsler	67	67	25
Todd Meaker	50	50	17
		Average:	**16**
			↓
Calculated:	**49.75**	**49.75**	**16**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	19	19	19
Nick Angeli	10	10	10
David Amsler	25	25	25
Todd Meaker	24	24	24
		Average:	19.5
			↓
Calculated:	19.5	19.5	19.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	19	Partially fits desired attributes	Good experience with WW, and significant parks experience. Just the one project they referenced from Houston is a major project.

David Amsler	25	Meets or exceeds my expectations	Relevant experience.
Nick Angeli	10	Partially fits desired attributes	Some of the examples provided for experience appear to simply be projects where the firm served as design consultant, and one of the only owner's rep examples was when they implemented AMI. And there are no facilities projects shown.
Todd Meaker	24	Other	very experienced in water and wastewater treatment plants this would include infrastructure as well as facilities.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	12	Partially fits desired attributes	Primary PM doesn't seemingly have relevant experience tied to what we're looking to kick-off in the next 2 FYs. A lot of studies and plans. Not seeing much WWTP construction, such as our upcoming bypass project. More complex than a LS.
David Amsler	25	Meets or exceeds my expectations	Large amount of qualified staff who would be serving Hutto.

Nick Angeli	10	Other	Mistakes within this section: spelled San Marcos incorrectly, one person's experience shows a "years w/ firm" that is higher than their total years of experience, and someone's availability is 500%. Also why are there 25 staff members listed? We surely won't interact with most of them.
Todd Meaker	17	Other	large firm with resumes ranging through Civil, transportation, electrical and structural Engineers.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	Nothing terribly special here, meets expectations
David Amsler	20	Meets or exceeds my expectations	Strong approach.
Nick Angeli	10	Partially fits desired attributes	We are not looking for CIP program consulting or prioritization of projects. On page 42, they misspell "Ardurra" in a section heading.
Todd Meaker	16	Other	detailed plan

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	10	Meets or exceeds my expectations	Meets expectations
David Amsler	14	Meets or exceeds my expectations	No one person at 75% however a significant amount of staff serving Hutto at a large %.
Nick Angeli	15	Meets or exceeds my expectations	Satisfactory
Todd Meaker	11	Other	Large company with a lot of employee recourses. boasting 40% to 50% capacity.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially fits desired attributes	Great projects, but not very relevant to what we have upcoming for 2 yrs that we would have an OR on, which is really just Central Bypass. Potential interceptor relevance for FY29
David Amsler	8	Strongly fits desired attribute(s)	Had more than contact names, but just descriptions.
Nick Angeli	5	Partially fits desired attributes	No letters of recommendation or other methods of demonstrating client satisfaction.
Todd Meaker	6	Other	provided project description wit contact information for reference.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
14	10	6
10	15	5
20	14	8
16	11	6
15	**12.5**	**6.25**
↓	↓	↓
15	**12.5**	**6.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Broaddus & Associates

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	47	47	16
Nick Angeli	31	31	5
David Amsler	54	54	18
Todd Meaker	46	46	16
		Average:	**13.75**
			↓
Calculated:	**44.5**	**44.5**	**13.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	20	20	20
Nick Angeli	18	18	18
David Amsler	30	30	30
Todd Meaker	22	22	22
		Average:	22.5
			↓
Calculated:	22.5	22.5	22.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Good Justice Center/PD experience. Also looking for PW Facility experience - absent here.
David Amsler	30	Meets or exceeds my expectations	Wide mix of different portfolios managed.

Nick Angeli	18	Partially meets my expectations	Some relevant experience here, but it seems like several of these examples are managing the development of a CIP, or being construction managers, or participating in site test fits. I don't see many examples of start-to-finish owner's rep experience.
Todd Meaker	22	Other	provided multiple examples of Owners representative services for facilities.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Partially meets my expectations	More facility experience holistically across the team
David Amsler	18	Well-supported claim(s)	Overall staffing answer rather specific individuals, and experience.
Nick Angeli	5	Poor level of detail in response	No details offered for any of the individual personnel.
Todd Meaker	16	Other	Resumes indicate experience and certifications

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	16	Meets or exceeds my expectations	Very comprehensive approach.
David Amsler	18	Strongly fits desired attribute(s)	Strong approach but not tailored to our current needs.
Nick Angeli	12	Partially meets my expectations	Not specific enough.
Todd Meaker	16	Other	Well laid out best practices

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Partially meets my expectations	This section doesn't speak to specific people supporting Hutto or areas of support, i.e. design or construction.
David Amsler	10	Strongly fits desired attribute(s)	Generic answer rather than a breakdown for Hutto.
Nick Angeli	8	Partially meets my expectations	No availability outlined for specific team members.
Todd Meaker	9	Other	They strongly suggest their availability and ability but are not very clear on the availability. best I see is routine requests are addressed in 1 buidiness day and staff is available on short notice.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially meets my expectations	Reference #3 isn't relevant to what we're looking for
David Amsler	8	Strongly fits desired attribute(s)	Contacts and description given.
Nick Angeli	6	Partially meets my expectations	References have medium relevance.
Todd Meaker	5	Other	provides project information and contact information.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	9	6
12	8	6
18	10	8
16	9	5
15.5	**9**	**6.25**
↓	↓	↓
15.5	**9**	**6.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
Syncra, LLC

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	35	35	9
Nick Angeli	49	49	15
David Amsler	59	59	25
Todd Meaker	43	43	15
		Average:	**16**
			↓
Calculated:	**46.5**	**46.5**	**16**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	20	20	20
Nick Angeli	15	15	15
David Amsler	25	25	25
Todd Meaker	19	19	19
		Average:	19.75
			↓
Calculated:	19.75	19.75	19.75

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Experience identified not relevant to scope/Hutto. Like the sub consultant exposure on SWWTP with Hutto as construction support. Could be relevant on CWWTP Bypass.

David Amsler	25	Strongly fits desired attribute(s)	Wealth of experience and track record.
Nick Angeli	15	Other	Multiple bond programs here under relevant experience. We are not looking for an owner's rep to oversee our CIP program - just specific projects. Under the Trinity River Authority office campus, it says "closest analog to municipal facility work," but Syncra was only owner's rep for the construction phase. I would've liked to see more municipal project experience.
Todd Meaker	19	Other	good facility examples.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Partially meets my expectations	A lot of ISD experience, not a lot of CIP delivery identified with municipalities. Especially pertaining to budget and scope of a justice center. Some WWTP experience here is what is giving them points.
David Amsler	25	Meets or exceeds my expectations	Strong team available to support Hutto.

Nick Angeli	15	Partially meets my expectations	Experienced team, but not much municipal experience.
Todd Meaker	15	Other	primarily facilities. Rudick is showing work at the treatment plant.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	More insight into the how* pretty broad illustration. Like the monthly project status report illustration!
David Amsler	20	Meets or exceeds my expectations	Strong approach with defined milestones and reporting given.
Nick Angeli	16	Other	Would prefer a little more detail on the approach. I do appreciate the comment that their leaders have experience running owner organizations. Not sure how I feel though about the monthly status report proposal - monthly is not very frequent.
Todd Meaker	15	Other	standard approach.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	9	Partially meets my expectations	% capacity preferred, sufficient
David Amsler	8	Partially meets my expectations	Generic answer given.
Nick Angeli	12	Other	I'm glad there is a local satellite office, but it's unclear who works there and who works in DFW. It appears that there's plenty of capacity, but I would've appreciated a breakdown of individual staff members' availabilities.
Todd Meaker	8	Other	they indicate only having a few jobs and having the ability to office with Rudick but i was unclear on their response times and availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	3	Doesn't meet my expectations	ISDs/TRA - not very relevant
David Amsler	6	Mostly complete response	Contacts only.
Nick Angeli	6	Other	No municipalities.

Todd Meaker	5	Other	they provided reference contacts.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
14	9	3
16	12	6
20	8	6
15	8	5
16.25	**9.25**	**5**
↓	↓	↓
16.25	**9.25**	**5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Moreno Cardenas Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	38	38	6
Nick Angeli	36	36	10
David Amsler	66	66	25
Todd Meaker	53	53	18
		Average:	**14.75**
			↓
Calculated:	**48.25**	**48.25**	**14.75**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	14	14	14
Nick Angeli	5	5	5
David Amsler	30	30	30
Todd Meaker	21	21	21
		Average:	17.5
			↓
Calculated:	17.5	17.5	17.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	14	Partially meets my expectations	Somewhat relevant experience listed. Outside of Austin, not much regional experience. In terms of infrastructure, not strong road experience and we're definitely in need of utility experience.
David Amsler	30	Meets or exceeds my expectations	Has a strong team that could handle our type of work and has successfully done so in the past.
Nick Angeli	5	Doesn't meet my expectations	The submission says that you do owner's rep services, but none of the examples of experience say that you provided owner's rep services. Also, I don't like that only major cities like Austin and San Antonio are listed as examples.
Todd Meaker	21	Other	examples are primarily road and drainage with alot of discusion about their other experience.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Doesn't meet my expectations	Just not what we need in terms of upcoming projects, also some regional concerns.
David Amsler	25	Meets or exceeds my expectations	Robust list of qualifications and experience.

Nick Angeli	10	Other	Not enough detail offered for key personnel, including a breakdown of relevant projects each of them has worked on.
Todd Meaker	18	Other	well-rounded civil engineering team

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	Pretty good - would have liked to see a bit more detail on keeping the contractors in line and working with them on behalf of the city
David Amsler	20	Meets or exceeds my expectations	Understood our needs and tailored responses to fit them.
Nick Angeli	10	Partially meets my expectations	Not very impressive.
Todd Meaker	17	Other	well-rounded approach to management

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	Good availability and proximity to Hutto

David Amsler	15	Meets or exceeds my expectations	Had two staff members who could dedicated over 75% of their time to us.
Nick Angeli	15	Meets or exceeds my expectations	Main project manager is local and would be nearly completely dedicated time-wise to our needs.
Todd Meaker	13	Other	plenty availability per their chart

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	3	Doesn't meet my expectations	Always prefer letters but also, none of the references are other municipalities. I suppose El Paso water works, but El Paso is a) significantly larger and b) has a unique utility system
David Amsler	6	Mostly complete response	Did not provide any information on how their references evaluated their work.
Nick Angeli	1	Doesn't meet my expectations	These references are for someone at Texas Tech University, the president of an apartment rental agency, and the head of stormwater for the City of El Paso.
Todd Meaker	5	Other	good references little detail as to what the project or satisfaction level was

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
15	14	3
10	15	1
20	15	6
17	13	5
15.5	**14.25**	**3.75**
↓	↓	↓
15.5	**14.25**	**3.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
FDCS

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	36	36	13
Nick Angeli	48	48	14
David Amsler	53	53	20
Todd Meaker	41	41	12
		Average:	**14.75**
			↓
Calculated:	**44.5**	**44.5**	**14.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	18	18	18
Nick Angeli	18	18	18
David Amsler	20	20	20
Todd Meaker	22	22	22
		Average:	19.5
			↓
Calculated:	19.5	19.5	19.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Partially meets my expectations	Lots of fire experience - may be relevant. An example of a PD center.
David Amsler	20	Strongly fits desired attribute(s)	Strong experience but focused more on facility side of their experience.

Nick Angeli	18	Partially meets my expectations	Owner's rep experience on CMAR projects is good, but these examples are limited to fire stations in DFW. Would've liked to have seen more range of projects.
Todd Meaker	22	Other	good examples of facilities project management

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Partially meets my expectations	Resume sheets don't include project specific experience to help me understand if there is more PD experience
David Amsler	20	Strongly fits desired attribute(s)	Strong team but smaller than desired.
Nick Angeli	14	Partially fits desired attributes	Is there only one project manager and he is located in McKinney? Also, if that is the only project manager, he seems very fire station-focused.
Todd Meaker	12	Other	lots of examples of work i only see 3 resumes and I am not clear on how much support they have for engineering and architect questions.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Meets or exceeds my expectations	Well put together approach
David Amsler	15	High level of detail in response	Strong approach but not tailored to Hutto needs.
Nick Angeli	20	Meets or exceeds my expectations	No issues here.
Todd Meaker	14	Other	following good best practices model.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially meets my expectations	Pretty generic illustration. Unclear as to if there is a CTX presence
David Amsler	12	Strongly fits desired attribute(s)	One team member dedicated at 100% but then only 2 other staff members to assist.
Nick Angeli	10	Other	I appreciate the mention of same-day inquiry turnaround and 24-hour on-site mobilization - as well as the senior-led project governance model - but at the end of the day everyone is located 200 miles away.
Todd Meaker	9	Other	providing 24 hour turn around. i have concerns over staffing and availability.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	1	Doesn't meet my expectations	All fire references - not relevant to Hutto at this time.
David Amsler	6	Partially meets my expectations	Only contacts given.
Nick Angeli	4	Other	These are just three fire chiefs listed. No variety or details on what those references would say.
Todd Meaker	6	Other	provided references and a testimonial to their ability.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	6	1
20	10	4
15	12	6
14	9	6
16.25	**9.25**	**4.25**
↓	↓	↓
16.25	**9.25**	**4.25**

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Foster CM Group, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	29	29	5
Nick Angeli	44	44	10
David Amsler	53	53	22
Todd Meaker	52	52	21
		Average:	**14.5**
			↓
Calculated:	**44.5**	**44.5**	**14.5**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	3	3	3
Nick Angeli	10	10	10
David Amsler	25	25	25
Todd Meaker	26	26	26
		Average:	16
			↓
Calculated:	16	16	16

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	3	Doesn't meet my expectations	Not seeing CMAR experience identified explicitly on any projects, some on the resumes under Key Personnel. Only seeing (1) public safety project identified, and for a much* larger municipality at that.
David Amsler	25	Strongly fits desired attribute(s)	Strong proven track record, however wrong cover letter.
Nick Angeli	10	Other	First off, page 1 of this submission says it is intended for City of Irving. Also, the experience mentioned is for Cities much larger than us and mentions projects that will never be relevant to us, like airports and transit systems and schools.
Todd Meaker	26	Other	presenting a full list of projects including facilities and infrastructure projects.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Doesn't meet my expectations	While well qualified, only one Project Manager listed has any public safety experience. Or experience working with municipalities our size. Not seeing much PW experience or relevance to our upcoming CIP.

David Amsler	22	Strongly fits desired attribute(s)	Strong team.
Nick Angeli	10	Partially meets my expectations	A lot of experience listed here, but little of it is on projects similar to what we are expecting, or projects for Cities of a similar size as us.
Todd Meaker	21	Other	well-rounded team of professionals

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Very detailed and explicit approach, I much prefer this style of illustrated approach.
David Amsler	10	Partially fits desired attributes	Strong approach but not tailored to Hutto to the point it was an Irving submittal.
Nick Angeli	20	Meets or exceeds my expectations	No issues.
Todd Meaker	17	Other	sound managed plan

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	3	Doesn't meet my expectations	Significant variance in availability of team members. Also, current workloads for team members, with the exception of (1), isn't managing a project that in any mirrors what Hutto would have.
David Amsler	15	Meets or exceeds my expectations	Two or more members available to Hutto, maybe Irving 100% of the time.
Nick Angeli	8	Other	That's great that the firm has 19 owner's reps, but I'm not quite sure if the six that are listed on page 29 are the ones in Central Texas and that's why they are listed and the others aren't? Also how do three of them have 10% availability, and then two of them are completely available?
Todd Meaker	9	Other	most of their staff is only 10% available unless you need facilities or utilities

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	1	Doesn't meet my expectations	No specific reference letters, similar projects in scope & budget are few and far between
David Amsler	6	Partially meets my expectations	Contacts only.

Nick Angeli	6	Partially meets my expectations	Two of the three references being San Antonio/Bexar County does not mean much since we are a much smaller entity.
Todd Meaker	5	Other	references were provided

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
20	3	1
20	8	6
10	15	6
17	9	5
16.75	**8.75**	**4.5**
↓	↓	↓
16.75	**8.75**	**4.5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Rider Levett Bucknall

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	36	36	14
Nick Angeli	21	21	4
David Amsler	58	58	25
Todd Meaker	42	42	18
		Average:	**15.25**
			↓
Calculated:	**39.25**	**39.25**	**15.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	18	18	18
Nick Angeli	6	6	6
David Amsler	30	30	30
Todd Meaker	19	19	19
		Average:	18.25
			↓
Calculated:	18.25	18.25	18.25

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Partially meets my expectations	Many projects identified are significantly larger than PD or potential PW project. Concerns about them scaling down to our degree.

David Amsler	30	Meets or exceeds my expectations	Strong wide depth of experience.
Nick Angeli	6	Doesn't meet my expectations	I don't love that the majority of the projects used as examples are out-of-state and that the only Texas example is the expansion of the Austin convention center, which is nothing like anything we will ever do in Hutto.
Todd Meaker	19	Other	owners rep on some facilities and support on a treatment plant

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Partially meets my expectations	A lot of private experience. What public experience is captured here, are major projects in Austin or other large cities (Houston, Phoenix)
David Amsler	25	Meets or exceeds my expectations	Strong experienced team.
Nick Angeli	4	Doesn't meet my expectations	Mostly private development experience listed for this personnel.
Todd Meaker	18	Other	good list of management specialists

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Partially meets my expectations	Nothing here really differentiates them from other responses. Somewhat abbreviated.
David Amsler	18	Strongly fits desired attribute(s)	Strong approach and understating of our needs.
Nick Angeli	15	Other	Would've appreciated more detail here but no big issue.
Todd Meaker	15	Other	good approach to management

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Mostly complete response	Prefer to have the capacity % illustration captured here.
David Amsler	10	Strongly fits desired attribute(s)	Too generic of an answer.
Nick Angeli	2	Doesn't meet my expectations	It's not clear to me which staff members are local and which are not, and this capacity & availability page does not list out the availability of specific team members, or any specifics on current workload.

Todd Meaker	9	Other	they boast a large national organization but provided no way for me to gauge availability.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	3	Doesn't meet my expectations	Unsure as to how to review references in Bonfire, they should have been submitted with SOQ.
David Amsler	5	Partially fits desired attributes	Did not see the references myself but claimed to have submit via bonfire, score adjustment here may be needed.
Nick Angeli	0	Incomplete response	References not included in packet.
Todd Meaker	0	Other	there is no information here for me to review.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
13	6	3
15	2	0
18	10	5
15	9	0
15.25	**6.75**	**2**
↓	↓	↓
15.25	**6.75**	**2**

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Square One Consultants

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	25	25	5
Nick Angeli	46	46	10
David Amsler	45	45	15
Todd Meaker	44	44	15
		Average:	**11.25**
			↓
Calculated:	**40**	**40**	**11.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	8	8	8
Nick Angeli	15	15	15
David Amsler	15	15	15
Todd Meaker	20	20	20
		Average:	14.5
			↓
Calculated:	14.5	14.5	14.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	8	Doesn't meet my expectations	Cedar Park, Lakeway, relevant exp. The projects referenced though aren't even in the ballpark of our Justice Center.

David Amsler	15	Partially meets my expectations	Focused in facilities and trails rather than roads and water.
Nick Angeli	15	Partially meets my expectations	Some major facilities experience here, but not all of it is particularly relevant to the kinds of facilities we would be building here at the City of Hutto.
Todd Meaker	20	Other	variety of example of facilities. all local to the Austin area.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Doesn't meet my expectations	No relevant municipal project exp that mirrors our JC scope and size. Outside of RR fire stations.
David Amsler	15	Partially meets my expectations	Not as large as desired for our needs.
Nick Angeli	10	Other	Not very many municipal projects listed under these staff members' experience.
Todd Meaker	15	Other	Very lean list of resumes. having to read further to know they are owned By Raba Kistner and have access to 41 PM's

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	10	Partially meets my expectations	Mostly satisfactory response
David Amsler	15	Strongly fits desired attribute(s)	Good approach but not tailored to Hutto
Nick Angeli	16	Meets or exceeds my expectations	No significant issues here.
Todd Meaker	15	Other	very detail proposal

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	8	Partially meets my expectations	% illustration always preferred.
David Amsler	9	Partially meets my expectations	Generic answers given
Nick Angeli	13	Meets or exceeds my expectations	Appreciate that most of the project managers are local and that this proposal outlines response times. Would have preferred availability outlined for specific team members, as well as what the current workload looks like.
Todd Meaker	9	Other	they have 35% availability with availability to add 3-5 projects.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	2	Doesn't meet my expectations	Not relevant references
David Amsler	6	Partially meets my expectations	Only contacts given.
Nick Angeli	7	Other	Would like more detail here on what all Square One has done for these entities.
Todd Meaker	5	Other	3 good contacts for references but no supporting documents.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
10	8	2
16	13	7
15	9	6
15	9	5
14	**9.75**	**5**
↓	↓	↓
14	**9.75**	**5**

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Westwood Professional Services, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	14	14	0
Nick Angeli	30	30	5
David Amsler	64	64	25
Todd Meaker	48	48	17
		Average:	**11.75**
			↓
Calculated:	**39**	**39**	**11.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	0	0	0
Nick Angeli	8	8	8
David Amsler	20	20	20
Todd Meaker	20	20	20
		Average:	12
			↓
Calculated:	12	12	12

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Just not relevant experience?
David Amsler	20	Strongly fits desired attribute(s)	Facility focused rather than CIP.

Nick Angeli	8	Doesn't meet my expectations	CMAR delivery facility experience, but none of these examples are municipal projects. They all appear to be educational facilities or healthcare facilities.
Todd Meaker	20	Other	good examples but none of them are local. all were in Dallas and all were facilities.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Not relevant experience
David Amsler	25	Meets or exceeds my expectations	Has a strong team that could handle our type of work and has successfully done so in the past.
Nick Angeli	5	Doesn't meet my expectations	Not satisfied with the relevant experience of the specified personnel.
Todd Meaker	17	Other	staff resumes look good for facilities

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	7	Partially meets my expectations	Sufficient

David Amsler	18	Strongly fits desired attribute(s)	Strong approach.
Nick Angeli	18	Meets or exceeds my expectations	Appreciate the mention of project management software knowledge.
Todd Meaker	15	Other	methodology for their approach seems sound.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially meets my expectations	Prefer % availability illustrations
David Amsler	15	Meets or exceeds my expectations	Timeline commitments and 2 people dedicated to Hutto 100% of the time.
Nick Angeli	0	Doesn't meet my expectations	None of the listed personnel are in Central Texas and most of them say 25% availability.
Todd Meaker	11	Other	large staff is offering mostly 25% availability assigned project Manager is showing 100% availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	1	Doesn't meet my expectations	(1) somewhat local municipality referenced. Respective project though wasn't relevant to Hutto

David Amsler	6	Partially meets my expectations	Only contacts provided.
Nick Angeli	7	Other	Two of the three references are municipalities, but it's not specified here what the projects performed for these entities were.
Todd Meaker	5	Other	good example with no reference documentation.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
7	6	1
18	0	7
18	15	6
15	11	5
14.5	**8**	**4.75**
↓	↓	↓
14.5	**8**	**4.75**

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Cumming Management Group, Inc

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	12	12	0
Nick Angeli	30	30	5
David Amsler	53	53	20
Todd Meaker	46	46	15
		Average:	**10**
			↓
Calculated:	**35.25**	**35.25**	**10**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	0	0	0
Nick Angeli	20	20	20
David Amsler	20	20	20
Todd Meaker	20	20	20
		Average:	15
			↓
Calculated:	15	15	15

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Awesome experience, but not relevant to anything upcoming for Hutto
David Amsler	20	Strongly fits desired attribute(s)	Facility focused.

Nick Angeli	20	Other	Has some experience with CMAR projects and some municipal facilities experience but none of the examples are in the Austin metro, and parking garages, arts facilities, and educational facilities are not on our horizon.
Todd Meaker	20	Other	relevant facilities management experience

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Qualified team but again, little to no relevant experience for municipal projects OR PD/PW Facilities
David Amsler	20	Strongly fits desired attribute(s)	Strong team but not as large as desired.
Nick Angeli	5	Doesn't meet my expectations	The listed personnel provide experience with clinics and hotels and office buildings, but very few municipal capital projects
Todd Meaker	15	Other	Large company with a lot of recourses not as impressed with the resumes for the team assigned to us.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	12	Partially meets my expectations	Good CMAR experience. Decent detail explanation for approach.
David Amsler	20	Meets or exceeds my expectations	Strong approach.
Nick Angeli	20	Meets or exceeds my expectations	No issues here.
Todd Meaker	15	Other	referenced approach is relevant for owners Representative

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Regional support is mentioned but they aren't close to Hutto and don't have a presence in Austin-area.
David Amsler	6	Partially meets my expectations	Generic answer and not tailored.
Nick Angeli	5	Partially fits desired attributes	No specific outline of expectations that would be appropriate for how long certain things should receive responses etc. Also, the nearest office is Waco, which is not local.

Todd Meaker	10	Other	blanket statement about their large staff and availability to respond within 24 hours

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Not aligned with Hutto needs
David Amsler	7	Strongly fits desired attribute(s)	Gave details but limited.
Nick Angeli	0	Doesn't meet my expectations	Two of the three references are from City of Waco and one of them is from a hospital director. Also, there's typos in here.
Todd Meaker	6	Other	provided contact info and description of projects.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
12	0	0
20	5	0
20	6	7
15	10	6
16.75	**5.25**	**3.25**
↓	↓	↓
16.75	**5.25**	**3.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
Cullen Construction Management, WBE

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	19	19	5
Nick Angeli	15	15	0
David Amsler	46	46	20
Todd Meaker	43	43	15
		Average:	**10**
			↓
Calculated:	**30.75**	**30.75**	**10**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	0	0	0
Nick Angeli	5	5	5
David Amsler	25	25	25
Todd Meaker	19	19	19
		Average:	12.25
			↓
Calculated:	12.25	12.25	12.25

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Experience doesn't align with Hutto needs
David Amsler	25	Strongly fits desired attribute(s)	Has a strong team that could handle this type of work and has done so successfully in the past.

Nick Angeli	5	Doesn't meet my expectations	Austin Convention Center is nothing like anything we will construct. An entertainment district in Illinois is not relevant either. Neither are residential or educational facilities.
Todd Meaker	19	Other	relevant management experience but primarily buildings not infrastructure examples.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Doesn't meet my expectations	Experience captured above isn't relevant to Hutto's upcoming needs
David Amsler	20	Strongly fits desired attribute(s)	Strong overall team.
Nick Angeli	0	Doesn't meet my expectations	No relevant experience.
Todd Meaker	15	Other	not demonstrating a lot of public infrastructure examples.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Mostly complete response	Strong CMAR experience. General project approach thoguh that doesn't set them apart from another.

David Amsler	12	Partially meets my expectations	Has the experience but did not tailor their approach to how they would serve Hutto or demonstrate an understanding of our specific needs.
Nick Angeli	10	Partially meets my expectations	Not enough detail.
Todd Meaker	15	Other	shows diversity in how they could help represent the City

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Medium level of detail in response	While I appreciate brevity, there's no illustration of capacity and what that looks like
David Amsler	8	Partially meets my expectations	They gave a generic answer.
Nick Angeli	5	Partially meets my expectations	The vast majority of their staff is not local.
Todd Meaker	8	Other	3 people in the area to draw from. not clear on their availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	0	Doesn't meet my expectations	Not relevant
David Amsler	6	Partially meets my expectations	Had them but not in depth what they would or did say.
Nick Angeli	0	Doesn't meet my expectations	Only one of these references is municipal and they are in Illinois.
Todd Meaker	5	Other	all facilities no real infrastructure examples.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
9	5	0
10	5	0
12	8	6
15	8	5
11.5	**6.5**	**2.75**
↓	↓	↓
11.5	**6.5**	**2.75**

AGENDA ITEM REPORT
10.5.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-195 approving a Master Services Agreement with Johnson, Mirmiran and Thompson, Inc. (JMT), for Owner's Representative services and authorizing the City Manager to execute the agreement and individual project orders, additional services agreements, and change orders in amounts less than $50,000. (Kate Moriarty)
Meeting:	Thursday, October 1, 2026
Department:	City Manager /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

The City issued a solicitation for qualified firms to provide Owner's Representative services in support of the City's Capital Improvement Program and other assigned projects. A total of eighteen (18) firms submitted qualifications for consideration.

Following evaluation of the submissions, the three highest-scoring firms were:
WSB, LLC
Johnson, Mirmiran & Thompson, Inc. (JMT)
AG|CM, Inc.
Staff recommends establishing Master Services Agreements (MSAs) with each of the three highest-scoring firms. Establishing multiple MSAs will provide the City with flexibility to assign Owner's Representative services based on project needs, firm qualifications and expertise, availability, and workload.

Approval of an MSA does not guarantee any minimum amount of work or compensation to a firm. Services will be authorized on a project-by-project basis through individual project orders or other applicable authorizations under the MSA.

Schedule of Events

Event	Deadline
Solicitation Issuance	8/3/2026
Pre-Submittal Conference	8/12/2026
Deadline for Question Submittal	8/19/2026
Submission Deadline	8/26/2026
Notice of Intent to Award	~~8/31/2026~~ **9/15/2026**
Tentative Award Date	~~9/17/2026~~ **10/1/2026**

AGENDA ITEM REPORT
10.5.

The establishment of Owner's Representative MSAs also supports the City's Strategic Plan initiative 1A – Capital Improvement Program (CIP) Milestone Oversight, including establishing defined project milestones from design through completion and implementing centralized project tracking to improve monitoring of project timelines, progress, and accountability. Owner's Representative services provide additional project management capacity and oversight to support consistent delivery of the City's capital program.

STAFF RECOMMENDATION:

Approve as presented.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. 2026.9.18_OR_MSA_RES DRAFT
2. NoticeOfIntentToAward - JMT
3. MSA - JMT
4. City of Hutto COI
5. JMT_1295_Redacted
6. OR - Scoring Summary

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MASTER SERVICES AGREEMENT WITH JOHNSON, MIRMIRAN AND THOMPSON, INC. (JMT)FOR OWNERS REPRESENTATIVE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER SERVICE AGREEMENT AND INDIVIDUAL PROJECT ORDERS, ADDITIONAL SERVICES AGREEMENTS, OR CHANGE ORDERS IN AN AMOUNT LESS THAN $50,000; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, 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 solicited qualifications from qualified firms to provide Owner's Representative services for City capital improvement projects; and

WHEREAS, JMT, Inc. was identified as one of the highest-scoring firms through the City's evaluation and selection process; and

WHEREAS, the City Council finds that entering into a Master Services Agreement with JMT, Inc. will provide the City with qualified professional support for the coordination and delivery of capital improvement projects.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the master services agreement, **Attachment A,** a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Manager is hereby authorized to take all actions necessary to implement the terms and intent of this Resolution and the agreement,

including ensuring compliance with applicable City policies, procedures, and funding requirements.

SECTION 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1 of October, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

September 16, 2026

JMT
Jennifer Shell
Via Fortuna, Suite 575
Austin, TX 78746

Delivered via email to jshell@jmt.com

NOTICE OF INTENT TO AWARD

Dear Ms. Jennifer Shell:

Your proposal submitted on August 26, 2026, for **Owner's Representative Services** has been selected for recommendation to the City Council for consideration of contract award at its meeting scheduled for October 1, 2026.

To facilitate contract execution, please provide the following documents electronically within 2 (two) business days of receipt of this notice:

Please complete and deliver the following items via electronic format:

- One (1) executed copy of the Notice of Intent to Award (NOIA).
- One (1) executed copy of the Master Service Agreement (MSA).
- One (1) copy of the Certificate of Insurance showing coverage in accordance with the MSA.

Sabrina Manning
Purchasing Officer
City of Hutto
500 W. Live Oak St.
Hutto, TX 78634

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledge by:

Contractor: JMT

This the 17th day of September, 2026.

By: Jennifer Shell

Title: Vice President

You are required to return an acknowledged copy of the NOTICE OF INTENT TO AWARD to the City of Hutto.

EXHIBIT "A" FORM MSA

OWNER'S REPRESENTATIVE SERVICES MASTER SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO AND Johnson, Mirmiran & Thompson, Inc.

THIS OWNER'S REPRESENTATIVE SERVICES MASTER SERVICES AGREEMENT, (the "Agreement"), is executed this _____day of _____, 2026 by and between the City of Hutto, Texas (the "City") and Johnson, Mirmiran & Thompson, Inc. ("the Consultant").

RECITALS

The City and Johnson, Mirmiran & Thompson, Inc. (JMT) desire to set forth the general terms and conditions whereby JMT, a Maryland corporation or an affiliated company thereof will be engaged to provide professional consulting services on one or more City of Hutto constructions projects with respect to each engagement (the "Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of JMT the IPO shall incorporate the terms and conditions of this Agreement as if the affiliated company were a Party to this Agreement. As used herein, "Consultant" shall refer to JMT or an affiliated company executing an IPO. Consultant shall provide a list of affiliated companies to the City and keep that list current through the life of this Agreement, including any extension hereof.

AGREEMENT

(1) Scope of Services and Additional Services Agreement.

The undertaking of the Consultant to perform professional services under this Agreement extends only to the services and costs set forth in Attachment "A" and/or a specific IPO as to any specific Project ("the Services"). However, if requested in writing by the City and agreed in writing by the Consultant, the Consultant shall perform Additional Services not to exceed Fifty Thousand Dollars, ($50,000.00), which shall be governed by this Agreement unless otherwise agreed to in writing in an Additional Services Agreement approved by the Hutto City Council. The City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses attributable solely to a Project for Additional Services including telecommunications, in-house reproduction, postage, supplies, project-related computer time, and local mileage. Other direct expenses will be billed at 1.00-times cost (passed through without markup). All Additional Services shall be in writing and subject to 6(e). Non-Appropriation and Fiscal Funding. The City Manager or designee shall have the authority to

execute the IPO and Additional Services Agreement provided that funds are available and budgeted in Fiscal Year 2026/2027 and 2027/2028.

(2) City's Responsibilities.

In addition to other responsibilities imposed on the City elsewhere in this Agreement or imposed by law, the City shall have the following responsibilities:

a) Designate in writing a person to act as the City's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions other than changes in the scope of Services, expiration date of this Agreement, authorization of an IPO, or changes in payment terms.

b) Provide to Consultant all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

c) Assist Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

d) Furnish the following to Consultant, as required for performance of Consultant's Services (except to the extent provided otherwise in the relevant IPO):

(1) data prepared by or services of others, including without limitation borings, probings, subsurface explorations, hydrographic surveys, laboratory tests, inspection of samples, materials, and equipment;

(2) appropriate professional interpretations of all of the foregoing from a duly licensed and/or registered professional qualified to render such interpretation if licensure or registration is required by law;

(3) environmental assessments and impact statements;

(4) property, boundary, easement, right-of-way, topographic and utility surveys;

(5) property descriptions;

(6) any zoning, deed, and other land use restrictions; and

(7) other special data or consultations; all of which Consultant may use and rely upon.

e) Provide Consultant with surveys necessary to establish reference points for construction (except to the extent provided otherwise in the relevant IPO).

f) Arrange for access to and make all commercially reasonable provisions for the Consultant to enter upon public and private property as required for the Consultant to perform Services, unless acquiring an easement in or commencing any condemnation of private property would be necessary to obtain access.

g) Examine, review, and opine on, or cause be examined, reviewed, and opined on by a duly licensed and/or registered professional qualified to render such examinations, reviews, and opinions, if licensure or registration is required by law, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination, review, and opinion, and render in writing decisions pertaining thereto within a reasonable time so as not to unreasonably delay Consultant Services. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents reasonably promptly unless the delay is due to defects or omissions in the Consultant's submissions.

h) Furnish approvals and permits for all government authorities having jurisdiction and permits for all government authorities having jurisdiction over the Project to the extent the City is entitled to such approvals and permits, and such approvals and consents from others as may be necessary for the completion of the Project, if available on commercially reasonable terms.

i) Provide or cause to be provided by qualified professionals to Consultant such accounting, independent cost estimating and insurance consulting as the City may require.

j) Attend and/or facilitate the pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of or for Consultant's services, or any defect or nonconformance in any aspect of the Project, without prejudice to the Consultant's duty to notify the City's representative of such.

l) Follow appropriate City procedures to request the City to bear all costs incidental to compliance with the requirements of this paragraph.

(3) Consultant's Rights and Responsibilities

In addition to other responsibilities described in this Agreement or imposed by law, the Consultant shall have the following responsibilities:

a) Independent Contractor.

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

(1) Consultant has the right to perform services for others during the term hereof.

(2) Consultant has the sole right to control and direct the means, manner and method by which Services required by this Agreement will be performed.

(3) Consultant has the right to hire subcontractors, or to use its employees to provide the Services required by this Agreement.

(4) Consultant or its employees or subcontractors shall perform Services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

(5) Neither Consultant, its employees, nor its subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.

(6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the Services required by this Agreement.

(7) Neither Consultant, its employees, nor its subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, workers compensation, or other employee benefit plan of the City.

b) Give prompt written notice to the City's representative whenever the Consultant observes or otherwise becomes aware of any development that affects the scope, timing, or payment of or for Consultant's services, or any defect or nonconformance in any aspect of the Project, without prejudice to the City's duty to notify the Consultant of such.

(4) Period of Services.

a) This Agreement expires on the end of the sixth calendar month following final acceptance by the City of all Projects procured under this Agreement unless the Parties agree in writing before said expiration date to a different expiration date.

b) The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Projects through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended, and compensation increased, as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(5) Compensation for Services.

a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

b) The City shall pay the Consultant an amount based upon the Consultant's latest hourly rates as reported in the latest written schedule to be provided by the Consultant of employee rates by name or title who is to participate in providing Services, (the "Schedule") or unless otherwise stated in an IPO, plus an amount to cover certain actual direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00-times cost (passed through without markup). The Consultant will provide the City with a Schedule and update it with any changes.

c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question or Schedule. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall not be the liability of the City.

(6) Prompt Payment Act.

a) In accordance with Texas Government Code Chapter 2251 (the "Prompt Payment Act"), invoices shall be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt and should include the invoice number and project number. Interest will be added to accounts not paid within thirty (30) days of the City's receipt of Consultant's invoice at the rate provided for by the Prompt Payment Act beginning on the 31st day. If the City fails to make any payment that is not disputed with the above timeframe as provided for in the Prompt Payment Act, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full. Due dates and interest assessments for payment will be adjusted to conform to any relevant future amendments or supersession of the Prompt Payment Act.

b) If the City relies on payment or proceeds from a third party to pay Consultant, and City does not pay Consultant's invoice within sixty (60) days of receipt, Consultant may communicate directly with such third party to secure payment.

c) If the City disputes any charge in an invoice, the City shall notify the Consultant in writing providing the details of the dispute within twenty-one (21) days of receipt of the invoice. If the City disputes a portion of the invoice, payment for the undisputed portion shall be due in accordance with paragraph 6(a).

d) If the Consultant initiates legal proceedings to collect payment to the prevailing Party may recover its actual and reasonable attorneys' fees, experts' fees, and court costs.

e) Non-appropriation and Fiscal Funding.

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Consultant a written notice of termination at the end of its then current fiscal year.

(7) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant in rendering Services, (the "Documents") are related exclusively to the Services described in this Agreement. The Documents are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Documents not containing an electronic seal are provided for the convenience of the City, and use of the Documents is at the City's sole risk. In the case of any defects in the Documents or any discrepancies between the Documents and the hardcopy of the Documents prepared by the Consultant, the hardcopy of the Documents shall govern. Data stored in electronic media format may deteriorate or may be modified without the Consultant's authorization. The City has sixty (60) days from the date of receipt of the Document to perform acceptance tests.

(8) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services

furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications of Consultant and represent Consultant's reasonable judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by the Consultant. The City may employ an independent cost estimator to determine estimated costs.

(9) Termination.

a) The obligation to provide further services under this Agreement may be terminated for convenience or for default by either Party upon seven (7) calendar days' written notice.

b) If Consultant defaults in performance of this Agreement and if the City terminates this Agreement for such default, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other relevant factors will affect the value to the City of the work performed at the time of default.

c) Consultant shall not be entitled to any consequential damages nor lost or anticipated profits for work when an Agreement is terminated hereunder.

(10) Insurance.

a) The Consultant at Consultant's sole cost shall provide Workers' Compensation insurance as required by law, professional liability insurance, and general liability insurance in the amount of One-Million Dollars, ($1,000,000.00). If the City directs the Consultant to obtain increased insurance coverage, the Consultant shall obtain such additional insurance if available at the City's expense as agreed to in an Additional Services Agreement or IPO.

b) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance on an occurrence basis with no burn-off in the minimum amount of one million dollars ($1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within five (5) business days of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer, and the policy will require the insurance company to give the same notice to the City.

c) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's

own expense, the same stipulated minimum insurance required in this Agreement for the Consultant.

d) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance. City shall also be entitled upon request and without expense to obtain from the Consultant true and complete copies of all insurance policies required by this Agreement or by Additional Services Agreement or IPO.

e) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

(1) Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.

(2) Terms "the City" or "the City of Hutto" shall include all authorities, boards, commissions, departments, and officers of the City and individual members, employees and agents in their official capacities, or while acting on behalf of the City of Hutto.

(3) Consultant and the City mutually waive subrogation rights each may have against the other for loss or damage, to the extent same is covered by the proceeds of insurance.

f) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

h) Each policy shall require that notices required by 10(b) be sent to:

City Manager or City Manager Designee
500 W. Live Oak Street
Hutto, Texas 78634
Kate.Moriarty@HuttoTX.gov

(11) Standard of Care and Warranty

a) The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by professional engineers performing the same or similar professional services in the same locality at the time the professional services are provided. Consultant warrants that all services performed hereunder shall be performed consistent with prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this warranty.

b) If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

c) Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out of state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

(12) Release, Indemnification, Hold Harmless and Defense

a) **TO THE EXTENT NOT PROHIBITED BY LAW, CONSULTANT, AND CONSULTANT'S SUCCESSORS AND ASSIGNS HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS CURRENT AND FUTURE CITY COUNCIL, CITY COUNCIL MEMBERS, AND CITY OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, LIENS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER POTENTIAL OR ASSERTED, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES, REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR OMISSION OF CONSULTANT, INCLUDING THE NEGLIGENCE OF CONSULTANT OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN GROSS NEGLIGENCE, SUBJECT TO THE TERMS OF THIS SECTION. CONSULTANT SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE**

CAUSED BY THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, THE CONSULTANT'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO CONSULTANT'S OWN PERCENTAGE OF RESPONSIBILITY. CONSULTANT'S DUTY TO DEFEND IS NOT REDUCED OR LIMITED BY APPORTIONMENT OF LIABILITY.

b) The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity except for the indemnified City Council, City Council Members, and City officers, agents, servants and employees. Consultant shall advise the City in writing within twenty-four (24) hours after Consultant learns of any claim or demand against the City or Consultant related to or arising out of Consultant's activities under this Agreement.

c) Consultant shall not settle any claim against the City or against any entity or individual indemnified under this Article without the prior written consent of the City Manager and City Attorney. The City Attorney has the right to disapprove any attorneys designated by Consultant to handle any litigation within the scope of this Article and to receive reasonable notice of Consultant's choice of such attorney. The City may retain one or more attorneys to represent the City or any entity or individual that is entitled to indemnity or defense under this Article at the City's own expense and at no expense to Consultant.

d) Any and all claims against the City or other entity or person indemnified hereunder by Consultant, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant.

e) Should any of Consultant's services not conform to the requirements of this Agreement, then the City shall provide written notification of nonconformity to Consultant and provide a reasonable cure period; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth by the City, then this Agreement may be terminated for default.

f) In no event will Consultant be liable for any loss, damage, cost or expense attributable solely to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

g) Consultant shall not be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (excluding the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this

Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to providing professional services in accordance with this Agreement.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions in rendering any Services. Consultant's Services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its Services.

(16) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant except as expressly provided in insurance policies required by (10) Insurance, and in (12) Release, Indemnification, Hold Harmless and Defense, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party except to the extent of such insurance and indemnity provisions. The City shall not assign or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the

Consultant shall use reasonable care to maintain the confidentiality of such identified material. Confidential information shall not include and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. Confidential information is subject to the Texas Public information Act.

(18) Miscellaneous Provisions.

a) Applicable Law; Enforcement: Venue.

This Agreement and any Additional Services Agreement and IPO is to be governed by the law of the State of Texas. Exclusive venue for any legal proceeding under this Agreement shall be in a court sitting in Williamson County, Texas, where the City's principal administrative offices are located. This Agreement and each executed Additional Services Agreement and IPO contain the entire and fully integrated agreement between the Parties regarding the respective the subject-matter thereof, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral.

b) Amendments

Except as provided in (1) Scope of Services, IPO or an Additional Services Agreement less than Fifty Thousand Dollars, ($50,000.00), this Agreement can be amended only by a written document executed by both the Consultant and the City.

c) Severability.

Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

d) Financial Interest Prohibited.

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or

required under this Agreement.

e) Exclusive Agreement.

The parties understand and expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

f) Dispute Resolution

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute informally but either Party may compel non-binding mediation with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the City shall select one mediator and Consultant shall select one mediator and those two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

g) Force Majeure

Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; due to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters, pandemics or other casualties, strikes or other labor troubles, which render commercially impossible the performance under this Agreement by a Party.

h) Assignment

Consultant shall not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Manager or designee. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee, or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of

any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Section 9 Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

(i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS

(1). HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict of interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

(2) No Boycott of Israel; No Terrorist Organization.

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. 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, "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.

The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
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 the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

A. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

B. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(j) Compliance

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, ordinances and regulations.

(k) Legal authority

The signer of this Agreement for Consultant represents, warrants, assures, and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions, and obligations herein contained.

(l) Parties Bound

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, Managers, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

(m) Captions

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

(n) Incorporation of Exhibits

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes.

IN WITNESS HEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF HUTTO, TEXAS	JMT
BY: _____	BY: _____
James Earp, City Manager	Jennifer Shell, Vice President
DATE: _____	DATE: 9-17-26

ATTEST:

_____

Laura Hallmark, City Secretary

EXHIBIT "A" FORM MSA

STATE OF TEXAS §

§

COUNTY OF Travis §

This instrument was acknowledged before me, the undersigned authority, this 17 day of Sep, 2026, by Jennifer Shell, as Vice President on behalf of JMT

[Seal]

GABRIELLA PAZ
My Notary ID # 135525565
Expires July 29, 2029

Notary: _____

License Expires: July 29, 2029

VERIFICATION

STATE OF TEXAS §

§

COUNTY OF _____ §

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of JMT for the purpose of making this verification, and that all representations in paragraph of the foregoing Agreement, incorporated herein by this reference, are true.

Agent's Signature: _____

Printed Name: Jennifer Shell

Title: Vice President

APPROVED AS TO FORM

_____

Dorothy Palumbo, Hutto City Attorney

Attachment A

Scope of Services

Exhibit D
SCOPE OF SERVICES

RFQ Rotation LIST FY2025

The City of Hutto (hereinafter the "City") intends to engage a firm to provide Owner's Representative Services for the planning or design or construction management, or general engineering services or the City may engage the Owner's Representative to support other City facility related projects as desired, including oversight of new facilities. The Owner's Representative will oversee the planning, design and construction of all aspects of one or more projects.

As a condition to the contract award, the selected Owner's Representative is required to enter into an agreement with the City of Hutto for the performance of the services defined herein.

The selected Owner's Representative shall not be permitted to bid on or perform any of the actual construction on the project, nor shall any construction firm control or be partially owned by the Owner's Representative be allowed to bid on or perform work on the project. The Owner's Representative shall be allowed to provide basic services for which specific reimbursement provisions are included in the general conditions to the Owner's Representative's contract with the City. The actual construction work on the project shall be awarded through a competitive bid process.

The Owner's Representative, in general, shall have primary management responsibility for the project and shall coordinate all project matters. As such, the Owner's Representative shall serve as the City's main point of contact and liaison between the architect/engineer, general contractor and other consultants and vendors throughout the duration of the project. The Owner's Representative shall advocate for the City's interests of quality, timely and cost-sensitive design and construction while maintaining professional relationships with all consultants, partners and vendors.

The Owner's Representative will be responsible for overseeing the delivery of the project at the best and lowest price in the marketplace and the highest degree of functionality and quality. However, the Owner's Representative will not replace the architect/engineer, general contractor, and other consultants, though the Owner's Representative may provide evaluations and recommendations on the same.

The Owner's Representative shall be able to perform all services identified on Exhibit D – Scope of Services, for the project.

1. **Objective:**

The City of Hutto anticipates selecting a firm to provide Owner's Representative services for the Engineering department. The selected firm will accommodate the design of civil engineering projects of a general or routine scope or, in some cases, have a critical schedule or are of an emergency nature.

2. **Anticipated Services:**

The work provided under this General Civil Engineering Services Rotation List will include projects of various scopes and sizes, generally anticipated to include the following:

Phase 1 – General Services

a. Schedule and conduct meetings to discuss such matters as procedures, progress, issues, problems, and scheduling.
b. Attend a progress meeting to provide Project updates to Owner.
c. Attend weekly progress meetings during construction and provide progress meeting minutes provided by GC.
d. Coordinate with Architect, Owner and GC.
e. Enrollment of the buildings in an Energy Trust of Oregon incentive program.
f. Evaluate aspects of the proposed buildings related to sustainability.
g. Assist with value engineering analysis, if needed.

Phase 2 – Project Delivery and Contract Management

The scope of the anticipated projects may be pre-defined, and the usual preliminary report phase generally associated with these types of projects may not be necessary. It is intended that a clear, well-defined scope will be reviewed with the selected professional engineering firms; a proposal including costs be developed and submitted by the engineer; and the work proceed immediately upon written authorization to proceed. Consultant services relating to project permits, bid document preparation or construction services will be determined at the time of the scope meeting. Special reports addressing environmental or other issues will be handled the same way. Work scopes should include engineers to utilize City Master Plans for comprehensive development, without request of additional services after progression of project. A Microsoft Project Schedules will be required with scope/fee proposal. Be advised, City may request acceleration of scheduled deliverables based on City Council, Management, or City need. All work tasks as proposed will be completed in the same fiscal year, unless otherwise noted or requested by the City. Additionally tasks may include, but not limited to:

a. Evaluate the existing construction cost estimate and further refine and update as
b. needed.
c. Prepare "Milestone" schedule.
d. Recommend Project delivery system: traditional design/bid/build, modified
e. design/bid/build with prequalified construction firms, or Construction
f. Manager/General Contractor (CM/GC).
g. If an alternative delivery/building process is selected, successfully complete the
h. necessary documents such as “Finding of Fact.”
i. Interface with the City of Wilsonville’s Community Development Department
j. regarding permits and attend all associated meetings.
k. Review "Constructability" and "Construction Phasing" issues.

Contract Management roles may include:

a. Review/advise on preparation of construction contract documents.
b. Review/prepare bid packages.
c. Develop scheduling and contract administration clauses for inclusion into the contract documents

Phase 2 – Design

The selected professional engineering firms shall, upon specific written authorization, coordinate and collaborate with the entire team, whether selected as a City Rotation List consultant or recommended consultant by selected firm, to conduct or otherwise acquire the

necessary field surveys, soils, and peripheral investigations for final designs. The Team firms shall prepare detailed final design plans, specifications utilizing City Standards, or other regulatory standards as approved if city standards are not available; contract documents, cost estimates and permit support as needed for the construction of project improvements as approved by the City.

Phase 3 – Bidding

The selected firms may be requested to assist the City in the bidding of the projects including responding to pre-bid inquiries, issuing bid documents, submitting permit application(s), conducting a pre-bid conference, and reviewing construction bids received as defined in Phase 1. A comprehensive list and details for each task will be required to be submitted in the scope of services at the time for development of scope/fee proposal. Role may include the following tasks:

a. Review pre-qualification of construction contractors.
b. Compare and analyze bids and proposals.
c. Assist in construction contractor selection and award.
d. Assist in contract negotiations with construction firm.

Phase 4 – Pre-Construction Services

The Owner's Representative shall assist the City in selecting, retaining and coordinating the professional services of all design consultants, surveyors, special consultants and testing laboratories required for the project.

a. The Owner's Representative shall consult with and advise the City on strategies for the procurement of all required professional services.
b. The Owner's Representative shall assist with the negotiation of all professional service contracts.
c. The Owner's Representative shall consult with and advise the City concerning appropriate construction delivery methods, such as separate prime contractors and sequenced bid packages.
d. The Owner's Representative shall
    i. coordinate the projects as planned or designed by an engineer or architect in accordance with the City's goals and objectives;
    ii. prepare and submit to the City a preliminary estimated schedule for completion of the design and construction of the project(s), the various major activities to be undertaken in connection with the project(s), and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the term of the project;
    iii. assist the City in establishing a project budget based on a preliminary estimate of project costs, including without limitation the City's internal costs, which the Owner's Representative shall update with increased detail as the design of the project progresses and
    iv. manage the project(s) schedule and project(s) budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.
e. The Owner's Representative shall assist the architect in obtaining permits for the project; coordinate with the various governmental agencies having permit

responsibilities for the project; represent the City at meetings of the applicable governmental units; recommend to the City appropriate policies or decisions to be followed on public matters affecting the project; direct the architect to ascertain whether there are any significant building code or other governmental compliance issues; coordinate with the contractor the obtaining of necessary building permits or other necessary construction approvals for the project; and advise the City as to any material issues noted by the architect.

f. The Owner's Representative shall attend regular meetings with the design team and owner during design development.

g. The Owner's Representative shall prepare and submit to the City a preliminary estimated schedule for completion of the design and construction of the project, the various major activities to be undertaken in connection with the project, and the approximate timing of the commencement and completion of such activities, which the Owner's Representative shall monitor and revise from time to time.

h. The Owner's Representative shall provide recommendations to the City and architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the project program, budget and schedule, and possible cost reductions and economies if and when necessary to reconcile the project program, budget and schedule.

i. The Owner's Representative shall review and comment on the drawings and specifications for the project as they are prepared by the architect. The Owner's Representative shall assist the City in the evaluation and recommendation of appropriate design alternatives in light of the City's project program, budget and schedule, provided the Owner's Representative shall not assume any of the architect's responsibilities for design or any of the general contractor's responsibilities for construction means, methods or costs.

j. Upon approval by the City of design development plans and specifications, the Owner's Representative shall
    i. lead the process on behalf of the City in reviewing and coordinating the preparation by the architect and other project consultants of the construction documents for the project; and
    ii. make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the project program, budget or schedule; or (ii) cause the project to deviate from the approved drawings or requirements of the City.

k. Owner's Representative shall (i) prepare and update cost estimates for the estimated project costs to be incurred by the City in designing and constructing the project. The project cost estimate shall be general contractor grade with detailed material quantity "take-offs" and unit cost. The project cost estimate shall also include a summary sheet with separate line items for each cost category included in the project cost; with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems.

l. The Owner's Representative shall revise such project budget from time to time as the design of the project is finalized, the working drawings are prepared, construction contracts for the project are negotiated, awarded and executed and shall provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then current project budget.

m. The Owner's Representative shall recommend modifications to the project design, project budget, project schedule and project program to reconcile each with the others, for final decision by the City.
n. Owner's Representative shall assist the City in setting a final project budget, based on the approved design and the project program, project schedule, project cost estimate and financial constraints identified by the City. If the City with the advice of the Owner's Representative, elects to proceed with separate project construction contracts or separate bid packages, the project cost

Phase 5 – Construction

The selected professional engineering firm shall, upon specific written authorization, furnish construction phase services coincident with the construction contractor(s) activities. The selected firm may be asked to provide construction phase services for some projects. These services are those generally associated with the construction phase and might include, but not necessarily be limited to, the following: periodic visits to the job site to review the progress and character of the work being accomplished; review and recommend for approval or disapproval pay estimates of the contractor(s) for work completed; review and approve shop drawings and any necessary change orders; interpretation of the plans, specifications and other contract documents as required; project reviews with the contractor(s) and the City; preparation of electronic as-built drawings of the completed facilities as well as full size (22" x 34") paper copies; certify that the project was constructed in accordance with approved plans and specifications; and other necessary related services associated with the firm's designs and applied to the construction process. The professional firm may also, upon specific written authorization, provide on-site representative observation by qualified, experience personnel for some projects. Additional responsibilities may also include:

a. The Owner's Representative shall have the ability to perform construction management services required to manage multiple primes in lieu of a general contractor.
b. The Owner's Representative shall provide recommendations regarding each contractor's proposed mobilization schedule, temporary project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.
c. The Owner's Representative shall conduct pre-award conferences with the best and lowest respondent for a project construction contract; advise the City regarding the negotiation of business terms of each project construction contract and advise the City on the acceptability of contractors for the project.
d. The Owner's Representative shall review and process vendor insurance certificates, surety bonds, sworn statements and waivers for contract compliance.
e. The Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment, and monitor the purchase of such items.
f. After the City awards each project construction contract and before the contractor commences work on the site, the Owner's Representative shall assist the City in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the rerouting of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

g. The Owner's Representative shall represent the City in its communications with the architect, contractor, and consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the City concerning the City's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the City concerning, change orders, submittals and requests for information.
h. Owner's Representative shall (a) assist and review the processing of change orders, (b) advise the City concerning the change orders necessity and recommended cost of change orders and (c) negotiate, on the City's behalf, all change orders with the contractor. The final project budget and/or project schedule, as applicable, will be revised to reflect approved change orders.
i. The Owner's Representative shall review applications for payment by the contractor and make written recommendations to the City concerning the payment.
j. The Owner's Representative shall direct the contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, the Owner's Representative shall make recommendations to the City for corrective action by the contractor and review the contractor's recommendations for corrective action.
k. The Owner's Representative shall coordinate the architect's review and approval of shop drawings, product data and other submittals by the contractor.
l. In conjunction with the contractor who has prime contractual responsibility, the Owner’s Representative shall additionally review and advise the City concerning the adequacy of the contractor’s personnel and equipment, and the availability of materials and supplies to meet the contractor’s schedules in relation to the project schedule.
m. The Owner's Representative shall enforce the contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the City may require. Although the Owner's Representative shall not guarantee the performance by contractor, the Owner's Representative shall recommend courses of action to the City when the City or the Owner's Representative becomes aware that requirements of any project construction contract are not being fulfilled, or when the contractor falls behind in its schedule; shall communicate recommendations, as directed by the City, to the contractor on behalf of the City; shall monitor the contractor's performance of such recommendations; and shall report the contractor's progress to the City on at least a monthly basis.
n. The Owner's Representative shall notify the City in writing, with photos and supporting documentation if the Owner's Representative becomes aware that the work of the contractor is not being performed in accordance with the requirements of the contract documents. As appropriate, the Owner's Representative shall have authority, with written authorization from the City, to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is covered, installed or completed. The Owner's Representative shall review any and all test reports and notify the City, the architect and the contractor, as appropriate, of deficiencies in the work of which the Owner's Representative becomes aware and shall advise the City of projected consequences of such default and shall make recommendations to the City with respect thereto. With the written authorization of the City, the Owner's Representative shall reject work that does not conform to the requirements of the applicable contract documents.

o. The Owner's Representative shall advise the City concerning the procurement of building materials by the contractor regarding budget and schedule implications.
p. The Owner's Representative shall attend the on-site review of the project to confirm substantial and final completion of the construction of the project and notify the City when the Owner's Representative believes the work under a project construction contract is substantially complete and that a punch list should be prepared.
q. The Owner's Representative shall coordinate with the architect in its review of the work to enable the architect to determine the date of substantial completion. At the substantial completion by the contractor of the work, monitor the architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. The Owner's Representative will consult with the City and/or architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.
r. The Owner's Representative shall obtain from contractor record drawings or, if required by the applicable project construction contract, "as-built" drawings, as construction completes.
s. Together with the architect and the City, the Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the project and review test reports.
t. The Owner's Representative shall complete the final close-out of the project by (i) obtaining, or causing the contractor to obtain, all government approvals required for the legal use and occupancy of the project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the project construction contracts, (iii) obtaining all affidavits, waivers, and releases the contractors are required to provide pursuant to the project construction contacts to achieve final completion of the project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the contractors and the architect, (v) collecting and/or otherwise resolving any and all back charge claims that the City may assert against any architect or contractor, including assistance with any legal proceedings instituted by the City and/or any architect or contractor and/or (f) representing the City at meetings and/or inspections scheduled by the City and held to resolve problems relating to design, physical condition or operation of the project to seek enforcement of warranties.

Phase 6 – Warranty Assistance
If authorized by City in writing, the selected engineering firms shall provide warranty phase services generally consisting of assistance to the City in having project malfunctions or deficiencies corrected.

3. **Budget and Distribution of Work:**

It is anticipated that the City will select one (1) firm. As the projects are determined, the City will negotiate with the firm to develop a scope of work and budget on a project by project basis.

This rotation list will be effective for a period of two (2) years from the date of City Council approval, unless otherwise determined by the City Engineer or Management or City Council. Contracts will be issued on an annual basis or as determined by the project

requirement or need. An extension of one (1) year will be allowed based on the approval of City Council.

A Task Order system will be executed with each firm upon approval from City Council.

Project assignments will be based on the rankings determined from the qualification-based selection process. The first project will be given to the highest-ranking firm. Subsequent projects will be offered to the next firm in order of their ranking. A firm may accept or pass on the project being offered. If a firm passes, the project is then offered to the next firm in line. The City may, however, select a firm that is felt to be the most qualified for a specific project or most able to meet a project's schedule objectives. Additionally, the City will make every effort to balance the workload amongst the different firms.

Project-specific schedules will be agreed upon at the time professional services are defined.

If a rotation list firm ceases practice during the contract period, or should the City elect to terminate its agreement with one of the firms, any future work will be distributed to the remaining firms on the list.

4. <u>Subconsultant Opportunities:</u>

The City will not require a list of subconsultants. At the time the rotation list is utilized for a specific project, it is understood the rotation list firm will organize a team, if necessary, to meet the needs of the specific project. Subconsultant opportunities may include, but not be limited to, environmental consulting, geotechnical and/or soils, surveying, electrical engineering, structural engineering, mechanical engineering, instrumentation, traffic control design and traffic impact studies, landscape architecture, architectural design, computer-aided design and drafting (CADD) services, copying services, scheduling, land use studies and cost estimating. The maximum recommended amount of subconsultant work per project shall be 25%. The City may waive this requirement depending on the project.

The City expects any rotation list firms or subconsultants performing geotechnical and/or soils laboratory services to be accredited by either the American Association of Laboratory Accreditation (A2LA) or the American Association of State Highway and Transportation Officials (AASHTO) in soils and/or geotechnical testing. The City may require evidence of such accreditation prior to issuing a project assignment involving these laboratory services.

Attachment B

Fee Schedule

JMT Owner's Representative 2026 Fee Schedule

STAFF	Hourly Fee
Principal |Sr. Project Manager	$272.00
Project Manager	$245.00
Construction Manager	$219.00
Construction Inspector	$155.00
Cost Estimator	$230.00
Scheduler	$175.00
Value Engineering Specialist	$251.00
Design Review Specialist	$246.00
Public Safety Advisor	$255.00
Roadway Coordination Specialist	$230.00
Water Resources Specialist	$242.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** EPIC Construction & Design COI Team **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** 470.582.9324 **E-MAIL ADDRESS:** CnDCerts@epicbrokers.com
INSURED JOHNMIR1 Johnson, Mirmiran & Thompson, Inc. 40 Wight Avenue Hunt Valley, MD 21030	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire and Marine Insurance Co — 20079 **INSURER B :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER C :** Westchester Surplus Lines Insurance Co — 10172 **INSURER D :** AIU Insurance Company — 19399 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 549994592 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL6952563	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA4629168	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C B	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			G48724292002 BE019188276	4/1/2026 4/1/2026	4/1/2027 4/1/2027	EACH OCCURRENCE AGGREGATE Ea Occ/Agg	$ 5,000,000 $ 5,000,000 $ 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961235	4/1/2026	4/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	Professional Liability incl. Pollution Liability			42EPP32528504	4/1/2026	4/1/2027	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional consulting services on one or more City of Hutto constructions projects with respect to each engagement.
City of Hutto is named as an Additional Insured with respects to General Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Hutto
500 W. Live Oak St.
Hutto, TX 78634

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

C. Potential Claims

Solely as respects **Insuring Agreements A**, **B**, **C** and **D.1.**, if, during the **Policy Period**, the **Insured** becomes aware of a circumstance that may reasonably be expected to be the basis of a **Claim** and if the **Insured**, during the **Policy Period**, provides the **Insurer** with a written report of the circumstance including:

1. When and how the **Insured** first became aware of such circumstance;
2. Any **Wrongful Act** or **Pollution Incident** asserted or believed to be at issue, and the **Professional Services**, **Contractor Services**, **Media Activities** or **Technology Services** involved in the circumstance; and
3. The nature of any potential **Damages** as well as the dates, persons and entities involved;

then any **Claim** which is subsequently made against the **Insured** arising out of such circumstance will be deemed to have been made on the date the **Insured** received the written report of the circumstance. Notice of any subsequent **Claim** shall be given to the **Insurer** as soon as practicable in accordance with **XII A**. **Notice of Claim.** Except as otherwise provided in this Policy, all notices under any provision of this Policy shall be in writing and given by email, prepaid express courier or certified mail properly addressed to the appropriate party. Notice to the **Insurer** shall be given to the respective address shown in the Declarations. If notice is given as described above, it shall be deemed to be received and effective upon the date of transmittal, subject to proof of transmittal.

XIII. Other Insurance and Subrogation

A. Other Insurance

All amounts payable under this Policy will be specifically excess of, and will not contribute with, any other valid and collectible insurance, including but not limited to project specific insurance, unless the other insurance is written specifically excess of this Policy. This Policy will not be subject to the terms of any other insurance policy.

B. Subrogation

1. In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery and the **Named Insured** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of the **Named Insured**. The **Insured** shall do nothing to prejudice such rights. However, the **Insurer** hereby waives its subrogation rights against a client of the **Insured** or project owner to the extent that the **Insured** had, prior to the **Claim** or circumstance, entered into a written agreement to waive such rights.
2. In the event the **Insurer** recovers amounts it paid under this Policy the **Insurer** will have priority over the **Insured** in the allocation of recovered amounts. The **Insurer** will reinstate the applicable Limits of Liability of this Policy, less the **Insurer's** costs incurred in obtaining such recovery. Any amounts above the total payment by the **Insurer** plus cost of recovery shall be paid to the **Insured**. The **Insurer** assumes no duty to seek recovery of any amounts paid under this Policy.

XIV. Extended Reporting Period

A. Automatic Extended Reporting Period

Berkshire Hathaway Specialty Insurance

ENDORSEMENT 18

This endorsement, effective 12:01AM: **April 01, 2026**
Forms a part of Policy No.: **42-EPP-325285-04**
Issued to: **Johnson, Mirmiran & Thompson, Inc**
By: **National Fire & Marine Insurance Company**

OTHER INSURANCE AMENDED (EXCESS TO SPECIFIC POLICY(IES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROFESSIONAL FIRST - ARCHITECTS, ENGINEERS & CONSULTANTS PROFESSIONAL LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in **Section XIII. Other Insurance and Subrogation,** paragraph **A. Other Insurance** is deleted in its entirety and replaced with the following:

A. Other Insurance

All amounts payable under this Policy will be specifically excess of, and will not contribute with, any other valid and collectible insurance, including but not limited to: (i) the policy(ies) listed below; and (ii) any project specific insurance, unless the other insurance is written specifically excess of this Policy. This Policy will not be subject to the terms of any other insurance policy.

DESIGN PROFESSIONALS—ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE numbered JEO0000961 issued by National Casualty Company to Civil Consulting Group, PLLC for the policy period from December 31, 2022 to December 31, 2025, including any renewal thereof.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2026 forms a part of Policy No. WC 0679-61-235

Issued to JOHNSON, MIRMIRAN, & THOMPSON INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

The premium charge for the endorsement is INCLUDED

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1517954

Date Filed:
09/18/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Johnson, Mirmiran & Thompson, Inc. (JMT)
Hunt Valley, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ # 2026-020-KM-03
Owner's Rep Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Johnson, Mirmiran & Thompson Employee Stock Ownership	Hunt Valley, MD United States	X	
Blair, Michael J.	Hunt Valley, MD United States	X	
Smulovitz, Richard	Hunt Valley, MD United States	X	
Natale, Matthew C.	Hunt Valley, MD United States	X	
Coyne, David J.	Hunt Valley, MD United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jennifer Shell, PE, and my date of birth is [redacted].

My address is Terrace I, 2600 Via Fortuna, Ste. 575, Austin (city), TX (state), 78746 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 18th day of September (month), 20 26 (year).

Jennifer Shell

Signature of authorized agent of contracting business entity
(Declarant)

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Repres
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	A - Evaluation Criteria / 100 pts	A-1 - Relevant Owner's Representative Experience / 30 pts	A-2 - Project Team & Key Personnel / 25 pts
WSB LLC	91.5	91.5	27.75	22.25
Johnson, Mirmiran & Thompson, Inc. (JMT)	88.25	88.25	26.75	22.25
AGCM	79.25	79.25	21	19.75
Kitchell/CEM, Inc.	75.25	75.25	21.5	18.75
HPM	74.75	74.75	24.25	20.75

HVJ SOUTH CENTRAL TEXAS - M&J, INC.	71	71	17.5	17
Pape-Dawson Consulting Engineers, LLC	70.75	70.75	18.5	18.75
Ardurra Group, Inc.	69.25	69.25	19.5	16
Broaddus & Associates	67	67	22.5	13.75
Syncra, LLC	66.25	66.25	19.75	16
Moreno Cardenas Inc.	65.75	65.75	17.5	14.75
FDCS	64	64	19.5	14.75
Foster CM Group, Inc.	60.5	60.5	16	14.5

Rider Levett Bucknall	57.5	57.5	18.25	15.25
Square One Consultants	54.5	54.5	14.5	11.25
Westwood Professional Services, Inc.	51	51	12	11.75
Cumming Management Group, Inc	50.25	50.25	15	10
Cullen Construction Management, WBE	43	43	12.25	10

entative Services

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
19.5	12.75	9.25
18	13.5	7.75
17	13.25	8.25
17	12.5	5.5
17.75	6.25	5.75

18.25	13	5.25
17.5	10.5	5.5
15	12.5	6.25
15.5	9	6.25
16.25	9.25	5
15.5	14.25	3.75
16.25	9.25	4.25
16.75	8.75	4.5

15.25	6.75	2
14	9.75	5
14.5	8	4.75
16.75	5.25	3.25
11.5	6.5	2.75

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

WSB LLC

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	67	67	22
Nick Angeli	67	67	22
David Amsler	63	63	25
Todd Meaker	58	58	20
		Average:	**22.25**
			↓
Calculated:	**63.75**	**63.75**	**22.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	30	30	30
Nick Angeli	26	26	26
David Amsler	30	30	30
Todd Meaker	25	25	25
		Average:	27.75
			↓
Calculated:	27.75	27.75	27.75

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	30	Meets or exceeds my expectations	Very good experience with WSB, very content with support provided to the team here. Good, relevant experience & municipalities listed. Cedar Park, Melissa, etc.

David Amsler	30	Meets or exceeds my expectations	Work for us currently and have done what has been asked and more so.
Nick Angeli	26	Meets or exceeds my expectations	On-call owner's rep services for multiple fast-growing Cities. Also good tenure with these relationships. Would've liked to have seen more specific examples of projects.
Todd Meaker	25	Other	lots of examples of project management. experience in Hutto.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	22	Meets or exceeds my expectations	LOTS of experience with Hutto, and consistent collaborative delivery with the team here. Including relevant experience with Belton, Buda. Would like more utility experience relevant to Hutto's size.
David Amsler	25	Meets or exceeds my expectations	Wealth of knowledge and experience.
Nick Angeli	22	Meets or exceeds my expectations	A lot of experience amongst the staff members on all kinds of projects. It does appear though that there's not a lot of facilities experience.

Todd Meaker	20	Other	strong list of professionals

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	I've seen the approach first-hand from WSB. Very responsive, detailed, and collaborative in working with staff.
David Amsler	20	Meets or exceeds my expectations	Tailored approach to our needs.
Nick Angeli	20	Meets or exceeds my expectations	WSB understands how the City of Hutto operates.
Todd Meaker	18	Other	already working with staff and aware of the challenges. sound judgement and advice so far

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	Good availability illustration
David Amsler	8	Partially meets my expectations	Only 1 staff member at 75%.
Nick Angeli	15	Meets or exceeds my expectations	Selina in particular is very available to devote time to our team and our needs.

Todd Meaker	13	Other	PM is indicated as having sufficient time the supporting staff has less time but appears available.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	10	Meets or exceeds my expectations	Relevant references
David Amsler	10	High level of detail in response	Gave positive and relevant testimonials of their work.
Nick Angeli	10	Meets or exceeds my expectations	I appreciate the references provided from three quickly growing Texas municipalities in similar positions to us - two of which are in the Austin metro. Also appreciate the testimonial provided by City of Buda.
Todd Meaker	7	Other	good references. client testimonial pushed them higher.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
20	15	10
20	15	10
20	8	10
18	13	7
19.5	**12.75**	**9.25**
↓	↓	↓
19.5	**12.75**	**9.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Johnson, Mirmiran & Thompson, Inc. (JMT)

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	61	61	21
Nick Angeli	67	67	22
David Amsler	64	64	25
Todd Meaker	54	54	21
		Average:	**22.25**
			↓
Calculated:	**61.5**	**61.5**	**22.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	30	30	30
Nick Angeli	26	26	26
David Amsler	30	30	30
Todd Meaker	21	21	21
		Average:	26.75
			↓
Calculated:	26.75	26.75	26.75

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	30	Meets or exceeds my expectations	VERY relevant local and project experience. Lots of CMAR experience. Budgets of relevant projects mirror Hutto's budget for PD facility. Experience with PW Facilities.

David Amsler	30	Meets or exceeds my expectations	Great track record and wealth of experience.
Nick Angeli	26	Meets or exceeds my expectations	Would've liked to have seen more detail on the utilities projects, and I don't think I saw any streets projects, but overall impressed with the number of owner's rep examples, including CMAR and facilities examples. A lot of Texas examples, and central Texas in particular too.
Todd Meaker	21	Other	they are primarily listing facilities, but they do have utilities listed in their relevant projects.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	21	Meets or exceeds my expectations	Well qualified team, a lot of capacity to be fully dedicated to delivery of any project.
David Amsler	25	Meets or exceeds my expectations	Strong experienced dedicated team.

Nick Angeli	22	Meets or exceeds my expectations	Project managers have some experience managing law enforcement facilities as well as other facilities. The team is overall impressive in terms of certificaitions, and they have advisors for public safety, streets, and utilities - even if I'm not seeing the utilities or streets experience I might prefer on the project managers' resumes.
Todd Meaker	21	Other	good list of qualified applicants. unclear if they are all in the Austin area but most of the projects associated with each person are local.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Hits all the requirements, very detailed summary
David Amsler	16	Strongly fits desired attribute(s)	Too focused on the facility side.
Nick Angeli	20	Strongly fits desired attribute(s)	Thorough and impressive.
Todd Meaker	16	Other	provides clear lay out of how they will management support.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Meets or exceeds my expectations	As identified under resumes, there is a good amount of availability between team members with JMT. PIC lack of availability is a bit concerning.
David Amsler	15	Meets or exceeds my expectations	Several team members dedicated to serving Hutto full time.
Nick Angeli	15	Meets or exceeds my expectations	Of course JMT having a Round Rock (and an Austin) office is great for availability, and they have a lot of personnel in various roles that would give them added capacity to assist us.
Todd Meaker	11	Other	no clear chart on availability but they are boasting a Lage staff with multiple office locations that are close , the personnel references seem to indicate time availability.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	7	Meets or exceeds my expectations	References listed have more than (1) project historically with JMT. Would have liked to see reference letters.

David Amsler	8	Strongly fits desired attribute(s)	Contacts and descriptions given.
Nick Angeli	10	Meets or exceeds my expectations	All references are municipalities that JMT has been owner's rep for, and Cedar Park in particular has selected JMT for three consecutive contracts.
Todd Meaker	6	Other	provided reference. project description and photo

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
20	13	7
20	15	10
16	15	8
16	11	6
18	**13.5**	**7.75**
↓	↓	↓
18	**13.5**	**7.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
AGCM

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	52	52	15
Nick Angeli	67	67	22
David Amsler	65	65	25
Todd Meaker	49	49	17
		Average:	**19.75**
			↓
Calculated:	**58.25**	**58.25**	**19.75**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	18	18	18
Nick Angeli	27	27	27
David Amsler	20	20	20
Todd Meaker	19	19	19
		Average:	**21**
			↓
Calculated:	**21**	**21**	**21**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	18	Partially meets my expectations	Relevant experience on public facilities. Less notable on actual infrastructure improvements, but the EMS/PD facilities hold significance. Familiar with emergency responder type settings/buildings.
David Amsler	20	Strongly fits desired attribute(s)	More experienced in facilities rather than roads and CIP.
Nick Angeli	27	Meets or exceeds my expectations	Appears to have plenty of owner's rep experience for municipal facilities, including police stations, and has experience with CMAR project delivery. Page 3 mentions transportation and utility projects, but I would have liked to have seen some examples.
Todd Meaker	19	Other	strong in facilities no examples of infrastructure

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Partially fits desired attributes	16 CCMs certifications. Well qualified team, however, experience tilts towards Libraries/Fire Stations/City Halls. Not relevant to Hutto aside from the 1-2 facility projects we have on the horizon.

David Amsler	25	Meets or exceeds my expectations	Wealth of qualified and experienced staff.
Nick Angeli	22	Strongly fits desired attribute(s)	Many years of experience among the key personnel. Not a ton of certifications among the project managers specifically.
Todd Meaker	17	Other	multiple qualified managers unclear but I think good representation in Austin area and the rest in central Texas.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Partially meets my expectations	Satisfactory answer. Maybe would have anticipated more info under QA & Risk Mitigation section. More of an understanding on their "how" would be valuable.
David Amsler	20	Meets or exceeds my expectations	Strong approach.
Nick Angeli	20	Meets or exceeds my expectations	Thorough and satisfactory
Todd Meaker	15	Other	well laid out management plan

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	No concerns about capacity or responsiveness as illustrated
David Amsler	12	Strongly fits desired attribute(s)	Generic, but gave specific commitments to timelines rather than availability metrics.
Nick Angeli	15	Meets or exceeds my expectations	Satisfactory response standards and size of staff
Todd Meaker	11	Other	does not lay out representative availability but does indicate their response time and indicates a large overall staff.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Meets or exceeds my expectations	Strong recommendations from organizations that mirror Hutto. No concerns. Giving 9/10 due to project relevance.
David Amsler	8	Meets or exceeds my expectations	Strong references and descriptions given.
Nick Angeli	10	Meets or exceeds my expectations	Good references and actual letters of recommendation
Todd Meaker	6	Other	provides projects and recommendation letters for local municipalities.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
13	15	9
20	15	10
20	12	8
15	11	6
17	**13.25**	**8.25**
↓	↓	↓
17	**13.25**	**8.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Kitchell/CEM, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	52	52	16
Nick Angeli	52	52	16
David Amsler	59	59	23
Todd Meaker	52	52	20
		Average:	**18.75**
			↓
Calculated:	**53.75**	**53.75**	**18.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	22	22	22
Nick Angeli	18	18	18
David Amsler	25	25	25
Todd Meaker	21	21	21
		Average:	21.5
			↓
Calculated:	21.5	21.5	21.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	22	Meets or exceeds my expectations	Some CMAR experience. Pretty comparable budget size projects. Some local experience.
David Amsler	25	Meets or exceeds my expectations	Strong detail but overly focused on facilities and public safety.

Nick Angeli	18	Partially meets my expectations	The Williamson County Justice Complex experience listed does not specify it is owner's rep experience. TSTC does, and it's appreciated that it is a Hutto project, but we won't be doing any educational facilitiy CIP projects. The Pflugerville fire station still has two years remaining on it, and the California project is in California.
Todd Meaker	21	Other	good examples of Facility projects managed by Kitchell

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Partially meets my expectations	Not a lot of Justice Center/Police Department comparable size projects. Well certified team. Also strong availability between team. There's a lot of jails, and county detention facilities, but not seeing a lot of departments that capture everything for a PD.
David Amsler	23	Strongly fits desired attribute(s)	Strong team but slightly smaller than desired.

Nick Angeli	16	Other	Really appreciate Katherine's personal note and the familiarity with Hutto as a community. My concerns with the above owner's rep experience section applies here as well though.
Todd Meaker	20	Other	relevant facility project experience including local justice complex for wilco.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Meets or exceeds my expectations	Sufficient illustration of approach
David Amsler	15	High level of detail in response	Too focused with facility deliverables.
Nick Angeli	20	Meets or exceeds my expectations	"Our role is not to add another layer to the process. It is to make the process more effective."
Todd Meaker	17	Other	thought out plan for management approach

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	No concerns here about availability/capacity or proximity

David Amsler	15	Meets or exceeds my expectations	Large team 100% dedicated for Hutto.
Nick Angeli	10	Other	I understand Katherine would be our primary contact, and she is local and has 75% availability which is appreciated, but I would wonder if the justice projects executive director's limited availability could pose an issue with the seemingly limited experience Katherine has with large public safety facilities.
Todd Meaker	10	Other	provided chart for of availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Partially meets my expectations	One local, more relevant example. Would be interested in letters.
David Amsler	6	Partially meets my expectations	Only contacts given.
Nick Angeli	6	Partially meets my expectations	As of today, we still have a separate ESD, we won't be building any courthouses, and the Wilco justice center is still early stages.

Todd Meaker	5	Other	references were provided

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	15	5
20	10	6
15	15	6
17	10	5
17	**12.5**	**5.5**
↓	↓	↓
17	**12.5**	**5.5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
HPM

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	50	50	23
Nick Angeli	47	47	15
David Amsler	54	54	25
Todd Meaker	51	51	20
		Average:	**20.75**
			↓
Calculated:	**50.5**	**50.5**	**20.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	24	24	24
Nick Angeli	22	22	22
David Amsler	30	30	30
Todd Meaker	21	21	21
		Average:	24.25
			↓
Calculated:	24.25	24.25	24.25

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	24	Meets or exceeds my expectations	More comparatively sized cities, wide range of projects. Inclusion of Fleet facility. Would like to see more PD facility experience here. Good experience with CMAR.

David Amsler	30	Meets or exceeds my expectations	Wealth of experience and proven track record.
Nick Angeli	22	Other	I appreciate the experience with CMAR project delivery and the public safety facilities. It would've been better if there were some Central Texas examples. Also, some of these say owner's rep services, but some do not, and some even say subconsultant.
Todd Meaker	21	Other	good representation for facilities

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	23	Meets or exceeds my expectations	Good range of public safety experience here, along with PW facilities.
David Amsler	25	Meets or exceeds my expectations	Strong experienced team.
Nick Angeli	15	Partially meets my expectations	One of the three project managers doesn't have any experience listed that is similar to what we'll be needing and the other two list experience a little narrow in scope.
Todd Meaker	20	Other	long list of qualified professionals

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Meets or exceeds my expectations	Very detailed. Only thing that would have made this a full 20/20 is a description on the "how"
David Amsler	15	Strongly fits desired attribute(s)	Focused on facilities rather than CIP but a strong approach to projects overall.
Nick Angeli	20	Meets or exceeds my expectations	No issues here.
Todd Meaker	18	Other	standard but I like their claim to serve the interest of the owner

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	4	Doesn't meet my expectations	Pretty uninformed part of the response here. Would prefer to see it broken out by person to understand their workloads and have confidence in timely responses, etc.
David Amsler	8	Partially meets my expectations	Generic answer given.
Nick Angeli	5	Other	Many projects on their current workload but only one item listed is a Texas municipality?

Todd Meaker	8	Other	they state that they have the people to move around to support our needs but provided no way for me to analyze that.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Partially meets my expectations	Relevant municipalities listed as references. Always prefer when it's a written reference to confirm IF delivery was on-time/on-budget and if not, what that rationale was.
David Amsler	6	Mostly complete response	Contacts only given.
Nick Angeli	7	Other	Not very much variety in references and all DFW.
Todd Meaker	5	Other	references were provided.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
18	4	5
20	5	7
15	8	6
18	8	5
17.75	**6.25**	**5.75**
↓	↓	↓
17.75	**6.25**	**5.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
HVJ SOUTH CENTRAL TEXAS - M&J, INC.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	55	55	18
Nick Angeli	35	35	5
David Amsler	68	68	25
Todd Meaker	56	56	20
		Average:	**17**
			↓
Calculated:	**53.5**	**53.5**	**17**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	18	18	18
Nick Angeli	5	5	5
David Amsler	28	28	28
Todd Meaker	19	19	19
		Average:	17.5
			↓
Calculated:	17.5	17.5	17.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	18	Partially meets my expectations	Some relevant project experience that could be a good fit for the CWWTP Bypass. one of the references was for design and construction support, not necessarily project management of.
David Amsler	28	Strongly fits desired attribute(s)	They were able to provide specific examples and explain how they would respond, demonstrating how that experience would translate to this role.
Nick Angeli	5	Doesn't meet my expectations	Some of these examples are just materials testing or geotech. I'm not seeing examples of them being an owner's rep. Also none of these are facilities related.
Todd Meaker	19	Other	examples showed primarily management of roads, laydown yard and Geotech portion / testing.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Meets or exceeds my expectations	LOTS of Hutto experience, lots of similar municipality experience for horizontal CIP. Good, relevant experience. May be some areas they fit into upcoming CIP delivery, for parts* of projects.

David Amsler	25	Meets or exceeds my expectations	They have a wealth of experience on their team.
Nick Angeli	5	Doesn't meet my expectations	Some owner's rep experience but not nearly what I would've liked to have seen.
Todd Meaker	20	Other	experience in water wastewater roads and Geotechnical no clear examples of facilities

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Meets or exceeds my expectations	I really liked that they took the time to reference our CIP and what's active in Hutto. Identification of Risk on Cottonwood/CR199 is a good observation. Really liked this format but still would have appreciated learning more about the HOW.
David Amsler	20	Meets or exceeds my expectations	This area I was most impressed with.
Nick Angeli	20	Meets or exceeds my expectations	Appreciate the application to actual CIP projects of ours.
Todd Meaker	17	Other	very busy description last section did break down their roles.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	Good, flexibility capacity across the team. Less worried about geotech and materials capacity since those would likely be direct through a rotation list with Hutto.
David Amsler	15	Meets or exceeds my expectations	2 staff members provided 75% or more to support Hutto.
Nick Angeli	10	Other	I like the format that the team's availabliity is illustrated in. I do have concerns though that the main client manager is water/wastewater focused, and that the only other project manager with over 50% availability is specifically pavement focused.
Todd Meaker	13	Other	chart indicates they have availability for assistance in managing projects.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	7	Meets or exceeds my expectations	Good, detailed references. Pflugerville example is the most relevant, Kyle is too we just likely* won't use an OR for delivery of something like this.

David Amsler	8	Well-supported claim(s)	They provided direct pervious experience that would translate well here.
Nick Angeli	0	Other	I appreciate the added detail to these references rather than just listing names and phone numbers, but these projects that references are listed for are not owner's rep examples.
Todd Meaker	6	Other	good reviews but all focused-on material testing

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	14	7
20	10	0
20	15	8
17	13	6
18.25	**13**	**5.25**
↓	↓	↓
18.25	**13**	**5.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
Pape-Dawson Consulting Engineers, LLC

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	46	46	16
Nick Angeli	51	51	17
David Amsler	64	64	25
Todd Meaker	48	48	17
		Average:	**18.75**
			↓
Calculated:	**52.25**	**52.25**	**18.75**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	16	16	16
Nick Angeli	8	8	8
David Amsler	28	28	28
Todd Meaker	22	22	22
		Average:	**18.5**
			↓
Calculated:	**18.5**	**18.5**	**18.5**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	16	Partially meets my expectations	Referenced experience limited to major park and road projects. No upcoming major park projects for Hutto, and we aren't anticipating need for road project support. Would like more utility experience here.
David Amsler	28	Meets or exceeds my expectations	Wealth of relevant experience listed.
Nick Angeli	8	Doesn't meet my expectations	For Lakeway, projects are parks-related which is not a Hutto priority. For Liberty Hill, City Engineer services are being provided as we currently have with a separate firm, and outside of that services appear to be water supply planning and regional coordination - things we are not looking for. Under "representative experience," it appears that the work you did for City of Sherman could be relevant, but those projects are just utilities-related.
Todd Meaker	22	Other	very good infrastructure examples.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	16	Partially meets my expectations	City Engineer experience for PM, like that. Spine Rd experience with Hutto. Again, lots of road and park experience - and there are no major road projects at least for the next year or 2, perhaps CR199.
David Amsler	25	Meets or exceeds my expectations	Large team with diverse backgrounds available to support Hutto.
Nick Angeli	17	Other	I like that Jennifer has experience as a City Engineer in Williamson County, and that Ryan has experience with projects in Hutto and a lot of previous experience working as a City Engineer/Administrator. I would like to see more relevant experience though to what we are looking for under the personnel's background.
Todd Meaker	17	Other	strong line up of qualified personnel

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Meets or exceeds my expectations	Very detailed and informative.

David Amsler	20	Meets or exceeds my expectations	Strong tailored approach.
Nick Angeli	16	Meets or exceeds my expectations	No big issues here.
Todd Meaker	16	Other	standard philosophy for owners representation

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	8	Partially meets my expectations	Varied availability, decent
David Amsler	13	Meets or exceeds my expectations	No one at 75% or above however large team supporting Hutto.
Nick Angeli	11	Other	Most personnel is less than 50% available, but Jennifer has 60%, which is decent.
Todd Meaker	10	Other	availability chart indicates their ability to support mor projects

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	4	Partially meets my expectations	Would like the references to be more relevant to Hutto

David Amsler	6	Partially meets my expectations	Contacts only given.
Nick Angeli	7	Other	Two of the three aren't remarkably relevant entities to the City of Hutto but good to see another Williamson County city.
Todd Meaker	5	Other	provided references

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
18	8	4
16	11	7
20	13	6
16	10	5
17.5	**10.5**	**5.5**
↓	↓	↓
17.5	**10.5**	**5.5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Ardurra Group, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	42	42	12
Nick Angeli	40	40	10
David Amsler	67	67	25
Todd Meaker	50	50	17
		Average:	**16**
			↓
Calculated:	**49.75**	**49.75**	**16**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	19	19	19
Nick Angeli	10	10	10
David Amsler	25	25	25
Todd Meaker	24	24	24
		Average:	19.5
			↓
Calculated:	19.5	19.5	19.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	19	Partially fits desired attributes	Good experience with WW, and significant parks experience. Just the one project they referenced from Houston is a major project.

David Amsler	25	Meets or exceeds my expectations	Relevant experience.
Nick Angeli	10	Partially fits desired attributes	Some of the examples provided for experience appear to simply be projects where the firm served as design consultant, and one of the only owner's rep examples was when they implemented AMI. And there are no facilities projects shown.
Todd Meaker	24	Other	very experienced in water and wastewater treatment plants this would include infrastructure as well as facilities.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	12	Partially fits desired attributes	Primary PM doesn't seemingly have relevant experience tied to what we're looking to kick-off in the next 2 FYs. A lot of studies and plans. Not seeing much WWTP construction, such as our upcoming bypass project. More complex than a LS.
David Amsler	25	Meets or exceeds my expectations	Large amount of qualified staff who would be serving Hutto.

Nick Angeli	10	Other	Mistakes within this section: spelled San Marcos incorrectly, one person's experience shows a "years w/ firm" that is higher than their total years of experience, and someone's availability is 500%. Also why are there 25 staff members listed? We surely won't interact with most of them.
Todd Meaker	17	Other	large firm with resumes ranging through Civil, transportation, electrical and structural Engineers.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	Nothing terribly special here, meets expectations
David Amsler	20	Meets or exceeds my expectations	Strong approach.
Nick Angeli	10	Partially fits desired attributes	We are not looking for CIP program consulting or prioritization of projects. On page 42, they misspell "Ardurra" in a section heading.
Todd Meaker	16	Other	detailed plan

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	10	Meets or exceeds my expectations	Meets expectations
David Amsler	14	Meets or exceeds my expectations	No one person at 75% however a significant amount of staff serving Hutto at a large %.
Nick Angeli	15	Meets or exceeds my expectations	Satisfactory
Todd Meaker	11	Other	Large company with a lot of employee recourses. boasting 40% to 50% capacity.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially fits desired attributes	Great projects, but not very relevant to what we have upcoming for 2 yrs that we would have an OR on, which is really just Central Bypass. Potential interceptor relevance for FY29
David Amsler	8	Strongly fits desired attribute(s)	Had more than contact names, but just descriptions.
Nick Angeli	5	Partially fits desired attributes	No letters of recommendation or other methods of demonstrating client satisfaction.
Todd Meaker	6	Other	provided project description wit contact information for reference.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
14	10	6
10	15	5
20	14	8
16	11	6
15	**12.5**	**6.25**
↓	↓	↓
15	**12.5**	**6.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Broaddus & Associates

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	47	47	16
Nick Angeli	31	31	5
David Amsler	54	54	18
Todd Meaker	46	46	16
		Average:	**13.75**
			↓
Calculated:	**44.5**	**44.5**	**13.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	20	20	20
Nick Angeli	18	18	18
David Amsler	30	30	30
Todd Meaker	22	22	22
		Average:	22.5
			↓
Calculated:	22.5	22.5	22.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Good Justice Center/PD experience. Also looking for PW Facility experience - absent here.
David Amsler	30	Meets or exceeds my expectations	Wide mix of different portfolios managed.

Nick Angeli	18	Partially meets my expectations	Some relevant experience here, but it seems like several of these examples are managing the development of a CIP, or being construction managers, or participating in site test fits. I don't see many examples of start-to-finish owner's rep experience.
Todd Meaker	22	Other	provided multiple examples of Owners representative services for facilities.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Partially meets my expectations	More facility experience holistically across the team
David Amsler	18	Well-supported claim(s)	Overall staffing answer rather specific individuals, and experience.
Nick Angeli	5	Poor level of detail in response	No details offered for any of the individual personnel.
Todd Meaker	16	Other	Resumes indicate experience and certifications

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	16	Meets or exceeds my expectations	Very comprehensive approach.
David Amsler	18	Strongly fits desired attribute(s)	Strong approach but not tailored to our current needs.
Nick Angeli	12	Partially meets my expectations	Not specific enough.
Todd Meaker	16	Other	Well laid out best practices

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Partially meets my expectations	This section doesn't speak to specific people supporting Hutto or areas of support, i.e. design or construction.
David Amsler	10	Strongly fits desired attribute(s)	Generic answer rather than a breakdown for Hutto.
Nick Angeli	8	Partially meets my expectations	No availability outlined for specific team members.
Todd Meaker	9	Other	They strongly suggest their availability and ability but are not very clear on the availability. best I see is routine requests are addressed in 1 buidiness day and staff is available on short notice.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially meets my expectations	Reference #3 isn't relevant to what we're looking for
David Amsler	8	Strongly fits desired attribute(s)	Contacts and description given.
Nick Angeli	6	Partially meets my expectations	References have medium relevance.
Todd Meaker	5	Other	provides project information and contact information.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	9	6
12	8	6
18	10	8
16	9	5
15.5	**9**	**6.25**
↓	↓	↓
15.5	**9**	**6.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Syncra, LLC

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	35	35	9
Nick Angeli	49	49	15
David Amsler	59	59	25
Todd Meaker	43	43	15
		Average:	**16**
			↓
Calculated:	**46.5**	**46.5**	**16**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	20	20	20
Nick Angeli	15	15	15
David Amsler	25	25	25
Todd Meaker	19	19	19
		Average:	19.75
			↓
Calculated:	19.75	19.75	19.75

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Experience identified not relevant to scope/Hutto. Like the sub consultant exposure on SWWTP with Hutto as construction support. Could be relevant on CWWTP Bypass.

David Amsler	25	Strongly fits desired attribute(s)	Wealth of experience and track record.
Nick Angeli	15	Other	Multiple bond programs here under relevant experience. We are not looking for an owner's rep to oversee our CIP program - just specific projects. Under the Trinity River Authority office campus, it says "closest analog to municipal facility work," but Syncra was only owner's rep for the construction phase. I would've liked to see more municipal project experience.
Todd Meaker	19	Other	good facility examples.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Partially meets my expectations	A lot of ISD experience, not a lot of CIP delivery identified with municipalities. Especially pertaining to budget and scope of a justice center. Some WWTP experience here is what is giving them points.
David Amsler	25	Meets or exceeds my expectations	Strong team available to support Hutto.

Nick Angeli	15	Partially meets my expectations	Experienced team, but not much municipal experience.
Todd Meaker	15	Other	primarily facilities. Rudick is showing work at the treatment plant.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	More insight into the how* pretty broad illustration. Like the monthly project status report illustration!
David Amsler	20	Meets or exceeds my expectations	Strong approach with defined milestones and reporting given.
Nick Angeli	16	Other	Would prefer a little more detail on the approach. I do appreciate the comment that their leaders have experience running owner organizations. Not sure how I feel though about the monthly status report proposal - monthly is not very frequent.
Todd Meaker	15	Other	standard approach.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	9	Partially meets my expectations	% capacity preferred, sufficient
David Amsler	8	Partially meets my expectations	Generic answer given.
Nick Angeli	12	Other	I'm glad there is a local satellite office, but it's unclear who works there and who works in DFW. It appears that there's plenty of capacity, but I would've appreciated a breakdown of individual staff members' availabilities.
Todd Meaker	8	Other	they indicate only having a few jobs and having the ability to office with Rudick but i was unclear on their response times and availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	3	Doesn't meet my expectations	ISDs/TRA - not very relevant
David Amsler	6	Mostly complete response	Contacts only.
Nick Angeli	6	Other	No municipalities.

Todd Meaker	5	Other	they provided reference contacts.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
14	9	3
16	12	6
20	8	6
15	8	5
16.25	**9.25**	**5**
↓	↓	↓
16.25	**9.25**	**5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Moreno Cardenas Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	38	38	6
Nick Angeli	36	36	10
David Amsler	66	66	25
Todd Meaker	53	53	18
		Average:	**14.75**
			↓
Calculated:	**48.25**	**48.25**	**14.75**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	14	14	14
Nick Angeli	5	5	5
David Amsler	30	30	30
Todd Meaker	21	21	21
		Average:	**17.5**
			↓
Calculated:	**17.5**	**17.5**	**17.5**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	14	Partially meets my expectations	Somewhat relevant experience listed. Outside of Austin, not much regional experience. In terms of infrastructure, not strong road experience and we're definitely in need of utility experience.
David Amsler	30	Meets or exceeds my expectations	Has a strong team that could handle our type of work and has successfully done so in the past.
Nick Angeli	5	Doesn't meet my expectations	The submission says that you do owner's rep services, but none of the examples of experience say that you provided owner's rep services. Also, I don't like that only major cities like Austin and San Antonio are listed as examples.
Todd Meaker	21	Other	examples are primarily road and drainage with alot of discusion about their other experience.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Doesn't meet my expectations	Just not what we need in terms of upcoming projects, also some regional concerns.
David Amsler	25	Meets or exceeds my expectations	Robust list of qualifications and experience.

Nick Angeli	10	Other	Not enough detail offered for key personnel, including a breakdown of relevant projects each of them has worked on.
Todd Meaker	18	Other	well-rounded civil engineering team

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	15	Meets or exceeds my expectations	Pretty good - would have liked to see a bit more detail on keeping the contractors in line and working with them on behalf of the city
David Amsler	20	Meets or exceeds my expectations	Understood our needs and tailored responses to fit them.
Nick Angeli	10	Partially meets my expectations	Not very impressive.
Todd Meaker	17	Other	well-rounded approach to management

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Meets or exceeds my expectations	Good availability and proximity to Hutto

David Amsler	15	Meets or exceeds my expectations	Had two staff members who could dedicated over 75% of their time to us.
Nick Angeli	15	Meets or exceeds my expectations	Main project manager is local and would be nearly completely dedicated time-wise to our needs.
Todd Meaker	13	Other	plenty availability per their chart

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	3	Doesn't meet my expectations	Always prefer letters but also, none of the references are other municipalities. I suppose El Paso water works, but El Paso is a) significantly larger and b) has a unique utility system
David Amsler	6	Mostly complete response	Did not provide any information on how their references evaluated their work.
Nick Angeli	1	Doesn't meet my expectations	These references are for someone at Texas Tech University, the president of an apartment rental agency, and the head of stormwater for the City of El Paso.
Todd Meaker	5	Other	good references little detail as to what the project or satisfaction level was

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
15	14	3
10	15	1
20	15	6
17	13	5
15.5	**14.25**	**3.75**
↓	↓	↓
15.5	**14.25**	**3.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
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Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	36	36	13
Nick Angeli	48	48	14
David Amsler	53	53	20
Todd Meaker	41	41	12
		Average:	**14.75**
			↓
Calculated:	**44.5**	**44.5**	**14.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	18	18	18
Nick Angeli	18	18	18
David Amsler	20	20	20
Todd Meaker	22	22	22
		Average:	19.5
			↓
Calculated:	19.5	19.5	19.5

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Partially meets my expectations	Lots of fire experience - may be relevant. An example of a PD center.
David Amsler	20	Strongly fits desired attribute(s)	Strong experience but focused more on facility side of their experience.

Nick Angeli	18	Partially meets my expectations	Owner's rep experience on CMAR projects is good, but these examples are limited to fire stations in DFW. Would've liked to have seen more range of projects.
Todd Meaker	22	Other	good examples of facilities project management

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Partially meets my expectations	Resume sheets don't include project specific experience to help me understand if there is more PD experience
David Amsler	20	Strongly fits desired attribute(s)	Strong team but smaller than desired.
Nick Angeli	14	Partially fits desired attributes	Is there only one project manager and he is located in McKinney? Also, if that is the only project manager, he seems very fire station-focused.
Todd Meaker	12	Other	lots of examples of work i only see 3 resumes and I am not clear on how much support they have for engineering and architect questions.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	16	Meets or exceeds my expectations	Well put together approach
David Amsler	15	High level of detail in response	Strong approach but not tailored to Hutto needs.
Nick Angeli	20	Meets or exceeds my expectations	No issues here.
Todd Meaker	14	Other	following good best practices model.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially meets my expectations	Pretty generic illustration. Unclear as to if there is a CTX presence
David Amsler	12	Strongly fits desired attribute(s)	One team member dedicated at 100% but then only 2 other staff members to assist.
Nick Angeli	10	Other	I appreciate the mention of same-day inquiry turnaround and 24-hour on-site mobilization - as well as the senior-led project governance model - but at the end of the day everyone is located 200 miles away.
Todd Meaker	9	Other	providing 24 hour turn around. i have concerns over staffing and availability.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	1	Doesn't meet my expectations	All fire references - not relevant to Hutto at this time.
David Amsler	6	Partially meets my expectations	Only contacts given.
Nick Angeli	4	Other	These are just three fire chiefs listed. No variety or details on what those references would say.
Todd Meaker	6	Other	provided references and a testimonial to their ability.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
16	6	1
20	10	4
15	12	6
14	9	6
16.25	**9.25**	**4.25**
↓	↓	↓
16.25	**9.25**	**4.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Foster CM Group, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	29	29	5
Nick Angeli	44	44	10
David Amsler	53	53	22
Todd Meaker	52	52	21
		Average:	**14.5**
			↓
Calculated:	**44.5**	**44.5**	**14.5**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	3	3	3
Nick Angeli	10	10	10
David Amsler	25	25	25
Todd Meaker	26	26	26
		Average:	16
			↓
Calculated:	16	16	16

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	3	Doesn't meet my expectations	Not seeing CMAR experience identified explicitly on any projects, some on the resumes under Key Personnel. Only seeing (1) public safety project identified, and for a much* larger municipality at that.
David Amsler	25	Strongly fits desired attribute(s)	Strong proven track record, however wrong cover letter.
Nick Angeli	10	Other	First off, page 1 of this submission says it is intended for City of Irving. Also, the experience mentioned is for Cities much larger than us and mentions projects that will never be relevant to us, like airports and transit systems and schools.
Todd Meaker	26	Other	presenting a full list of projects including facilities and infrastructure projects.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Doesn't meet my expectations	While well qualified, only one Project Manager listed has any public safety experience. Or experience working with municipalities our size. Not seeing much PW experience or relevance to our upcoming CIP.

David Amsler	22	Strongly fits desired attribute(s)	Strong team.
Nick Angeli	10	Partially meets my expectations	A lot of experience listed here, but little of it is on projects similar to what we are expecting, or projects for Cities of a similar size as us.
Todd Meaker	21	Other	well-rounded team of professionals

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	20	Meets or exceeds my expectations	Very detailed and explicit approach, I much prefer this style of illustrated approach.
David Amsler	10	Partially fits desired attributes	Strong approach but not tailored to Hutto to the point it was an Irving submittal.
Nick Angeli	20	Meets or exceeds my expectations	No issues.
Todd Meaker	17	Other	sound managed plan

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	3	Doesn't meet my expectations	Significant variance in availability of team members. Also, current workloads for team members, with the exception of (1), isn't managing a project that in any mirrors what Hutto would have.
David Amsler	15	Meets or exceeds my expectations	Two or more members available to Hutto, maybe Irving 100% of the time.
Nick Angeli	8	Other	That's great that the firm has 19 owner's reps, but I'm not quite sure if the six that are listed on page 29 are the ones in Central Texas and that's why they are listed and the others aren't? Also how do three of them have 10% availability, and then two of them are completely available?
Todd Meaker	9	Other	most of their staff is only 10% available unless you need facilities or utilities

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	1	Doesn't meet my expectations	No specific reference letters, similar projects in scope & budget are few and far between
David Amsler	6	Partially meets my expectations	Contacts only.

Nick Angeli	6	Partially meets my expectations	Two of the three references being San Antonio/Bexar County does not mean much since we are a much smaller entity.
Todd Meaker	5	Other	references were provided

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
20	3	1
20	8	6
10	15	6
17	9	5
16.75	**8.75**	**4.5**
↓	↓	↓
16.75	**8.75**	**4.5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Rider Levett Bucknall

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	36	36	14
Nick Angeli	21	21	4
David Amsler	58	58	25
Todd Meaker	42	42	18
		Average:	**15.25**
			↓
Calculated:	**39.25**	**39.25**	**15.25**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	18	18	18
Nick Angeli	6	6	6
David Amsler	30	30	30
Todd Meaker	19	19	19
		Average:	18.25
			↓
Calculated:	18.25	18.25	18.25

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	18	Partially meets my expectations	Many projects identified are significantly larger than PD or potential PW project. Concerns about them scaling down to our degree.

David Amsler	30	Meets or exceeds my expectations	Strong wide depth of experience.
Nick Angeli	6	Doesn't meet my expectations	I don't love that the majority of the projects used as examples are out-of-state and that the only Texas example is the expansion of the Austin convention center, which is nothing like anything we will ever do in Hutto.
Todd Meaker	19	Other	owners rep on some facilities and support on a treatment plant

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	14	Partially meets my expectations	A lot of private experience. What public experience is captured here, are major projects in Austin or other large cities (Houston, Phoenix)
David Amsler	25	Meets or exceeds my expectations	Strong experienced team.
Nick Angeli	4	Doesn't meet my expectations	Mostly private development experience listed for this personnel.
Todd Meaker	18	Other	good list of management specialists

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	13	Partially meets my expectations	Nothing here really differentiates them from other responses. Somewhat abbreviated.
David Amsler	18	Strongly fits desired attribute(s)	Strong approach and understating of our needs.
Nick Angeli	15	Other	Would've appreciated more detail here but no big issue.
Todd Meaker	15	Other	good approach to management

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Mostly complete response	Prefer to have the capacity % illustration captured here.
David Amsler	10	Strongly fits desired attribute(s)	Too generic of an answer.
Nick Angeli	2	Doesn't meet my expectations	It's not clear to me which staff members are local and which are not, and this capacity & availability page does not list out the availability of specific team members, or any specifics on current workload.

Todd Meaker	9	Other	they boast a large national organization but provided no way for me to gauge availability.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	3	Doesn't meet my expectations	Unsure as to how to review references in Bonfire, they should have been submitted with SOQ.
David Amsler	5	Partially fits desired attributes	Did not see the references myself but claimed to have submit via bonfire, score adjustment here may be needed.
Nick Angeli	0	Incomplete response	References not included in packet.
Todd Meaker	0	Other	there is no information here for me to review.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
13	6	3
15	2	0
18	10	5
15	9	0
15.25	**6.75**	**2**
↓	↓	↓
15.25	**6.75**	**2**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Square One Consultants

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	25	25	5
Nick Angeli	46	46	10
David Amsler	45	45	15
Todd Meaker	44	44	15
		Average:	**11.25**
			↓
Calculated:	**40**	**40**	**11.25**

Evaluation Group 2 - Main Evaluation

Reviewer	Total / 30 pts	A - Evaluation Criteria / 30 pts	A-1 - Relevant Owner's Representative Experience / 30 pts
Kate Moriarty	8	8	8
Nick Angeli	15	15	15
David Amsler	15	15	15
Todd Meaker	20	20	20
		Average:	**14.5**
			↓
Calculated:	**14.5**	**14.5**	**14.5**

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	8	Doesn't meet my expectations	Cedar Park, Lakeway, relevant exp. The projects referenced though aren't even in the ballpark of our Justice Center.

David Amsler	15	Partially meets my expectations	Focused in facilities and trails rather than roads and water.
Nick Angeli	15	Partially meets my expectations	Some major facilities experience here, but not all of it is particularly relevant to the kinds of facilities we would be building here at the City of Hutto.
Todd Meaker	20	Other	variety of example of facilities. all local to the Austin area.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Doesn't meet my expectations	No relevant municipal project exp that mirrors our JC scope and size. Outside of RR fire stations.
David Amsler	15	Partially meets my expectations	Not as large as desired for our needs.
Nick Angeli	10	Other	Not very many municipal projects listed under these staff members' experience.
Todd Meaker	15	Other	Very lean list of resumes. having to read further to know they are owned By Raba Kistner and have access to 41 PM's

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	10	Partially meets my expectations	Mostly satisfactory response
David Amsler	15	Strongly fits desired attribute(s)	Good approach but not tailored to Hutto
Nick Angeli	16	Meets or exceeds my expectations	No significant issues here.
Todd Meaker	15	Other	very detail proposal

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	8	Partially meets my expectations	% illustration always preferred.
David Amsler	9	Partially meets my expectations	Generic answers given
Nick Angeli	13	Meets or exceeds my expectations	Appreciate that most of the project managers are local and that this proposal outlines response times. Would have preferred availability outlined for specific team members, as well as what the current workload looks like.
Todd Meaker	9	Other	they have 35% availability with availability to add 3-5 projects.

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	2	Doesn't meet my expectations	Not relevant references
David Amsler	6	Partially meets my expectations	Only contacts given.
Nick Angeli	7	Other	Would like more detail here on what all Square One has done for these entities.
Todd Meaker	5	Other	3 good contacts for references but no supporting documents.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
10	8	2
16	13	7
15	9	6
15	9	5
14	**9.75**	**5**
↓	↓	↓
14	**9.75**	**5**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Westwood Professional Services, Inc.

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	14	14	0
Nick Angeli	30	30	5
David Amsler	64	64	25
Todd Meaker	48	48	17
		Average:	**11.75**
			↓
Calculated:	**39**	**39**	**11.75**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	0	0	0
Nick Angeli	8	8	8
David Amsler	20	20	20
Todd Meaker	20	20	20
		Average:	12
			↓
Calculated:	12	12	12

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Just not relevant experience?
David Amsler	20	Strongly fits desired attribute(s)	Facility focused rather than CIP.

Nick Angeli	8	Doesn't meet my expectations	CMAR delivery facility experience, but none of these examples are municipal projects. They all appear to be educational facilities or healthcare facilities.
Todd Meaker	20	Other	good examples but none of them are local. all were in Dallas and all were facilities.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Not relevant experience
David Amsler	25	Meets or exceeds my expectations	Has a strong team that could handle our type of work and has successfully done so in the past.
Nick Angeli	5	Doesn't meet my expectations	Not satisfied with the relevant experience of the specified personnel.
Todd Meaker	17	Other	staff resumes look good for facilities

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	7	Partially meets my expectations	Sufficient

David Amsler	18	Strongly fits desired attribute(s)	Strong approach.
Nick Angeli	18	Meets or exceeds my expectations	Appreciate the mention of project management software knowledge.
Todd Meaker	15	Other	methodology for their approach seems sound.

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	6	Partially meets my expectations	Prefer % availability illustrations
David Amsler	15	Meets or exceeds my expectations	Timeline commitments and 2 people dedicated to Hutto 100% of the time.
Nick Angeli	0	Doesn't meet my expectations	None of the listed personnel are in Central Texas and most of them say 25% availability.
Todd Meaker	11	Other	large staff is offering mostly 25% availability assigned project Manager is showing 100% availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	1	Doesn't meet my expectations	(1) somewhat local municipality referenced. Respective project though wasn't relevant to Hutto

David Amsler	6	Partially meets my expectations	Only contacts provided.
Nick Angeli	7	Other	Two of the three references are municipalities, but it's not specified here what the projects performed for these entities were.
Todd Meaker	5	Other	good example with no reference documentation.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
7	6	1
18	0	7
18	15	6
15	11	5
14.5	**8**	**4.75**
↓	↓	↓
14.5	**8**	**4.75**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se

Cumming Management Group, Inc

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	**/ 70 pts**	**/ 70 pts**	**/ 25 pts**
Kate Moriarty	12	12	0
Nick Angeli	30	30	5
David Amsler	53	53	20
Todd Meaker	46	46	15
		Average:	**10**
			↓
Calculated:	**35.25**	**35.25**	**10**

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	0	0	0
Nick Angeli	20	20	20
David Amsler	20	20	20
Todd Meaker	20	20	20
		Average:	15
			↓
Calculated:	15	15	15

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Awesome experience, but not relevant to anything upcoming for Hutto
David Amsler	20	Strongly fits desired attribute(s)	Facility focused.

Nick Angeli	20	Other	Has some experience with CMAR projects and some municipal facilities experience but none of the examples are in the Austin metro, and parking garages, arts facilities, and educational facilities are not on our horizon.
Todd Meaker	20	Other	relevant facilities management experience

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Qualified team but again, little to no relevant experience for municipal projects OR PD/PW Facilities
David Amsler	20	Strongly fits desired attribute(s)	Strong team but not as large as desired.
Nick Angeli	5	Doesn't meet my expectations	The listed personnel provide experience with clinics and hotels and office buildings, but very few municipal capital projects
Todd Meaker	15	Other	Large company with a lot of recourses not as impressed with the resumes for the team assigned to us.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	12	Partially meets my expectations	Good CMAR experience. Decent detail explanation for approach.
David Amsler	20	Meets or exceeds my expectations	Strong approach.
Nick Angeli	20	Meets or exceeds my expectations	No issues here.
Todd Meaker	15	Other	referenced approach is relevant for owners Representative

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Regional support is mentioned but they aren't close to Hutto and don't have a presence in Austin-area.
David Amsler	6	Partially meets my expectations	Generic answer and not tailored.
Nick Angeli	5	Partially fits desired attributes	No specific outline of expectations that would be appropriate for how long certain things should receive responses etc. Also, the nearest office is Waco, which is not local.

Todd Meaker	10	Other	blanket statement about their large staff and availability to respond within 24 hours

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Not aligned with Hutto needs
David Amsler	7	Strongly fits desired attribute(s)	Gave details but limited.
Nick Angeli	0	Doesn't meet my expectations	Two of the three references are from City of Waco and one of them is from a hospital director. Also, there's typos in here.
Todd Meaker	6	Other	provided contact info and description of projects.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
12	0	0
20	5	0
20	6	7
15	10	6
16.75	**5.25**	**3.25**
↓	↓	↓
16.75	**5.25**	**3.25**

RFQ# 2026-040-KM-03 - City of Hutto - Owner's Representative Se
Cullen Construction Management, WBE

Scoring Summary

Evaluation Group 1 - Technical Review

	Total	A - Evaluation Criteria	A-2 - Project Team & Key Personnel
Reviewer	/ 70 pts	/ 70 pts	/ 25 pts
Kate Moriarty	19	19	5
Nick Angeli	15	15	0
David Amsler	46	46	20
Todd Meaker	43	43	15
		Average:	10
			↓
Calculated:	30.75	30.75	10

Evaluation Group 2 - Main Evaluation

	Total	A - Evaluation Criteria	A-1 - Relevant Owner's Representative Experience
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Kate Moriarty	0	0	0
Nick Angeli	5	5	5
David Amsler	25	25	25
Todd Meaker	19	19	19
		Average:	12.25
			↓
Calculated:	12.25	12.25	12.25

Evaluation Group 3 - Price Evaluation

Scoring Comments

A-1 - Relevant Owner's Representative Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	0	Doesn't meet my expectations	Experience doesn't align with Hutto needs
David Amsler	25	Strongly fits desired attribute(s)	Has a strong team that could handle this type of work and has done so successfully in the past.

Nick Angeli	5	Doesn't meet my expectations	Austin Convention Center is nothing like anything we will construct. An entertainment district in Illinois is not relevant either. Neither are residential or educational facilities.
Todd Meaker	19	Other	relevant management experience but primarily buildings not infrastructure examples.

A-2 - Project Team & Key Personnel - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Doesn't meet my expectations	Experience captured above isn't relevant to Hutto's upcoming needs
David Amsler	20	Strongly fits desired attribute(s)	Strong overall team.
Nick Angeli	0	Doesn't meet my expectations	No relevant experience.
Todd Meaker	15	Other	not demonstrating a lot of public infrastructure examples.

A-3 - Project Understanding & Approach - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	9	Mostly complete response	Strong CMAR experience. General project approach thoguh that doesn't set them apart from another.

David Amsler	12	Partially meets my expectations	Has the experience but did not tailor their approach to how they would serve Hutto or demonstrate an understanding of our specific needs.
Nick Angeli	10	Partially meets my expectations	Not enough detail.
Todd Meaker	15	Other	shows diversity in how they could help represent the City

A-4 - Capacity & Availability - Reviewer Scores

Reviewer	Score	Reason	Comments
Kate Moriarty	5	Medium level of detail in response	While I appreciate brevity, there's no illustration of capacity and what that looks like
David Amsler	8	Partially meets my expectations	They gave a generic answer.
Nick Angeli	5	Partially meets my expectations	The vast majority of their staff is not local.
Todd Meaker	8	Other	3 people in the area to draw from. not clear on their availability

A-5 - Past Performance & References - Reviewer Scores

Reviewer	Score	Reason	Comments

Kate Moriarty	0	Doesn't meet my expectations	Not relevant
David Amsler	6	Partially meets my expectations	Had them but not in depth what they would or did say.
Nick Angeli	0	Doesn't meet my expectations	Only one of these references is municipal and they are in Illinois.
Todd Meaker	5	Other	all facilities no real infrastructure examples.

ervices

A-3 - Project Understanding & Approach	A-4 - Capacity & Availability	A-5 - Past Performance & References
/ 20 pts	/ 15 pts	/ 10 pts
9	5	0
10	5	0
12	8	6
15	8	5
11.5	**6.5**	**2.75**
↓	↓	↓
11.5	**6.5**	**2.75**

AGENDA ITEM REPORT
10.6.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-196 authorizing the City Manager to execute a license agreement between the City of Hutto and 420 US 79, Ltd. for ADA parking spaces within the Hutto Co-Op District (Kate Moriarty)
Meeting:	Thursday, October 1, 2026
Department:	City Manager /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

This item follows the City Council's approval of the Memorandum of Understanding (MOU) between the City of Hutto and the developer, 420 US 79, Ltd., regarding operational matters at the Hutto Co-Op.

This agreement represents the first deliverable associated with the MOU approved in February 2026. It formally documents the installation of two ADA-accessible parking spaces at the Co-Op Gin building, completed in 2025.

Under the agreement, the City is responsible for maintaining the signage and striping for the designated ADA spaces. The developer will maintain the underlying property, including the surface of the parking lot where the spaces are located.

STAFF RECOMMENDATION:

Staff recommends acceptance. The City provided the installation of the parking spaces originally to open up the Gin building for community programming, and while the City owns/maintains the Gin building, the developer is responsible for the surrounding and underlying property.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. 20206.10.1_ADALicenseRes_DRAFT
2. License Agreement ADA Parking EXECUTED BUTLER
3. Form 1295 FILED 9-17-26_Redacted

AGENDA ITEM REPORT
10.6.

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A LICENSE AGREEMENT WITH 420 US 79, LTD. FOR THE USE AND MAINTENANCE OF DISABLED PARKING SPACES ADJACENT TO THE CITY'S GIN BUILDING; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, 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 of Hutto, Texas ("City") and 420 US 79, Ltd. ("Developer") entered into a Memorandum of Understanding Regarding Certain Hutto Co-Op District Operational Issues on February 5, 2026, which contemplated the City's continued use of certain parking spaces on property owned by the Developer to provide disabled parking adjacent to the City's Gin Building; and

WHEREAS, pursuant to the Memorandum of Understanding, the City and Developer desire to enter into a License Agreement establishing the terms for the City's continued use and maintenance of two disabled parking spaces located on the Developer's property; and

WHEREAS, the City Council finds that approval of the License Agreement supports continued accessible public parking serving the City's Gin Building and the Hutto Co-Op District.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the license agreement, **Attachment A,** a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Manager is hereby authorized to take all actions necessary to implement the terms and intent of this Resolution and the agreement, including ensuring compliance with applicable City policies, procedures, and funding requirements.

SECTION 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1 of October, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

LICENSE AGREEMENT
(Disabled Parking Spaces)

This License Agreement (Disabled Parking Spaces) (this "License Agreement") is by and between the CITY OF HUTTO , TEXAS ("City"), and 420 US 79, Ltd. ("Developer"), and is effective on the date of the last to sign below.

WHEREAS, the Developer is the owner of the real property next to the City's Gin Building, on which real property there is currently a temporary parking lot that serves the Hutto Co-Op District; and

WHEREAS, the Developer and the City entered into that certain Memorandum of Understanding Regarding Certain Hutto Co-Op District Operational Issues on February 5, 2026 (the "MOU"); and

WHEREAS, pursuant to the MOU, the Developer agreed for the City to utilize three (3) parking spaces next to the Gin Building to designate as two (2) disabled parking spaces (the "Disabled Parking Spaces"), such Disabled Parking Spaces depicted on the attached Exhibit "A"; and

WHEREAS, the City has already installed necessary striping and signage to construct the Disabled Parking Spaces; and

WHEREAS, pursuant to the MOU, the City and the Developer are to enter into a license agreement to allow the City the continued use such Disabled Parking Spaces so long as the underlying property is owned by the Developer or its affiliate.

NOW, THEREFORE, the City and the Developer agree as follows:

I. License

1.1 The Developer does hereby convey to the City a non-exclusive license to use and maintain the Disabled Parking Spaces, as public parking spaces for persons with disabilities, in accordance with the Texas Transportation Code.

1.2 It is understood that this License Agreement creates a license only and that the City does not and shall not claim at any time any interest or estate of any kind in the Disabled Parking Spaces.

1.3 It is further understood that the City must comply with all laws relating to the posting or designation of the Disabled Parking Spaces as being parking spaces for persons with disabilities.

II. Maintenance

2.1 The City agrees to maintain in a neat and attractive condition all signage and striping necessary to designate the Disabled Parking Spaces. The Developer shall maintain the underlying property of the Disabled Parking Spaces in good condition at the Developer's sole expense (other than damage caused by the City.)

2.2 In the event the City does not maintain the improvements as required herein following a 60-day advance written notice to the Developer, or in the event of an emergency in which case no advance notice is required, then the Developer has the right to repair and maintain the improvements and the City will reimburse the Developer for the reasonable cost thereof.

III. Non-assignability

3.1 The rights and obligations granted in this License Agreement are personal to the City, and may not be assigned without the written consent of the Developer.

IV. Term

4.1 This License Agreement shall remain in effect for so long as the property upon which the Disabled Parking Spaces are located is owned by the Developer or an affiliate of the Developer. This License Agreement shall automatically terminate, without the need for execution of additional documents, upon the conveyance of the underlying property to a third party that is not an affiliate of the Developer (although in such event the City shall *not* be required to remove any signage or re-stripe the area.) This License Agreement shall further terminate in the event that the City provides written notice to the Developer that it no longer desires to utilize the Disabled Parking Spaces as such, in which case the City shall remove any signage and re-stripe the area for standard parking spaces.

V. Miscellaneous

5.1 This License Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any dispute under this Agreement shall lie exclusively in the courts of Williamson County, Texas.

5.2 This License Agreement is granted and accepted subject to any and all easements, covenants, rights of way, restrictions, reservations, and encumbrances, if any, to the extent that they are shown in the Official Records of Williamson County, or are apparent on the ground upon the date hereof.

5.3 In the event of a breach hereof by either party, then the non-defaulting party shall have available all remedies at law or equity.

5.4 Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail, or nationally recognized overnight delivery, to the following addresses (or other address provided by one party to the other):

CITY: **City of Hutto**
ATTN: City Manager
500 W. Live Oak
Hutto, Texas 78634

DEVELOPER: **420 US 79, Ltd.**
199 Co-Op Blvd., Ste. 490
Hutto, Texas 78634

5.5 If this License Agreement terminates because of a sale of the underlying property to a nonaffiliate of the Developer, then the Developer will cooperate with the City in locating replacement parking spaces for persons with disabilities.

5.6 Nothing in this License Agreement shall impose an obligation on the Developer to enforce Texas laws with respect to parking in marked disabled spaces. Enforcement thereof shall remain with the City.

5.7 Any changes, modifications, revisions, or amendments to this License Agreement that are mutually agreed upon by the Parties shall be incorporated by written instrument, executed, and signed by both Parties.

5.8 This License Agreement represents the entire agreement between the Parties as it relates to the Disabled Parking Spaces and supersedes all prior negotiations, representations, and agreements, whether written or oral.

5.9 In the event of any dispute over its meaning or application, this License Agreement shall be interpreted fairly and reasonably, and neither more strongly against either Party.

5.10 Should any portion of this License Agreement be judicially determined to be illegal or unenforceable, the remainder of this License Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

5.11 The City does not waive governmental immunity by entering into this License Agreement and specifically retains all immunities and defenses available to the City pursuant to all applicable law.

(signatures on following page)

EXECUTED on the date set forth below:

CITY:
CITY OF HUTTO , TEXAS

By:_____
Mike Snyder, Mayor

Date:_____

ATTEST:

_____
Laura Hallmark, City Secretary

EXECUTED on the date set forth below:

DEVELOPER:

420 US 79, LTD.,
a Texas limited partnership

By: 420 US 79 GP, LLC,
A Texas limited liability company,
Its General Partner

By: BCP GP, LLC
A Texas limited liability company,
Its Sole Member

By: _____
Edward S. Butler, Sole Member

Date: 9-14-26

EXHIBIT "A"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1517556

Date Filed:
09/17/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

420 US 79 Ltd
Hutto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

License Agreement
To allow the City to maintain disabled parking spaces

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Harriss, William	Austin, TX United States		X
Butler, Edward	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is William Harriss, and my date of birth is [redacted].

My address is 5335 Tortuga Trail, Austin (city), TX (state), 78731 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 17th day of September (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
10.7.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-197 accepting the infrastructure improvements for private development known as Lidell Walker Phase 3. (Kate Moriarty)
Meeting:	Thursday, October 1, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

This project is located in the Northeast section of Hutto and consists of infrastructure acceptance of **wastewater, sidewalk, drainage, sidewalk and streets** construction with the Lidell Walker Phase 3. The final inspection by staff accepts this infrastructure, including supporting documentation. Infrastructure documents include maintenance bonds, cost summary, areas approved and itemized infrastructure.

STAFF RECOMMENDATION:

Staff Recommends Approval

FISCAL NOTES:

No financial impact from acceptance of infrastructure improvements. Engineering has confirmed that maintenance bonds have been received and provided to City Secretary for recordkeeping.

ATTACHMENTS:

1. Lidell_Walker_Phase_3 map
2. 20261001 Hutto RES Lidell Walker Phase 3
3. Lidell walker PH 3 photo
4. Final Subdivision Checklist
5. Lidell Walker Ph 3 - TAS Inspection No Viol
6. Lidell walker PH 3 close out
7. Lidell Walker Phase 3 (Record Drawings) signed
8. Lidell Walker Phase 3 City of Hutto Construction Summary signed
9. Lidell Walker Phase 3 ECL (City of Hutto) signed
10. Lidell Walker Phase 3 FCQ's (COH) signed
11. Survey-Control-Point-Description_20260825
12. Final Subdivision Checklist
13. Lidell Walker Ph 3 - Maintenance Bond

AGENDA ITEM REPORT
10.7.

Lidell Walker Phase 3

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING INFRASTRUCTURE IMPROVEMENTS FOR THE PROJECT KNOWN AS LIDELL WALKER PHASE 3 IN THE CITY OF HUTTO, WILLIAMSON COUNTY; PROVIDING PROPER NOTICE AND MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the public infrastructure improvements for Lidell Walker Phase 3 project have been constructed and are ready for acceptance; and

WHEREAS, a final inspection was conducted by the City Construction Inspection and Public Works staff on all streets, sidewalks, drainage, water, and wastewater improvements; and

WHEREAS, Markel Insurance Company submitted warranty bonds to cover the material and workmanship for two years.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to accept the infrastructure and enter into a two-year maintenance period.

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

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1st day of October 2026 on vote of __AYES; ___NAYS; __ABSTENTIONS

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 7/31/26

Name of Project: Lidell Walker PH 3

Conditional / Final Acceptance Date: _____

Inspector's Name: Carson Monroe Job Number(s): _____

Note: All spaces need to be initialed by Inspector including N/A.

TM 1. Project Construction Summary Date Received: 8/26/26

TM 2. Engineer's Concurrence Letter Date Received: 8/26/26

_____ 3. Maintenance Bond(s) Date Received: _____

TM 4. Final Cost & Quantities signed & sealed by engineer Date Received: 7/28/26

TM 5. As-built Reproducible Plans (1-24"X36", pdf scan, ACAD Base Map files< Shape File .SHP) Date Received: 8/26/26

TM 6. TDLR Inspection Report

TM 7. Test Reports

- ✓ Manhole Test
- _____ TV Test
- _____ Bacteriological Test
- ✓ WW Low Air Pressure Test / Mandrel Test
- _____ Valve & Hydrant Test
- _____ Water Pressure Test

_____ 8. Punch List Date Completed:_____

TM 9. No. of Lots for Subdivisions 198 Total Acres in Subdivision. 62.678

CM 10. Plans showing the location of installed all Dry Utilities. (Electric, Gas and communication lines)

TM 11. Location and elevation of Benchmark from RPLS

TM 12. Map showing Area being accepted.

Comments: _____

_____

_____

Please initial: _____ Inspector, _____Supervisor,

ATS
Engineers | Inspectors | Surveyors

TBPE FIRM REG. #2487
TBPLS FIRM REG. #10126000

4910 West Hwy 290
Suite 300
Austin, Texas 78735
512.328.6995
ats-engineers.com

Structural Engineering

- Single-Family Residential (Builder/Custom/Remodel)
- Multi-Family Residential
- Light Commercial

Property Condition Inspections

Land Surveying

Texas Accessibility Standards (ADA) Compliance Reviews & Inspections

Certified Code Compliance Inspectors & Plan Reviewers

Energy Code Consulting & Inspections
Green Building Consulting & Certification

Construction Consulting

25 August 2026

Austin Evetts
GRBK Edgewood, LLC
9430 Research Blvd. Echelon Bldg. IV. Suite 180
Austin, TX 78759

Re: INSPECTION with NO VIOLATIONS
Lidell Walker Subdivision Phase 3
815 CR 132
Hutto, TX 78634
TABS2025019600

Mr. Evetts,

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate) to the owner up on receipt of a completed Notice of Substantial Compliance Request Form.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Respectfully,

Richard Emerson, RAS-245
Email: Richard_emerson@ats-engineers.com
iPhone: (817) 807-5618

OWNER:
GRBK EDGEWOOD, LLC
2805 DALLAS PARKWAY, SUITE 400
PLANO, TX 75093

MERITAGE HOMES
12301 RESEARCH BLVD BLDG 4, STE 400
AUSTIN, TX 78759

ENGINEER:
GRAY ENGINEEERING. INC
8834 N. CAPITAL OF TEXAS HIGHWAY, STE 140
AUSTIN, TX 78759
(512) 542-0371

SURVEYOR:
BGE, INC., TBPE F-1046
101 WEST LOUIS HENNA BLVD, STE 400
AUSTIN, TX 78728
(512) 879-0400

UTILITY PROVIDERS:
JONAH SUD WATER
ONCOR ENERGY
CENTRIC GAS
HUTTO WASTEWATER

REVIEWED BY:

Scott Pike 3/18/25
JONAH WATER SPECIAL UTILITY DISTRICT DATE

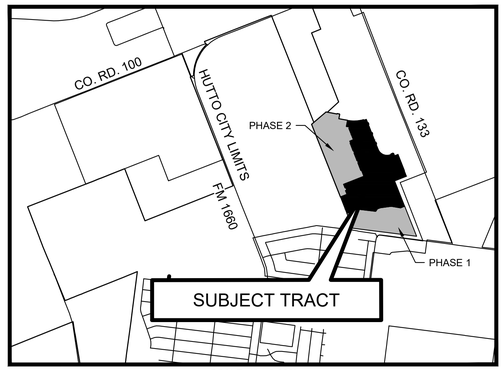
4/8/2025
CITY OF HUTTO ENGINEERING DATE

CONSTRUCTION PLANS FOR

LIDELL WALKER, PHASE III "PAVING, DRAINAGE, WATER & WASTEWATER IMPROVEMENTS"

WILLIAMSON COUNTY, TEXAS

MARCH 2025



SCALE: 1" = 2,000'

Recorded plat and address plat added

Sheet List Table

SHEET NUMBER	SHEET TITLE
1	COVER
2	GENERAL NOTES (1 OF 2)
3	GENERAL NOTES (2 OF 2)
4	PLAT (1 OF 4)
5	PLAT (2 OF 4)
6	PLAT (3 OF 4)
7	PLAT (4 OF 4)
8	OVERALL EROSION PLAN (1 OF 2)
9	OVERALL EROSION PLAN (2 OF 2)
10	OVERALL GRADING PLAN (1 OF 2)
11	OVERALL GRADING PLAN (2 OF 2)
12	SEABRIGHT AVENUE PLAN AND PROFILE (1+00 TO 7+00)
13	SEABRIGHT AVENUE PLAN AND PROFILE (7+00 TO END)
14	UNIVERSAL DRIVE (N) PLAN AND PROFILE (1+00 TO END)
15	UNIVERSAL DRIVE (S) PLAN AND PROFILE (1+00 TO 9+00)
16	UNIVERSAL DRIVE (S) PLAN AND PROFILE (9+00 TO END)
17	CALPELLA RUN PLAN AND PROFILE (1+00 TO END)
18	INGLENOOK ROAD PLAN AND PROFILE (1+00 TO END)
19	LUCERNE ROAD PLAN AND PROFILE (1+00 TO END)
20	PICO STREET PLAN AND PROFILE (1+00 TO END)
21	MALIBU BEND AND KNUCKLES PLAN AND PROFILE (1+00 TO 8+30.39)
22	MALIBU BEND PLAN AND PROFILE (8+30.39 TO END)
23	MANDEVILLE DR AND PLAN AND PROFILE (1+00 TO END)
24	OVERALL DRAINAGE AREA MAP (1 OF 3)
25	OVERALL DRAINAGE AREA MAP (2 OF 3)
26	OVERALL DRAINAGE AREA MAP (3 OF 3)
27	DRAINAGE CALC (1 OF 3)
28	DRAINAGE CALC (2 OF 3)
29	DRAINAGE CALC (3 OF 3)
30	OVERALL STORM PLAN (1 OF 2)
31	OVERALL STORM PLAN (2 OF 2)
32	SSL-B PLAN AND PROFILE (1+00 TO END)
33	SSL-H PLAN AND PROFILE (1+00 TO END)
34	SSL-I & SSL-J PLAN AND PROFILE (1+00 TO END)
35	SSL-K PLAN AND PROFILE (1+00 TO END)
36	SSL-L PLAN AND PROFILE (1+00 TO END)
37	SSL-N AND SSL-Q PLAN AND PROFILE (1+00 TO END)
38	SSL-P PLAN AND PROFILE (1+00 TO 10+00)
39	SSL-P PLAN AND PROFILE (10+00 TO 18+50)
40	SSL-P PLAN AND PROFILE (18+50 TO END)
41	SSL-R & SSL-S PLAN AND PROFILE (1+00 TO END)
42	SSL-T PLAN AND PROFILE (1+00 TO END)
43	SSL-U SSL-V SSL-X PLAN AND PROFILE (1+00 TO END)
44	SSL-Y PLAN AND PROFILE (1+00 TO END)
45	SSL-Z PLAN AND PROFILE (1+00 TO END)
46	SSL-AA PLAN AND PROFILE (1+00 TO END)
47	LATS (1 OF 4)
48	LATS (2 OF 4)
49	LATS (3 OF 4)
50	LATS (4 OF 4)
51	OVERALL WASTEWATER PLAN (1 OF 2)
52	OVERALL WASTEWATER PLAN (2 OF 2)
53	WW-I PLAN AND PROFILE (1+00 TO 8+50)
54	WW-I PLAN AND PROFILE (8+50 TO END)
55	WW-B PLAN AND PROFILE (1+00 TO END)
56	WW-L PLAN AND PROFILE (1+00 TO END)
57	WW-D PLAN AND PROFILE (1+00 TO END)
58	WW-H PLAN AND PROFILE (1+00 TO END)
59	WW-G PLAN AND PROFILE (1+00 TO END)
60	WW-F PLAN AND PROFILE (1+00 TO END)
61	WW-E PLAN AND PROFILE (1+00 TO END)
62	WW-K PLAN AND PROFILE (1+00 TO END)
63	WW-C PLAN AND PROFILE (1+00 TO END)
64	OVERALL WATER PLAN (1 OF 2)
65	OVERALL WATER PLAN (2 OF 2)
66	WL-A PLAN AND PROFILE (1+00 TO 9+00)
67	WL-A PLAN AND PROFILE (9+00 TO END)
68	OVERALL SIGNAGE PLAN (1 OF 2)
69	OVERALL SIGNAGE PLAN (2 OF 2)
70	EROSION DETAILS (1 OF 2)
71	EROSION DETAILS (2 OF 2)
72	STORM DETAILS (1 OF 6)
73	STORM DETAILS (2 OF 6)
74	STORM DETAILS (3 OF 6)
75	STORM DETAILS (4 OF 6)
76	STORM DETAILS (5 OF 6)
77	STORM DETAILS (6 OF 6)
78	STREET DETAILS (1 OF 3)
79	STREET DETAILS (2 OF 3)
80	STREET DETAILS (3 OF 3)
81	WASTEWATER DETAILS (1 OF 4)
82	WASTEWATER DETAILS (2 OF 4)
83	WASTEWATER DETAILS (3 OF 4)
84	WASTEWATER DETAILS (4 OF 4)
85	WATER DETAILS (1 OF 5)
86	WATER DETAILS (2 OF 5)
87	WATER DETAILS (3 OF 5)
88	WATER DETAILS (4 OF 5)
89	WATER DETAILS (5 OF 5)

Added the following sheets:

1) Oncor electric plans

2) Universal Natural gas plans and Centric Fiber plans

SITE INFORMATION:
LEGAL DESCRIPTION: THAT GBRK, LLC (50% INTEREST), A TEXAS LIMITED LIABILITY COMPANY, AND MERITAGE HOMES OF TEXAS, LLC (50% INTEREST), AN ARIZONA LIMITED LIABILITY COMPANY, OWNERS OF A CALLED 263.021 ACRE TRACT OF LAND AS CONVEYED TO THEM BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023089401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; DOES HEREBY SUBDIVIDE SAID 64.795 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

LIDELL WALKER PHASE 3

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BENCHMARK INFORMATION:
BENCHMARK #1 1/2" IRON ROD PLACED ON THE EASTERN END OF MAIN HIPPO DR LOCATED IN MUSTANG CREEK SUBDIVISION.

ELEVATION: 674.05 FEET

FLOODPLAIN INFORMATION:
NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

ADDITIONAL NOTES:
1. THIS PROJECT IS LOCATED IN THE TURKEY CREEK-BRUSHY CREEK WATERSHED AND ARE CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
2. NO PORTION OF THIS PROJECT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
3. THIS PROJECT IS LOCATED WITHIN THE CITY OF HUTTO WITHIN WILLIAMSON COUNTY.
4. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF HUTTO MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

SUBMITTED BY

11/18/2024
AUSTIN R. SEIFERT, P.E. DATE
GRAY ENGINEERING, INC
8834 N. CAPITAL OF TEXAS HIGHWAY, STE 140
(512) 452-0371
FAX (512) 454-9933

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

REVISIONS / CORRECTIONS					
REVISION NO.	DESCRIPTION	DATE	REVISED (R), ADD (A), VOID((V), SHEET NO.'S	ACCEPTED BY	APPROVAL DATE

RECORD DRAWINGS
This record drawing has been prepared based on information submitted, in part by others. While this information is believed to be reliable, the Engineer is not responsible for its accuracy or for errors or omissions which may have been incorporated in the document as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

Signature 8.11.26 Date

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SHEET 1 OF 89

PROJECT NO: 11762 LIDELL WALKER PHASE 3

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CADSHEETS\11762-C-COVR.DWG DATE: 11/18/2024 10:28:29 AM BY: JHADLEY

CITY OF HUTTO - GENERAL CONSTRUCTION NOTES
UPDATED MARCH 2019

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING: TEXAS811 811 LONE STAR 1-800-669-8344 FOR LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

2. PRIOR TO ANY CONSTRUCTION, THE DESIGN ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO, HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE. IF CONSTRUCTION IS NOT STARTED ON THE SITE WITHIN 30 CALENDAR DAYS AFTER THE PRE-CONSTRUCTION CONFERENCE, THE ENGINEER SHALL CONVENE A NEW PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO, HIMSELF, AND ALL THE ABOVE MENTIONED ENTITIES.

3. PRIOR TO ANY CHANGES TO THE CONSTRUCTION SITE, VIDEO OF THE SITE MUST BE TAKEN AND PROVIDED TO THE CITY BEFORE CONSTRUCTION COMMENCES.

4. ALL CONSTRUCTION OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF HUTTO ENGINEERING MANUAL AND STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS. IF CITY OF HUTTO ENGINEERING MANUAL UNAVAILABLE, OR NOT APPLICABLE, REFER TO TXDOT AND/OR CITY OF GEORGETOWN MANUAL, STANDARDS AND/OR SPECIFICATIONS.

5. ALL STORM SEWER BENDS AND WYES SHALL BE PREFABRICATED.

6. ALL STORM SEWER MAINS TO BE FIELD-TESTED FOR WATER TIGHTNESS NO SOONER THAN 30 DAYS AFTER TOTAL COMPLETION OF THE STORM SEWER LINES.

7. ALL STORM SEWER MAINS TO BE VIDEO TAPED BY CAMERA NO SOONER THAN 30 DAYS AFTER TOTAL COMPLETION OF THE STORM SEWER LINES. TWO DIGITAL COPIES SHALL BE SUPPLIED TO THE CITY BEFORE CLOSEOUT. ALL STORM SEWER CONDUITS WILL BE INSPECTED BY THE CITY BEFORE CITY ACCEPTANCE, VIDEO MUST SHOW DETAILS OF ALL IRREGULARITIES OR OFFSETS (MINIMUM 10 SECONDS OF VIDEO TIME).

8. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.

9. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.

10. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.

11. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.

12. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.

13. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.

14. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.

15. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE ENGINEER.

16. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. ACCURATE "RECORD" DRAWINGS WILL BE PROVIDED TO THE CITY OF HUTTO, ALONG WITH A LETTER CERTIFICATION FROM A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS, STATING THAT SAID PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THESE PLANS, PRIOR TO THE OWNER BEING ISSUED A CERTIFICATION OF COMPLETION AND FINAL ACCEPTANCE. THESE "RECORD" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENTS PRIOR TO FINAL ACCEPTANCE.

17. CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.

18. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.

19. UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.

20. ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.

21. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).

22. TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TXDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TXDOT BARRICADE AND CONSTRUCTION STANDARDS.

23. REVEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY OF GEORGETOWN CONSTRUCTION STANDARDS.

24. CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.

25. NO WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 6:00 P.M. AND 7:00 A.M. ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY. THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.

26. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION VERTICALLY AND HORIZONTALLY OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK, AND SHALL NOTIFY THE ENGINEER AND THE CITY IF THE EXISTING UTILITY LOCATION AND DEPTHS ARE DIFFERENT FROM WHAT IS SHOWN ON THE PLANS. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

27. ALL FIRE LINES SHALL BE DUCTILE IRON.

28. DETECTABLE TAPE SHALL BE USED FOR ALL UNDERGROUND UTILITIES. TAPE MUST BE 12" WIDE 5 MIL WITH APPLICABLE COLOR AND LABEL.

29. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PRIVATE PROPERTY WHICH OCCURS AS A RESULT OF ANY PORTION OF THIS PROJECT. ANY DAMAGE TO PRIVATE PROPERTY SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. THE CONTRACTOR SHALL PAY AND/OR SETTLE WITH PRIVATE PROPERTY OWNER(S) FOR ALL COST RELATED TO DAMAGE. THE CITY WILL NOT PROVIDE SEPARATE PAY FOR REPAIR OF DAMAGES, REIMBURSEMENTS OR SETTLEMENTS.

CITY OF HUTTO - EROSION AND SEDIMENT AND TREE PROTECTION NOTES
UPDATED NOVEMBER 2023

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION AND SEDIMENTATION CONTROLS AND TREE AND NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION).

2. IF APPLICABLE, COMPLIANCE WITH THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) CONSTRUCTION GENERAL PERMIT TXR150000 INCLUDING THE DEVELOPMENT AND IMPLEMENTATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWP3) IS REQUIRED.

3. EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENT CONTROL PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.

4. FIELD REVISIONS TO THE EROSION AND SEDIMENT CONTROL PLAN MAY BE REQUIRED BY THE CITY INSPECTOR TO ADDRESS CONTROL INADEQUACIES. THESE REVISIONS SHALL BE DOCUMENTED IN THE SWP3, IF APPLICABLE.

5. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL ENVIRONMENTAL REGULATIONS/REQUIREMENTS IS REQUIRED WHERE APPLICABLE.

6. STORMWATER BEST MANAGEMENT PRACTICES WILL BE REGULATED BY THE SWP3, AS APPROPRIATE.

7. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS AT: (A) WEEKLY INTERVALS OR (B) ONCE EVERY FOURTEEN (14) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF > 0.5 INCHES TO ENSURE THEY ARE FUNCTIONING PROPERLY. ANY ACCUMULATED SEDIMENT AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHED IS SIX INCHES (6").

8. ALL MUD, DIRT, ROCKS, DEBRIS, ETC., SPILLED, TRACKED, OR OTHERWISE DEPOSITED ON EXISTING PAVED STREETS, DRIVES AND AREAS USED BY THE PUBLIC SHALL BE CLEANED UP BY SCRAPING AND/OR SWEEPING BY THE END OF THE DAY. WASHING INTO DITCHES OR STORM SEWERS IS UNACCEPTABLE.

9. THE CONTRACTOR IS REQUIRED TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ENSURE CONTINUED EFFECTIVE OPERATION OF THE EROSION AND SEDIMENT CONTROLS.

10. IF EROSION AND SEDIMENT CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER'S REPRESENTATIVE AND THE CONTRACTOR ARE TO EXAMINE THE EXISTING EROSION AND SEDIMENT CONTROLS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PREEXISTING EROSION AND SEDIMENT CONTROLS NOTED TO BE REPAIRED AT THE OWNER'S EXPENSE.

POLLUTION PREVENTION MEASURES

1. NO ABOVE AND/OR BELOW GROUND TEMPORARY FUEL STORAGE FACILITIES ARE TO BE STORED ON THE PROJECT SITE.

2. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM AN ACCIDENTAL SPILL HAS TO BE REMOVED AND DISPOSED OF PROPERLY.

3. ALL CONCRETE TRUCKS MUST USE AN APPROVED WASHOUT STATION.

TREE PROTECTION

1. EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIP LINE.

2. WHERE A FENCE IS CLOSER THAN FOUR FEET (4') TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT FEET (8'), OR THE LIMITS OF LOWER BRANCHING, IN ADDITION TO THE FENCING.

3. TREES SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.

4. ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL.
BACKFILL
ROOT AREA WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.

5. TO AVOID SOIL COMPACTION, THE CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIP LINE AREA.

6. CONTRACTOR SHALL PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURE, VEHICULAR TRAFFIC,
AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES").

7. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2'-4') BEHIND THE AREA IN QUESTION.

PERMANENT EROSION CONTROLS

1. ALL DISTURBED AREAS TO BE RESTORED AS NOTED BELOW.

2. ALL DISTURBED AREAS ARE TO BE PERMANENTLY STABILIZED AS REQUIRED BY THE TCEQ CGP TXR150000 OR BY LOCAL REQUIREMENTS, WHICHEVER IS MORE STRINGENT.

3. THE CONTRACTOR SHALL HYDROMULCH OR SOD ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION, EXCEPT WHERE CUTS ARE MADE OF SOLID ROCK.

4. SEEDING FOR PERMANENT EROSION CONTROL SHALL BE APPLIED OVER AREAS DISTURBED BY CONSTRUCTION AS FOLLOWS:
   a. FROM OCTOBER TO FEBRUARY, SEEDING SHALL BE WITH A COMBINATION OF ONE POUND (1 LB.) OF UNHULLED BERMUDA GRASS AND SEVEN POUNDS (7 LBS.) OF WINTER RYE PER 1,000 SQUARE FEET WITH A PURITY OF 95% WITH 90% GERMINATION.
   b. FROM MARCH TO SEPTEMBER, SEEDING SHALL BE DONE WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 100 LBS./ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED.

5. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE "A" RECENT CROP, CLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER'S GUARANTEED ANALYSIS.

6. THE PLANTED AREA MUST BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF SIX INCHES (6"). IRRIGATION WILL OCCUR AT
10-DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS.
RAINFALL OCCURRENCES OF HALF AN INCH (1/2") OR GREATER SHALL POSTPONE THE WATER SCHEDULE FOR ONE WEEK.

7. MULCH TYPE USED SHALL BE EITHER CELLULOSE FIBER MULCH APPLIED AT A RATE OF 2,000 POUNDS PER ACRE, OR WOOD FIBER MULCH APPLIED AT A RATE OF 2,500 POUNDS PER ACRE.

8. RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST ONE INCH TO ONE AND A HALF INCHES (1" TO 1.5") HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN TEN-SQUARE FEET EXIST.

9. A MINIMUM OF FOUR INCHES (4") OF TOPSOIL SHALL BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.

10. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROLS AT THE COMPLETION OF THE PROJECT AND WHEN VEGETATION HAS BEEN RESTORED.

CITY OF HUTTO - WASTEWATER NOTES
UPDATED AUGUST 2018

1. WASTEWATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HUTTO ENGINEERING DESIGN MANUAL, STANDARD SPECIFICATIONS AND STANDARD DETAILS.

2. NO CURVILINEAR WASTEWATER DESIGN/LAYOUT IS PERMITTED.

3. ALL WASTEWATER SERVICE, AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:
   A. WASTEWATER SERVICE "S" ON TOP OF CURB
   B. VALVE "V" ON TOP OF CURB

4. TOOLS FOR MARKING CURBS SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE SPECIFIED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF HUTTO.

5. THRUST BLOCKING AND RESTRAINTS SHALL BE IN ACCORDANCE WITH CITY OF HUTTO STANDARD SPECIFICATIONS.

6. MANDREL TESTING WILL BE REQUIRED ON ALL WASTEWATER PIPE AS PER CITY OF HUTTO CONSTRUCTION SPECIFICATIONS.

7. ALL GRAVITY WASTEWATER MAINS TO BE FIELD-TESTED FOR WATER TIGHTNESS AND VIDEO TAPED BY CAMERA SO SOONER THAN 30-DAYS AFTER TOTAL COMPLETION OF WASTEWATER LINES. TWO DIGITAL COPIES SHALL BE PROVIDED TO THE CITY BEFORE CLOSEOUT.

8. HYDROSTATIC PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL PRESSURE PIPELINES CARRYING WASTEWATER.

9. ALL MANHOLES SHALL BE TESTED FOR LEAKAGE SEPARATELY AND INDEPENDENTLY OF WASTEWATER LINES BY HYDROSTATIC EXFILTRATION TESTING OR OTHER CITY APPROVED METHOD PER CITY OF HUTTO CONSTRUCTION SPECIFICATIONS.

10. EXISTING MANHOLES SHALL BE TESTED FOR LEAKAGE PRIOR TO CORING OR ADJUSTMENT.

11. EXISTING MANHOLES SHALL HAVE ALL CONCRETE SURFACES CLEANED AND COATED PER CITY OF HUTTO WASTEWATER DETAILS AFTER CORING OR ADJUSTMENT.

12. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE / NATIONAL SANITATION FOUNDATION STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.

13. PIPE MATERIAL FOR PRESSURE WASTEWATER MAINS SHALL BE PVC (AWWA C900, MIN. DR 14), OR DUCTILE IRON (AWWA C151, MIN. CLASS 350). DUCTILE IRON FOR PRESSURE WASTEWATER MAINS SHALL HAVE A CORROSION RESISTANT INTERIOR LINING ACCEPTABLE TO OWNER. PIPE MATERIAL FOR GRAVITY WASTEWATER MAINS SHALL BE PVC SDR-26, ASTM D-3034.

14. ALL PVC PIPE (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D-3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F-477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR THIS PROJECT.

15. ALL SANITARY SEWER FACILITIES AND POTABLE WATERLINES MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF CLEARANCE IN ANY DIRECTION BETWEEN THEM. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES.
   A. IF A COLLECTION SYSTEM PIPE PARALLELS A PUBLIC WATER SUPPLY PIPE THE FOLLOWINGREQUIREMENTS APPLY:
      I. A COLLECTION SYSTEM PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC MEETING ASTM SPECIFICATIONS WITH AT LEAST 150 POUNDS PER SQUARE INCH (PSI) PRESSURE RATING FOR BOTH THE PIPE AND JOINTS.
      II. VERTICAL SEPARATION MUST BE AT LEAST TWO FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPES.
      III. HORIZONTAL SEPARATION MUST BE AT LEAST FOUR FEET BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
      IV. COLLECTION SYSTEM PIPE MUST BE BELOW WATER SUPPLY PIPE.
   B. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE, THE FOLLOWING REQUIREMENTS APPLY:
      I. IF A COLLECTION SYSTEM IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, THE FOLLOWING REQUIREMENTS APPLY:
         a. A MINIMUM DISTANCE OF SIX (6) INCHES BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
         b. A COLLECTION SYSTEM PIPE MUST BE BELOW A PUBLIC WATER SUPPLY PIPE.
         c. COLLECTION SYSTEM PIPE JOINTS MUST BE LOCATED AS FAR AS POSSIBLE FROM AN INTERSECTION WITH A PUBLIC WATER SUPPLY LINE.
      II. IF A COLLECTION SYSTEM CROSSES OVER A PUBLIC WATER SUPPLY PIPE, EACH PORTION OF A COLLECTION SYSTEM PIPE WITHIN NINE FEET OF A PUBLIC WATER SUPPLY PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS.

16. AN INDEPENDENT QUALIFIED LAB, AT THE CONTRACTOR'S EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAGES), SUPPLIES, AND LABOR NECESSARY TO PERFORM THE TESTS. A CITY OF HUTTO CONSTRUCTION INSPECTOR MUST BE PRESENT FOR ALL TESTING.

17. THE CONTRACTOR SHALL PROVIDE THE DESIGN ENGINEER AND THE CITY NOT LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING, OR PRESSURE TESTING.

18. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF HUTTO.

19. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON PER CITY OF HUTTO STANDARD DETAILS.

20. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT SHALL HAVE BOLTED AND GASKETED COVERS. CONCRETE MANHOLES TO BE COATED PER STANDARD DETAIL AND CONSTRUCTION SPECIFICATIONS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE PERMITTED.

21. ALL WASTEWATER PIPING AND FITTINGS SHALL BE VIRGIN STOCK.

22. ALL MECHANICAL RESTRAINTS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES:

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.

2. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE OWNER OF THE SYSTEM OR HIS REPRESENTATIVE MUST NOTIFY THE APPROPRIATE TCEQ REGIONAL OFFICE IN WRITING OF THE DATE ON WHICH CONSTRUCTION WILL BEGIN.

3. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.

4. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS.

5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.

6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE.

7. THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE.

8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES IN THE DISTRIBUTION SYSTEM AT ALL POINTS WHERE TOPOGRAPHY OR OTHER FACTORS MAY CREATE AIR LOCKS IN THE LINES. ALL VENT OPENINGS TO THE ATMOSPHERE SHALL BE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT.

9. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES AND SEPTIC TANK DRAINFIELDS. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET '290.44(E) OF THE CURRENT RULES.

10. THE CONTRACTOR SHALL DISINFECT THE NEW WATER MAINS IN ACCORDANCE WITH AWWA STANDARD C651 AND THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATER LINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER.

11. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.

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TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

GENERAL NOTES
(1 OF 2)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 2 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-NOTES.DWG DATE: 11/18/2024 10:28:36 AM BY: JHADLEY

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."

2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [§290.44(A)(1)].

3. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [§290.44(A)(2)].

4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [§290.44(A)(3)].

5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [§290.44(E)(4)(B)].

6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE [§290.44(A)(4)].

7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT [§290.44(B)].

8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [§290.44(D)(1)].

9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [§290.44(F)(1)].

10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED [§290.44(F)(2)].

11. PURSUANT TO 30 TAC §290.44(A)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS. O THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT

THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$Q = \frac{LD\sqrt{P}}{148{,}000}$$

WHERE:
Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
D= THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

WHERE:
L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET §290.44(E)(1)-(4).

13. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [§290.44(E)(5)].

14. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].

15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290.44(E)(7)].

16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].

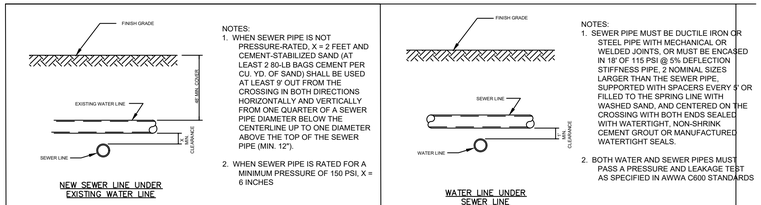
17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-14OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].

18. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.

SEQUENCE OF CONSTRUCTION AND PRIORITY INSPECTIONS – SUBDIVISION DEVELOPMENT THE OWNER AND PRIMARY OPERATOR MUST FOLLOW THIS BASIC SEQUENCE OF CONSTRUCTION FOR EACH SUBDIVISION DEVELOPMENT. WITHIN THE FOLLOWING SEQUENCE OF CONSTRUCTION ARE LISTED PRIORITY INSPECTIONS THAT THE OWNER AND PRIMARY OPERATOR MUST REQUEST FROM A REPRESENTATIVE OF TRAVIS COUNTY'S STORM WATER MANAGEMENT PROGRAM INSPECTION TEAM. EACH PRIORITY INSPECTION MUST BE REQUESTED ON-LINE THROUGH THE MYPERMITNOW.ORG CUSTOMER PORTAL FOR TRAVIS COUNTY. THE PRIORITY INSPECTIONS IN THIS EXHIBIT ARE CONSISTENT WITH THE PRIORITY INSPECTIONS FOUND IN THE CUSTOMER PORTAL FOR THE PROJECT. FOR ASSURANCE PURPOSES, A SECOND REQUEST TO TRAVIS COUNTY IS STRONGLY ENCOURAGED BY ADDITIONALLY SENDING AN E-MAIL TO THE FOLLOWING ADDRESS: ENV-INSPECT@TRAVISCOUNTYTX.GOV. THE SEQUENCE FOR ITEMS 1-4 AND ITEMS 17-22 MUST NOT BE ALTERED, BUT THE SEQUENCE FOR ITEMS 5-16 MAY BE MODIFIED WITH THE WRITTEN APPROVAL OF THE COUNTY.

TYPICAL SEQUENCE OF CONSTRUCTION

1. HOLD PRE-CONSTRUCTION CONFERENCE.
2. NO CLEARING OR ROUGH GRADING MAY BE DONE UNTIL THE APPROVED EROSION AND SEDIMENTATION CONTROLS ARE IN PLACE.
3. INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND STABILIZATION CONSTRUCTION ENTRANCE, IF REQUIRED, IN THE APPROVED PLANS.
4. ROUGH GRADE STREETS.
5. INSTALL ALL UTILITIES IN RIGHT-OF-WAY.
6. RE-GRADE AND COMPACT SUBGRADE. MEET WITH INSPECTOR AND/DESIGN ENGINEER TO DETERMINE AREAS OF DIFFERING STREET SECTION THICKNESS OR SUBGRADE PREPARATION IF CALLED FOR IN THE GEOTECHNICAL REPORT.
7. INSURE ALL UNDERGROUND UTILITIES ARE IN PLACE INCLUDING SLEEVES FOR DRY UTILITIES AND INSTALL FIRST COURSE OF BASE.
8. INSTALL CURBS, RIP-RAP AND MISCELLANEOUS CONCRETE.
9. INSTALL SECOND COURSE OF BASE.
10. TEST ALL UTILITIES AND INSTALL UTILITY TIE-INS. ALL TESTING MUST BE COMPLETE PRIOR TO INSTALLING TIE-INS AND PRIOR TO PAVING.
11. LAY ASPHALT.
12. FINAL GRADE ANY DITCHES AND PARKWAYS.
13. REVEGETATE ALL DISTURBED AREAS. DISPOSE OF SPOIL IN AN APPROVED MANNER.
14. SCHEDULE A FINAL INSPECTION.
15. AFTER ACCEPTANCE OF CONSTRUCTION, TEMPORARY EROSION CONTROLS MAY BE REMOVED.

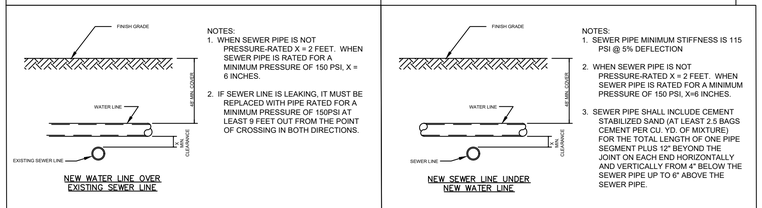


NEW SEWER LINE UNDER EXISTING WATER LINE

NOTES:
1. WHEN SEWER PIPE IS NOT PRESSURE-RATED, X = 2 FEET AND CEMENT-STABILIZED SAND (AT LEAST 2 80-LB BAGS CEMENT PER CU. YD. OF SAND) SHALL BE USED AT LEAST 9' OUT FROM THE CROSSING IN BOTH DIRECTIONS HORIZONTALLY AND VERTICALLY FROM ONE QUARTER OF A SEWER PIPE DIAMETER BELOW THE CENTERLINE UP TO ONE DIAMETER ABOVE THE TOP OF THE SEWER PIPE (MIN. 12").
2. WHEN SEWER PIPE IS RATED FOR A MINIMUM PRESSURE OF 150 PSI, X = 6 INCHES

WATER LINE UNDER SEWER LINE

NOTES:
1. SEWER PIPE MUST BE DUCTILE IRON OR STEEL PIPE WITH MECHANICAL OR WELDED JOINTS, OR MUST BE ENCASED IN 18' OF 115 PSI @ 5% DEFLECTION STIFFNESS PIPE. 2 NOMINAL SIZES LARGER THAN THE SEWER PIPE, SUPPORTED WITH SPACERS EVERY 5' OR FILLED TO THE SPRING LINE WITH WASHED SAND, AND CENTERED ON THE CROSSING WITH BOTH ENDS SEALED WITH WATERTIGHT, NON-SHRINK CEMENT GROUT OR MANUFACTURED WATERTIGHT SEALS.
2. BOTH WATER AND SEWER PIPES MUST PASS A PRESSURE AND LEAKAGE TEST AS SPECIFIED IN AWWA C600 STANDARDS

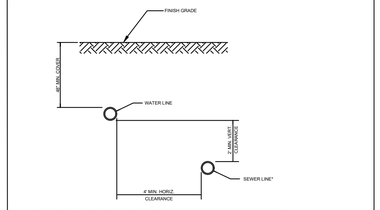


NEW WATER LINE OVER EXISTING SEWER LINE

NOTES:
1. WHEN SEWER PIPE IS NOT PRESSURE-RATED X = 2 FEET. WHEN SEWER PIPE IS RATED FOR A MINIMUM PRESSURE OF 150 PSI, X = 6 INCHES.
2. IF SEWER LINE IS LEAKING, IT MUST BE REPLACED WITH PIPE RATED FOR A MINIMUM PRESSURE OF 150PSI AT LEAST 9 FEET OUT FROM THE POINT OF CROSSING IN BOTH DIRECTIONS.

NEW SEWER LINE UNDER NEW WATER LINE

NOTES:
1. SEWER PIPE MINIMUM STIFFNESS IS 115 PSI @ 5% DEFLECTION
2. WHEN SEWER PIPE IS NOT PRESSURE-RATED X = 2 FEET. WHEN SEWER PIPE IS RATED FOR A MINIMUM PRESSURE OF 150 PSI, X=6 INCHES.
3. SEWER PIPE SHALL INCLUDE CEMENT STABILIZED SAND (AT LEAST 2.5 BAGS CEMENT PER CU. YD. OF MIXTURE) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12' BEYOND THE JOINT ON EACH END HORIZONTALLY AND VERTICALLY FROM 4" BELOW THE SEWER PIPE UP TO 6" ABOVE THE SEWER PIPE.



NOTES:
1. PER TCEQ § 217.53 AND § 290.44, WATER AND SEWER LINES MUST BE SEPARATED BY 9 FEET IN ALL DIRECTIONS. THE PIPES MUST BE INSTALLED IN SEPARATE DITCHES, AND THERE CAN BE NO PHYSICAL CONNECTIONS BETWEEN THEM.
2. ALSO PER TCEQ § 217.53 AND § 290.44, SEPARATION DISTANCES LESS THAN 9' ARE PERMISSIBLE IF PERFORMED PER THE DRAWING BELOW:

* FOR WATER LINE INSTALLATIONS NEAR EXISTING SEWER LINES, A TEXAS-LICENSED PROFESSIONAL ENGINEER MUST VERIFY THAT THE SEWER LINE IS NOT LEAKING, AND EVERY EFFORT SHALL BE EXERTED NOT TO DISTURB THE BEDDING AND BACKFILL OF THE EXISTING SEWER LINE. IF IT IS NOT POSSIBLE TO VERIFY THE LEAKS, THE SEWER LINE MUST BE REPLACED WITH AT LEAST 150 PSI PRESSURE RATED PIPE.

PARALLEL SEWER/WATER LINES

TRENCH SAFETY NOTES:
1. IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD AND COMPACT OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR THIS PROJECT WILL BE PROVIDED BY THE CONTRACTOR.
2. IN ACCORDANCE WITH THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN PERSONS ARE IN TRENCHES 4-FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL.
3. IF TRENCH SAFETY SYSTEM DETAILS WERE NOT PROVIDED IN THE PLANS BECAUSE TRENCHES WERE ANTICIPATED TO BE LESS THAN 5 FEET IN DEPTH AND DURING CONSTRUCTION IT IS FOUND THAT TRENCHES ARE IN FACT 5 FEET OR MORE IN DEPTH OR TRENCHES LESS THAN 5 FEET IN DEPTH ARE IN AN AREA WHERE HAZARDOUS GROUND MOVEMENT IS EXPECTED, ALL CONSTRUCTION SHALL CEASE, THE TRENCHED AREA SHALL BE BARRICADED AND THE ENGINEER NOTIFIED IMMEDIATELY. CONSTRUCTION SHALL NOT RESUME UNTIL APPROPRIATE TRENCH SAFETY SYSTEM DETAILS, AS DESIGNED BY A PROFESSIONAL ENGINEER, ARE RETAINED AND COPIES SUBMITTED TO THE CITY OF HUTTO.

FIRE DEPARTMENT:
1. AN ALL WEATHER DRIVING SURFACE MUST BE INSTALLED IN LOCATIONS SHOWN ON THE SITE PLAN TO BE FIRE LANES, PRIOR TO ANY BUILDING CONSTRUCTION BEYOND THE FOUNDATION PHASE.
2. THE FOUR AND ONE HALF-INCH STEAMER OPENING MUST FACE THE DRIVEWAY OR STREET WITH THREE TO SIX FEET SET BACKS FROM THE CURB LINE(S). NO OBSTRUCTION IS ALLOWED WITHIN THREE (3) FEET OF ANY FIRE HYDRANT, AND THE FOUR AND ONE HALF OPENING MUST BE TOTALLY UNOBSTRUCTED FROM THE STREET/DRIVEWAY.
3. ALL PERVIOUS/DECORATIVE PAVEMENTS SHALL BE ENGINEERED AND INSTALLED FOR 75,000 LB. LIVE-VEHICLE LOADS. THE DISTRICT MUST APPROVE ANY PERVIOUS/DECORATIVE PAVING WITHIN 100 FT. OF ANY BUILDING.
4. COMMERCIAL DUMPSTERS AND CONTAINERS WITH AN INDIVIDUAL CAPACITY OF 1.5 CUBIC YARDS OR GREATER SHALL NOT BE STORED OR PLACED WITHIN TEN- (10) FT. OF OPENINGS, COMBUSTIBLE WALLS, OR COMBUSTIBLE EAVE LINES.
5. VERTICAL CLEARANCE REQUIRED FOR FIRE APPARATUS IS 13 FEET, 6 INCHES, FOR THE FULL 25 FEET WIDTH OF ALL ACCESS DRIVES AND ROUTES FOR INTERNAL CIRCULATION. DEAD-END FIRE APPARATUS ACCESS ROADS IN EXCESS OF 150 FEET IN LENGTH SHALL BE PROVIDED WITH APPROVED PROVISIONS FOR THE TURNING AROUND OF FIRE APPARATUS.
6. FIRE LANES SHALL BE STENCILED "FIRE LANE-TOW AWAY ZONE" IN WHITE LETTERS THREE INCHES TALL, AT INTERVALS NOT TO EXCEEDING 35 FEET. CURBS ALONG THE FIRE LANES SHALL BE PAINTED RED IN AREAS AS INDICATED ON THE SITE PLAN. WHERE NO CURB AND GUTTER EXISTS, FIRE APPARATUS ACCESS ROADS SHALL BE MARKED WITH PERMANENT FIRE LANE-TOW AWAY ZONE SIGNS AT INTERVALS NOT EXCEEDING 50 FEET. SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES WIDE AND 18 INCHES HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND. SIGNS SHALL BE POSTED ON ONE SIDE OR BOTH SIDES OF THE FIRE APPARATUS ROAD AS REQUIRED BY LOCAL AMENDMENTS.

GENERAL NOTES:
1. UNLESS OTHERWISE LISTED HEREIN, ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS, WHICH ARE HEREBY REFERENCED FOR THIS CONSTRUCTION PLAN SET.
2. WHERE A STATE OR LOCAL MUNICIPAL STANDARD DETAIL DUPLICATES A DETAIL SHOWN IN THE PLANS, THE MORE STRINGENT DETAIL, AS DETERMINED BY THE REVIEWING AGENCY, SHALL APPLY.
3. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED TO EXISTING OR BETTER CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.

Lidell Walker Tract
Engineer's Job No.: 23101100.003

RECOMMENDATIONS - PAVEMENT THICKNESS SECTIONS

Street Classification	Subgrade Material	Hot Mix Asphaltic Concrete, in	Crushed Limestone Flex Base, in	Lime Stabilized Subgrade, in
Residential Local	Subgrade PI greater than 20	2.0	9	8
Residential Collector	Subgrade PI greater than 20	2.0	14	8
Major Collector	Subgrade PI greater than 20	3.0	17	8
Minor Arterial	Subgrade PI greater than 20	6.0	21	10

Notes:
1. The surface clay must first be tested for sulfate reaction and a mix design should be completed to determine the proper lime content, lime type, mixing procedure and curing conditions required.
2. The concern has arisen that ground water may enter the utility trenches at this site causing detrimental settlement of the utility trench backfill. To address this concern, the wastewater utility trenches could be turned in to French drains. To achieve this, additional open-graded gravel, such as the gravel already being used for pipe bedding at this site, should be placed above the pipe bedding material to the elevation where ground water is encountered. This extra layer of gravel should be covered with a geotextile fabric to prevent material above the gravel from infiltrating the gravel layer. Then, the utility trench should be filled in compacted layers in accordance with the construction plans. The wastewater utility trench must then be allowed to daylight from its lowest point such that water does not accumulate in the utility trench. Additional gravel may be required in the utility trench depending upon the depth that ground water is entering the utility trench during construction. A line item for French drains should be included in construction bid documents.
3. The subgrade improvement should be extended 3 feet beyond the back of the curb line.
4. These pavement thickness designs are intended to transfer the load from the anticipated traffic conditions.
5. The responsibility of assigning street classification to the streets in this project is left to the civil engineer.
6. If pavement designs other than those listed above are desired, please contact MLA Geotechnical.

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TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

GENERAL NOTES (2 OF 2)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 3 OF 89

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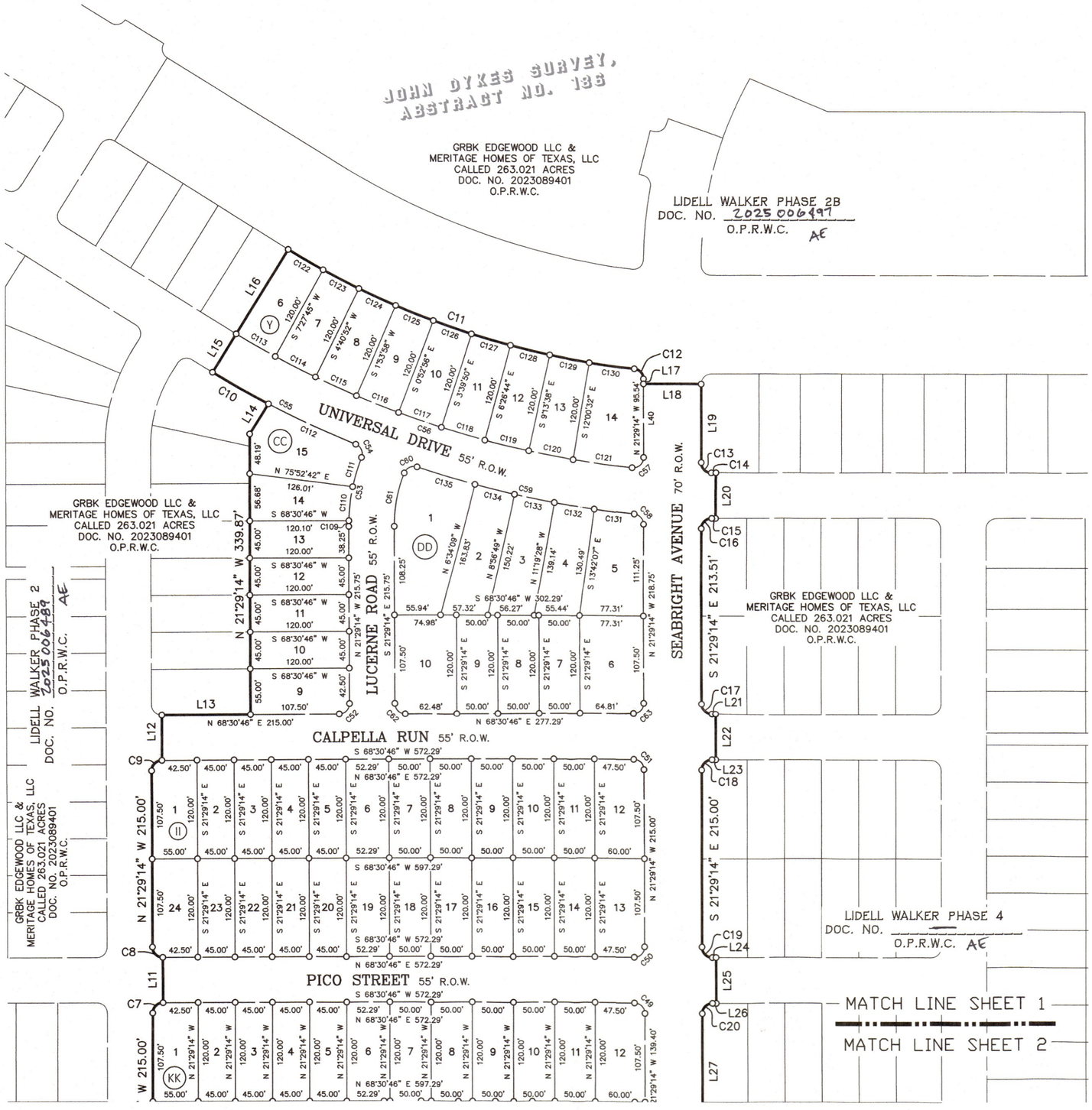
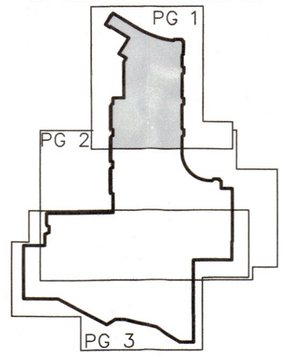
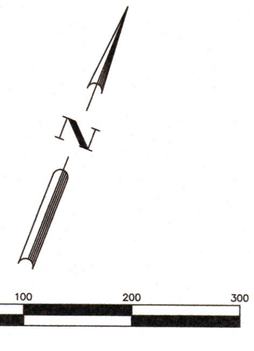


STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
MALIBU BEND	55 FT.	1,196 FT.
MANDEVILLE BEND	55 FT.	996 FT.
PICO STREET	55 FT.	672 FT.
CALPELLA RUN	55 FT.	672 FT.
SEABRIGHT AVENUE	70 FT.	1,472 FT.
INGLENOOK ROAD	55 FT.	600 FT.
LUCERNE ROAD	55 FT.	370 FT.
UNIVERSAL DRIVE	55 FT.	2,349 FT.
TOTAL LINEAR FEET	— AE	8,327 FT.

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	192	28.219 AC.
PARK	1	0.466 AC.
OPEN SPACE	3	0.364 AC.
DRAINAGE EASEMENT/OPEN SPACE	2	23.115 AC.
RIGHT-OF-WAY	–	10.514 AC.
TOTAL	198	62.678 AC.

SHEET LEGEND





SUBMITTED DATE: OCTOBER 7, 2024

OWNERS:

GRBK EDGEWOOD LLC
A TEXAS LIMITED LIABILITY COMPANY
5501 HEADQUARTERS DRIVE, SUITE 300W
PLANO, TEXAS 75024
TEL: (469) 573-6721

MERITAGE HOMES OF TEXAS, LLC
AN ARIZONA LIMITED LIABILITY COMPANY
12301 RESEARCH BLVD.
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AUSTIN, TEXAS 78759
TEL: (737) 309-5487

SURVEYOR:

BGE, INC.
101 W. LOUIS HENNA BLVD, STE 400
AUSTIN, TEXAS 78728
TEL: 512-879-0400

ENGINEER:

GRAY ENGINEERING, INC.
8834 N CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN, TEXAS 78759
TEL: 512-452-0371

FINAL PLAT

LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693 AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE COMBINED SCALE FACTOR = 0.99988116

LEGEND

D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ESMT.	EASEMENT
NO.	NUMBER
NOS.	NUMBERS
O.S.	OPEN SPACE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
{ }	RECORD INFORMATION VOLUME 309, PG. 269
< >	RECORD INFORMATION VOLUME 866, PG. 661
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
△	CALCULATED POINT

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

RECORD ONLY

\\bgeinc\data\TPC\Projects\WoxMoker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\Drawings\Plat\11865_01_Lidell-Walker_Ph3.dwg, 12/19/2024 10:54 AM, Matthew Misiak

Doc #2025006545

PICO STREET 55' R.O.W.

MALIBU BEND 55' R.O.W.

MANDEVILLE DRIVE 55' R.O.W.

UNIVERSAL DRIVE 55' R.O.W.

SEABRIGHT AVENUE 70' R.O.W.

INGLENOOK ROAD 55' R.O.W.

COUNTY ROAD 133 (R.O.W. VARIES)

MATCH LINE SHEET 1

MATCH LINE SHEET 2

MATCH LINE SHEET 3

GRBK EDGEWOOD LLC & MERITAGE HOMES OF TEXAS, LLC
CALLED 263.021 ACRES
DOC. NO. 2023089401
O.P.R.W.C.

LIDELL WALKER PHASE 2
DOC. NO. 2025006489
O.P.R.W.C. AE

LIDELL WALKER PHASE 4
DOC. NO. _____
O.P.R.W.C. AE

JOHN DYKES SURVEY, ABSTRACT NO. 186

CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693

APPROX. SURVEY LINE

28 D.E./O.S.

10 O.S.

11 O.S.

30 O.S.

31 PARK

36 DRAINAGE EASEMENT/ OPEN SPACE

P.O.B.

S 68°32'53" W 356.44'
CHARLES MERVIN WALKER AND GRACE E. WALKER
REMAINDER OF A CALLED 105.75 ACRES
VOL. 484, PAGE 331
D.R.W.C.

0 100 200 300
1"=100'

SHEET LEGEND

PG 1
PG 2
PG 3

DETAIL "A"
NOT TO SCALE

DETAIL "B"
NOT TO SCALE

FINAL PLAT

LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693 AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

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TBPELS Licensed Surveying Firm No. 10106502

RECORD ONLY

\\bgeinc\data\TXG\Projects\WayMaker\11885-00-Lidell_Walker_Ph_3\SV\04_Finals\Drawings\Plat\11885-01_Lidell_Walker_Ph3.dwg, 12/19/2024 10:54 AM, Matthew Mlasik

Doc # 2025006545

GRBK EDGEWOOD LLC & MERITAGE HOMES OF TEXAS, LLC CALLED 263.021 ACRES DOC. NO. 2023089401 O.P.R.W.C.

LIDELL WALKER PHASE 2 DOC. NO. _____ O.P.R.W.C.

APPROX. SURVEY LINE

N 68°30'46" E 610.00'

N 68°30'46" E 839.44'

N 68°30'46" E 715.92'

N 68°30'46" E 714.38'

UNIVERSAL DRIVE 55' R.O.W.

S 68°30'46" W 714.38'

N 68°28'41" E 199.13'

N 68°30'46" E 540.00'

N 68°30'46" E 195.01'

MALIBU BEND 55' R.O.W.

MANDEVILLE DRIVE 55' R.O.W.

S 68°30'46" W 333.09'

N 68°30'46" E 333.09'

INGLENOOK ROAD 55' R.O.W.

S 21°29'14" E 460.00'

S 21°29'14" E 48

N 68°30'46" E 446.61'

S 21°29'14" W 215.00'

N 68°30'46" E 107.50'

L37

L35

LIDELL WALKER PHASE 4 DOC. NO. _____ O.P.R.W.C.

GRBK EDGEWOOD LLC & MERITAGE HOMES OF TEXAS, LLC CALLED 263.021 ACRES DOC. NO. 2023089401 O.P.R.W.C.

S 21°29'14" E 175.22'

S 68°30'46" W 515.59'

S 68°32'53" W 356.44'

N 68°30'46" E 256.58'

N 68°30'46" E 63.56'

P.O.B.

MUSTANG CREEK, PHASE 8 DOC. NO. 2022091992 O.P.R.W.C.

LOT 107, BLOCK B

N 21°39'45" W 495.52'

MATCH LINE SHEET 2

MATCH LINE SHEET 3

CHARLES MERVIN WALKER AND GRACE E. WALKER REMAINDER OF A CALLED 105.75 ACRES VOLUME 484, PAGE 331 D.R.W.C.

S 21°37'44" E 759.92'

36
DRAINAGE EASEMENT/
OPEN SPACE

S 68°20'15" W 318.44'

84 O.S./D.E.

N 83°08'58" W 513.50'

S 82°22'10" W 304.52'

N 79°55'05" W 260.42'

101 O.S./D.E.

MUSTANG CREEK, PHASE 1 DOC. NO. 2020111349 O.P.R.W.C.

LIDELL WALKER PHASE 1 DOC. NO. 2024093354 O.P.R.W.C.

GRBK EDGEWOOD LLC & MERITAGE HOMES OF TEXAS, LLC CALLED 263.021 ACRES DOC. NO. 2023089401 O.P.R.W.C.

61
PARK
0.519 AC.

JOHN DYKES SURVEY, ABSTRACT NO. 186

CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693

CHARLES MERVIN WALKER AND GRACE E. WALKER REMAINDER OF A CALLED 105.75 ACRES VOLUME 484, PAGE 331 D.R.W.C.

SHEET LEGEND

PG 1

PG 2

PG 3

N

0 100 200 300

1"=100'

FINAL PLAT

LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693 AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

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RECORD ONLY

\\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell Walker_Ph_3\SV\04_Finals\Drawings\Plat\11865-01_Lidell-Walker_Ph3.dwg, 12/19/2024 10:54 AM, Matthew Milstok

Doc #2025006545

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
9	CC	6,566	R
10	CC	5,400	R
11	CC	5,400	R
12	CC	5,400	R
13	CC	5,400	R
14	CC	5,951	R
15	CC	8,964	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	DD	13,132	R
2	DD	8,221	R
3	DD	7,538	R
4	DD	6,996	R
5	DD	8,613	R
6	DD	9,244	R
7	DD	6,000	R
8	DD	6,000	R
9	DD	6,000	R
10	DD	8,965	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	II	6,566	R
2	II	5,400	R
3	II	5,400	R
4	II	5,400	R
5	II	5,400	R
6	II	6,275	R
7	II	6,000	R
8	II	6,000	R
9	II	6,000	R
10	II	6,000	R
11	II	6,000	R
12	II	7,166	R
13	II	7,166	R
14	II	6,000	R
15	II	6,000	R
16	II	6,000	R
17	II	6,000	R
18	II	6,000	R
19	II	6,275	R
20	II	5,400	R
21	II	5,400	R
22	II	5,400	R
23	II	5,400	R
24	II	6,566	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	KK	6,566	R
2	KK	5,400	R
3	KK	5,400	R
4	KK	5,400	R
5	KK	5,400	R
6	KK	6,275	R
7	KK	6,000	R
8	KK	6,000	R
9	KK	6,000	R
10	KK	6,000	R
11	KK	6,000	R
12	KK	7,166	R
13	KK	6,566	R
14	KK	5,400	R
15	KK	5,400	R
16	KK	5,400	R
17	KK	5,400	R
18	KK	5,400	R
19	KK	5,400	R
20	KK	5,400	R
21	KK	5,400	R
22	KK	4,959	R
23	KK	8,781	R
24	KK	8,341	R
25	KK	5,250	R
26	KK	6,012	R
27	KK	6,213	R
28	KK	3,922	D/O.S.
29	KK	8,149	R
30	KK	8,161	R
31	KK	20,286	PARK
32	KK	7,166	R
33	KK	6,000	R
34	KK	6,000	R
35	KK	6,000	R
36	KK	10,142	R
37	KK	8,136	R
38	KK	6,000	R
39	KK	5,617	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	NN	6,566	R
2	NN	5,400	R
3	NN	5,400	R
4	NN	5,400	R
5	NN	5,400	R
6	NN	5,400	R
7	NN	5,400	R
8	NN	5,400	R
9	NN	5,400	R
10	NN	6,070	O.S.
11	NN	7,981	O.S.
12	NN	7,166	R
13	NN	6,000	R
14	NN	8,657	R
15	NN	7,842	R
16	NN	6,503	R
17	NN	5,401	R
18	NN	5,400	R
19	NN	5,400	R
20	NN	5,400	R
21	NN	6,566	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
15	OO	5,400	R
16	OO	5,400	R
17	OO	5,400	R
18	OO	5,400	R
19	OO	5,988	R
20	OO	7,394	R
21	OO	6,000	R
22	OO	7,166	R
23	OO	7,622	R
24	OO	7,138	R
25	OO	7,292	R
26	OO	6,504	R
27	OO	6,000	R
28	OO	6,000	R
29	OO	6,341	R
30	OO	1,800	O.S.
31	OO	5,400	R
32	OO	5,400	R
33	OO	5,400	R
34	OO	5,400	R
35	OO	5,400	R
36	OO	5,400	R
37	OO	5,400	R
38	OO	5,400	R
39	OO	5,400	R
40	OO	5,400	R
41	OO	5,400	R
42	OO	6,491	R

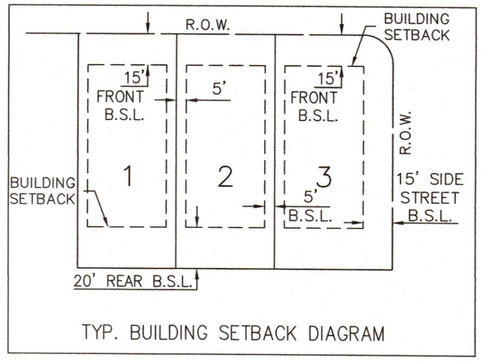
LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	PP	9,115	R
2	PP	7,309	R
3	PP	6,711	R
4	PP	5,400	R
5	PP	5,400	R
6	PP	5,400	R
7	PP	5,400	R
8	PP	5,400	R
9	PP	5,400	R
10	PP	6,566	R
11	PP	6,566	R
12	PP	5,400	R
13	PP	5,400	R
14	PP	6,094	R
15	PP	6,000	R
16	PP	6,000	R
17	PP	6,000	R
18	PP	6,383	R
19	PP	6,120	R
20	PP	6,022	R
21	PP	7,614	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	QQ	7,173	R
2	QQ	6,000	R
3	QQ	6,000	R
4	QQ	5,400	R
5	QQ	5,400	R
6	QQ	5,400	R
7	QQ	5,400	R
8	QQ	5,400	R
9	QQ	5,400	R
10	QQ	6,566	R

LEGEND	
TYPE	TYPE
R	RESIDENTIAL
O.S.	OPEN SPACE
D/O.S.	DRAINAGE/OPEN SPACE
PARK	PARK

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
27	SS	6,848	R
28	SS	7,200	R
29	SS	7,200	R
30	SS	7,200	R
31	SS	7,200	R
32	SS	7,200	R
33	SS	7,200	R
34	SS	7,200	R
35	SS	7,200	R
36	SS	1,002,958	D/O.S.
37	SS	7,200	R
38	SS	7,200	R
39	SS	7,200	R
40	SS	8,669	R
41	SS	7,793	R
42	SS	7,336	R
43	SS	7,794	R
44	SS	8,639	R
45	SS	8,623	R
46	SS	8,048	R
47	SS	7,547	R
48	SS	7,200	R
49	SS	7,200	R
50	SS	7,201	R
51	SS	7,203	R
52	SS	7,205	R
53	SS	7,208	R
54	SS	7,210	R
55	SS	7,212	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
6	Y	6,216	R
7	Y	6,234	R
8	Y	6,234	R
9	Y	6,234	R
10	Y	6,234	R
11	Y	6,234	R
12	Y	6,234	R
13	Y	6,234	R
14	Y	9,049	R



TYP. BUILDING SETBACK DIAGRAM

FINAL PLAT

LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693 AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

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Doc # 20250006545

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	34.39'	52.50'	37°31'55"	N 47°33'49" E	33.78'
C2	8.66'	12.50'	39°42'54"	S 48°39'19" W	8.49'
C3	35.34'	22.50'	90°00'00"	S 66°29'14" E	31.82'
C4	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C5	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C6	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C7	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C8	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C9	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C10	78.29'	1,185.00'	3°47'08"	S 81°39'23" E	78.28'
C11	446.99'	1,010.00'	25°21'25"	N 87°33'28" E	443.35'
C12	18.25'	12.50'	83°38'00"	N 63°18'14" W	16.67'
C13	19.43'	12.50'	89°03'26"	S 66°00'57" E	17.53'
C14	5.65'	1,130.00'	0°17'11"	N 69°18'44" E	5.65'
C15	4.62'	1,185.00'	0°13'25"	N 69°16'51" E	4.62'
C16	19.83'	12.50'	90°52'47"	S 23°57'10" W	17.81'
C17	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C18	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C19	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C20	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C21	416.26'	265.00'	90°00'00"	S 66°29'14" E	374.77'
C22	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C23	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C24	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C25	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C26	284.96'	572.50'	28°31'08"	N 82°46'20" E	282.03'
C27	110.75'	222.50'	28°31'08"	S 82°46'20" W	109.61'
C28	138.13'	277.50'	28°31'08"	S 82°46'20" W	136.70'
C29	19.63'	12.50'	90°00'00"	N 52°01'55" E	17.68'
C30	19.63'	12.50'	90°00'00"	N 37°58'05" W	17.68'
C31	110.75'	222.50'	28°31'08"	S 82°46'20" W	109.61'
C32	138.13'	277.50'	28°31'08"	S 82°46'20" W	136.70'
C33	19.63'	12.50'	90°00'00"	N 52°01'55" E	17.68'
C34	26.12'	22.50'	66°30'26"	N 26°13'19" W	24.68'
C35	176.87'	510.00'	19°52'11"	S 49°32'26" E	175.98'
C36	28.23'	22.50'	71°52'53"	N 75°32'47" W	26.41'
C37	8.66'	12.50'	39°42'54"	N 48°39'19" E	8.49'
C38	139.44'	52.50'	152°10'26"	N 75°06'55" W	101.92'
C39	9.24'	12.50'	42°19'59"	S 20°11'41" E	9.03'
C40	127.32'	455.00'	16°02'00"	S 49°22'40" E	126.91'
C41	9.24'	12.50'	42°19'59"	S 78°33'40" E	9.03'
C42	134.21'	52.50'	146°28'28"	N 26°29'25" W	100.54'
C43	8.66'	12.50'	39°42'54"	S 26°53'22" W	8.49'
C44	20.53'	12.50'	94°05'08"	S 40°00'40" E	18.30'
C45	94.88'	222.50'	24°26'00"	N 80°43'46" E	94.17'
C46	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C47	19.63'	12.50'	90°00'00"	N 66°29'14" W	17.68'
C48	526.22'	335.00'	90°00'00"	S 66°29'14" E	473.76'
C49	19.63'	12.50'	90°00'00"	N 66°29'14" W	17.68'
C50	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	19.63'	12.50'	90°00'00"	N 66°29'14" W	17.68'
C52	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C53	84.53'	227.50'	21°17'22"	S 10°50'33" E	84.05'
C54	19.42'	12.50'	88°59'41"	N 44°41'42" W	17.52'
C55	195.00'	1,185.00'	9°25'43"	S 84°28'41" E	194.78'
C56	510.81'	1,130.00'	25°54'00"	N 87°17'11" E	506.47'
C57	20.91'	12.50'	95°49'24"	N 26°25'28" E	18.55'
C58	18.45'	12.50'	84°34'01"	N 63°46'14" W	16.82'
C59	269.54'	1,185.00'	13°01'57"	N 80°27'44" E	268.96'
C60	18.92'	12.50'	86°43'18"	S 43°37'04" W	17.16'
C61	65.47'	172.50'	21°44'39"	S 10°36'54" E	65.07'
C62	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C63	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C64	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C65	19.63'	12.50'	90°00'00"	N 66°29'14" W	17.68'
C66	123.80'	277.50'	25°33'42"	N 81°17'37" E	122.78'
C67	18.99'	12.50'	87°02'33"	S 50°33'11" W	17.22'
C68	20.01'	12.50'	91°41'52"	S 38°49'01" E	17.94'
C69	242.25'	517.50'	26°49'16"	N 81°55'24" E	240.04'
C70	38.11'	572.50'	3°48'50"	N 70°25'11" E	38.10'
C71	58.00'	572.50'	5°48'17"	N 75°13'45" E	57.97'
C72	56.48'	572.50'	5°39'11"	N 80°57'28" E	56.46'
C73	58.84'	572.50'	5°53'18"	N 86°43'43" E	58.81'
C74	57.52'	572.50'	5°45'22"	S 87°26'57" E	57.49'
C75	16.02'	572.50'	1°36'11"	S 83°46'11" E	16.02'
C76	38.44'	222.50'	9°53'54"	N 87°55'03" W	38.39'
C77	72.31'	222.50'	18°37'14"	S 77°49'23" W	71.99'
C78	27.47'	277.50'	5°40'17"	S 71°20'55" W	27.46'
C79	46.69'	277.50'	9°38'27"	S 79°00'17" W	46.64'
C80	46.69'	277.50'	9°38'27"	S 88°38'44" W	46.64'
C81	17.27'	277.50'	3°33'57"	N 84°45'04" W	17.27'
C82	74.36'	222.50'	19°08'51"	S 87°27'29" W	74.01'
C83	36.39'	222.50'	9°22'18"	S 73°11'55" W	36.35'
C84	11.61'	277.50'	2°23'53"	S 69°42'43" W	11.61'
C85	41.23'	277.50'	8°30'49"	S 75°10'03" W	41.20'
C86	46.32'	277.50'	9°33'50"	S 84°12'23" W	46.27'
C87	38.96'	277.50'	8°02'37"	N 86°59'24" W	38.93'
C88	61.70'	510.00'	6°55'55"	S 56°00'34" E	61.67'
C89	115.16'	510.00'	12°56'16"	S 46°04'28" E	114.92'
C90	0.45'	12.50'	2°05'07"	S 67°28'13" W	0.45'
C91	40.32'	52.50'	43°59'57"	S 50°47'50" W	39.33'
C92	32.05'	52.50'	34°58'37"	N 89°42'53" W	31.55'
C93	30.11'	52.50'	32°51'53"	N 55°47'38" W	29.70'
C94	36.96'	52.50'	40°20'00"	N 19°11'42" W	36.20'
C95	7.67'	455.00'	0°57'58"	S 41°50'39" E	7.67'
C96	57.71'	455.00'	7°16'04"	S 45°57'40" E	57.68'
C97	61.94'	455.00'	7°47'58"	S 53°29'41" E	61.89'
C98	29.64'	52.50'	32°20'39"	N 83°33'19" W	29.25'
C99	35.12'	52.50'	38°19'46"	N 48°13'06" W	34.47'
C100	32.96'	52.50'	35°58'26"	N 11°04'00" W	32.42'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C101	36.49'	52.50'	39°49'37"	N 26°50'01" E	35.76'
C102	181.52'	335.00'	31°02'46"	N 84°02'09" E	179.31'
C103	103.73'	335.00'	17°44'28"	S 71°34'14" E	103.32'
C104	35.02'	335.00'	5°59'20"	S 59°42'20" E	35.00'
C105	41.61'	335.00'	7°06'58"	S 53°09'11" E	41.58'
C106	42.49'	335.00'	7°16'04"	S 45°57'40" E	42.46'
C107	44.00'	335.00'	7°31'30"	S 38°33'53" E	43.97'
C108	77.85'	335.00'	13°18'54"	S 28°08'41" E	77.68'
C109	6.75'	227.50'	1°42'03"	S 20°38'12" E	6.75'
C110	40.87'	227.50'	10°17'40"	S 14°38'21" E	40.82'
C111	36.90'	227.50'	9°17'40"	S 04°50'41" E	36.86'
C112	116.71'	1,185.00'	5°38'35"	S 86°22'14" E	116.66'
C113	54.70'	1,130.00'	2°46'25"	S 81°09'02" E	54.70'
C114	54.86'	1,130.00'	2°46'54"	S 83°55'42" E	54.85'
C115	54.86'	1,130.00'	2°46'54"	S 86°42'35" E	54.85'
C116	54.86'	1,130.00'	2°46'54"	S 89°29'29" E	54.85'
C117	54.86'	1,130.00'	2°46'54"	N 87°43'37" E	54.85'
C118	54.86'	1,130.00'	2°46'54"	N 84°56'43" E	54.85'
C119	54.86'	1,130.00'	2°46'54"	N 82°09'49" E	54.85'
C120	54.86'	1,130.00'	2°46'54"	N 79°22'55" E	54.85'
C121	72.08'	1,130.00'	3°39'18"	N 76°09'50" E	72.07'
C122	48.89'	1,010.00'	2°46'25"	S 81°09'02" E	48.89'
C123	49.03'	1,010.00'	2°46'54"	S 83°55'42" E	49.03'
C124	49.03'	1,010.00'	2°46'54"	S 86°42'35" E	49.03'
C125	49.03'	1,010.00'	2°46'54"	S 89°29'29" E	49.03'
C126	49.03'	1,010.00'	2°46'54"	N 87°43'37" E	49.03'
C127	49.03'	1,010.00'	2°46'54"	N 84°56'43" E	49.03'
C128	49.03'	1,010.00'	2°46'54"	N 82°09'49" E	49.03'
C129	49.03'	1,010.00'	2°46'54"	N 79°22'55" E	49.03'
C130	54.85'	1,010.00'	3°06'42"	N 76°26'07" E	54.85'
C131	48.64'	1,185.00'	2°21'07"	N 75°07'19" E	48.64'
C132	49.17'	1,185.00'	2°22'39"	N 77°29'12" E	49.17'
C133	49.17'	1,185.00'	2°22'39"	N 79°51'52" E	49.17'
C134	49.17'	1,185.00'	2°22'39"	N 82°14'31" E	49.17'
C135	73.38'	1,185.00'	3°32'52"	N 85°12'17" E	73.37'
C136	28.85'	277.50'	5°57'26"	N 71°29'29" E	28.84'
C137	46.69'	277.50'	9°38'27"	N 79°17'26" E	46.64'
C138	48.26'	277.50'	9°57'49"	N 89°05'34" E	48.20'
C139	60.34'	517.50'	6°40'49"	S 88°00'22" E	60.30'
C140	60.56'	517.50'	6°42'18"	N 85°18'04" E	60.53'
C141	60.56'	517.50'	6°42'18"	N 78°35'46" E	60.53'
C142	60.60'	517.50'	6°42'34"	N 71°53'20" E	60.57'
C143	0.19'	517.50'	0°01'16"	N 68°30'46" E	0.19'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 68°22'16" W	126.23'
L2	S 69°33'22" W	90.18'
L3	S 35°07'34" W	85.65'
L4	N 21°29'14" W	105.04'
L5	N 21°29'14" W	55.00'
L6	S 68°30'46" W	1.53'
L7	N 21°29'14" W	97.50'
L8	N 21°29'14" W	175.00'
L9	S 68°30'46" W	7.50'
L10	N 21°29'14" W	55.00'
L11	N 21°29'14" W	55.00'
L12	N 21°29'14" W	55.00'
L13	N 68°30'46" E	107.50'
L14	N 10°38'36" E	43.22'
L15	N 10°14'11" E	55.00'
L16	N 10°14'10" E	120.00'
L17	N 21°29'14" W	6.14'
L18	S 68°30'46" W	70.00'
L19	S 21°29'14" E	95.01'
L20	S 20°49'52" E	55.00'
L21	N 68°30'46" E	4.50'
L22	S 21°29'14" E	55.00'
L23	S 68°30'46" W	4.50'
L24	N 68°30'46" E	4.50'
L25	S 21°29'14" E	55.00'
L26	S 68°30'46" W	4.50'
L27	S 21°29'14" E	139.40'
L28	N 68°30'46" E	12.50'
L29	N 21°29'14" W	4.50'
L30	N 68°30'46" E	55.00'
L31	S 21°29'14" E	4.50'
L32	N 68°30'46" E	5.00'
L33	S 21°29'14" E	70.00'
L34	N 68°30'46" E	102.50'
L35	S 68°30'46" W	5.00'
L36	S 68°30'46" W	5.00'
L37	N 68°30'46" E	102.50'
L38	S 82°58'05" E	30.24'
L39	S 68°30'46" W	12.50'
L40	N 21°29'14" W	89.40'
L41	N 78°38'52" E	36.83'
L42	N 78°38'52" E	8.52'
L43	S 82°58'05" E	46.19'
L44	N 21°29'14" W	51.91'

FINAL PLAT

LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693 AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

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TBPELS Licensed Surveying Firm No. 10106502

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Doc # 2025006545

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 62.678 ACRE TRACT OF LAND OUT OF THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 263.021 ACRE TRACT OF LAND AS CONVEYED TO GRBK EDGEWOOD LLC AND MERITAGE HOMES OF TEXAS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023089401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 62.678 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2–inch iron rod with cap stamped "BGE INC" set at the northwest corner of the remaining portion of a called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by warranty deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, at an interior corner of the above described 263.021–acre tract, for an interior corner and POINT OF BEGINNING of the herein described tract;

THENCE, with a northeasterly line of said 263.021–acre tract and the southwesterly line of said Walker remainder tract, S 21°37'44" E a distance of 759.92 feet to 1/2–inch iron rod with cap stamped "BGE INC" set for the southeast corner of the herein described tract;

THENCE, leaving the southwesterly line of said Walker remainder tract, over and across said 263.021–acre tract, S 68°22'16" W a distance of 126.23 feet to 1/2–inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021–acre tract, N 79°55'05" W a distance of 260.42 feet to 1/2–inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021–acre tract, S 82°22'10" W a distance of 304.52 feet to 1/2–inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021–acre tract, S 69°33'22" W a distance of 90.18 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 35°07'34" W a distance of 85.65 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 83°08'58" W a distance of 513.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said 263.021–acre tract, S 68°20'15" W a distance of 318.44 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set on the southwesterly line of said 263.021–acre tract and northeasterly line of Lot 107, Block B of Mustang Creek, Phase 8 a subdivision as recorded in Document Number 2022091992 of the Official Public Records of Williamson County, Texas for the southwest corner of the herein described tract;

THENCE, with the southwesterly line of said 263.021–acre tract and northeasterly line of said Lot 107, Block B, N 21°39'45" W a distance of 495.52 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for the most westerly corner of the herein described tract;

THENCE, leaving the northeasterly line of said Lot 107, Block B, over and across said 263.021–acre tract, N 68°28'41" E a distance of 199.13 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 105.04 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at the beginning of a non–tangent curve to the left;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 34.39 feet, having a radius of 52.50 feet, a central angle of 37°31'55" and a chord which bears N 47°33'49" E a distance of 33.78 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the right, an arc distance of 8.66 feet, having a radius of 12.50 feet, a central angle of 39°42'54" and a chord which bears N 48°39'19" E a distance of 8.49 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 68°30'46" W a distance of 1.53 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the right, an arc distance of 35.34 feet, having a radius of 22.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 31.82 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 97.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 68°30'46" E a distance of 610.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 175.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 68°30'46" W a distance of 7.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 17.68 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 215.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at the beginning of a non–tangent cure to the right, for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 17.68 feet to 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 215.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 68°30'46" E a distance of 107.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 339.87 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021–acre tract, N 10°38'36" E a distance of 43.22 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at the beginning of a non–tangent curve to the right, for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the right, an arc distance of 78.29 feet, having a radius of 1,185.00 feet, a central angle of 03°47'08" and a chord which bears N 81°39'23" W a distance of 78.28 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 10°14'11" E a distance of 50.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said 263.021–acre tract, N 10°14'11" E a distance of 125.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at the beginning of a non–tangent curve to the left, for the northwest corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 446.99 feet, having a radius of 1,010.00 feet, a central angle of 25°21'25" and a chord which bears N 87°33'28" E a distance of 443.35 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the right, an arc distance of 18.25 feet, having a radius of 12.50 feet, a central angle of 83°38'00" and a chord which bears S 63°18'14" E a distance of 16.67 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 6.14 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 68°30'46" E a distance of 70.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for the northeast corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 95.01 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 19.43 feet, having a radius of 12.50 feet, a central angle of 89°07'13" and a chord which bears S 66°00'57" E a distance of 17.53 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of compound curvature;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 5.65 feet, having a radius of 1,130.00 feet, a central angle of 00°17'11" and a chord which bears N 69°18'44" E a distance of 5.65 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 20°49'52" E a distance of 55.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at beginning of a non–tangent curve to the left, for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 4.62 feet, having a radius of 1,185.00 feet, a central angle of 0°13'25" and a chord which bears S 69°16'51" W a distance of 4.62 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of compound curvature;

THENCE, along said curve to the left, an arc distance of 19.83 feet, having a radius of 12.50 feet, a central angle of 90°52'47" and a chord which bears S 23°57'10" W a distance of 17.81 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 213.51 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 17.68 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, N 68°30'46" E a distance of 4.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 55.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 68°30'46" W a distance of 4.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 23°30'46" W a distance of 17.68 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 215.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 17.68 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, N 68°30'46" E a distance of 4.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 55.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 68°30'46" W a distance of 4.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 23°30'46" W a distance of 17.68 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 139.40 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 416.26 feet, having a radius of 265.00 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 374.77 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, N 68°30'46" E a distance of 12.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 4.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for and exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 21°29'14" W a distance of 4.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for and exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 68°30'46" E a distance of 55.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 4.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021–acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 17.68 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021–acre tract, N 68°30'46" E a distance of 5.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 70.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, N 68°30'46" E a distance of 102.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 485.05 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 68°30'46" W a distance of 5.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 21°29'14" E a distance of 175.22 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021–acre tract, S 68°32'53" W a distance of 356.44 feet to the POINT OF BEGINNING and containing 62.678 acres of land, more or less.

FINAL PLAT

LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693 AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

RECORD ONLY

\\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Final\Drawings\Plat\11865-01_Lidell-Walker_Ph3.dwg, 12/19/2024 10:54 AM, Matthew Mlalak

Doc # 2025006545

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT GRBK EDGEWOOD LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH AUSTIN EVETTS, IT'S AUTHORIZED SIGNER AND MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ACTING HEREIN BY AND THROUGH BRANDON HAMMANN, IT'S VICE PRESIDENT OF LAND DEVELOPMENT, OWNERS OF A CALLED 263.021 ACRE TRACT OF LAND ALL OUT OF THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NUMBER 693, AND THE JOHN DYKES SURVEY, ABSTRACT NUMBER 186, OF WILLIAMSON COUNTY, TEXAS AS CONVEYED TO THEM BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023089401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 62.678 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

LIDELL WALKER PHASE 3

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 19 DAY OF December, 2024, A.D.

AUSTIN EVETTS, AUTHORIZED SIGNER
GRBK EDGEWOOD LLC
5501 HEADQUARTERS DRIVE, SUITE 300W
PLANO, TEXAS 75024

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED AUSTIN EVETTS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

SAVANNAH AMBER SUPPAN
Notary ID #132523553
My Commission Expires
June 16, 2028

Savannah Amber Suppan
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 06/16/2028

WITNESS MY HAND, THIS THE 19 DAY OF December, 2024 A.D.

BRANDON HAMMANN, VICE PRESIDENT OF LAND DEVELOPMENT
MERITAGE HOMES OF TEXAS, LLC
12301 RESEARCH BLVD.
BUILDING 4, SUITE 400
AUSTIN, TEXAS 78759

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED BRANDON HAMMANN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

SAVANNAH AMBER SUPPAN
Notary ID #132523553
My Commission Expires
June 16, 2028

Savannah Amber Suppan
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 06/16/2028

FINAL PLAT

LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693 AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

I, TIMOTHY M. HOLLAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

TIMOTHY M. HOLLAND, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 94848
GRAY ENGINEERING, INC.
8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN, TX 78759

12/20/2024
DATE

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED
PROFESSIONAL ENGINEER

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY UNDER MY SUPERVISION ON APRIL 21, 2021.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

12/19/2024
DATE

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS, AS AMENDED.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
6. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. 103.6 – D103.6.2)
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
8. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
9. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
10. ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE HOA.
11. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
12. THIS TRACT IS WITHIN WATER CCN SERVICE AREA 10970. WATER WILL BE AVAILABLE THROUGH JONAH SUD AFTER THE APPROPRIATE WATER SYSTEMS ARE INSTALLED TO THIS SITE. WASTEWATER WILL BE PROVIDED 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 WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
13. NO PORTION OF THIS TRACT IS ENCROACHED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
14. NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
15. 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 ½" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
16. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
17. TRAFFIC IMPACT FEES WILL BE DUE BASED ON RESOLUTION R–2021–147.
18. ON–SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST–DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100–YEAR STORM EVENTS, IF NECESSARY.
19. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
20. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
21. THIS SUBDIVISION IS ZONED SF–1 VILLAGE.
22. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
23. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 57%.
24. SUBDIVISION WALLS SHALL BE LOCATED AND CONSTRUCTED IN ACCORDANCE WITH CHAPTER 4 OF THE UDC, AS AMENDED.
25. STREETS 26 FEET WIDE TO LESS THAN 32 FEET WIDE REQUIRE FIRE LANE STRIPING ON ONE SIDE OF THE STREET.
26. A SECOND POINT OF ACCESS, MEETING ALL CRITERIA OF THE MOST RECENTLY ADOPTED FIRE CODE, AS AMENDED, SHALL BE REQUIRED ON ALL PLATS OF RESIDENTIAL SUBDIVISIONS CONTAINING MORE THAN 29 DWELLING UNITS.

CITY DEVELOPMENT SERVICES SIGNATURES:

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF HUTTO, THIS THE 10 DAY OF January, 2025.

ASHLEY BAILEY, DEVELOPMENT SERVICES DIRECTOR

1-10-25
DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE ON THE 3 DAY OF December, 2024.

~~SUSANNA BOYER~~, CHAIR
RICHARD J. HUDSON

1-7-25
DATE

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 29th DAY OF January, 2025 A.D., AT 9:00 O'CLOCK A M. AND DULY RECORDED ON THE 29th DAY OF January, 2025 A.D., AT 9:53 O'CLOCK A M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2025006545.

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

NANCY E. RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: , DEPUTY

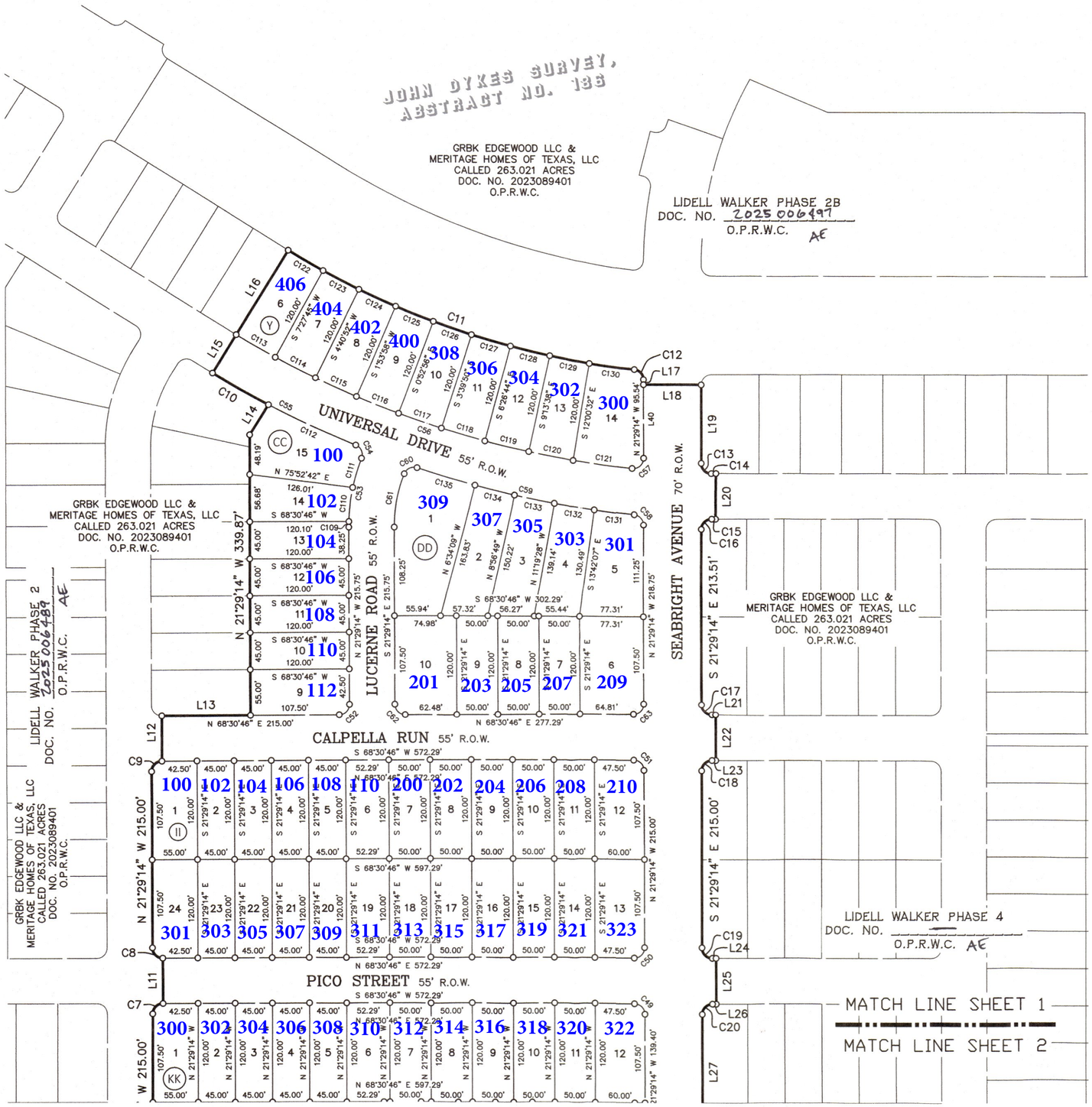
COUNTY COURT
WILLIAMSON COUNTY TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

RECORD ONLY

J:\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell Walker_Ph_3\SV\04_Finals\Drawings\Plat\11865-01_Lidell-Walker_Ph3.dwg, 12/19/2024 10:54 AM, Matthew Mislok

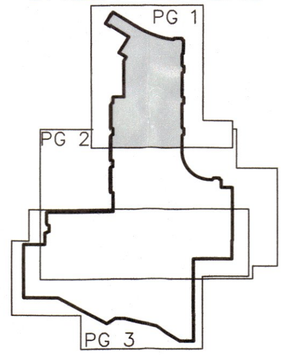
DOC #2025006545

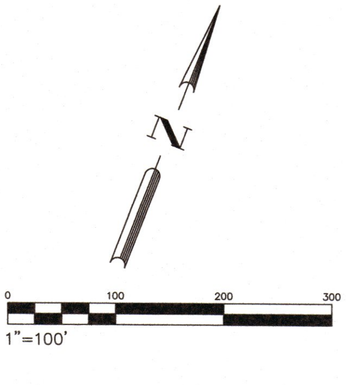


STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
MALIBU BEND	55 FT.	1,196 FT.
MANDEVILLE BEND	55 FT.	996 FT.
PICO STREET	55 FT.	672 FT.
CALPELLA RUN	55 FT.	672 FT.
SEABRIGHT AVENUE	70 FT.	1,472 FT.
INGLENOOK ROAD	55 FT.	600 FT.
LUCERNE ROAD	55 FT.	370 FT.
UNIVERSAL DRIVE	55 FT.	2,349 FT.
TOTAL LINEAR FEET	— AE	8,327 FT.

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	192	28.219 AC.
PARK	1	0.466 AC.
OPEN SPACE	3	0.364 AC.
DRAINAGE EASEMENT/OPEN SPACE	2	23.115 AC.
RIGHT-OF-WAY	–	10.514 AC.
TOTAL	198	62.678 AC.

SHEET LEGEND





SUBMITTED DATE: OCTOBER 7, 2024

OWNERS:

GRBK EDGEWOOD LLC
A TEXAS LIMITED LIABILITY COMPANY
5501 HEADQUARTERS DRIVE, SUITE 300W
PLANO, TEXAS 75024
TEL: (469) 573-6721

MERITAGE HOMES OF TEXAS, LLC
AN ARIZONA LIMITED LIABILITY COMPANY
12301 RESEARCH BLVD.
BUILDING 4, SUITE 400
AUSTIN, TEXAS 78759
TEL: (737) 309-5487

SURVEYOR:

BGE, INC.
101 W. LOUIS HENNA BLVD, STE 400
AUSTIN, TEXAS 78728
TEL: 512-879-0400

ENGINEER:

GRAY ENGINEERING, INC.
8834 N CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN, TEXAS 78759
TEL: 512-452-0371

FINAL PLAT

LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693 AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE COMBINED SCALE FACTOR = 0.99988116

LEGEND

D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ESMT.	EASEMENT
NO.	NUMBER
NOS.	NUMBERS
O.S.	OPEN SPACE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
{ }	RECORD INFORMATION VOLUME 309, PG. 269
< >	RECORD INFORMATION VOLUME 866, PG. 661
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
△	CALCULATED POINT

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

RECORD ONLY

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Doc #2025006545

PICO STREET 55' R.O.W.

MALIBU BEND 55' R.O.W.

UNIVERSAL DRIVE 55' R.O.W.

MANDEVILLE DRIVE 55' R.O.W.

SEABRIGHT AVENUE 70' R.O.W.

INGLENOOK ROAD 55' R.O.W.

COUNTY ROAD 133 (R.O.W. VARIES)

MATCH LINE SHEET 1

MATCH LINE SHEET 2

MATCH LINE SHEET 3

GRBK EDGEWOOD LLC & MERITAGE HOMES OF TEXAS, LLC
CALLED 263.021 ACRES
DOC. NO. 2023089401
O.P.R.W.C.

LIDELL WALKER PHASE 2
DOC. NO. 2025006489
O.P.R.W.C.

LIDELL WALKER PHASE 4
DOC. NO.
O.P.R.W.C.

JOHN DYKES SURVEY, ABSTRACT NO. 186

CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693

APPROX SURVEY LINE

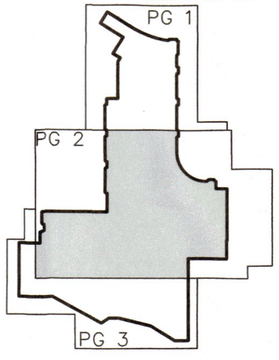
36 DRAINAGE EASEMENT/ OPEN SPACE

P.O.B.

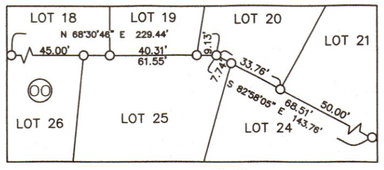
S 68°32'53" W 356.44'
CHARLES MERVIN WALKER AND GRACE E. WALKER
REMAINDER OF A CALLED 105.75 ACRES
VOL. 484, PAGE 331
D.R.W.C.

0 100 200 300
1"=100'

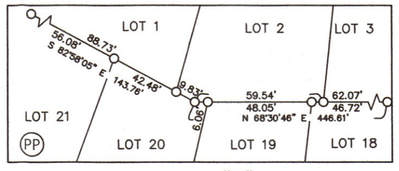
SHEET LEGEND



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



FINAL PLAT

LIDELL WALKER PHASE 3

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TBPELS Licensed Surveying Firm No. 10106502

RECORD ONLY

\\bgeinc\data\TXG\Projects\WayMaker\11885-00-Lidell Walker_Ph_3\SV\04_Finals\Drawings\Plat\11885-01_Lidell-Walker_Ph3.dwg, 12/19/2024 10:54 AM, Matthew Mlaick

Doc # 2025006545

GRBK EDGEWOOD LLC & MERITAGE HOMES OF TEXAS, LLC CALLED 263.021 ACRES DOC. NO. 2023089401 O.P.R.W.C.

LIDELL WALKER PHASE 2 DOC. NO. ____ O.P.R.W.C.

APPROX. SURVEY LINE

N 68°30'46" E 610.00'

N 68°30'46" E 839.44'

N 68°30'46" E 715.82'

N 68°30'46" E 714.38'

UNIVERSAL DRIVE 55' R.O.W.

S 68°30'46" W 714.38'

N 68°30'46" E 540.00'

N 68°30'46" E 195.01'

N 68°28'41" E 199.13'

MALIBU BEND 55' R.O.W.

MANDEVILLE DRIVE 55' R.O.W.

S 68°30'46" W 333.09'

INGLENOOK ROAD 55' R.O.W.

S 21°29'14" E 460.00'

S 21°29'14" E 48

N 21°29'14" W 215.00'

LIDELL WALKER PHASE 4 DOC. NO. ____ O.P.R.W.C.

GRBK EDGEWOOD LLC & MERITAGE HOMES OF TEXAS, LLC CALLED 263.021 ACRES DOC. NO. 2023089401 O.P.R.W.C.

S 21°29'14" E 175.22'

S 68°32'53" W 356.44'

S 68°30'46" W 515.59'

N 68°30'46" E 256.58'

P.O.B.

MATCH LINE SHEET 2

MATCH LINE SHEET 3

CHARLES MERVIN WALKER AND GRACE E. WALKER REMAINDER OF A CALLED 105.75 ACRES VOLUME 484, PAGE 331 D.R.W.C.

S 21°37'44" E 759.92'

MUSTANG CREEK, PHASE 8 DOC. NO. 2022091992 O.P.R.W.C.

LOT 107, BLOCK B

N 21°39'45" W 495.52'

36 DRAINAGE EASEMENT/ OPEN SPACE

S 68°20'15" W 318.44'

84 O.S./D.E.

N 83°08'58" W 513.50'

S 82°22'10" W 304.52'

N 79°55'05" W 260.42'

101 O.S./D.E.

MUSTANG CREEK, PHASE 1 DOC. NO. 2020111349 O.P.R.W.C.

LIDELL WALKER PHASE 1 DOC. NO. 2024093354 O.P.R.W.C.

GRBK EDGEWOOD LLC & MERITAGE HOMES OF TEXAS, LLC CALLED 263.021 ACRES DOC. NO. 2023089401 O.P.R.W.C.

61 PARK 0.519 AC.

JOHN DYKES SURVEY, ABSTRACT NO. 186

CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693

CHARLES MERVIN WALKER AND GRACE E. WALKER REMAINDER OF A CALLED 105.75 ACRES VOLUME 484, PAGE 331 D.R.W.C.

SHEET LEGEND

PG 1

PG 2

PG 3

N

0 100 200 300

1"=100'

FINAL PLAT

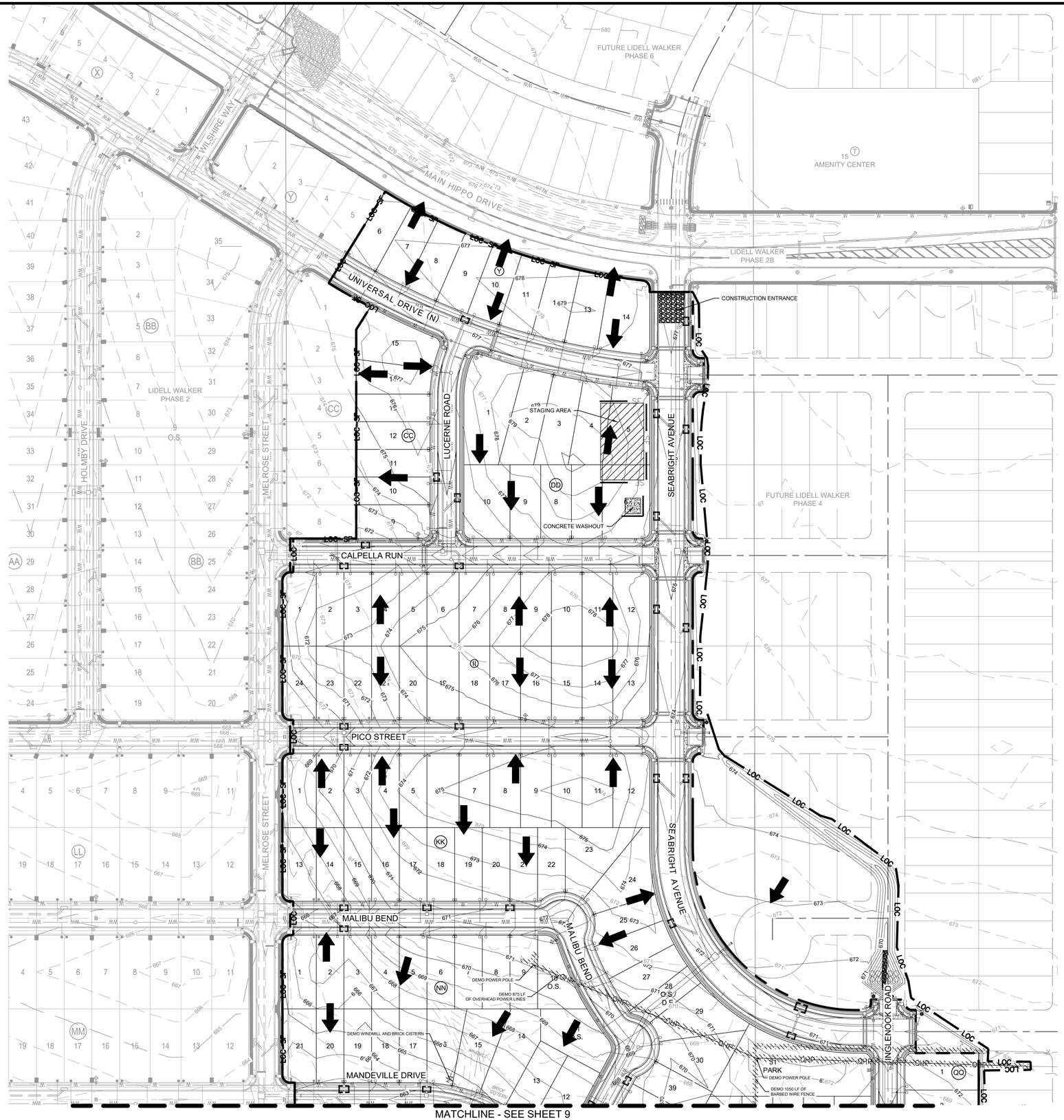
LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693 AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

RECORD ONLY

\\bgeinc\data\TXG\Projects\WayMaker\11685-00-Lidell Walker_Ph_3\SV\04_Finals\Drawings\Plat\11865-01_Lidell-Walker_Ph3.dwg, 12/19/2024 10:54 AM, Matthew Milsiok



SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- LOC — LIMITS OF CONSTRUCTION
- LOC–SF — LIMITS OF CONSTRUCTION/ SILT FENCE
- SF — SILT FENCE
- DIVERSION DIKE
- INLET PROTECTION
- TEMPORARY ROCK BERM
- DIRECTION OF FLOW
- CONSTRUCTION ENTRANCE
- CONCRETE WASHOUT
- STAGING / SPOILS AREA
- DEMO

TOTAL DISTURBED AREA = 44.08 AC

8834 N. Capital of Texas Hwy.
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FAX(512)454-9933
TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL EROSION PLAN (1 OF 2)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

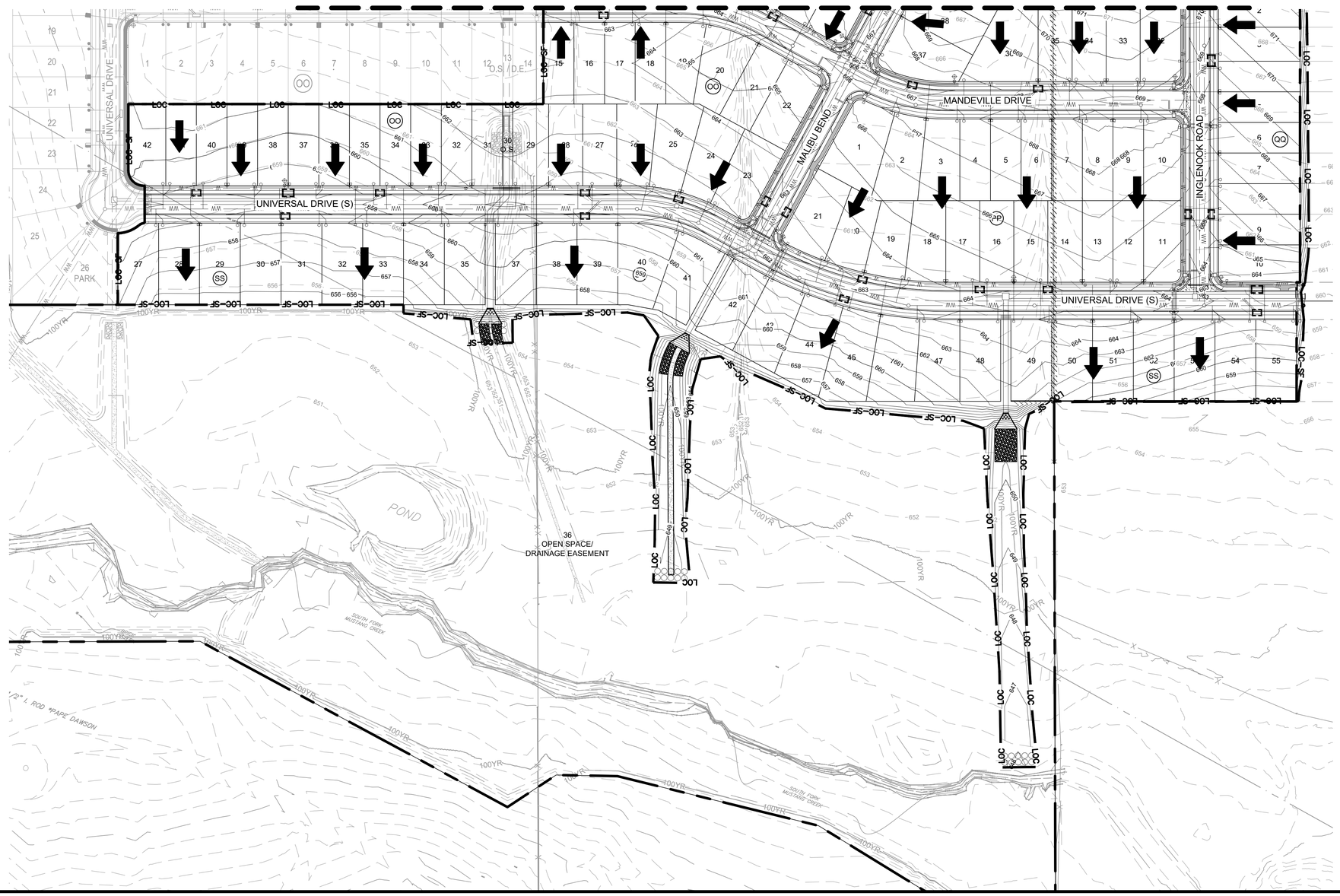
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 8 OF 89

H:\PROJECTS\1725_GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-EROS-O.DWG DATE: 11/18/2024 10:29:58 AM BY: JHADLEY

MATCHLINE - SEE SHEET 8



SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- LOC — LIMITS OF CONSTRUCTION
- LOC–SF — LIMITS OF CONSTRUCTION/ SILT FENCE
- SF — SILT FENCE
- DIVERSION DIKE
- INLET PROTECTION
- TEMPORARY ROCK BERM
- DIRECTION OF FLOW
- CONSTRUCTION ENTRANCE
- CONCRETE WASHOUT
- STAGING / SPOILS AREA
- DEMO

TOTAL DISTURBED AREA = 44.08 AC

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL EROSION PLAN
(2 OF 2)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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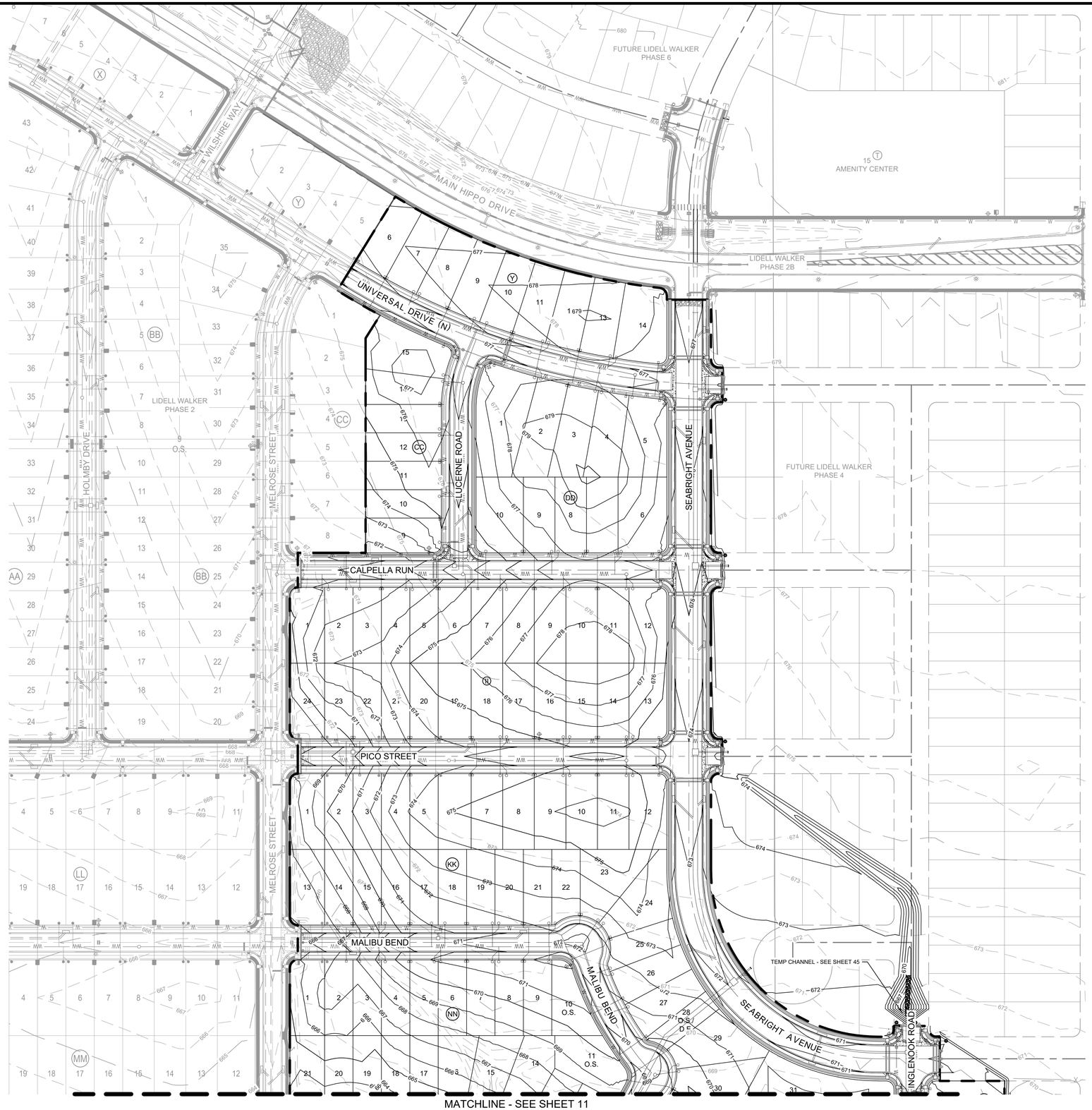
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 9 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-EROS-O.DWG DATE: 11/18/2024 10:30:13 AM BY: HADLEY



SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- PROPERTY BOUNDARY
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED WALL
- PROPOSED PEDESTRIAN HANDRAIL

NOTES:
1. CONTRACTOR TO PROVIDE 5'X5' PASSING SPACES ALONG 4 FOOT WIDE SIDEWALKS EVERY 200 FEET.

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NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL GRADING PLAN
(1 OF 2)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

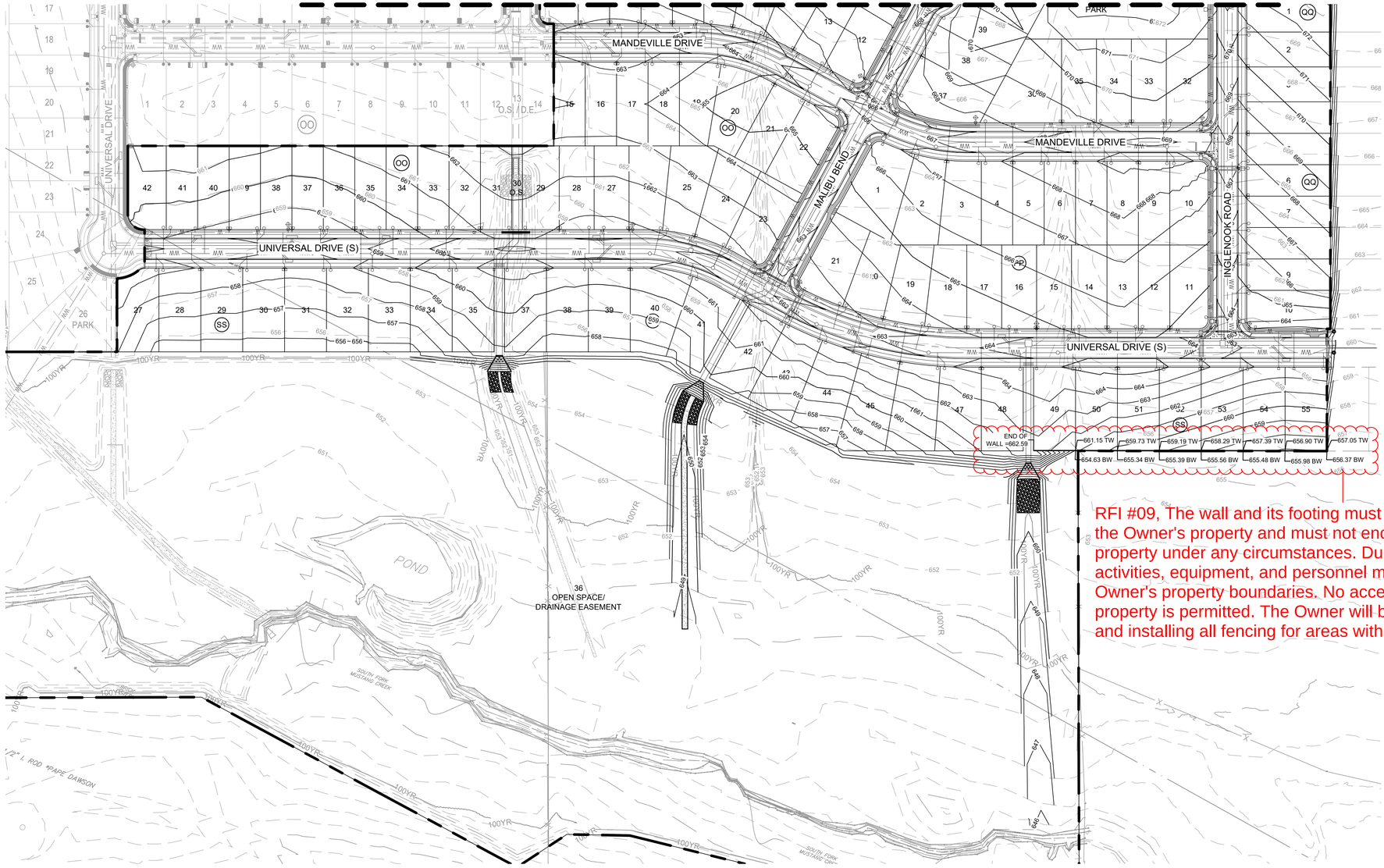
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 10 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LCC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-GRAD-O.DWG, DATE: 11/18/2024 10:31:05 AM, BY: JHADLEY

MATCHLINE - SEE SHEET 10



RFI #09, The wall and its footing must be constructed entirely on the Owner's property and must not encroach on the adjacent property under any circumstances. During construction, all work activities, equipment, and personnel must remain within the Owner's property boundaries. No access to or use of neighboring property is permitted. The Owner will be responsible for providing and installing all fencing for areas with walls.

LEGEND

- PROPERTY BOUNDARY
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED WALL
- PROPOSED PEDESTRIAN HANDRAIL

NOTES:
1. CONTRACTOR TO PROVIDE 5'X5' PASSING SPACES ALONG 4 FOOT WIDE SIDEWALKS EVERY 200 FEET.

SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

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NO.	BY	DATE	REVISION DESCRIPTION
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LIDELL WALKER PHASE 3

OVERALL GRADING PLAN
(2 OF 2)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
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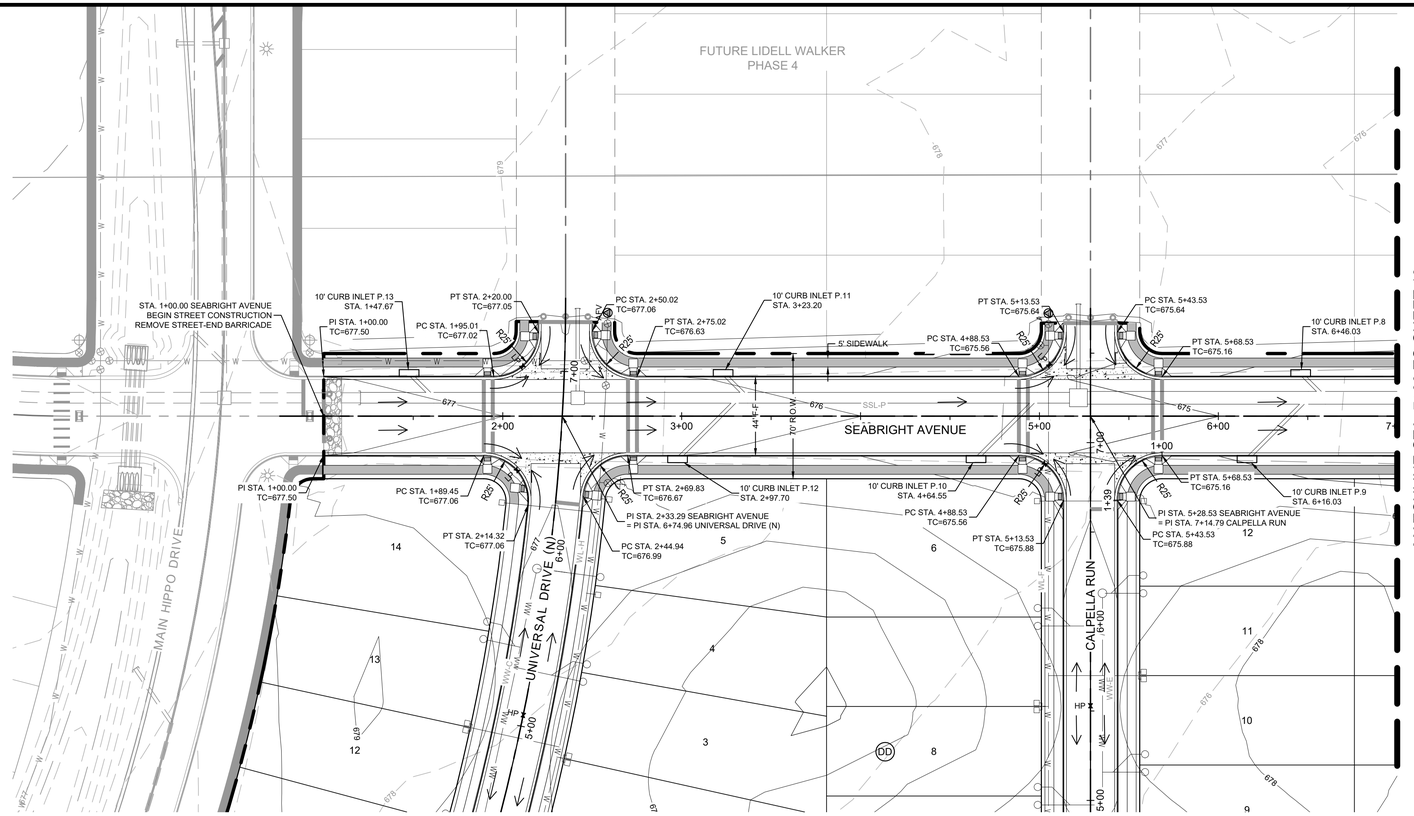
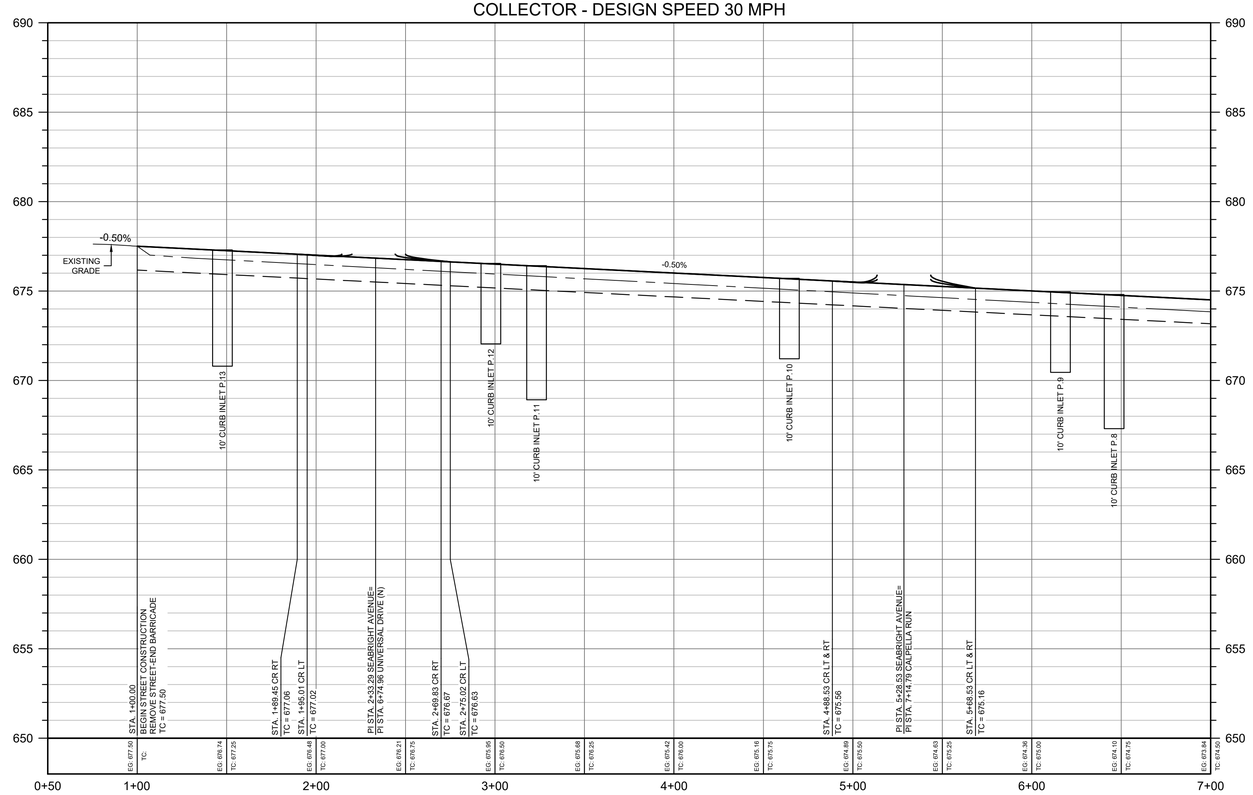
11/18/2024

SHEET 11 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-GRAD-O.DWG DATE: 11/18/2024 10:31:21 AM BY: HADLEY





HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
- CURB & GUTTER (CATCH CURB)
- CURB & GUTTER (SPILL CURB)
- DIRECTION OF FLOW
- CURB INLET
- SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS
- SIDEWALK TO BE CONSTRUCTED BY BUILDER
- 5' X 5' SIDEWALK PASSING ZONE (200' MAXIMUM SPACING)
- PERPENDICULAR CURB RAMP
- CONCRETE VALLEY GUTTER
- ASPHALT VALLEY GUTTER
- MAILBOX CLUSTER UNIT (SEE SHEET 80 FOR DETAILS)

NOTES:
1. ALL CURB RETURN RADII TO BE 25' AT FACE OF CURB UNLESS OTHERWISE NOTED.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED WITH THE CONTRACTORS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
3. ALL PAVEMENT MARKINGS SHALL BE PER THE CURRENT "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.): PART III MARKINGS". ALL STRIPING TO BE THERMOPLASTIC.

PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

SEABRIGHT AVENUE PLAN AND PROFILE
(1+00 TO 7+00)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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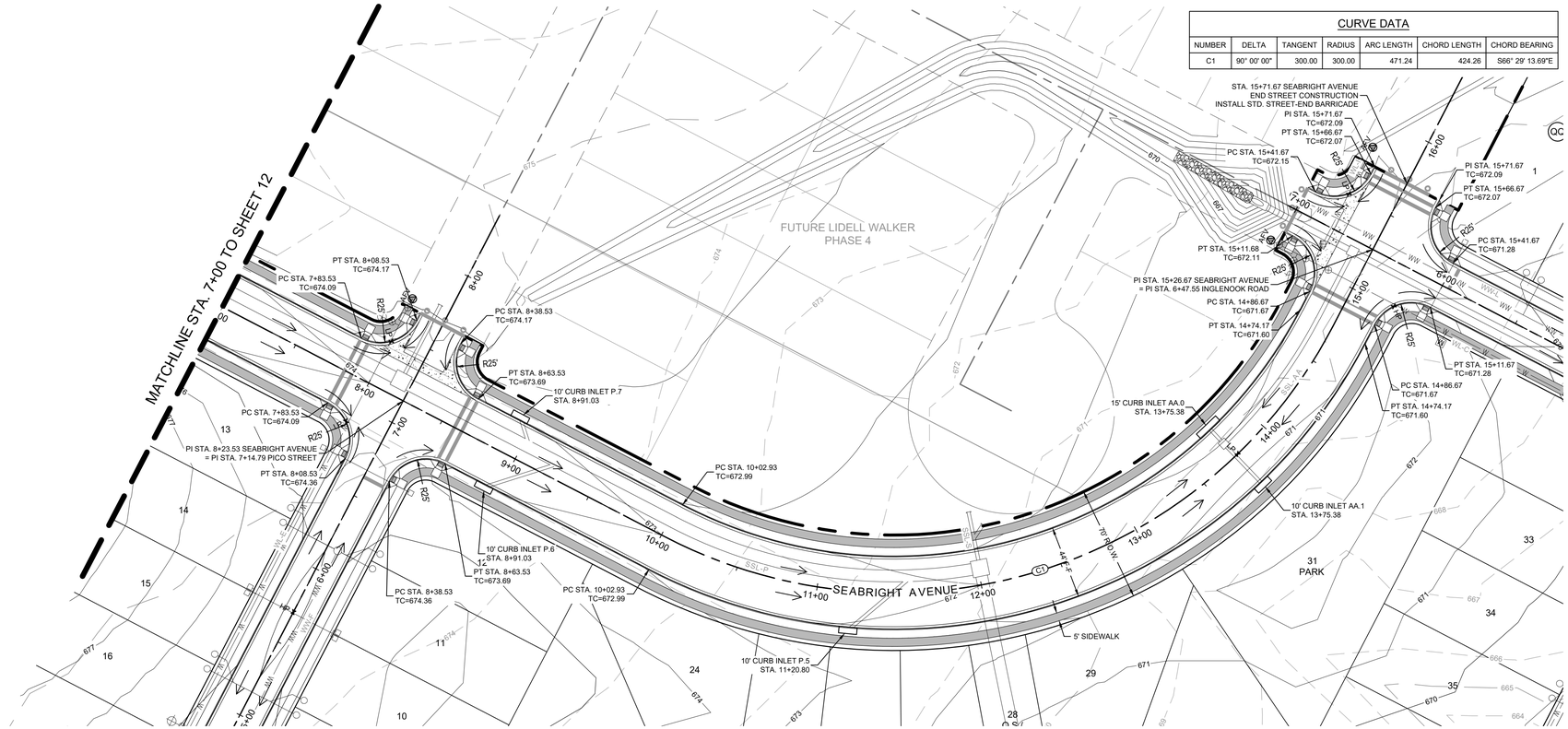
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 12 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:32:36 AM BY: JHADLEY



CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	90° 00' 00"	300.00	300.00	471.24	424.26	S66° 29' 13.69"E

HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
- CURB & GUTTER (CATCH CURB)
- CURB & GUTTER (SPILL CURB)
- DIRECTION OF FLOW
- CURB INLET
- SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS
- SIDEWALK TO BE CONSTRUCTED BY BUILDER
- 5' X 5' SIDEWALK PASSING ZONE (200' MAXIMUM SPACING)
- PERPENDICULAR CURB RAMP
- CONCRETE VALLEY GUTTER
- AVG ASPHALT VALLEY GUTTER
- MAILBOX CLUSTER UNIT (SEE SHEET 80 FOR DETAILS)

NOTES:
1. ALL CURB RETURN RADII TO BE 25' AT FACE OF CURB UNLESS OTHERWISE NOTED.
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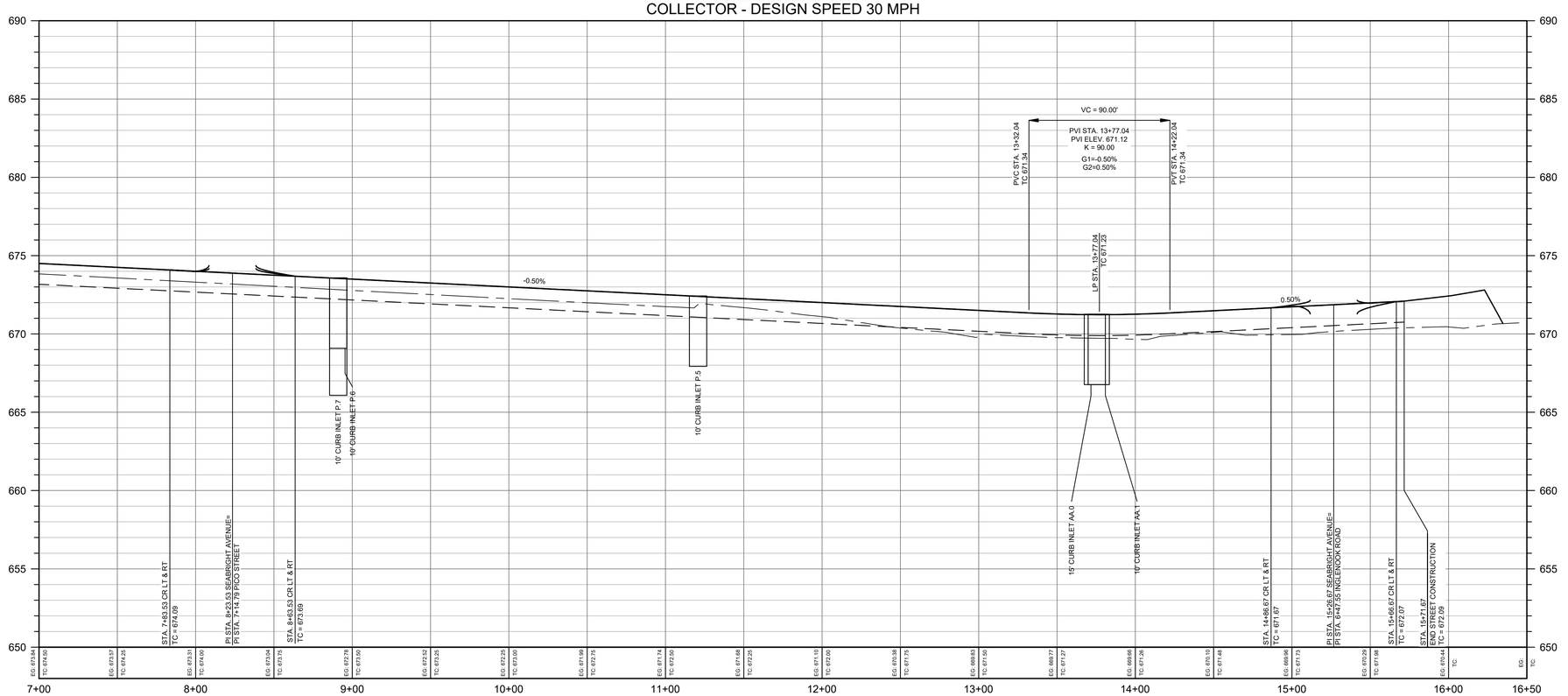
SEABRIGHT AVENUE
COLLECTOR - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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GRAY ENGINEERING

NO.	DATE	BY	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

SEABRIGHT AVENUE PLAN AND PROFILE
(7+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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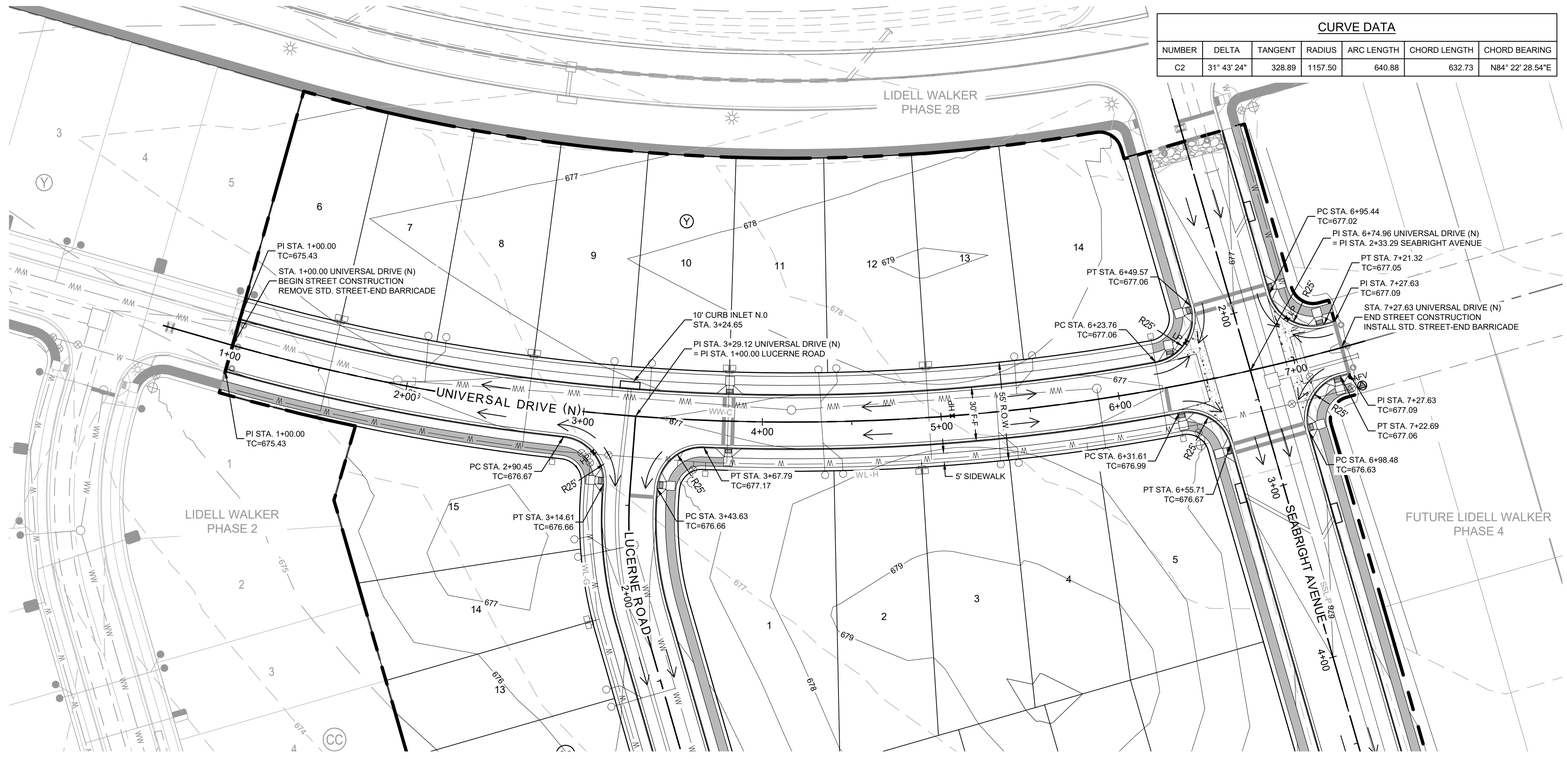
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 13 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:33:04 AM BY: JHADLEY



CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C2	31° 43' 24"	328.89	1157.50	640.88	632.73	N84° 22' 28.54"E

HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
- CURB & GUTTER (CATCH CURB)
- CURB & GUTTER (SPILL CURB)
- DIRECTION OF FLOW
- CURB INLET
- SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS
- SIDEWALK TO BE CONSTRUCTED BY BUILDER
- 5' X 5' SIDEWALK PASSING ZONE (200' MAXIMUM SPACING)
- PERPENDICULAR CURB RAMP
- CONCRETE VALLEY GUTTER
- AVG ASPHALT VALLEY GUTTER
- MAILBOX CLUSTER UNIT (SEE SHEET 80 FOR DETAILS)

NOTES:
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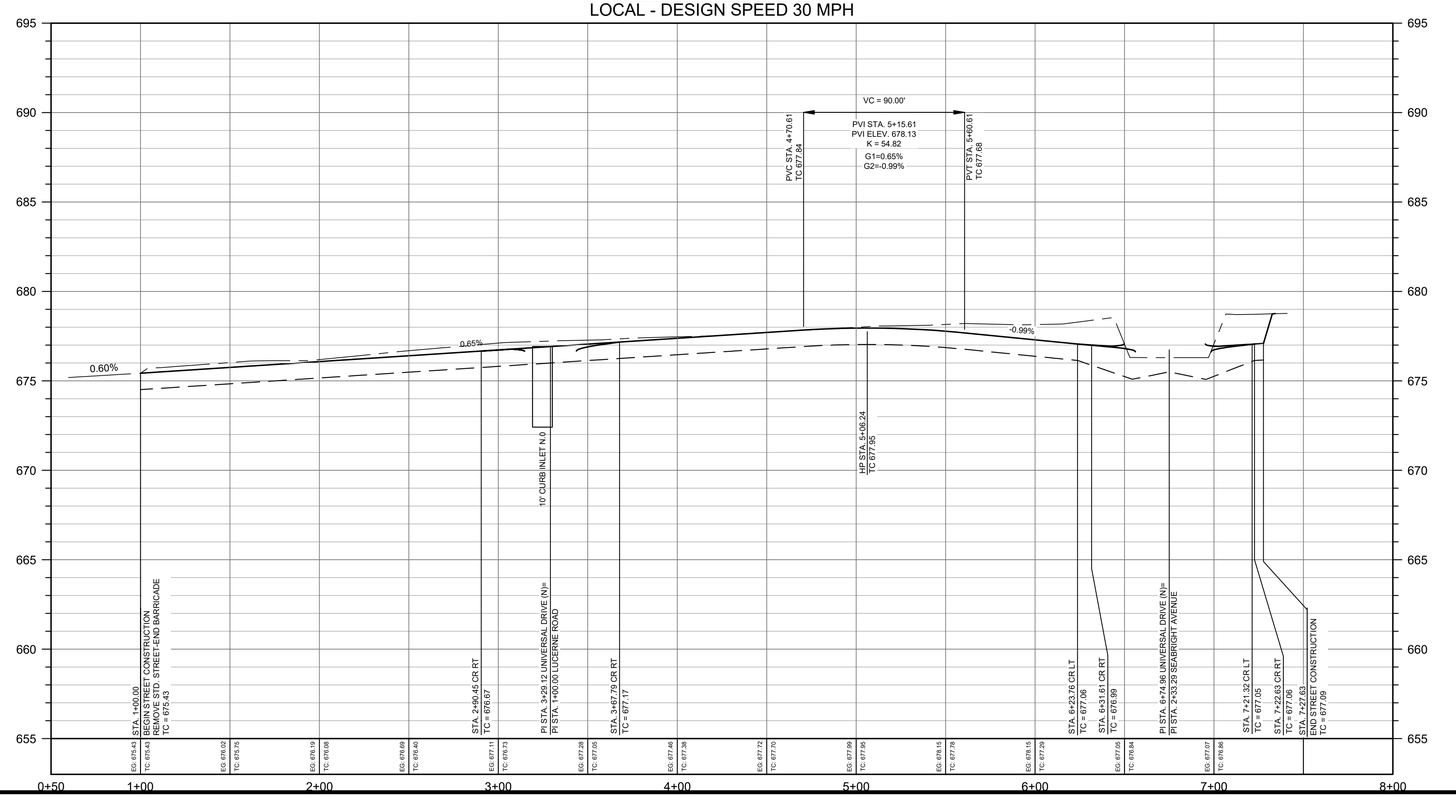
UNIVERSAL DRIVE (N)
LOCAL - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

UNIVERSAL DRIVE (N) PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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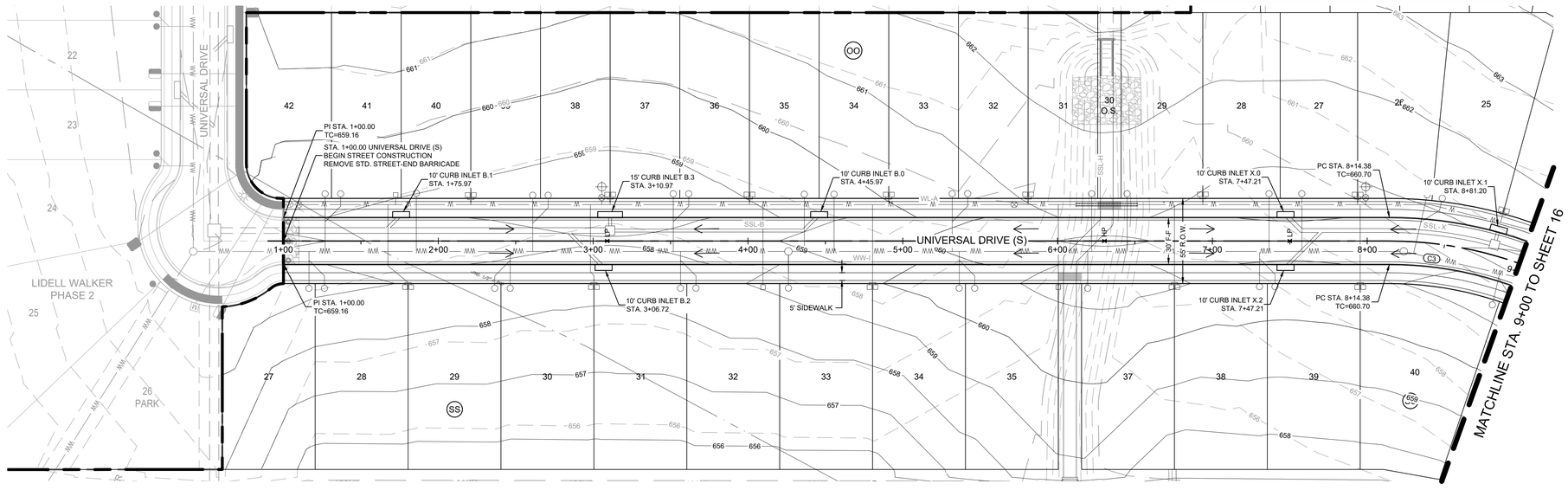
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 14 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:33:29 AM BY: HADLEY

CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C3	28° 31' 08"	63.54	250.00	124.44	123.16	N82° 46' 20.43"E



HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
- CURB & GUTTER (CATCH CURB)
- CURB & GUTTER (SPILL CURB)
- DIRECTION OF FLOW
- CURB INLET
- SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS
- SIDEWALK TO BE CONSTRUCTED BY BUILDER
- 5' X 5' SIDEWALK PASSING ZONE (200' MAXIMUM SPACING)
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- CONCRETE VALLEY GUTTER
- ASPHALT VALLEY GUTTER
- MAILBOX CLUSTER UNIT (SEE SHEET 80 FOR DETAILS)

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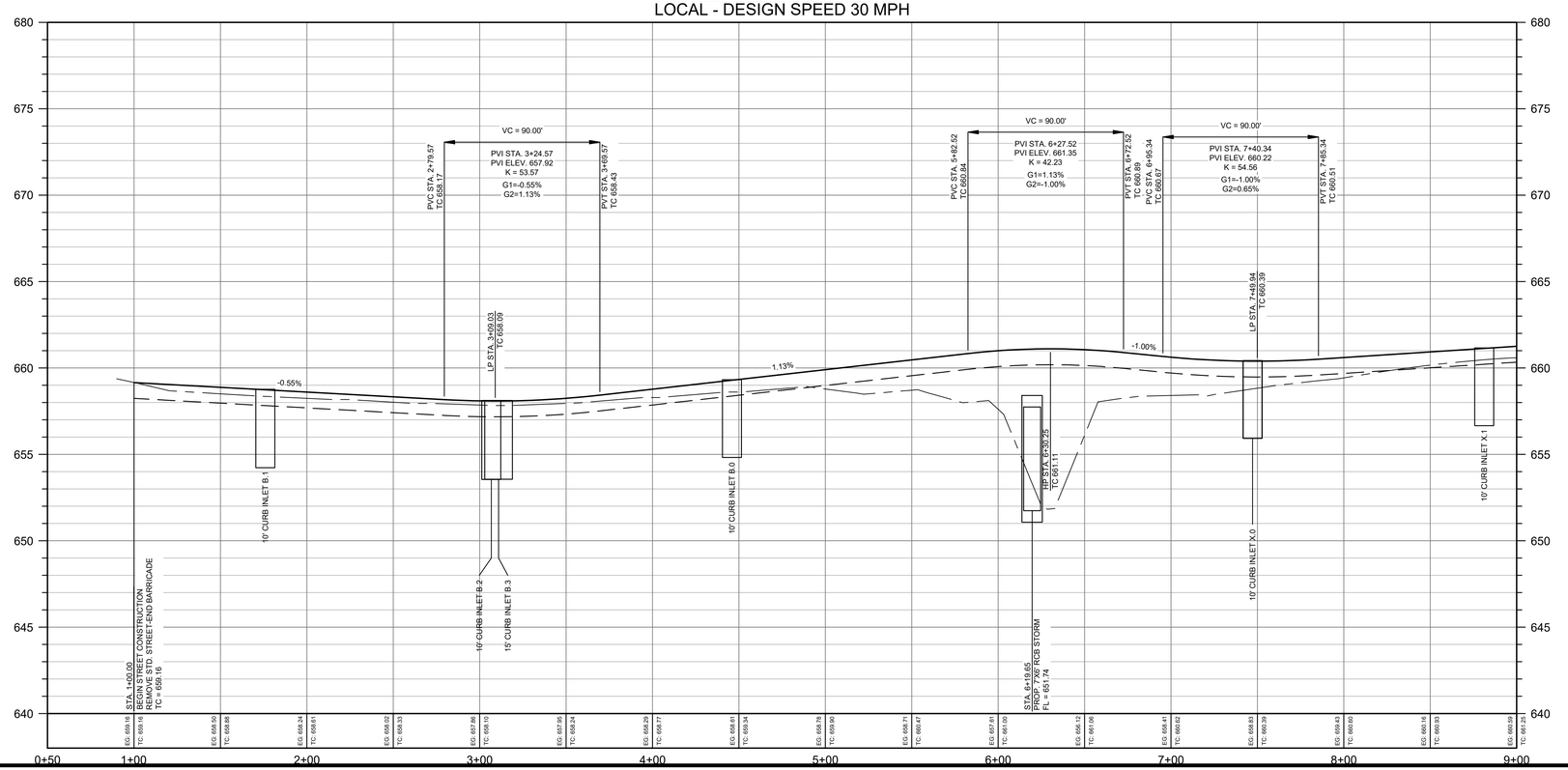
UNIVERSAL DRIVE (S)
LOCAL - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

UNIVERSAL DRIVE (S) PLAN AND PROFILE
(1+00 TO 9+00)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

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STATE OF TEXAS
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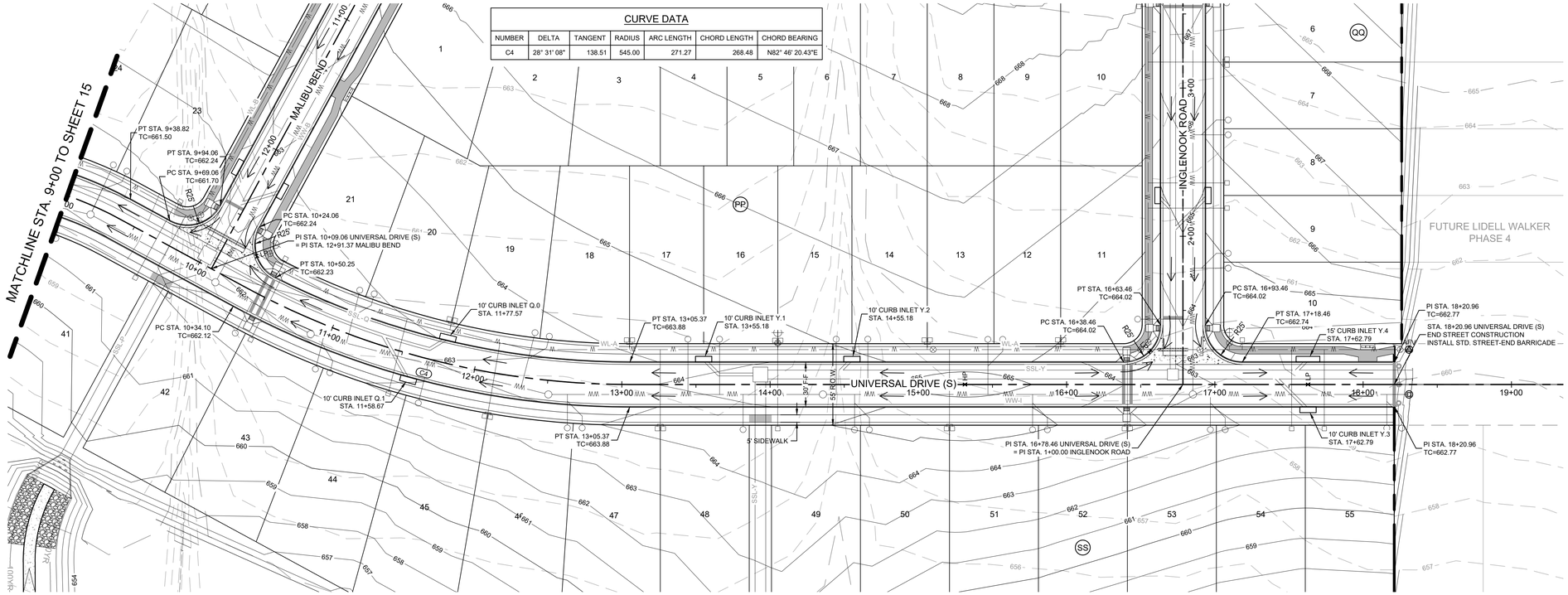
11/18/2024

SHEET 15 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:33:56 AM BY: JHADLEY

CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C4	28° 31' 08"	138.51	545.00	271.27	268.48	N82° 46' 20.43"E



HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
- CURB & GUTTER (CATCH CURB)
- CURB & GUTTER (SPILL CURB)
- DIRECTION OF FLOW
- CURB INLET
- SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS
- SIDEWALK TO BE CONSTRUCTED BY BUILDER
- 5' X 5' SIDEWALK PASSING ZONE (200' MAXIMUM SPACING)
- PERPENDICULAR CURB RAMP
- CONCRETE VALLEY GUTTER
- AVG ASPHALT VALLEY GUTTER
- MAILBOX CLUSTER UNIT (SEE SHEET 80 FOR DETAILS)

NOTES:
1. ALL CURB RETURN RADII TO BE 25' AT FACE OF CURB UNLESS OTHERWISE NOTED.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED WITH THE CONTRACTORS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
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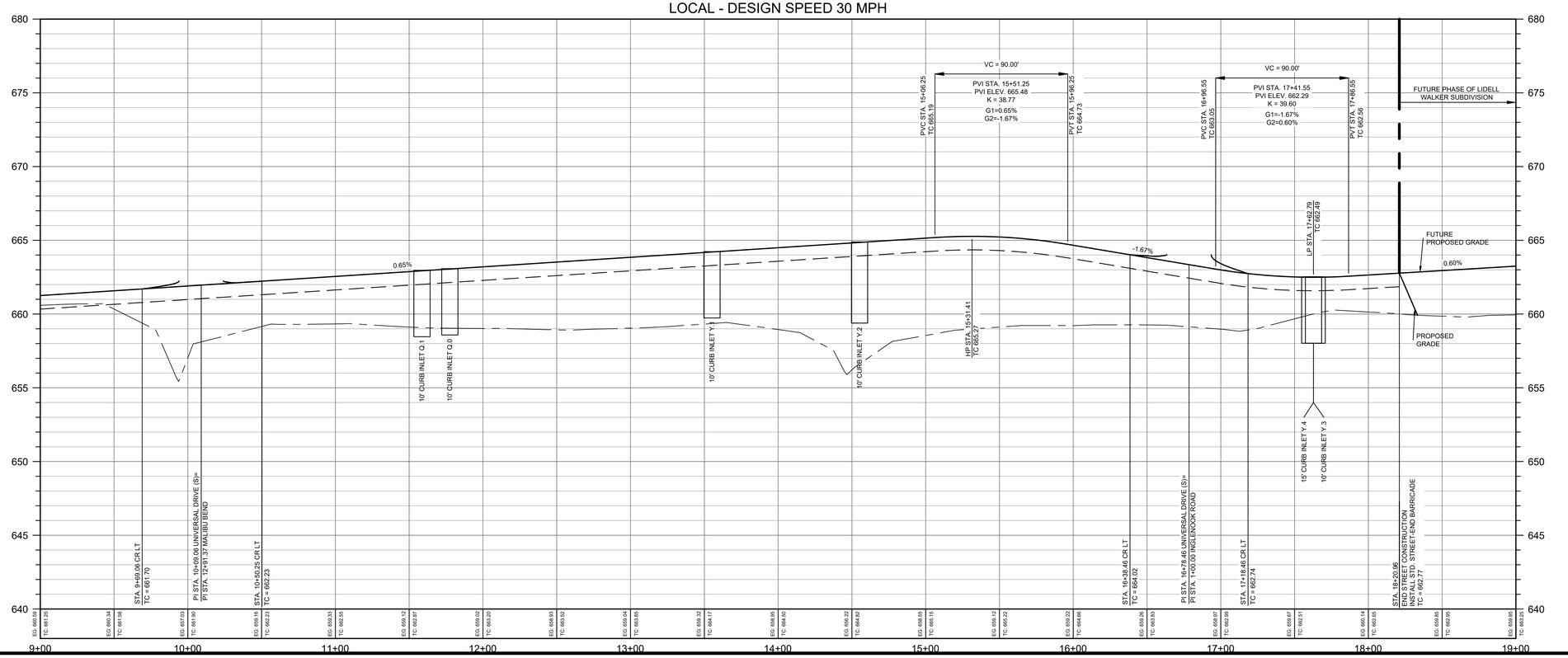
UNIVERSAL DRIVE (S)
LOCAL - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

8834 N. Capital of Texas Hwy.
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(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

UNIVERSAL DRIVE (S) PLAN AND PROFILE
(9+00 TO END)

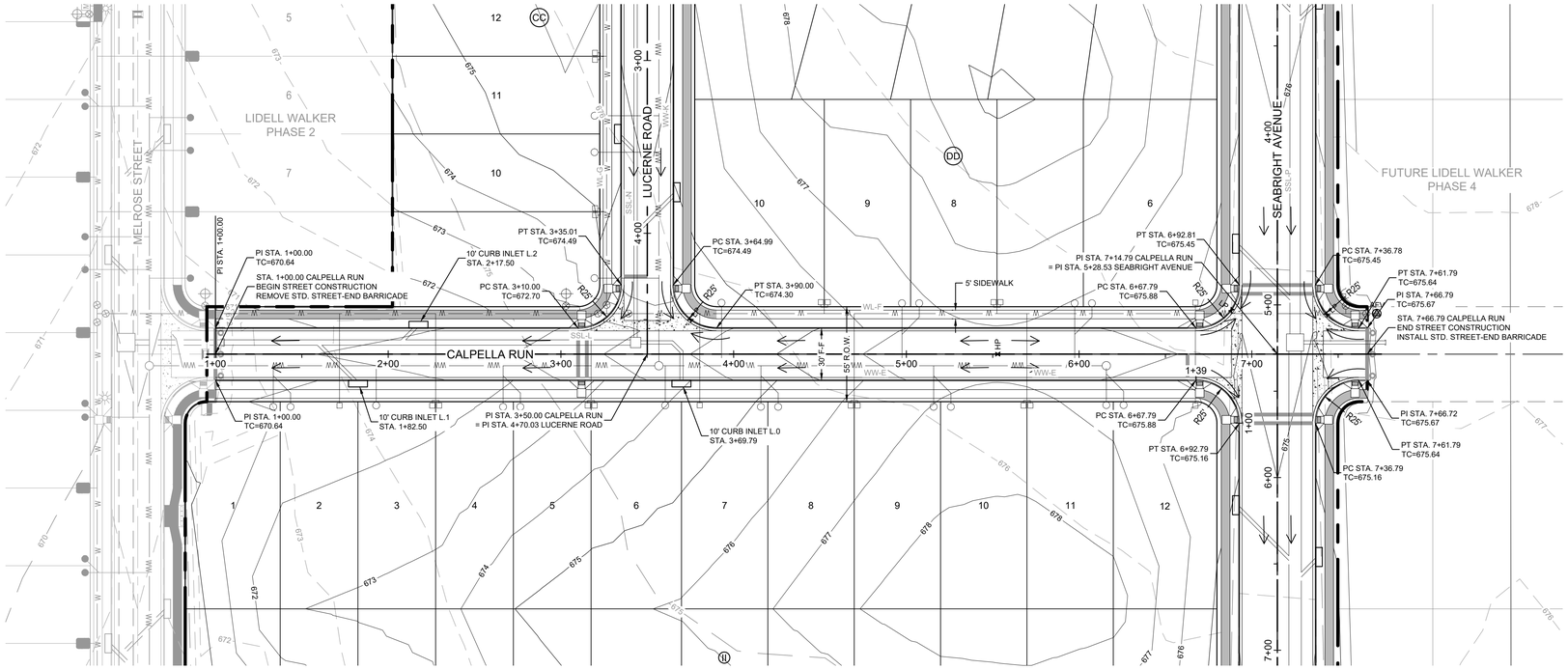
PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 16 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:34:23 AM BY: HADLEY



HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
- CURB & GUTTER (CATCH CURB)
- CURB & GUTTER (SPILL CURB)
- DIRECTION OF FLOW
- CURB INLET
- SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS
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- AVG ASPHALT VALLEY GUTTER
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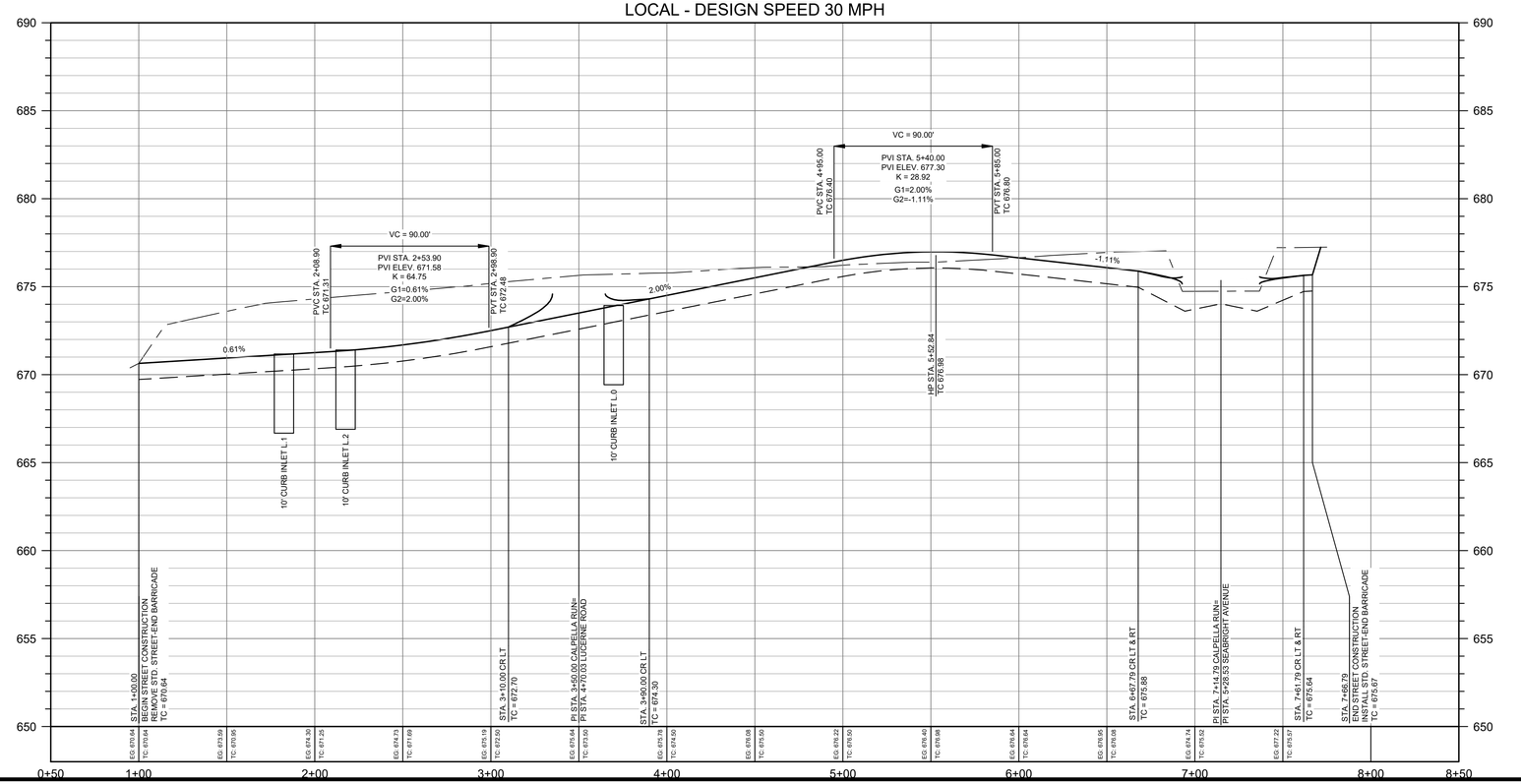
CALPELLA RUN
LOCAL - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

CALPELLA RUN PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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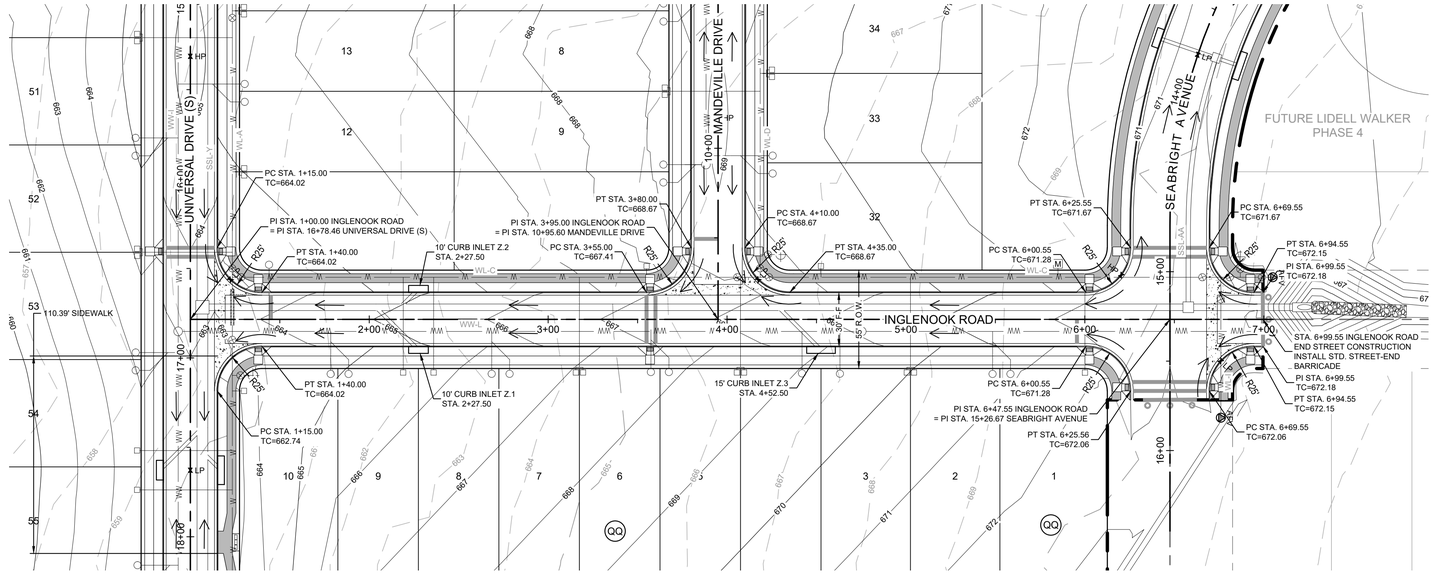
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 17 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:34:45 AM BY: HADLEY



HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
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- MAILBOX CLUSTER UNIT (SEE SHEET 80 FOR DETAILS)

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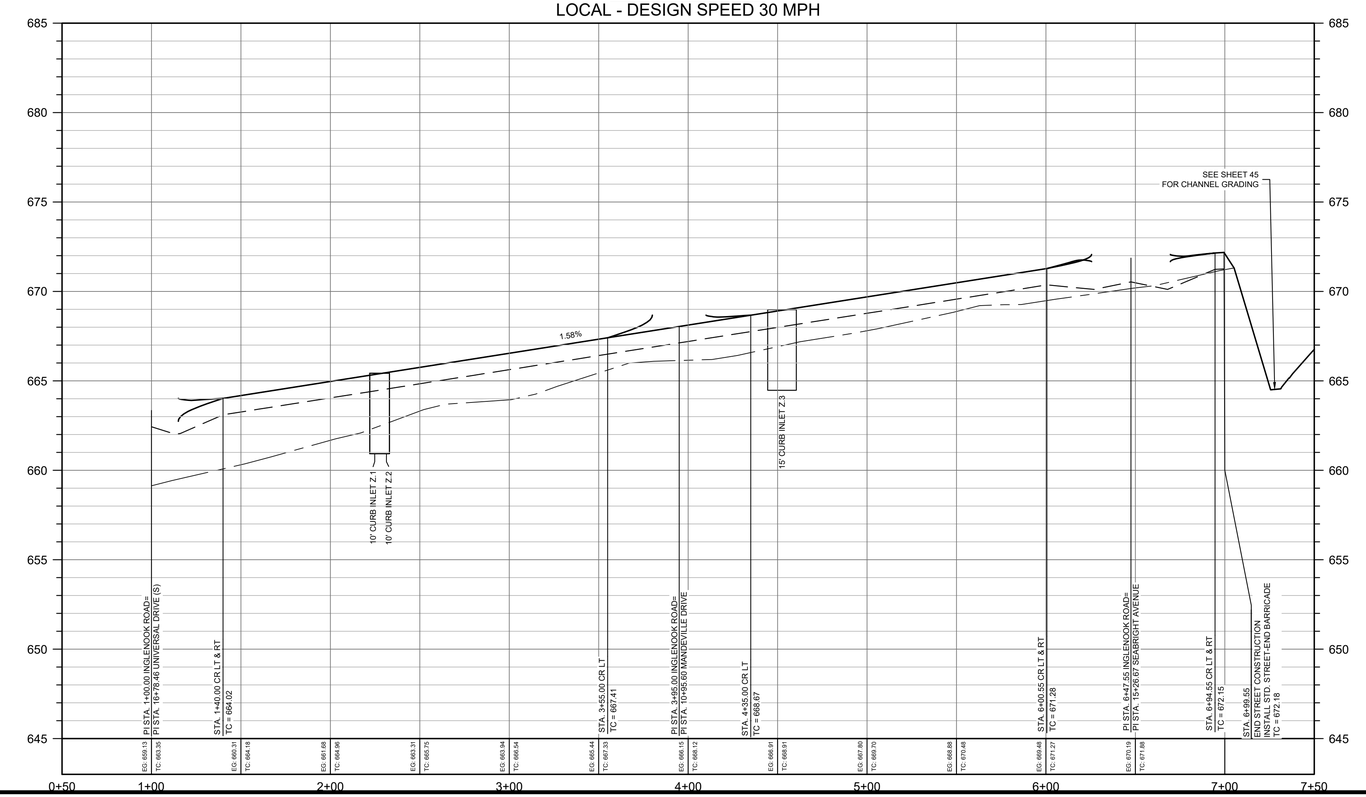
INGLENOOK ROAD
LOCAL - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

INGLENOOK ROAD PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

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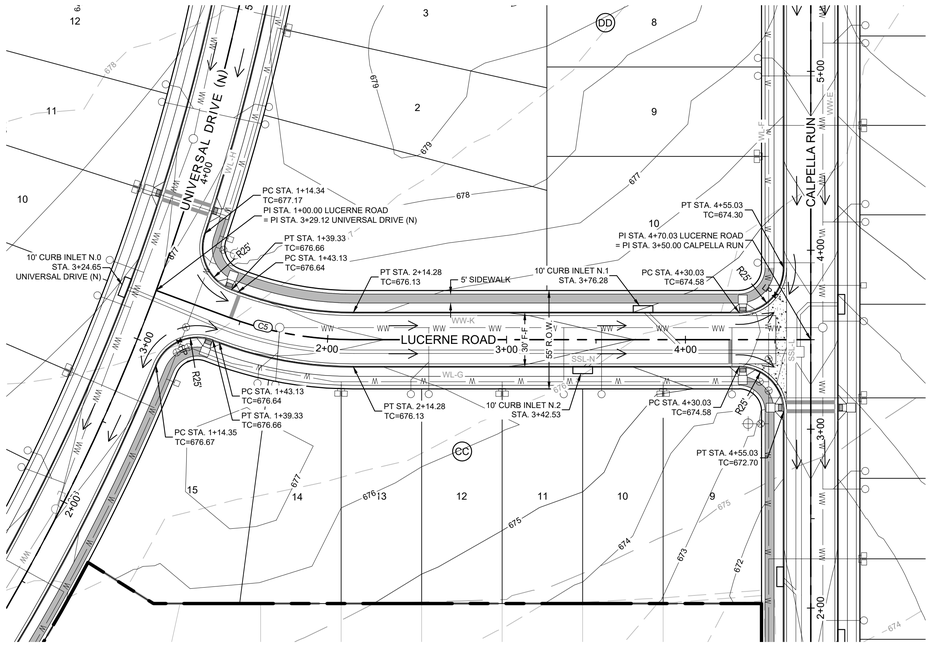
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 18 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:35:05 AM BY: JHADLEY

CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C5	20° 22' 59"	35.96	200.00	71.15	70.78	S11° 17' 43.98"E



HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
- CURB & GUTTER (CATCH CURB)
- CURB & GUTTER (SPILL CURB)
- DIRECTION OF FLOW
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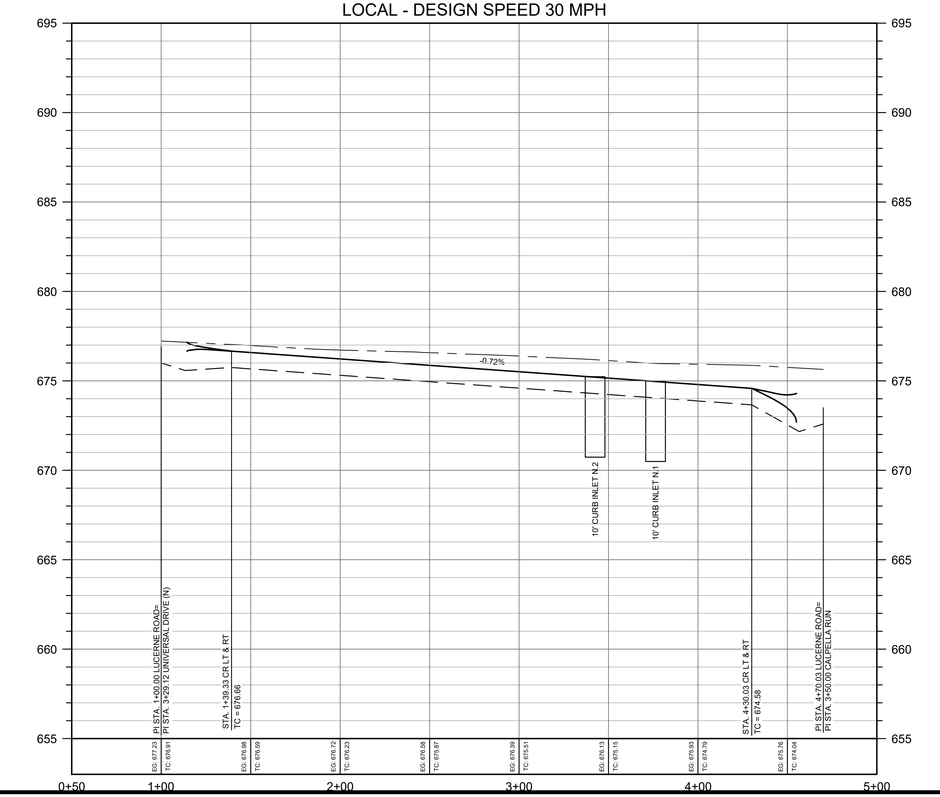
LUCERNE ROAD
LOCAL - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

8834 N. Capital of Texas Hwy.
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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

LUCERNE ROAD PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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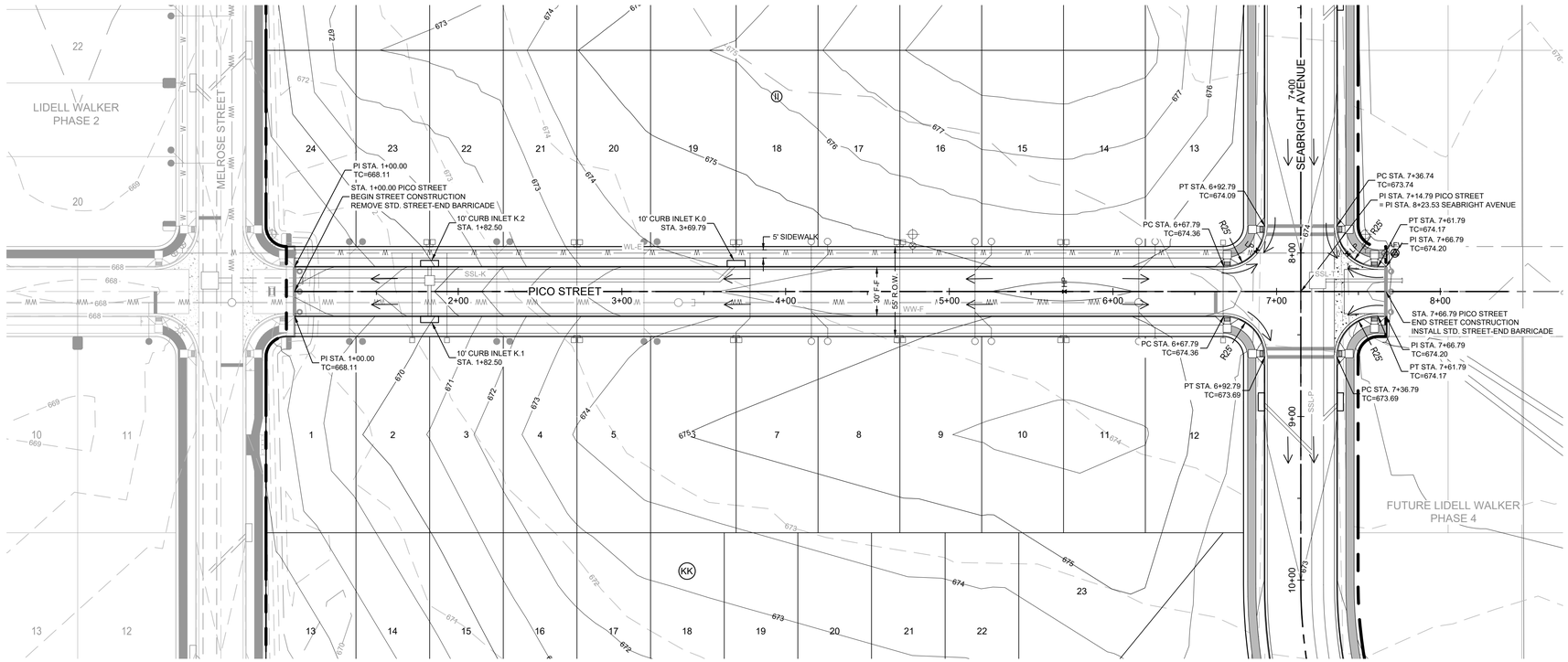
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 19 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:35:33 AM BY: JHADLEY



HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
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- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
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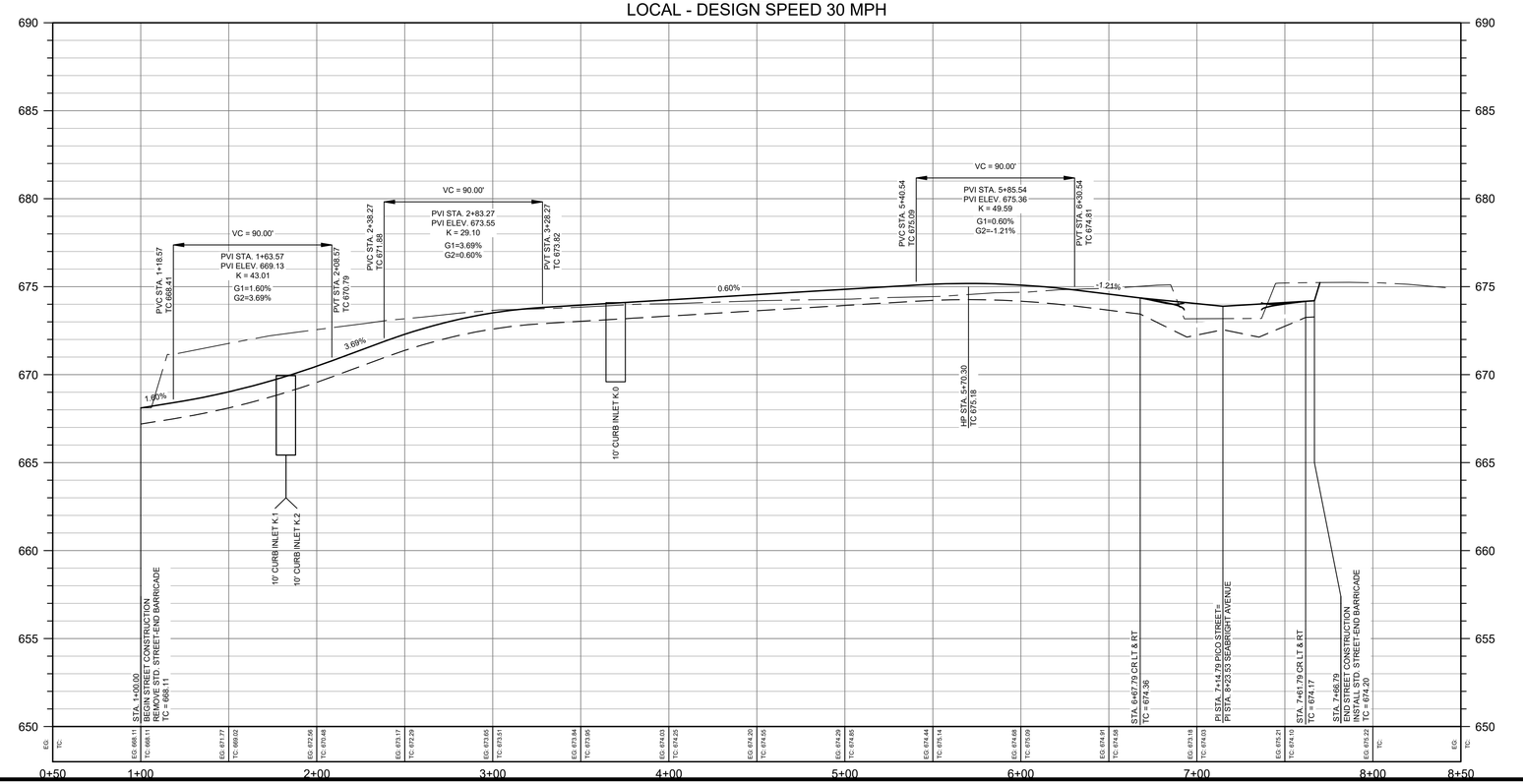
PICO STREET
LOCAL - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

PICO STREET PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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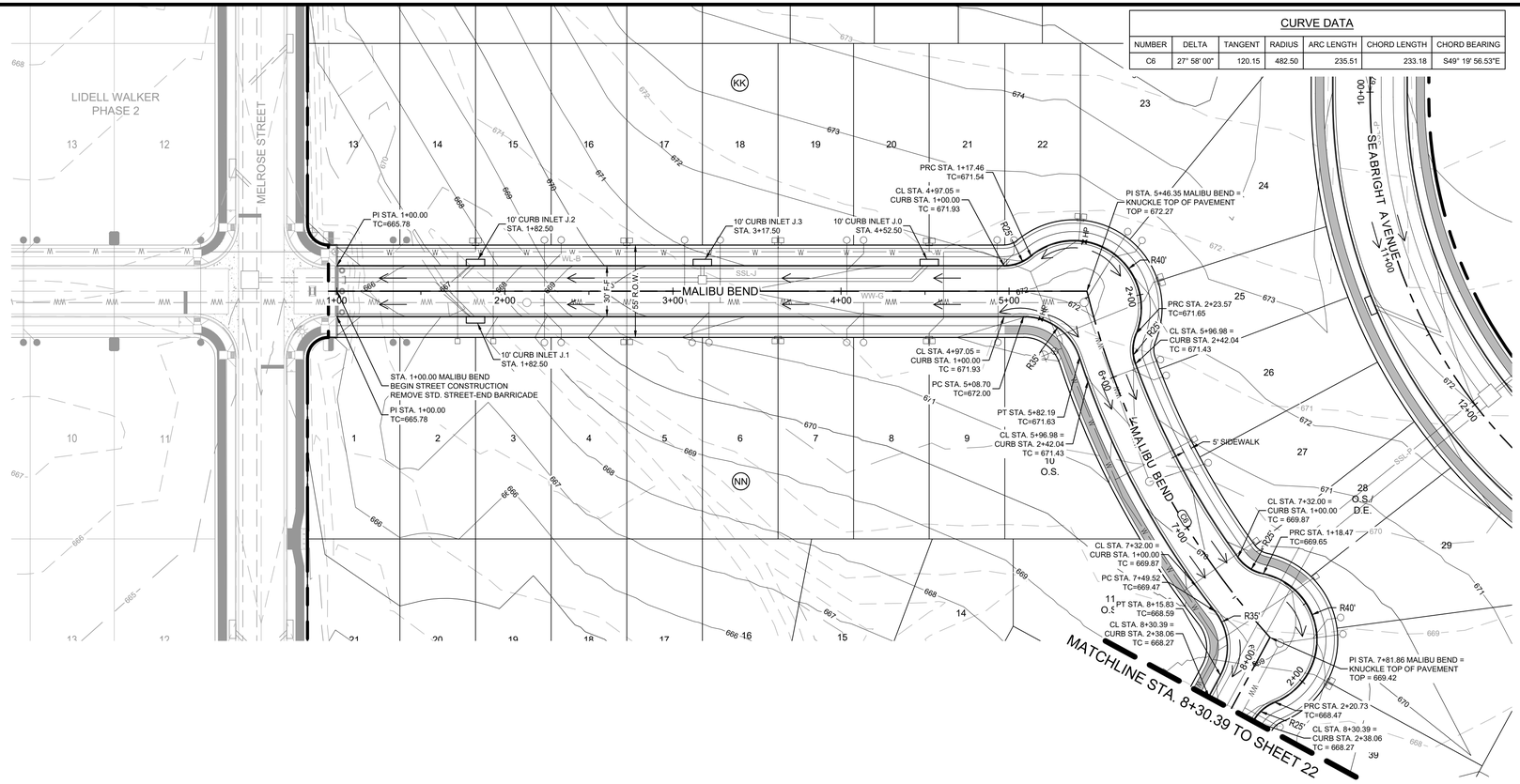
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 20 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:35:55 AM BY: JHADLEY



CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C6	27° 58' 00"	120.15	482.50	235.51	233.18	S49° 19' 56.53"E

HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
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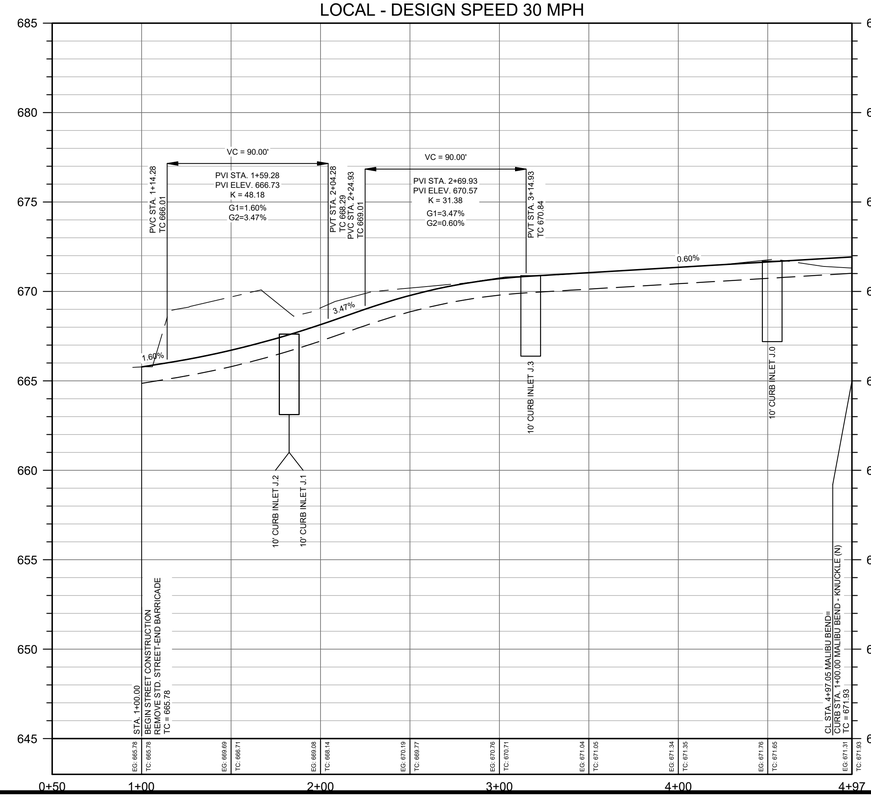
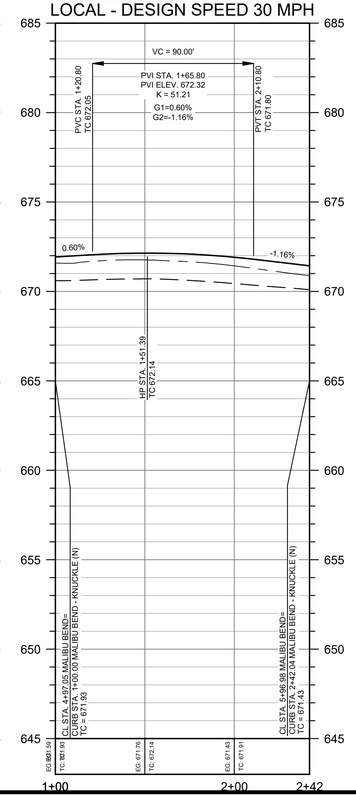
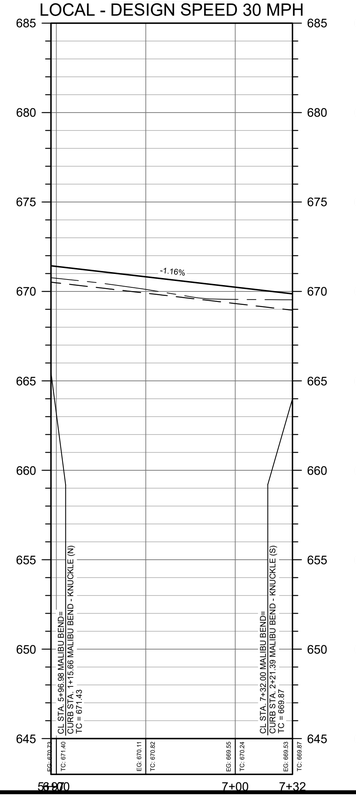
MALIBU BEND
LOCAL - DESIGN SPEED 30 MPH



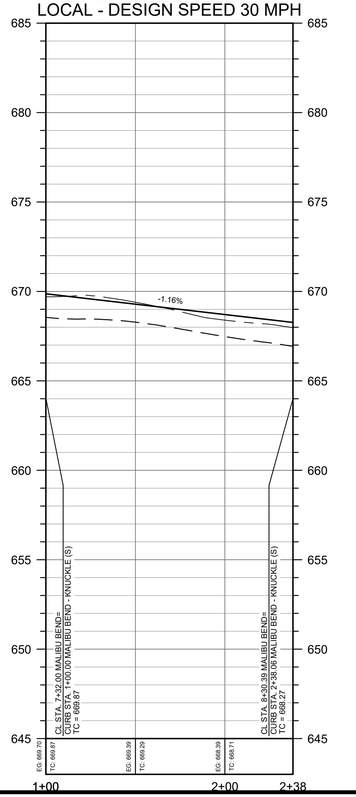
MALIBU BEND - KNUCKLE (N)
LOCAL - DESIGN SPEED 30 MPH



MALIBU BEND
LOCAL - DESIGN SPEED 30 MPH



MALIBU BEND - KNUCKLE (S)
LOCAL - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

MALIBU BEND AND KNUCKLES PLAN AND PROFILE (1+00 TO 8+30.39)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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STATE OF TEXAS
AUSTIN R. SEIFERT
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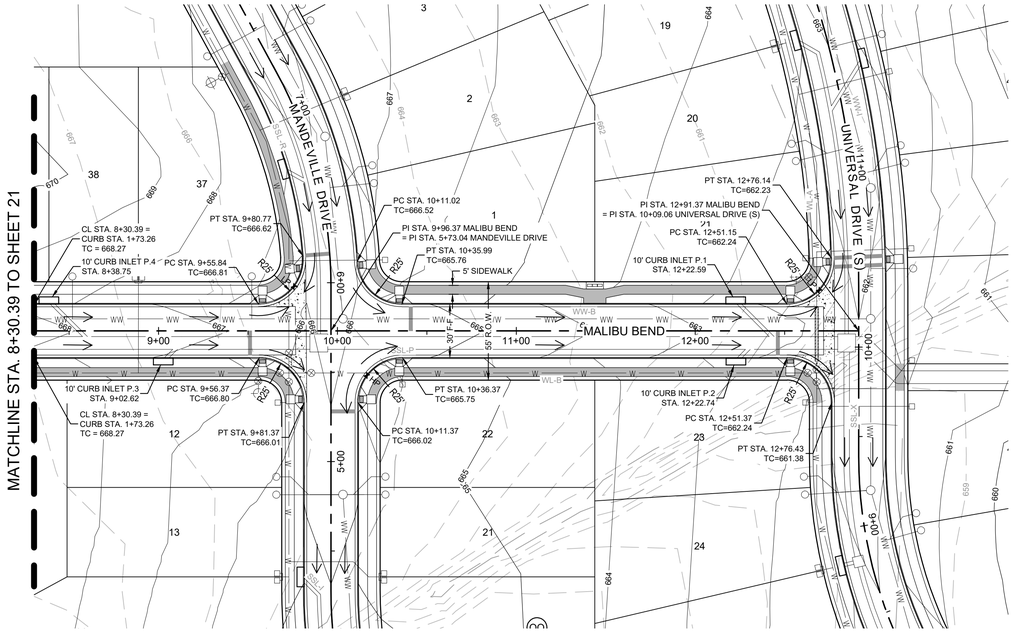
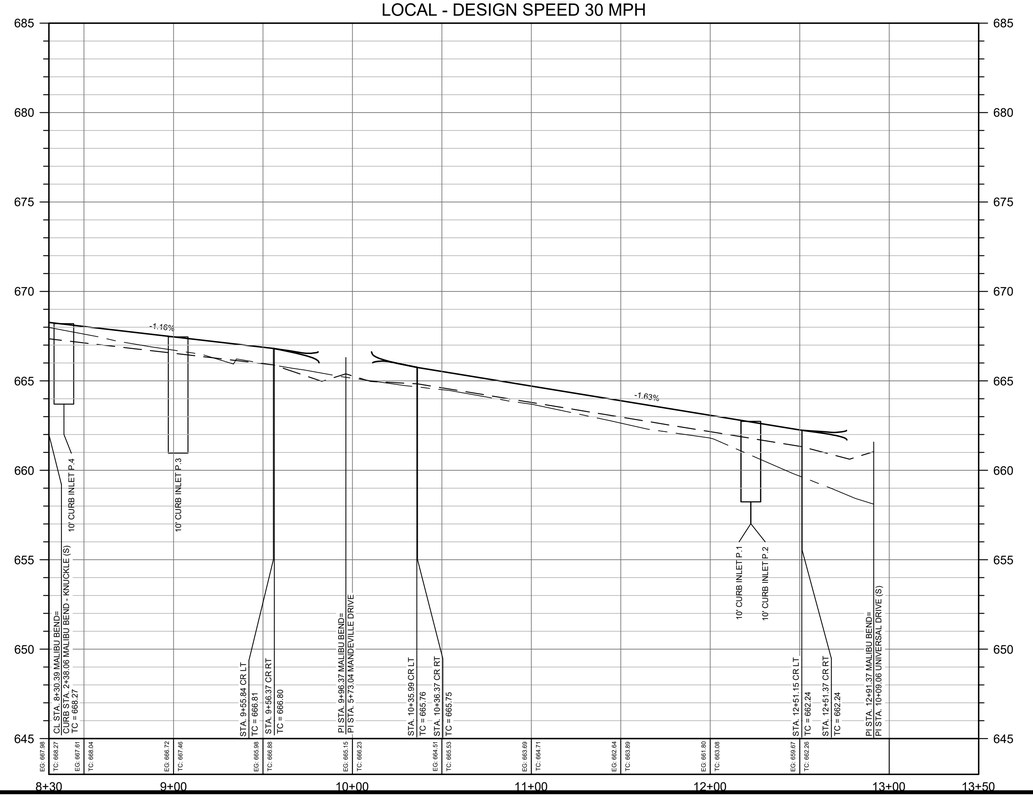
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 21 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:36:23 AM BY: JHADLEY





HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
- CURB & GUTTER (CATCH CURB)
- CURB & GUTTER (SPILL CURB)
- DIRECTION OF FLOW
- CURB INLET
- SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS
- SIDEWALK TO BE CONSTRUCTED BY BUILDER
- 5' X 5' SIDEWALK PASSING ZONE (200' MAXIMUM SPACING)
- PERPENDICULAR CURB RAMP
- CONCRETE VALLEY GUTTER
- AVG ASPHALT VALLEY GUTTER
- MAILBOX CLUSTER UNIT (SEE SHEET 80 FOR DETAILS)

NOTES:
1. ALL CURB RETURN RADII TO BE 25' AT FACE OF CURB UNLESS OTHERWISE NOTED.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED WITH THE CONTRACTORS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
3. ALL PAVEMENT MARKINGS SHALL BE PER THE CURRENT "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.): PART III MARKINGS". ALL STRIPING TO BE THERMOPLASTIC.

PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

MALIBU BEND AND PLAN AND PROFILE
(8+30.39 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

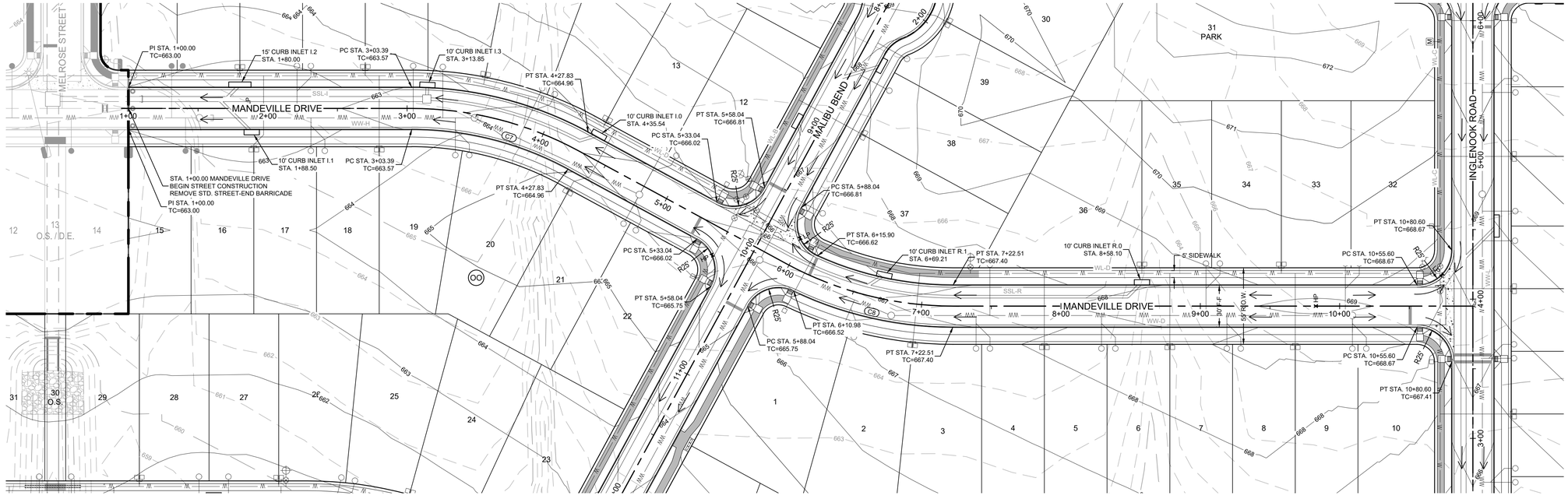
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 22 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:36:43 AM BY: JHADLEY

CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C7	28° 31' 08"	63.54	250.00	124.44	123.16	N82° 46' 20.43"E
C8	28° 31' 08"	63.54	250.00	124.44	123.16	N82° 46' 20.43"E



HORIZONTAL
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EASEMENTS
- 28 LOT NUMBER
- ROAD CENTERLINE
- CURB & GUTTER (CATCH CURB)
- CURB & GUTTER (SPILL CURB)
- DIRECTION OF FLOW
- CURB INLET
- SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS
- SIDEWALK TO BE CONSTRUCTED BY BUILDER
- 5' X 5' SIDEWALK PASSING ZONE (200' MAXIMUM SPACING)
- PERPENDICULAR CURB RAMP
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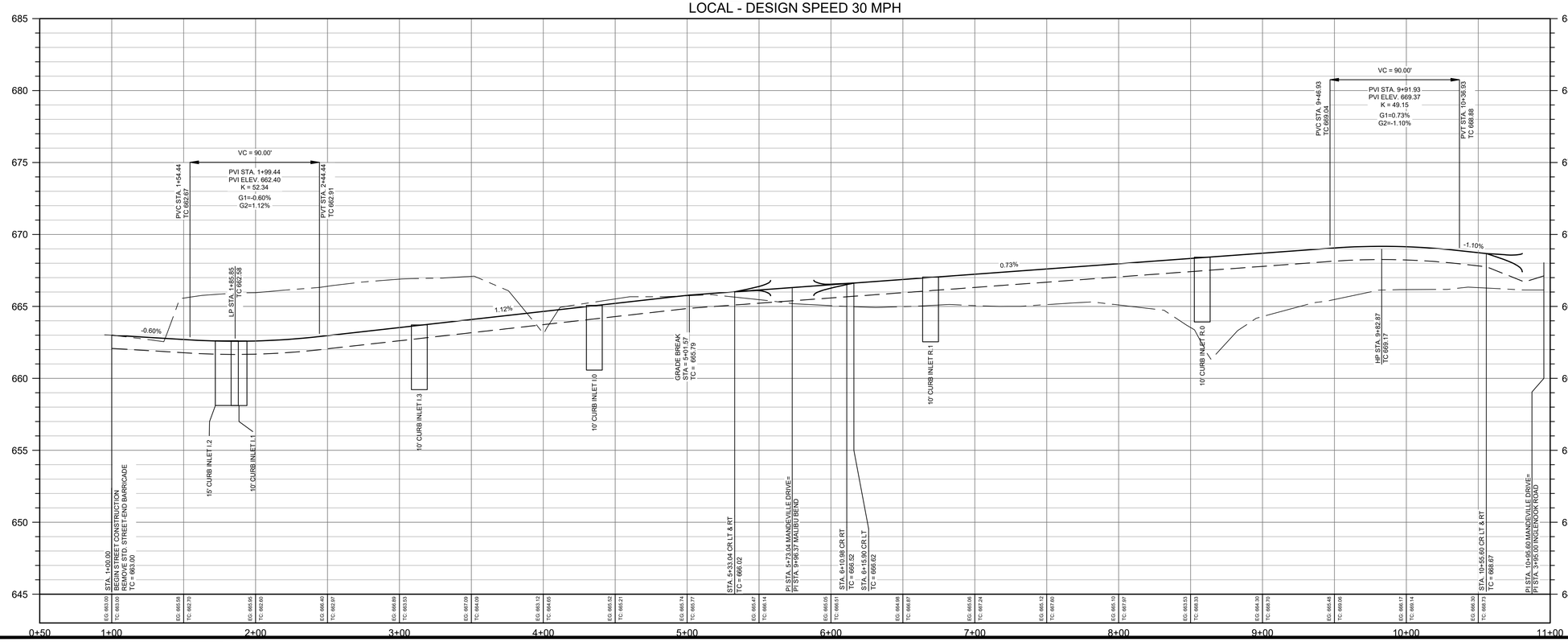
- AVG ASPHALT VALLEY GUTTER
- MAILBOX CLUSTER UNIT (SEE SHEET 80 FOR DETAILS)

NOTES:
1. ALL CURB RETURN RADII TO BE 25' AT FACE OF CURB UNLESS OTHERWISE NOTED.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED WITH THE CONTRACTORS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
3. ALL PAVEMENT MARKINGS SHALL BE PER THE CURRENT "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.): PART III MARKINGS". ALL STRIPING TO BE THERMOPLASTIC.

MANDEVILLE DRIVE
LOCAL - DESIGN SPEED 30 MPH



PROFILE LEGEND

- PROPOSED GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND @ CENTERLINE
- EXISTING GROUND @ LEFT ROW
- EXISTING GRADE @ RIGHT ROW

VERTICAL SCALE: 1" = 4'

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

MANDEVILLE DR AND PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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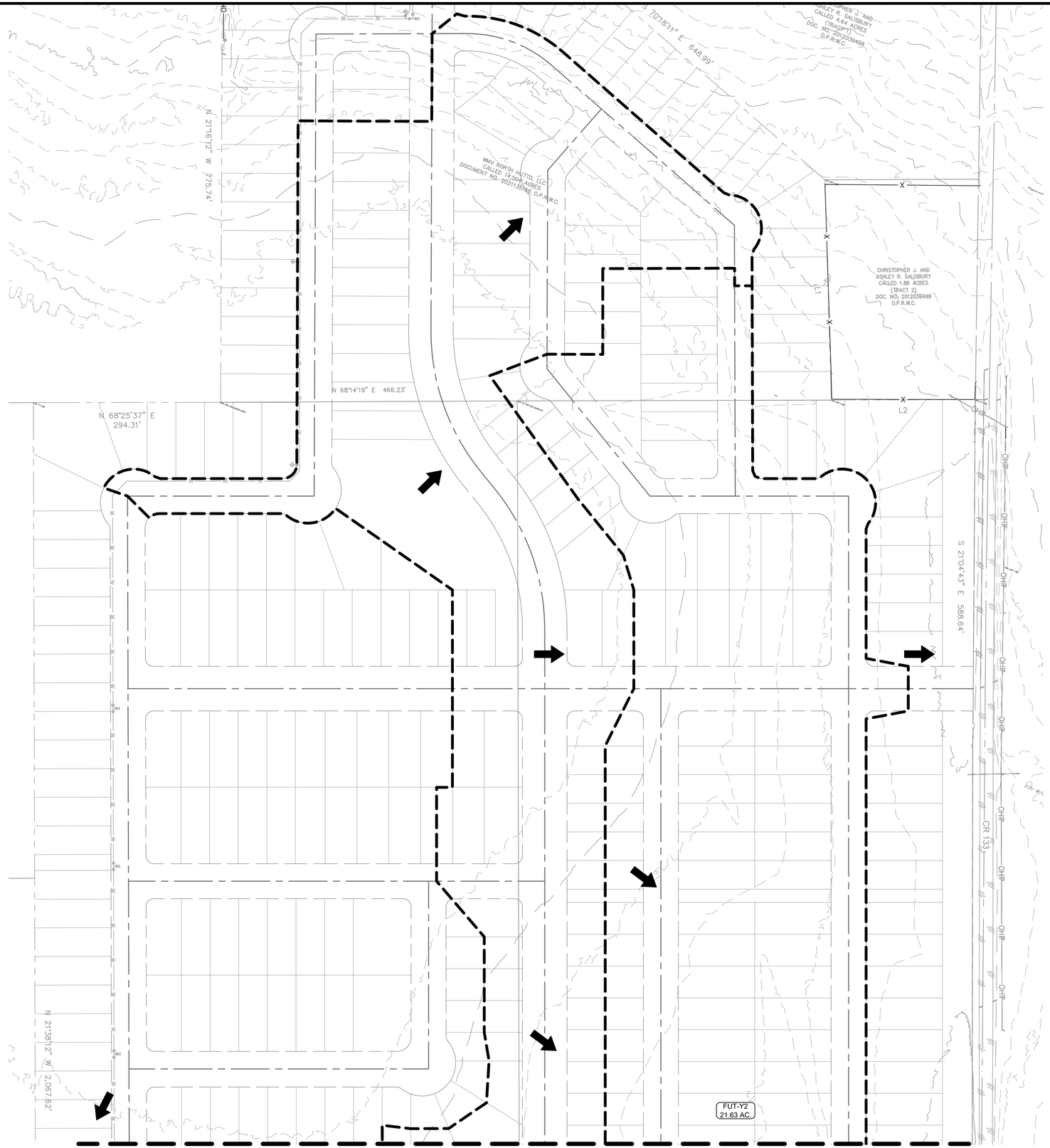
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 23 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-ROAD.DWG DATE: 11/18/2024 10:37:11 AM BY: JHADLEY



MATCHLINE - SEE SHEET 25

SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- PROPERTY BOUNDARY
- XXX EXISTING MAJOR CONTOUR
- XXX EXISTING MINOR CONTOUR
- XXX PROPOSED MAJOR CONTOUR
- XXX PROPOSED MINOR CONTOUR
- PROPOSED STORM SEWER LINE
- PROPOSED INLET
- SD EXISTING STORM SEWER LINE
- EXISTING INLET
- FLOW ARROW
- DRAINAGE AREA BOUNDARY
- XX / XX.XX AC DRAINAGE AREA LABEL

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NO.	BY	DATE	REVISION DESCRIPTION
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LIDELL WALKER PHASE 3

OVERALL DRAINAGE AREA MAP (1 OF 3)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

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NOTICE:
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STATE OF TEXAS
AUSTIN R. SEIFERT
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PROFESSIONAL ENGINEER
11/18/2024

SHEET 24 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CADD\SHEETS\11762-C-DAM.DWG DATE: 11/18/2024 10:38:01 AM BY: JHADLEY

MATCHLINE - SEE SHEET 24

S 21°25'30" E 1746.65'

FUT-P
26.65 AC.

FUTURE PHASE OF LIDELL
WALKER SUBDIVISION

WMV NORTH HUTTO, LLC
CALLED 76.372 ACRES
DOCUMENT NO. 2021138144 O.P.R.W.C.

AMENITY CENTER

FUT-W
1.96 AC.

MAIN HIPPO DRIVE

M.2
0.82 AC.

PH-2-H.11
0.74 AC.

M.4
0.85 AC.

P.13
1.22 AC.

UNIVERSAL DRIVE (N)

PH-2-H.9
1.06 AC.

N.0
0.37 AC.

LUCERNE ROAD

SEABRIGHT AVENUE

P.12
0.91 AC.

P.11
0.64 AC.

N.1
0.72 AC.

N.2
0.30 AC.

FUTURE PHASE OF LIDELL
WALKER SUBDIVISION

FUT-V
1.85 AC.

LIDELL WALKER
PHASE 2

MATCHLINE - SEE SHEET 26

SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- PROPERTY BOUNDARY
- XXX EXISTING MAJOR CONTOUR
- XXX EXISTING MINOR CONTOUR
- XXX PROPOSED MAJOR CONTOUR
- XXX PROPOSED MINOR CONTOUR
- PROPOSED STORM SEWER LINE
- PROPOSED INLET
- SD EXISTING STORM SEWER LINE
- EXISTING INLET
- FLOW ARROW
- DRAINAGE AREA BOUNDARY
- XX / XX.XX AC DRAINAGE AREA LABEL

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LIDELL WALKER PHASE 3

OVERALL DRAINAGE
AREA MAP (2 OF 3)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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11/18/2024

SHEET 25 OF 89

H:\PROJECTS\1725 - ORBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DAM.DWG, DATE: 11/18/2024 10:38:16 AM, BY: JHADLEY

MATCHLINE - SEE SHEET 25

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED STORM SEWER LINE
- PROPOSED INLET
- EXISTING STORM SEWER LINE
- EXISTING INLET
- FLOW ARROW
- DRAINAGE AREA BOUNDARY
- XX / XX.XX AC — DRAINAGE AREA LABEL

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NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL DRAINAGE AREA MAP (3 OF 3)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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STATE OF TEXAS
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11/18/2024

SHEET 26 OF 89

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Land Use Table

Drainage Area	Area (Acre)	Area (ft²)	Misc. IC (ft²)	Length of Street (ft)						Knuckle		Cul-de-sac		Impervious Area of Street (ft²)	Length of Street Sidewalk				Impervious Area of Sidewalk (ft²)	Number of Lots				Impervious Area of Lots (ft²)	Total Impervious Area (ft²)	Total Pervious Area (ft²)	Pervious Type	Impervious (%)	Pervious (%)	Runoff Coefficents			
				Width of 55' ROW Street (ft)	31	Width of 70' ROW Street (ft)	45	Width of 120' ROW Street (ft)	67	IC (ft²)	6612	IC (ft²)	10099		Sidewalk Width (ft)	5	Sidewalk Width (ft)	6		Lot Size:	45	Lot Size:	50										
																				IC per Lot (ft²)	2662	IC per Lot (ft²)	3037									
DA-B.0	1.06	46,174	0	189		0		0		0		0		2,930	189		0		945	7.25		0		19,300	23,174	23,000	Good Grass (0-2%)	50.19%	49.81%	0.48	0.54	0.61	0.69
DA-B.1	0.51	22,216	0	158		0		0		0.33		0		4,650	158		0		789	2.75		0		7,321	12,759	9,456	Good Grass (0-2%)	57.43%	42.57%	0.51	0.58	0.64	0.73
DA-B.2.0	0.21	9,148	0	328		0		0		0		0		5,089	328		0		1,642	0.00		0		0	6,730	2,417	Good Grass (0-2%)	73.57%	26.43%	0.60	0.67	0.73	0.81
DA-B.2.1	0.28	12,197	0	252		0		0		0.67		0		8,314	252		0		1,260	0.00		0		0	9,574	2,623	Good Grass (0-2%)	78.50%	21.50%	0.63	0.70	0.76	0.84
DA-B.3.0	0.83	36,155	0	135		0		0		0		0		2,093	135		0		675	6.00		0		15,972	18,740	17,415	Good Grass (0-2%)	51.83%	48.17%	0.48	0.55	0.61	0.70
DA-B.3.1	0.80	34,848	0	135		0		0		0		0		2,093	135		0		675	5.75		0		15,307	18,074	16,774	Good Grass (0-2%)	51.87%	48.13%	0.48	0.55	0.61	0.70
DA-I.0	0.82	35,719	0	405		0		0		0		0		6,278	405		0		2,025	0.00		2.75		8,352	16,654	19,065	Good Grass (0-2%)	46.63%	53.37%	0.46	0.52	0.59	0.67
DA-I.1.0	0.60	26,136	0	383		0		0		0		0		5,937	383		0		1,915	1.50		0.75		6,271	14,122	12,014	Good Grass (0-2%)	54.03%	45.97%	0.50	0.56	0.63	0.71
DA-I.1.1	0.48	20,909	0	288		0		0		0		0		4,456	288		0		1,438	2.25		0		5,990	11,883	9,026	Good Grass (0-2%)	56.83%	43.17%	0.51	0.57	0.64	0.72
DA-I.2.0	0.83	36,155	0	135		0		0		0		0		2,093	135		0		675	6.00		0		15,972	18,740	17,415	Good Grass (0-2%)	51.83%	48.17%	0.48	0.55	0.61	0.70
DA-I.2.1	1.11	48,352	0	383		0		0		0		0		5,937	383		0		1,915	2.75		3.25		17,191	25,042	23,309	Good Grass (0-2%)	51.79%	48.21%	0.48	0.55	0.61	0.69
DA-I.3	1.27	55,321	0	130		0		0		0		0		2,015	130		0		650	5.00		2		19,384	22,049	33,272	Good Grass (0-2%)	39.86%	60.14%	0.42	0.48	0.55	0.63
DA-J.0	0.68	29,621	0	45		0		0		0.33		0		2,894	45		0		223	2.75		1.5		11,876	14,992	14,629	Good Grass (0-2%)	50.61%	49.39%	0.48	0.54	0.61	0.69
DA-J.1	0.22	9,583	0	315		0		0		0.17		0		5,977	315		0		1,573	0.00		0		0	7,549	2,034	Good Grass (0-2%)	78.78%	21.22%	0.63	0.70	0.76	0.84
DA-J.2	0.64	27,878	0	135		0		0		0		0		2,093	135		0		675	4.50		0		11,979	14,747	13,132	Good Grass (0-2%)	52.90%	47.10%	0.49	0.55	0.62	0.70
DA-J.3	0.63	27,443	0	135		0		0		0		0		2,093	135		0		675	3.00		1.25		11,782	14,550	12,893	Good Grass (0-2%)	53.02%	46.98%	0.49	0.55	0.62	0.70
DA-K.0	0.68	29,621	0	200		0		0		0		0		3,100	200		0		1,000	0.00		4		12,148	16,248	13,373	Good Grass (0-2%)	54.85%	45.15%	0.50	0.56	0.63	0.71
DA-K.1	0.78	33,977	0	387		0		0		0		0		5,999	387		0		1,935	1.50		2.5		11,586	19,519	14,458	Good Grass (0-2%)	57.45%	42.55%	0.51	0.58	0.64	0.73
DA-K.2	0.63	27,443	0	187		0		0		0		0		2,903	187		0		937	3.00		1		11,023	14,863	12,580	Good Grass (0-2%)	54.16%	45.84%	0.50	0.56	0.63	0.71
DA-L.0	0.60	26,136	0	184		0		0		0		0		2,844	184		0		918	0.00		3.5		10,630	14,391	11,745	Good Grass (0-2%)	55.06%	44.94%	0.50	0.56	0.63	0.71
DA-L.1	0.63	27,443	0	187		0		0		0		0		2,903	187		0		936	3.00		1		11,023	14,862	12,580	Good Grass (0-2%)	54.16%	45.84%	0.50	0.56	0.63	0.71
DA-L.2	1.02	44,431	0	477		0		0		0		0		7,387	477		0		2,383	0.50		3.75		12,720	22,490	21,941	Good Grass (0-2%)	50.62%	49.38%	0.48	0.54	0.61	0.69
DA-M.2	0.82	35,719	0	0		0		288		0		0		9,648	288		0		1,440	0.00		3		9,111	20,199	15,520	Good Grass (0-2%)	56.55%	43.45%	0.51	0.57	0.64	0.72
DA-M.4	0.85	37,026	0	0		0		322		0		0		10,787	322		0		1,610	0.00		3		9,111	21,508	15,518	Good Grass (0-2%)	58.09%	41.91%	0.52	0.58	0.65	0.73
DA-N.0	0.37	16,117	0	182		0		0		0		0		2,821	182		0		910	0.00		1.75		5,315	9,046	7,071	Good Grass (0-2%)	56.12%	43.88%	0.51	0.57	0.64	0.72
DA-N.1	0.72	31,363	0	416		0		0		0		0		6,448	416		0		2,080	0.00		1.75		5,315	13,843	17,520	Good Grass (0-2%)	44.14%	55.86%	0.44	0.50	0.57	0.65
DA-N.2	0.30	13,068	0	243		0		0		0		0		3,759	243		0		1,213	0.50		0		1,331	6,302	6,766	Good Grass (0-2%)	48.23%	51.77%	0.47	0.52	0.60	0.68
DA-P.1	0.58	25,265	0	597		0		0		0		0		9,254	597		0		2,985	0.00		0.75		2,278	14,516	10,749	Good Grass (0-2%)	57.46%	42.54%	0.51	0.58	0.64	0.73
DA-P.2	0.26	11,326	0	226		0		0		0		0		3,506	226		0		1,131	0.00		0.75		2,278	6,915	4,411	Good Grass (0-2%)	61.06%	38.94%	0.53	0.60	0.66	0.75
DA-P.3	0.29	12,632	0	199		0		0		0.50		0		6,391	199		0		995	0.00		0.25		759	8,145	4,488	Good Grass (0-2%)	64.48%	35.52%	0.55	0.62	0.68	0.76
DA-P.4	1.11	48,352	0	135		0		0		1.00		0		8,705	135		0		675	3.00		2.25		14,819	24,199	24,153	Good Grass (0-2%)	50.05%	49.95%	0.48	0.54	0.61	0.69
DA-P.5	0.54	23,522	0	0		230		0		0		0		5,175	230		0		1,150	1.00		1		5,699	12,024	11,498	Good Grass (0-2%)	51.12%	48.88%	0.48	0.54	0.61	0.69
DA-P.6	0.84	36,590	0	196		275		0		0		0		9,226	471		0		2,355	0.00		3.25		9,870	21,451	15,140	Good Grass (0-2%)	58.62%	41.38%	0.52	0.58	0.65	0.73
DA-P.7	0.83	36,155	0	166		245		0		0		0		8,086	411		0		2,055	3.75		0		9,983	20,123	16,032	Good Grass (0-2%)	55.66%	44.34%	0.50	0.57	0.63	0.72
DA-P.8	0.96	41,818	0	300		324		0		0		0		11,940	624		0		3,120	4.25		0		11,314	26,374	15,444	Good Grass (0-2%)	63.07%	36.93%	0.54	0.61	0.67	0.76
DA-P.9	0.89	38,768	0	230		151		0		0		0		6,963	381		0		1,905	0		3.75		11,389	20,256	18,512	Good Grass (0-2%)	52.25%	47.75%	0.49	0.55	0.62	0.70
DA-P.10	0.28	12,197	0	0		167		0		0		0		3,758	167		0		835	0.00		1		3,037	7,630	4,567	Good Grass (0-2%)	62.55%	37.45%	0.54	0.61	0.67	0.75
DA-P.11	0.64	27,878	0	184		175		0		0		0		6,790	359		0		1,795	1		1.5		7,218	15,802	12,076	Good Grass (0-2%)	56.68%	43.32%	0.51	0.57	0.64	0.72
DA-P.12	0.91	39,640	0	242		272		0		0		0		9,871	514		0		2,570	0		3		9,111	21,552	18,088	Good Grass (0-2%)	54.37%	45.63%	0.50	0.56	0.63	0.71
DA-P.13	1.22	53,143	0	0		122		604		0		0		22,962	726		0		3,628	0		0.5		1,519	28,108	25,035	Good Grass (0-2%)	52.89%	47.11%	0.49	0.55	0.62	0.70
DA-Q.0	0.82	35,719	0	178		0		0		0		0		2,753	178		0		888	0.5		4.5		14,998	18,638	17,081	Good Grass (0-2%)	52.18%	47.82%	0.49	0.55	0.62	0.70
DA-Q.1	0.25	10,890	0	389		0		0		0		0		6,030	389		0		1,945	0		0		0	7,975	2,916	Good Grass (0-2%)	73.23%	26.77%	0.60	0.67	0.73	0.81
DA-R.0	0.54	23,522	0	122		0		0		0		0		1,889	122		0		610	0		2.5		7,593	10,091	13,431	Good Grass (0-2%)	42.90%	57.10%	0.44	0.49	0.57	0.65
DA-R.1	0.73	31,799	0	190		0		0		0		0		2,945	190		0		950	0		2.75		8,352	12,247	19,552	Good Grass (0-2%)	38.51%	61.49%	0.41	0.47	0.54	0.62
DA-X.0.0	0.53	23,087	0	112		0		0		0		0		1,739	112		0		561	1.25		2		9,402	11,702	11,385	Good Grass (0-2%)	50.69%	49.31%	0.48	0.54	0.61	0.69
DA-X.0.1	0.79	34,412	0	134		0		0		0		0		2,077	134		0		670	1.75		3.25		14,529	17,276	17,137	Good Grass (0-2%)	50.20%	49.80%	0.48	0.54	0.61	0.69
DA-X.1	1.14	49,658	0	355		0		0		0		0		5,503	355		0		1,775	0		6		18,222	25,500	24,159	Good Grass (0-2%)	51.35%	48.65%	0.48	0.54	0.61	0.69
DA-X.2.0	0.07	3,049	0	112		0		0		0		0		1,739	112		0		561	0		0		0	2,300	749	Good Grass (0-2%)	75.43%	24.57%	0.61	0.68	0.74	0.82
DA-X.2.1	0.26	11,326	0	412		0		0		0		0		6,378	412		0		2,058	0		0		0	8,436	2,890	Good Grass (0-2%)	74.48%	25.52%	0.60	0.67	0.73	0.82
DA-Y.1	0.65	28,314	0	100		0		0		0		0		1,550	100		0		500	2.5		2		12,729	14,779	13,535	Good Grass (0-2%)	52.20%	47.80%	0.49	0.55	0.62	0.70
DA-Y.2	0.57	24,829	0	93		0		0		0		0		1,442	93		0		465	3		1		11,023	12,930	11,900	Good Grass (0-2%)	52.07%	47.93%	0.49	0.55	0.62	0.70
DA-Y.3.0	0.19	8,276	0	302		0		0		0		0		4,681	302		0		1,510	0		0		0	6,191	2,085	Good Grass (0-2%)	74.80%	25.20%	0.61	0.68	0.74	0.82
DA-Y.3.1	0.14	6,098	0	215		0		0		0		0		3,333	215		0		1,075	0		0		0	4,408	1,691	Good Grass (0-2%)	72.27%	27.73%	0.59	0.66	0.72	0.81
DA-Y.4.0	0.77	33,541	0	475		0		0		0		0		7,363	475		0		2,375	3.25		0		8,652	18,389	15,152	Good Grass (0-2%)	54.83%	45.17%	0.50	0.56	0.63	0.71
DA-Y.4.1	0.97	42,253	0	390		0		0		0		0		6,045	390		0		1,950	5.25		0		13,976	21,971	20,283	Good Grass (0-2%)	52.00%	48.00%	0.49	0.55	0.62	0.70
DA-Z.1	0.79	34,412	0	225		0		0		0		0		3,488	225		0		1,125	5.25		0		13,976	18,588	15,824	Good Grass (0-2%)	54.02%	45.98%	0.50	0.56	0.63	0.71
DA-Z.2	0.77	33,541	0	570		0		0		0		0		8,835	570		0		2,850	0.5		1.5		5,887	17,572	15,970	Good Grass (0-2%)	52.39%	47.61%	0.49	0.55	0.62	0.70
DA-Z.3	1.02	44,431	0	195		255		0		0		0		8,760	450		0		2,250	0		4.75		14,426	25,436	18,995	Good Grass (0-2%)	57.25%	42.75%	0.51	0.58	0.64	0.72
DA-AA.0.0	0.70	30,492	0	0		484		0		0		0		10,890	484		0		2,420	0.75		0		1,997	15,307	15,186	Good Grass (0-2%)	50.20%	49.80%	0.48	0.54	0.61	0.69
DA-AA.0.1	0.92	40,075	0	215		299		0		0		0		10,060	514		0		2,570	3.5		0		9,317	21,947	18,128	Good Grass (0-2%)	54.76%	45.24%	0.50	0.56	0.63	0.71
DA-AA.1.0	0.31	13,504	0	0		255		0		0		0		5,729	255		0		1,273	0.25		0		666	7,667	5,837	Good Grass (0-2%)	56.78%	43.22%	0.51	0.57	0.64	0.72
DA-AA.1.1	0.21	9,148	0	0		152		0		0		0		3,420	152		0		760	0		0		0	4,180	4,968	Good Grass (0-2%)	45.70%	54.30%	0.45	0.51	0.58	0.66
DA-FUT-P	25.20	1,097,712	14032.9	5770		6988		0		4		1		283,212	12,758		0		63,790	43		47.5		258,724	619,758	477,954	Good Grass (0-2%)	56.46%	43.54%	0.51	0.57	0.64	0.72
DA-FUT-S	1.85	80,586	0	363		0		0		0		1		15,732	363		0		1,817	9.50		0		25,289	42,838	37,748	Good Grass (0-2%)	53.16%	46.84%	0.49	0.55	0.62	0.70
DA-FUT-T	0.52	22,651	0	93		0		0		0		0		1,434	93		0		463	3.75		0		9,983	11,879	10,772	Good Grass (0-2%)	52.44%	47.56%	0.49	0.55	0.62	0.70
DA-FUT-U	0.53	23,087	0	107		0		0		0		0		1,651	107		0		533	3.75		0		9,983	12,166	10,921	Good Grass (0-2%)	52.70%	47.30%	0.49	0.55	0.62	0.70
DA-FUT-V	1.48	64,469	0	643		0		0		0		0		9,959	643		0		3,213	0		9.00		27,333	40,504	23,965	Good Grass (0-2%)	62.83%	37.17%	0.54	0.61	0.67	0.76
DA-FUT-W	1.96	85,378	34844	195		0		615		0		0		23,632	810		0		4,051	2.75		3.75		18,709	81,236	4,141	Good Grass (0-2%)	95.15%	4.85%	0.71	0.79	0.84	0.93
DA-FUT-Y-N	21.66	943,510	0	8783		1464		0		3		0		188,913	10,247		0		51,235	52.5		50.5		293,124	533,271	410,239	Good Grass (0-2%)	56.52%	43.48%	0.51	0.57	0.64	0.72
DA-FUT-Y-S	4.85	211,266	0	3071		433		90		0		0		60,360	3,594		0		17,971	11.75		5.50		47,982	126,312	84,954	Good Grass (0-2%)	59.79%	40.21%	0.53	0.59	0.66	0.74
DA-FUT-Z	7.26	316,246	0	2173		0		0		0		0		33,678	2,173		0		10,864	33.75		10.00		120,213	164,755	151,491	Good Grass (0-2%)	52.10%	47.90%	0.49	0.55	0.62	0.70
DA-PH-2-H.1	0.90	39,204	0	524		0		0		0		0		8,118	524		0		2,619	4		0		10,648	21,385	17,819	Good Grass (0-2%)	54.55%	45.45%	0.50	0.56	0.63	0.71
DA-PH-2-H.4	0.76	33,106	0	472		0		0		0		0		7,316	472		0		2,360	3.25		0		8,652	18,328	14,778	Good Grass (0-2%)	55.36%	44.64%	0.50	0.57	0.63	0.71
DA-PH-2-H.6	1.07	46,609	0	485		0		0		0		0		7,524	485		0		2,427	5.5		0		14,641	24,592	22,018	Good Grass (0-2%)	52.76%	47.24%	0.49	0.55	0.62	0.70
DA-PH-2-H.8	0.77	33,541	0	135		0		0		0		0		2,093	135		0		675	6		0		15,972	18,740	14,802	Good Grass (0-2%)	55.87%	44.13%	0.51	0.57	0.64	0.72
DA-PH-2-H.9	1.06	46,174	0	512		0		0		0		0		7,941	512		0		2,562	4.25		0		11,314	21,816	24,358	Good Grass (0-2%)	47.25%	52.75%	0.46	0.52	0.59	0.67
DA-PH-2-H.11	0.74	32,234	0	373		0		0		0		0		5,782	373		0		1,865	0		3.5		10,630	18,276	13,958	Good Grass (0-2%)	56.70%	43.30%	0.51	0.57	0.64	0.72
DA-INT-AA.0.0	1.58	68,825	0	0		462		0		0		0		10,395	462		0		2,310	0		0		0	12,705	56,120	Poor Grass (0-2%)	18.46%	81.54%	0.40	0.45	0.49	0.56
DA-INT-AA.0.1	0.75	32,670	0	0		196		0		0		0		4,410	196		0		980	0		0		0	5,390	27,280	Poor Grass (0-2%)	16.50%	83.50%	0.39	0.44	0.48	0.55
DA-INT-Z	10.49	456,944	0	0		0		0		0		0		0	0		0		0	0		0		0		456,944	Poor Grass (0-2%)	0.00%	100.00%	0.32	0.37	0.40	0.47

8834 N. Capital of Texas Hwy.
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TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

DRAINAGE CALC (1 OF 3)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 27 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DAM.DWG DATE: 11/18/2024 10:38:38 AM BY: JHADLEY

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DAM.DWG DATE: 11/18/2024 10:38:40 AM BY: JHADLEY

Peak Flow Table

Drainage Area	Inlet	Inlet Type	Area (Acre)	Impervious (%)	Pervious(%)	Time of Concentration (min.)	2 Year			10 Year			25 Year			100 Year		
							C	I (in/hr)	Q (ft³/s)	C	I (in/hr)	Q (ft³/s)	C	I (in/hr)	Q (ft³/s)	C	I (in/hr)	Q (ft³/s)
DA-B.0	B.0	Grade Inlet	1.06	50.19%	49.81%	7.58	0.48	5.49	2.77	0.54	8.06	4.58	0.61	9.76	6.27	0.69	12.56	9.13
DA-B.1	B.1	Grade Inlet	0.51	57.43%	42.57%	6.16	0.51	5.87	1.54	0.58	8.62	2.54	0.64	10.46	3.44	0.73	13.46	4.98
DA-B.2.0	B.2	Sump Inlet	0.21	73.57%	26.43%	5.00	0.60	6.24	0.79	0.67	9.17	1.29	0.73	11.14	1.71	0.81	14.32	2.45
DA-B.2.1	B.2	Sump Inlet	0.28	78.50%	21.50%	5.00	0.63	6.24	1.09	0.70	9.17	1.79	0.76	11.14	2.36	0.84	14.32	3.38
DA-B.3.0	B.3	Sump Inlet	0.83	51.83%	48.17%	7.73	0.48	5.45	2.19	0.55	8.00	3.62	0.61	9.69	4.95	0.70	12.47	7.19
DA-B.3.1	B.3	Sump Inlet	0.80	51.87%	48.13%	7.14	0.48	5.60	2.17	0.55	8.22	3.59	0.61	9.97	4.90	0.70	12.82	7.13
DA-I.0	I.0	Grade Inlet	0.82	46.63%	53.37%	6.82	0.46	5.69	2.13	0.52	8.35	3.53	0.59	10.12	4.87	0.67	13.02	7.12
DA-I.1.0	I.1	Sump Inlet	0.60	54.03%	45.97%	7.09	0.50	5.62	1.67	0.56	8.24	2.76	0.63	9.99	3.75	0.71	12.85	5.45
DA-I.1.1	I.1	Sump Inlet	0.48	56.83%	43.17%	8.09	0.51	5.37	1.32	0.57	7.87	2.17	0.64	9.53	2.93	0.72	12.27	4.25
DA-I.2.0	I.2	Sump Inlet	0.83	51.83%	48.17%	6.77	0.48	5.70	2.29	0.55	8.37	3.79	0.61	10.14	5.18	0.70	13.05	7.53
DA-I.2.1	I.2	Sump Inlet	1.11	51.79%	48.21%	9.47	0.48	5.06	2.72	0.55	7.42	4.49	0.61	8.98	6.12	0.69	11.54	8.90
DA-I.3	I.3	Grade Inlet	1.27	39.86%	60.14%	7.91	0.42	5.41	2.89	0.48	7.94	4.81	0.55	9.61	6.73	0.63	12.37	9.88
DA-J.0	J.0	Grade Inlet	0.68	50.61%	49.39%	7.73	0.48	5.45	1.77	0.54	8.00	2.93	0.61	9.69	4.01	0.69	12.47	5.84
DA-J.1	J.1	Grade Inlet	0.22	78.78%	21.22%	5.00	0.63	6.24	0.86	0.70	9.17	1.41	0.76	11.14	1.86	0.84	14.32	2.66
DA-J.2	J.2	Grade Inlet	0.64	52.90%	47.10%	6.66	0.49	5.73	1.80	0.55	8.41	2.97	0.62	10.20	4.05	0.70	13.12	5.89
DA-J.3	J.3	Grade Inlet	0.63	53.02%	46.98%	6.99	0.49	5.64	1.74	0.55	8.28	2.88	0.62	10.04	3.93	0.70	12.91	5.71
DA-K.0	K.0	Grade Inlet	0.68	54.85%	45.15%	7.00	0.50	5.64	1.92	0.56	8.27	3.17	0.63	10.03	4.30	0.71	12.91	6.25
DA-K.1	K.1	Grade Inlet	0.78	57.45%	42.55%	8.55	0.51	5.26	2.11	0.58	7.71	3.47	0.64	9.34	4.69	0.73	12.01	6.80
DA-K.2	K.2	Grade Inlet	0.63	54.16%	45.84%	7.38	0.50	5.54	1.73	0.56	8.13	2.86	0.63	9.85	3.89	0.71	12.68	5.65
DA-L.0	L.0	Grade Inlet	0.60	55.06%	44.94%	7.22	0.50	5.58	1.68	0.56	8.19	2.77	0.63	9.93	3.76	0.71	12.77	5.46
DA-L.1	L.1	Grade Inlet	0.63	54.16%	45.84%	7.34	0.50	5.55	1.74	0.56	8.14	2.87	0.63	9.87	3.90	0.71	12.70	5.66
DA-L.2	L.2	Grade Inlet	1.02	50.62%	49.38%	8.68	0.48	5.23	2.55	0.54	7.67	4.21	0.61	9.28	5.76	0.69	11.94	8.39
DA-M.2	M.2	Grade Inlet	0.82	56.55%	43.45%	8.22	0.51	5.33	2.23	0.57	7.82	3.67	0.64	9.48	4.97	0.72	12.19	7.21
DA-M.4	M.4	Grade Inlet	0.85	58.09%	41.91%	8.19	0.52	5.34	2.35	0.58	7.84	3.87	0.65	9.49	5.23	0.73	12.21	7.57
DA-N.0	N.0	Grade Inlet	0.37	56.12%	43.88%	7.35	0.51	5.55	1.04	0.57	8.14	1.72	0.64	9.86	2.33	0.72	12.69	3.37
DA-N.1	N.1	Grade Inlet	0.72	44.14%	55.86%	9.29	0.44	5.10	1.63	0.50	7.47	2.70	0.57	9.04	3.74	0.65	11.63	5.47
DA-N.2	N.2	Grade Inlet	0.30	48.23%	51.77%	7.54	0.47	5.50	0.77	0.52	8.07	1.27	0.60	9.78	1.75	0.68	12.58	2.55
DA-P.1	P.1	Grade Inlet	0.58	57.46%	42.54%	5.00	0.51	6.24	1.86	0.58	9.17	3.07	0.64	11.14	4.16	0.73	14.32	6.03
DA-P.2	P.2	Grade Inlet	0.26	61.06%	38.94%	5.00	0.53	6.24	0.87	0.60	9.17	1.43	0.66	11.14	1.92	0.75	14.32	2.78
DA-P.3	P.3	Grade Inlet	0.29	64.48%	35.52%	5.00	0.55	6.24	1.00	0.62	9.17	1.64	0.68	11.14	2.20	0.76	14.32	3.18
DA-P.4	P.4	Grade Inlet	1.11	50.05%	49.95%	7.10	0.48	5.61	2.96	0.54	8.24	4.89	0.61	9.99	6.71	0.69	12.85	9.77
DA-P.5	P.5	Grade Inlet	0.54	51.12%	48.88%	8.70	0.48	5.23	1.36	0.54	7.67	2.24	0.61	9.28	3.06	0.69	11.94	4.45
DA-P.6	P.6	Grade Inlet	0.84	58.62%	41.38%	6.69	0.52	5.72	2.50	0.58	8.40	4.12	0.65	10.18	5.57	0.73	13.10	8.06
DA-P.7	P.7	Grade Inlet	0.83	55.66%	44.34%	8.78	0.50	5.21	2.18	0.57	7.64	3.60	0.63	9.24	4.87	0.72	11.89	7.07
DA-P.8	P.8	Grade Inlet	0.96	63.07%	36.93%	9.27	0.54	5.10	2.67	0.61	7.48	4.38	0.67	9.05	5.86	0.76	11.64	8.46
DA-P.9	P.9	Grade Inlet	0.89	52.25%	47.75%	6.75	0.49	5.70	2.47	0.55	8.37	4.08	0.62	10.15	5.58	0.70	13.07	8.11
DA-P.10	P.10	Grade Inlet	0.28	62.55%	37.45%	5.00	0.54	6.24	0.95	0.61	9.17	1.56	0.67	11.14	2.09	0.75	14.32	3.02
DA-P.11	P.11	Grade Inlet	0.64	56.68%	43.32%	8.15	0.51	5.35	1.75	0.57	7.85	2.88	0.64	9.51	3.90	0.72	12.23	5.65
DA-P.12	P.12	Grade Inlet	0.91	54.37%	45.63%	7.59	0.50	5.49	2.49	0.56	8.05	4.10	0.63	9.75	5.58	0.71	12.55	8.10
DA-P.13	P.13	Grade Inlet	1.22	52.89%	47.11%	11.62	0.49	4.67	2.79	0.55	6.83	4.59	0.62	8.25	6.24	0.70	10.60	9.06
DA-Q.0	Q.0	Grade Inlet	0.82	52.18%	47.82%	8.55	0.49	5.26	2.10	0.55	7.71	3.46	0.62	9.34	4.72	0.70	12.01	6.86
DA-Q.1	Q.1	Grade Inlet	0.25	73.23%	26.77%	5.00	0.60	6.24	0.93	0.67	9.17	1.53	0.73	11.14	2.03	0.81	14.32	2.91
DA-R.0	R.0	Grade Inlet	0.54	42.90%	57.10%	7.25	0.44	5.57	1.32	0.49	8.18	2.18	0.57	9.91	3.04	0.65	12.75	4.45
DA-R.1	R.1	Grade Inlet	0.73	38.51%	61.49%	5.81	0.41	5.98	1.81	0.47	8.78	3.01	0.54	10.65	4.23	0.62	13.71	6.22
DA-X.0.0	X.0	Sump Inlet	0.53	50.69%	49.31%	7.39	0.48	5.54	1.40	0.54	8.12	2.32	0.61	9.84	3.18	0.69	12.67	4.62
DA-X.0.1	X.0	Sump Inlet	0.79	50.20%	49.80%	7.41	0.48	5.53	2.08	0.54	8.12	3.44	0.61	9.84	4.71	0.69	12.66	6.86
DA-X.1	X.1	Grade Inlet	1.14	51.35%	48.65%	9.25	0.48	5.11	2.81	0.54	7.49	4.63	0.61	9.06	6.32	0.69	11.65	9.20
DA-X.2.0	X.2	Sump Inlet	0.07	75.43%	24.57%	5.00	0.61	6.24	0.27	0.68	9.17	0.44	0.74	11.14	0.58	0.82	14.32	0.83
DA-X.2.1	X.2	Sump Inlet	0.26	74.48%	25.52%	5.00	0.60	6.24	0.98	0.67	9.17	1.61	0.73	11.14	2.13	0.82	14.32	3.05
DA-Y.1	Y.1	Grade Inlet	0.65	52.20%	47.80%	6.53	0.49	5.77	1.82	0.55	8.47	3.01	0.62	10.27	4.12	0.70	13.21	5.99
DA-Y.2	Y.2	Grade Inlet	0.57	52.07%	47.93%	7.10	0.49	5.61	1.55	0.55	8.23	2.57	0.62	9.98	3.50	0.70	12.84	5.10
DA-Y.3.0	Y.3	Sump Inlet	0.19	74.80%	25.20%	5.00	0.61	6.24	0.72	0.68	9.17	1.18	0.74	11.14	1.56	0.82	14.32	2.24
DA-Y.3.1	Y.3	Sump Inlet	0.14	72.27%	27.73%	5.00	0.59	6.24	0.52	0.66	9.17	0.85	0.72	11.14	1.13	0.81	14.32	1.62
DA-Y.4.0	Y.4	Sump Inlet	0.77	54.83%	45.17%	8.34	0.50	5.31	2.05	0.56	7.78	3.37	0.63	9.42	4.58	0.71	12.12	6.64
DA-Y.4.1	Y.4	Sump Inlet	0.97	52.00%	48.00%	7.73	0.49	5.45	2.57	0.55	8.00	4.24	0.62	9.69	5.79	0.70	12.47	8.42
DA-Z.1	Z.1	Grade Inlet	0.79	54.02%	45.98%	8.30	0.50	5.32	2.08	0.56	7.80	3.44	0.63	9.44	4.67	0.71	12.15	6.78
DA-Z.2	Z.2	Grade Inlet	0.77	52.39%	47.61%	7.76	0.49	5.44	2.04	0.55	7.99	3.37	0.62	9.68	4.60	0.70	12.45	6.69
DA-Z.3	Z.3	Grade Inlet	1.02	57.25%	42.75%	6.35	0.51	5.82	3.05	0.58	8.54	5.02	0.64	10.36	6.80	0.72	13.33	9.86
DA-AA.0.0	AA.0	Sump Inlet	0.70	50.20%	49.80%	5.51	0.48	6.07	2.02	0.54	8.92	3.35	0.61	10.83	4.59	0.69	13.93	6.69
DA-AA.0.1	AA.0	Sump Inlet	0.92	54.76%	45.24%	9.23	0.50	5.11	2.35	0.56	7.49	3.88	0.63	9.07	5.26	0.71	11.66	7.63
DA-AA.1.0	AA.1	Sump Inlet	0.31	56.78%	43.22%	5.00	0.51	6.24	0.99	0.57	9.17	1.63	0.64	11.14	2.21	0.72	14.32	3.21
DA-AA.1.1	AA.1	Sump Inlet	0.21	45.70%	54.30%	5.00	0.45	6.24	0.59	0.51	9.17	0.98	0.58	11.14	1.36	0.66	14.32	1.99
DA-FUT-P		Other	26.65	56.46%	43.54%	15.14	0.51	4.15	56.37	0.57	6.06	92.41	0.64	7.31	124.60	0.72	9.38	180.11
DA-FUT-S		Other	1.85	53.16%	46.84%	8.80	0.49	5.20	4.73	0.55	7.63	7.81	0.62	9.24	10.62	0.70	11.88	15.44
DA-FUT-T		Other	0.52	52.44%	47.56%	8.43	0.49	5.29	1.34	0.55	7.75	2.21	0.62	9.39	3.02	0.70	12.08	4.39
DA-FUT-U		Other	0.53	52.70%	47.30%	8.43	0.49	5.29	1.37	0.55	7.75	2.26	0.62	9.39	3.08	0.70	12.08	4.48
DA-FUT-V		Other	1.48	62.83%	37.17%	9.73	0.54	5.01	4.03	0.61	7.34	6.61	0.67	8.88	8.85	0.76	11.42	12.77
DA-FUT-W		Other	1.96	95.15%	4.85%	8.99	0.71	5.16	7.23	0.79	7.57	11.76	0.84	9.16	15.16	0.93	11.78	21.56
DA-FUT-Y-N		Other	21.66	56.52%	43.48%	17.55	0.51	3.87	42.76	0.57	5.65	69.99	0.64	6.80	94.27	0.72	8.71	136.05
DA-FUT-Y-S		Other	4.85	59.79%	40.21%	11.84	0.53	4.63	11.83	0.59	6.77	19.41	0.66	8.18	26.07	0.74	10.51	37.67
DA-FUT-Z		Other	7.26	52.10%	47.90%	9.37	0.49	5.08	17.94	0.55	7.45	29.59	0.62	9.01	40.32	0.70	11.59	58.63
DA-PH-2-H.1		Grade Inlet	0.90	54.55%	45.45%	9.55	0.50	5.05	2.27	0.56	7.40	3.73	0.63	8.95	5.07	0.71	11.51	7.35
DA-PH-2-H.4		Grade Inlet	0.76	55.36%	44.64%	8.79	0.50	5.21	1.99	0.57	7.64	3.28	0.63	9.24	4.45	0.71	11.89	6.46
DA-PH-2-H.6		Grade Inlet	1.07	52.76%	47.24%	8.76	0.49	5.21	2.73	0.55	7.64	4.50	0.62	9.25	6.13	0.70	11.90	8.92
DA-PH-2-H.8		Grade Inlet	0.77	55.87%	44.13%	7.26	0.51	5.57	2.17	0.57	8.18	3.58	0.64	9.91	4.85	0.72	12.75	7.04
DA-PH-2-H.9		Grade Inlet	1.06	47.25%	52.75%	6.56	0.46	5.76	2.81	0.52	8.45	4.65	0.59	10.25	6.42	0.67	13.19	9.37
DA-PH-2-H.11		Grade Inlet	0.74	56.70%	43.30%	9.73	0.51	5.01	1.89	0.57	7.34	3.11	0.64	8.88	4.21	0.72	11.42	6.10
DA-INT-AA.0.0		Sump Inlet	1.58	18.46%	81.54%	17.40	0.40	3.89	2.44	0.45	5.67	4.06	0.49	6.83	5.26	0.56	8.75	7.75
DA-INT-AA.0.1		Sump Inlet	0.75	16.50%	83.50%	14.63	0.39	4.22	1.23	0.44	6.16	2.05	0.48	7.43	2.66	0.55	9.54	3.94
DA-INT-Z		Other	10.49	0.00%	100.00%	22.23	0.32	3.44	11.55	0.37	5.00	19.41	0.40	6.02	25.26	0.47	7.68	37.88

25 Year Storm

Drainage Area	Inlet	Inlet Type	Upstream Inlet	Q_{area} (ft³/s)	Q_{add} (ft³/s)	Q_{inlet} (ft³/s)	Street Capacity: Street Width (ft)	Slope (%)	Crown Height (ft)	Gutter Depression (ft)	Water Depth (ft)	Ponded Width	Inlet on Grade: Qa/La	Length Needed (ft)	Length (ft)	L/Lneed	a/Y_0	Possible Q (ft³/s)	Q_{pass} (ft³/s)	Sump Inlet: Clogging Factor	Q (ft³/s)	Allowable head (ft)	Inlet Length (ft)	Calculated head (ft)
DA-B.0		Grade Inlet		6.27		6.27	30	0.88%	0.5	0.42	0.46	10.70	0.92	6.79	10	1	0.91	9.23	0.00					
DA-B.1		Grade Inlet		3.44		3.44	30	0.55%	0.5	0.42	0.41	8.52	0.87	3.97	10	1	1.02	8.66	0.00					
DA-B.2.0		Sump Inlet		1.71		1.71	30	1.13%	0.5	0.42	0.29	5.20	-	-	-	-	-	-	-	10%	4.06	0.5	10	0.28
DA-B.2.1		Sump Inlet		2.36		2.36	30	0.55%	0.5	0.42	0.36	7.04	-	-	-	-	-	-	-					
DA-B.3.0		Sump Inlet		4.95		4.95	30	1.13%	0.5	0.42	0.41	8.54	-	-	-	-	-	-	-	10%	9.85	0.5	15	0.39
DA-B.3.1		Sump Inlet		4.90		4.90	30	0.55%	0.5	0.42	0.46	10.61	-	-	-	-	-	-	-					
DA-I.0		Grade Inlet		4.87		4.87	30	1.12%	0.5	0.42	0.41	8.49	0.86	5.63	10	1	1.03	8.65	0.00					
DA-I.1.0		Sump Inlet		3.75		3.75	30	1.12%	0.5	0.42	0.37	7.42	-	-	-	-	-	-	-	10%	6.69	0.5	10	0.39
DA-I.1.1		Sump Inlet		2.93		2.93	30	0.60%	0.5	0.42	0.38	7.67	-	-	-	-	-	-	-					
DA-I.2.0		Sump Inlet		5.18		5.18	30	1.12%	0.5	0.42	0.41	8.78	-	-	-	-	-	-	-	10%	11.30	0.5	15	0.43
DA-I.2.1		Sump Inlet		6.12		6.12	30	0.60%	0.5	0.42	0.49	12.40	-	-	-	-	-	-	-					
DA-I.3		Grade Inlet		6.73		6.73	30	1.12%	0.5	0.42	0.45	10.32	0.91	7.35	10	1	0.92	9.15	0.00					
DA-J.0		Grade Inlet		4.01		4.01	30	0.60%	0.5	0.42	0.42	9.07	0.88	4.54	10	1	0.99	8.82	0.00					
DA-J.1		Grade Inlet		1.86		1.86	30	3.01%	0.5	0.42	0.25	4.41	0.70	2.64	10	1	1.66	7.03	0.00					
DA-J.2		Grade Inlet		4.05		4.05	30	3.01%	0.5	0.42	0.32	6.11	0.78	5.20	10	1	1.28	7.78	0.00					
DA-J.3		Grade Inlet		3.93		3.93	30	0.62%	0.5	0.42	0.42	8.87	0.88	4.48	10	1	1.00	8.77	0.00					
DA-K.0		Grade Inlet		4.30		4.30	30	0.60%	0.5	0.42	0.43	9.46	0.89	4.82	10	1	0.97	8.93	0.00					
DA-K.1		Grade Inlet		4.69		4.69	30	3.08%	0.5	0.42	0.34	6.49	0.79	5.91	10	1	1.23	7.94	0.00					
DA-K.2		Grade Inlet		3.89		3.89	30	3.08%	0.5	0.42	0.32	5.97	0.77	5.04	10	1	1.31	7.73	0.00					
DA-L.0		Grade Inlet		3.76		3.76	30	2.00%	0.5	0.42	0.34	6.48	0.79	4.74	10	1	1.23	7.93	0.00					
DA-L.1		Grade Inlet		3.90		3.90	30	0.61%	0.5	0.42	0.42	8.88	0.88	4.45	10	1	1.00	8.77	0.00					
DA-L.2		Grade Inlet		5.76		5.76	30	0.75%	0.5	0.42	0.46	10.66	0.92	6.24	10	1	0.91	9.22	0.00					
DA-M.2		Grade Inlet		4.97		4.97	66	0.60%	0.75	0.42	0.42	19.50	0.88	5.67	10	1	1.00	8.76	0.00					
DA-M.4		Grade Inlet		5.23		5.23	66	0.60%	0.75	0.42	0.42	20.14	0.88	5.91	10	1	0.98	8.85	0.00					
DA-N.0		Grade Inlet		2.33		2.33	30	0.63%	0.5	0.42	0.35	6.77	0.80	2.89	10	1	1.19	8.05	0.00					
DA-N.1		Grade Inlet		3.74		3.74	30	0.72%	0.5	0.42	0.40	8.29	0.86	4.35	10	1	1.04	8.59	0.00					
DA-N.2		Grade Inlet		1.75		1.75	30	0.72%	0.5	0.42	0.31	5.78	0.76	2.28	10	1	1.34	7.65	0.00					
DA-P.1		Grade Inlet		4.16		4.16	30	1.63%	0.5	0.42	0.36	7.12	0.82	5.09	10	1	1.15	8.18	0.00					
DA-P.2		Grade Inlet		1.92		1.92	30	1.63%	0.5	0.42	0.28	5.06	0.73	2.62	10	1	1.49	7.33	0.00					
DA-P.3		Grade Inlet		2.20		2.20	30	1.16%	0.5	0.42	0.31	5.76	0.76	2.88	10	1	1.34	7.64	0.00					
DA-P.4		Grade Inlet		6.71		6.71	30	1.16%	0.5	0.42	0.45	10.18	0.91	7.36	10	1	0.93	9.12	0.00					
DA-P.5		Grade Inlet		3.06		3.06	44	0.50%	0.5	0.42	0.38	11.03	0.83	3.68	10	1	1.11	8.32	0.00					
DA-P.6		Grade Inlet		5.57		5.57	44	0.50%	0.5	0.42	0.46	16.09	0.93	5.99	10	1	0.90	9.29	0.00					
DA-P.7		Grade Inlet		4.87		4.87	44	0.50%	0.5	0.42	0.44	14.55	0.91	5.38	10	1	0.94	9.05	0.00					
DA-P.8		Grade Inlet		5.86		5.86	44	0.50%	0.5	0.42	0.47	16.84	0.94	6.24	10	1	0.88	9.38	0.00					
DA-P.9		Grade Inlet		5.58		5.58	44	0.50%	0.5	0.42	0.46	16.11	0.93	6.00	10	1	0.90	9.29	0.00					
DA-P.10		Grade Inlet		2.09		2.09	44	0.50%	0.5	0.42	0.33	9.11	0.78	2.68	10	1	1.27	7.83	0.00					
DA-P.11		Grade Inlet		3.90		3.90	44	0.50%	0.5	0.42	0.41	12.61	0.87	4.49	10	1	1.02	8.68	0.00					
DA-P.12		Grade Inlet		5.58		5.58	44	0.50%	0.5	0.42	0.46	16.11	0.93	6.00	10	1	0.90	9.29	0.00					
DA-P.13		Grade Inlet		6.24		6.24	44	0.50%	0.5	0.42	0.48	17.96	0.95	6.57	10	1	0.86	9.50	0.00					
DA-Q.0		Grade Inlet		4.72		4.72	30	0.65%	0.5	0.42	0.44	9.77	0.90	5.24	10	1	0.95	9.02	0.00					
DA-Q.1		Grade Inlet		2.03		2.03	30	0.65%	0.5	0.42	0.33	6.31	0.79	2.58	10	1	1.25	7.87	0.00					
DA-R.0		Grade Inlet		3.04		3.04	30	0.73%	0.5	0.42	0.37	7.43	0.83	3.66	10	1	1.12	8.29	0.00					
DA-R.1		Grade Inlet		4.23		4.23	30	0.72%	0.5	0.42	0.42	8.88	0.88	4.83	10	1	1.00	8.77	0.00					
DA-X.0.0		Sump Inlet		3.18		3.18	30	1.00%	0.5	0.42	0.36	7.03	-	-	-	-	-	-	-	10%	7.89	0.5	10	0.44
DA-X.0.1		Sump Inlet		4.71		4.71	30	0.65%	0.5	0.42	0.44	9.76	-	-	-	-	-	-	-					
DA-X.1		Grade Inlet		6.32		6.32	30	0.63%	0.5	0.42	0.49	12.51	0.95	6.63	10	1	0.86	9.54	0.00					
DA-X.2.0		Sump Inlet		0.58		0.58	30	1.00%	0.5	0.42	0.20	3.47	-	-	-	-	-	-	-	10%	2.70	0.5	10	0.22
DA-X.2.1		Sump Inlet		2.13		2.13	30	0.65%	0.5	0.42	0.34	6.45	-	-	-	-	-	-	-					
DA-Y.1		Grade Inlet		4.12		4.12	30	0.65%	0.5	0.42	0.42	8.99	0.88	4.68	10	1	0.99	8.80	0.00					
DA-Y.2		Grade Inlet		3.50		3.50	30	0.65%	0.5	0.42	0.40	8.23	0.86	4.09	10	1	1.05	8.57	0.00					
DA-Y.3.0		Sump Inlet		1.56		1.56	30	0.60%	0.5	0.42	0.31	5.72	-	-	-	-	-	-	-	10%	2.69	0.5	10	0.21
DA-Y.3.1		Sump Inlet		1.13		1.13	30	1.67%	0.5	0.42	0.23	4.07	-	-	-	-	-	-	-					
DA-Y.4.0		Sump Inlet		4.58		4.58	30	0.60%	0.5	0.42	0.44	9.83	-	-	-	-	-	-	-	10%	10.36	0.5	15	0.40
DA-Y.4.1		Sump Inlet		5.79		5.79	30	1.67%	0.5	0.42	0.40	8.36	-	-	-	-	-	-	-					
DA-Z.1		Grade Inlet		4.67		4.67	30	1.58%	0.5	0.42	0.38	7.59	0.84	5.59	10	1	1.10	8.35	0.00					
DA-Z.2		Grade Inlet		4.60		4.60	30	1.58%	0.5	0.42	0.38	7.54	0.83	5.52	10	1	1.11	8.33	0.00					
DA-Z.3		Grade Inlet		6.80		6.80	30	1.58%	0.5	0.42	0.43	9.31	0.89	7.65	15	1	0.97	13.34	0.00					
DA-AA.0.0		Sump Inlet		4.59		4.59	44	0.50%	0.5	0.42	0.43	13.98	-	-	-	-	-	-	-	10%	9.85	0.5	15	0.39
DA-AA.0.1		Sump Inlet		5.26		5.26	44	0.50%	0.5	0.42	0.45	15.38	-	-	-	-	-	-	-					
DA-AA.1.0		Sump Inlet		2.21		2.21	44	0.50%	0.5	0.42	0.33	9.36	-	-	-	-	-	-	-	10%	3.57	0.5	10	0.26
DA-AA.1.1		Sump Inlet		1.36		1.36	44	0.50%	0.5	0.42	0.28	7.48	-	-	-	-	-	-	-					
DA-FUT-P		Other		124.60		124.60	-	-	-	-	-	-	-	-	-	-	-	-	-					
DA-FUT-S		Other		10.62		10.62	-	-	-	-	-	-	-	-	-	-	-	-	-					
DA-FUT-T		Other		3.02		3.02	-	-	-	-	-	-	-	-	-	-	-	-	-					
DA-FUT-U		Other		3.08		3.08	-	-	-	-	-	-	-	-	-	-	-	-	-					
DA-FUT-V		Other		8.85		8.85	-	-	-	-	-	-	-	-	-	-	-	-	-					
DA-FUT-W		Other		15.16		15.16	-	-	-	-	-	-	-	-	-	-	-	-	-					
DA-FUT-Y-N		Other		94.27		94.27	-	-	-	-	-	-	-	-	-	-	-	-	-					
DA-FUT-Y-S		Other		26.07		26.07	-	-	-	-	-	-	-	-	-	-	-	-	-					
DA-FUT-Z		Other		40.32		40.32	-	-	-	-	-	-	-	-	-	-	-	-	-					
DA-PH-2-H.1		Grade Inlet		5.07		5.07	30	0.74%	0.5	0.42	0.44	9.81	0.90	5.61	10	1	0.95	9.02	0.00					
DA-PH-2-H.4		Grade Inlet		4.45		4.45	30	0.74%	0.5	0.42	0.42	9.06	0.88	5.04	10	1	0.99	8.82	0.00					
DA-PH-2-H.6		Grade Inlet		6.13		6.13	30	0.60%	0.5	0.42	0.49	12.43	0.95	6.44	10	1	0.86	9.53	0.00					
DA-PH-2-H.8		Grade Inlet		4.85		4.85	30	0.60%	0.5	0.42	0.45	10.22	0.91	5.32	10	1	0.93	9.13	0.00					
DA-PH-2-H.9		Grade Inlet		6.42		6.42	30	0.60%	0.5	0.42	0.49	13.18	0.96	6.68	10	1	0.85	9.61	0.00					
DA-PH-2-H.11		Grade Inlet		4.21		4.21	30	0.65%	0.5	0.42	0.42	9.11	0.88	4.76	10	1	0.99	8.84	0.00					
DA-INT-AA.0.0		Sump Inlet		5.26		5.26	44	0.60%	0.5	0.42	0.44	14.39	-	-	-	-	-	-	-	10%	7.92	0.5	15	0.34
DA-INT-AA.0.1		Sump Inlet		2.66		2.66	44	0.60%	0.5	0.42	0.35	9.80	-	-	-	-	-	-	-					
DA-INT-Z		Other		25.26		25.26	-	-	-	-	-	-	-	-	-	-	-	-	-					

GRAY ENGINEERING
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TBPELS FIRM #2946

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

DRAINAGE CALC (2 OF 3)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 28 OF 89

100 Year Storm																										
								Street Capacity							Inlet on Grade							Sump Inlet				
Drainage Area	Inlet	Inlet Type	Upstream Inlet	Q_{area} (ft³/s)	Q_{cross} (ft³/s)	Q_{add} (ft³/s)	Q_{inlet} (ft³/s)	Street Width (ft)	Slope (%)	Crown Height (ft)	Gutter Depression (ft)	Water Depth (ft)	Ponded Width	Qa/La	Length Needed (ft)	Length (ft)	L/Lneed	a/Y_o	Possible Q (ft³/s)	Q_{pass} (ft³/s)	Clogging Factor	Q (ft³/s)	Allowable head (ft)	Inlet Length	Calculated head (ft)
DA-B.0	0	Grade Inlet	0	9.13	1.00		8.13	30	0.88%	0.5	0.42	0.50	14.93	0.97	8.39	10	1.00	0.83	9.69	0.00					
DA-B.1	0	Grade Inlet	0	4.98	0.00		4.98	30	0.55%	0.5	0.42	0.46	10.74	0.92	5.39	10	1.00	0.91	9.24	0.00					
DA-B.2.0	0	Sump Inlet	0	2.45	0.00	1.00	3.45	30	1.13%	0.5	0.42	0.36	7.11	-	-	-	-	-	-	-	10%	7.54	0.7	10	0.43
DA-B.2.1	0	Sump Inlet	0	3.38	0.00	0.71	4.09	30	0.55%	0.5	0.42	0.43	9.42	-	-	-	-	-	-	-					
DA-B.3.0	0	Sump Inlet	0	7.19	0.00		7.19	30	1.13%	0.5	0.42	0.46	10.80	-	-	-	-	-	-	-	10%	13.61	0.7	15	0.48
DA-B.3.1	0	Sump Inlet	0	7.13	0.71		6.42	30	0.55%	0.5	0.42	0.50	14.70	-	-	-	-	-	-	-					
DA-I.0	0	Grade Inlet	0	7.12	0.00		7.12	30	1.12%	0.5	0.42	0.46	10.75	0.92	7.70	10	1.00	0.91	9.24	0.00					
DA-I.1.0	0	Sump Inlet	0	5.45	0.00	0.71	6.17	30	1.12%	0.5	0.42	0.44	9.74	-	-	-	-	-	-	-	10%	12.62	0.7	10	0.60
DA-I.1.1	0	Sump Inlet	0	4.25	0.00	2.19	6.45	30	0.60%	0.5	0.42	0.49	13.28	-	-	-	-	-	-	-					
DA-I.2.0	0	Sump Inlet	0	7.53	0.00		7.53	30	1.12%	0.5	0.42	0.47	11.23	-	-	-	-	-	-	-	10%	14.24	0.7	15	0.50
DA-I.2.1	0	Sump Inlet	0	8.90	2.19		6.71	30	0.60%	0.5	0.42	0.50	14.80	-	-	-	-	-	-	-					
DA-I.3	0	Grade Inlet	0	9.88	0.71		9.17	30	1.12%	0.5	0.42	0.50	14.86	0.97	9.46	10	1.00	0.83	9.69	0.00					
DA-J.0	0	Grade Inlet	0	5.84	0.00		5.84	30	0.60%	0.5	0.42	0.48	11.81	0.94	6.18	10	1.00	0.87	9.44	0.00					
DA-J.1	0	Grade Inlet	0	2.66	0.00		2.66	30	3.01%	0.5	0.42	0.28	5.10	0.73	3.62	10	1.00	1.48	7.35	0.00					
DA-J.2	0	Grade Inlet	0	5.89	0.00		5.89	30	3.01%	0.5	0.42	0.37	7.26	0.82	7.15	10	1.00	1.14	8.23	0.00					
DA-J.3	0	Grade Inlet	0	5.71	0.00		5.71	30	0.62%	0.5	0.42	0.47	11.41	0.94	6.09	10	1.00	0.88	9.37	0.00					
DA-K.0	0	Grade Inlet	0	6.25	0.00		6.25	30	0.60%	0.5	0.42	0.49	12.70	0.96	6.53	10	1.00	0.85	9.56	0.00					
DA-K.1	0	Grade Inlet	0	6.80	0.00		6.80	30	3.08%	0.5	0.42	0.38	7.76	0.84	8.09	10	1.00	1.09	8.41	0.00					
DA-K.2	0	Grade Inlet	0	5.65	0.00		5.65	30	3.08%	0.5	0.42	0.36	7.08	0.82	6.92	10	1.00	1.16	8.16	0.00					
DA-L.0	0	Grade Inlet	0	5.46	0.00		5.46	30	2.00%	0.5	0.42	0.38	7.74	0.84	6.50	10	1.00	1.09	8.40	0.00					
DA-L.1	0	Grade Inlet	0	5.66	0.00	0.89	6.55	30	0.61%	0.5	0.42	0.49	13.44	0.96	6.80	10	1.00	0.84	9.63	0.00					
DA-L.2	0	Grade Inlet	0	8.39	0.89		7.50	30	0.75%	0.5	0.42	0.50	14.76	0.97	7.74	10	1.00	0.83	9.69	0.00					
DA-M.2	0	Grade Inlet	0	7.21	0.00		7.21	66	0.60%	0.75	0.42	0.48	13.08	0.94	7.64	10	1.00	0.87	9.43	0.00					
DA-M.4	0	Grade Inlet	0	7.57	0.00		7.57	66	0.60%	0.75	0.42	0.49	13.40	0.95	7.94	10	1.00	0.86	9.53	0.00					
DA-N.0	0	Grade Inlet	0	3.37	0.00		3.37	30	0.63%	0.5	0.42	0.40	8.13	0.85	3.95	10	1.00	1.05	8.54	0.00					
DA-N.1	0	Grade Inlet	0	5.47	0.00		5.47	30	0.72%	0.5	0.42	0.45	10.42	0.92	5.96	10	1.00	0.92	9.17	0.00					
DA-N.2	0	Grade Inlet	0	2.55	0.00		2.55	30	0.72%	0.5	0.42	0.35	6.85	0.81	3.15	10	1.00	1.18	8.08	0.00					
DA-P.1	0	Grade Inlet	0	6.03	0.00		6.03	30	1.63%	0.5	0.42	0.41	8.61	0.87	6.94	10	1.00	1.02	8.69	0.00					
DA-P.2	0	Grade Inlet	0	2.78	0.00		2.78	30	1.63%	0.5	0.42	0.32	5.92	0.77	3.60	10	1.00	1.32	7.70	0.00					
DA-P.3	0	Grade Inlet	0	3.18	0.00	0.44	3.62	30	1.16%	0.5	0.42	0.37	7.23	0.82	4.40	10	1.00	1.14	8.22	0.00					
DA-P.4	0	Grade Inlet	0	9.77	0.44		9.33	30	1.16%	0.5	0.42	0.50	14.80	0.97	9.63	10	1.00	0.83	9.69	0.00					
DA-P.5	0	Grade Inlet	0	4.45	0.00	2.90	7.36	44	0.50%	0.5	0.42	0.51	11.07	0.98	7.49	10	1.00	0.81	9.83	0.00					
DA-P.6	0	Grade Inlet	0	8.06	3.03	2.17	7.20	44	0.50%	0.5	0.42	0.51	10.94	0.98	7.36	10	1.00	0.82	9.79	0.00					
DA-P.7	0	Grade Inlet	0	7.07	2.90	3.03	7.20	44	0.50%	0.5	0.42	0.51	10.94	0.98	7.36	10	1.00	0.82	9.79	0.00					
DA-P.8	0	Grade Inlet	0	8.46	2.17	0.91	7.20	44	0.50%	0.5	0.42	0.51	10.94	0.98	7.36	10	1.00	0.82	9.79	0.00					
DA-P.9	0	Grade Inlet	0	8.11	0.91		7.20	44	0.50%	0.5	0.42	0.51	10.94	0.98	7.36	10	1.00	0.82	9.79	0.00					
DA-P.10	0	Grade Inlet	0	3.02	0.00	2.23	5.25	44	0.50%	0.5	0.42	0.45	15.36	0.92	5.72	10	1.00	0.92	9.18	0.00					
DA-P.11	0	Grade Inlet	0	5.65	2.23	3.44	6.86	44	0.50%	0.5	0.42	0.50	21.30	0.97	7.08	10	1.00	0.83	9.69	0.00					
DA-P.12	0	Grade Inlet	0	8.10	3.44	2.20	6.86	44	0.50%	0.5	0.42	0.50	21.30	0.97	7.08	10	1.00	0.83	9.69	0.00					
DA-P.13	0	Grade Inlet	0	9.06	2.20		6.86	44	0.50%	0.5	0.42	0.50	21.30	0.97	7.08	10	1.00	0.83	9.69	0.00					
DA-Q.0	0	Grade Inlet	0	6.86	0.00		6.86	30	0.65%	0.5	0.42	0.50	13.85	0.97	7.11	10	1.00	0.84	9.66	0.00					
DA-Q.1	0	Grade Inlet	0	2.91	0.00		2.91	30	0.65%	0.5	0.42	0.37	7.48	0.83	3.50	10	1.00	1.11	8.31	0.00					
DA-R.0	0	Grade Inlet	0	4.45	0.00		4.45	30	0.73%	0.5	0.42	0.42	9.10	0.88	5.04	10	1.00	0.99	8.83	0.00					
DA-R.1	0	Grade Inlet	0	6.22	0.00		6.22	30	0.72%	0.5	0.42	0.47	11.52	0.94	6.63	10	1.00	0.88	9.39	0.00					
DA-X.0.0	0	Sump Inlet	0	4.62	0.00		4.62	30	1.00%	0.5	0.42	0.41	8.51	-	-	-	-	-	-	-	10%	11.49	0.7	10	0.57
DA-X.0.1	0	Sump Inlet	0	6.86	0.00		6.86	30	0.65%	0.5	0.42	0.50	13.84	-	-	-	-	-	-	-					
DA-X.1	0	Grade Inlet	0	9.20	2.33		6.87	30	0.63%	0.5	0.42	0.50	14.68	0.97	7.09	10	1.00	0.83	9.69	0.00					
DA-X.2.0	0	Sump Inlet	0	0.83	0.00		0.83	30	1.00%	0.5	0.42	0.23	3.98	-	-	-	-	-	-	-	10%	6.21	0.7	10	0.38
DA-X.2.1	0	Sump Inlet	0	3.05	0.00	2.33	5.38	30	0.65%	0.5	0.42	0.46	10.69	-	-	-	-	-	-	-					
DA-Y.1	0	Grade Inlet	0	5.99	0.00		5.99	30	0.65%	0.5	0.42	0.48	11.65	0.94	6.36	10	1.00	0.88	9.41	0.00					
DA-Y.2	0	Grade Inlet	0	5.10	0.00		5.10	30	0.65%	0.5	0.42	0.45	10.28	0.91	5.58	10	1.00	0.92	9.14	0.00					
DA-Y.3.0	0	Sump Inlet	0	2.24	0.00		2.24	30	0.60%	0.5	0.42	0.35	6.72	-	-	-	-	-	-	-	10%	3.85	0.7	10	0.27
DA-Y.3.1	0	Sump Inlet	0	1.62	0.00		1.62	30	1.67%	0.5	0.42	0.26	4.70	-	-	-	-	-	-	-					
DA-Y.4.0	0	Sump Inlet	0	6.64	0.00		6.64	30	0.60%	0.5	0.42	0.50	14.11	-	-	-	-	-	-	-	10%	15.06	0.7	15	0.52
DA-Y.4.1	0	Sump Inlet	0	8.42	0.00		8.42	30	1.67%	0.5	0.42	0.46	10.50	-	-	-	-	-	-	-					
DA-Z.1	0	Grade Inlet	0	6.78	0.00		6.78	30	1.58%	0.5	0.42	0.43	9.29	0.89	7.63	10	1.00	0.97	8.89	0.00					
DA-Z.2	0	Grade Inlet	0	6.69	0.00		6.69	30	1.58%	0.5	0.42	0.43	9.22	0.89	7.55	10	1.00	0.98	8.87	0.00					
DA-Z.3	0	Grade Inlet	0	9.86	0.00		9.86	30	1.58%	0.5	0.42	0.48	12.30	0.95	10.36	15	1.00	0.86	14.27	0.00					
DA-AA.0.0	0	Sump Inlet	0	6.69	0.00		6.69	44	0.50%	0.5	0.42	0.50	19.81	-	-	-	-	-	-	-	10%	13.56	0.7	15	0.48
DA-AA.0.1	0	Sump Inlet	0	7.63	0.76		6.87	44	0.50%	0.5	0.42	0.50	21.51	-	-	-	-	-	-	-					
DA-AA.1.0	0	Sump Inlet	0	3.21	0.00		3.21	44	0.50%	0.5	0.42	0.38	11.30	-	-	-	-	-	-	-	10%	5.96	0.7	10	0.37
DA-AA.1.1	0	Sump Inlet	0	1.99	0.00	0.76	2.75	44	0.50%	0.5	0.42	0.36	10.43	-	-	-	-	-	-	-					
DA-FUT-P	0	Other	0	180.11	180.11			-	-	-	-	-	-	-	-	-	-	-	-						
DA-FUT-S	0	Other	0	15.44	15.44			-	-	-	-	-	-	-	-	-	-	-	-						
DA-FUT-T	0	Other	0	4.39	4.39			-	-	-	-	-	-	-	-	-	-	-	-						
DA-FUT-U	0	Other	0	4.48	4.48			-	-	-	-	-	-	-	-	-	-	-	-						
DA-FUT-V	0	Other	0	12.77	12.77			-	-	-	-	-	-	-	-	-	-	-	-						
DA-FUT-W	0	Other	0	21.56	21.56			-	-	-	-	-	-	-	-	-	-	-	-						
DA-FUT-Y-N	0	Other	0	136.05	136.05			-	-	-	-	-	-	-	-	-	-	-	-						
DA-FUT-Y-S	0	Other	0	37.67	37.67			-	-	-	-	-	-	-	-	-	-	-	-						
DA-FUT-Z	0	Other	0	58.63	58.63			-	-	-	-	-	-	-	-	-	-	-	-						
DA-PH-2-H.1	0	Grade Inlet	0	7.35	7.35			30	0.74%	0.5	0.42					10									
DA-PH-2-H.4	0	Grade Inlet	0	6.46	6.46			30	0.74%	0.5	0.42					10									
DA-PH-2-H.6	0	Grade Inlet	0	8.92	8.92			30	0.60%	0.5	0.42					10									
DA-PH-2-H.8	0	Grade Inlet	0	7.04	7.04			30	0.60%	0.5	0.42					10									
DA-PH-2-H.9	0	Grade Inlet	0	9.37	9.37			30	0.60%	0.5	0.42					10									
DA-PH-2-H.11	0	Grade Inlet	0	6.10	6.10			30	0.65%	0.5	0.42					10									
DA-INT-AA.0.0	0	Sump Inlet	0	7.75	0.00		7.75	44	0.60%	0.5	0.42	0.50	10.84	-	-	-	-	-	-	-	10%	11.69	0.7	15	0.44
DA-INT-AA.0.1	0	Sump Inlet	0	3.94	0.00		3.94	44	0.60%	0.5	0.42	0.40	12.04	-	-	-	-	-	-	-					
DA-INT-Z	0	Other	0	37.88	37.88			-	-	-	0.42			-	-	-	-	-	-						

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TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

DRAINAGE CALC (3 OF 3)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 29 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DAM.DWG DATE: 11/18/2024 10:38:44 AM BY: JHADLEY

SCALE: 1" = 60'
GRAPHIC SCALE IN FEET
0 30' 60' 120'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- 950 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED
2. ALL STORM LATERALS TO BE RCP UNLESS OTHERWISE NOTED.
3. ALL CURB INLETS TO BE 10' UNLESS OTHERWISE NOTED.
4. UTILITY CROSSING INFORMATION SHOWN HERE IN PROFILE IS FOR GENERAL REFERENCE. REFER TO THE APPROPRIATE UTILITY DESIGN SHEETS AND STANDARDS DETAILS FOR ADDITIONAL AND FINAL GRADE INFORMATION.
5. TOP OF MANHOLE, INLETS ,PAVEMENT GRADES SHOWN FOR GENERAL REFERENCE, THE STREET DESIGN SHEETS (PLAN/PROFILE) TAKE PRECEDENCE FOR FINISHED GRADES

CURVE DATA

NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	22° 37' 09"	41.35	206.75	81.62	81.09	N10° 10' 39.01"W
C2	37° 50' 12"	99.31	289.75	191.34	187.89	N40° 24' 19.93"W
C5	18° 52' 06"	48.14	289.75	95.42	94.99	S77° 56' 49.07"W

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL STORM PLAN
(1 OF 2)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 30 OF 89

H:\PROJECTS\1725 - ORBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-STRM-O.DWG DATE: 11/18/2024 10:39:51 AM BY: JHADLEY

MATCHLINE - SEE SHEET 30

MANDEVILLE DRIVE

UNIVERSAL DRIVE (S)

LIDELL WALKER PHASE 2

MALIBU BEND

INGLENOOK ROAD

PARK

POND

O.S. / D.E.

STA. 1+64.25 SSL-I
CONNECT TO EXST 36" SSL
LIDELL WALKER PH 2
CITY OF HUTTO PROJ. NO.2086-ENG

STA. 1+54.78 SSL-B
CONNECT TO EXST 36" SSL
LIDELL WALKER PH 2
CITY OF HUTTO PROJ. NO.2086-ENG

STA. 8+87.13 SSL-H
REMOVE TEMP SET
CONNECT TO EXST SSL
LIDELL WALKER PH 2

STA. 5+94.38 SSL-H
INSTALL TXDOT HW FW-0
W/ DISSIPATORS

STA. 6+47.52 SSL-P
INSTALL ALL TXDOT HW FW-0
W/ DISSIPATORS

STA. 6+19.76 SSL-Y
INSTALL TXDOT HW FW-0
W/ DISSIPATORS

36
OPEN SPACE/
DRAINAGE EASEMENT

100YR

SOUTH FORK
MUSTANG CREEK

BRUSHY CREEK

#PAPE DAWSON

SCALE: 1" = 60'
GRAPHIC SCALE IN FEET
0 30' 60' 120'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- 950 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED
2. ALL STORM LATERALS TO BE RCP UNLESS OTHERWISE NOTED.
3. ALL CURB INLETS TO BE 10' UNLESS OTHERWISE NOTED.
4. UTILITY CROSSING INFORMATION SHOWN HERE IN PROFILE IS FOR GENERAL REFERENCE. REFER TO THE APPROPRIATE UTILITY DESIGN SHEETS AND STANDARDS DETAILS FOR ADDITIONAL AND FINAL GRADE INFORMATION.
5. TOP OF MANHOLE, INLETS ,PAVEMENT GRADES SHOWN FOR GENERAL REFERENCE, THE STREET DESIGN SHEETS (PLAN/PROFILE) TAKE PRECEDENCE FOR FINISHED GRADES

CURVE DATA

NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C3	25° 03' 26"	58.19	261.85	114.52	113.61	N83° 47' 49.39"E
C4	28° 31' 08"	61.82	243.25	121.08	119.83	N82° 46' 20.43"E
C6	28° 31' 08"	65.25	256.75	127.80	126.48	S82° 46' 20.43"W
C7	14° 00' 08"	66.10	538.25	131.54	131.21	S89° 58' 09.48"E

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL STORM PLAN
(2 OF 2)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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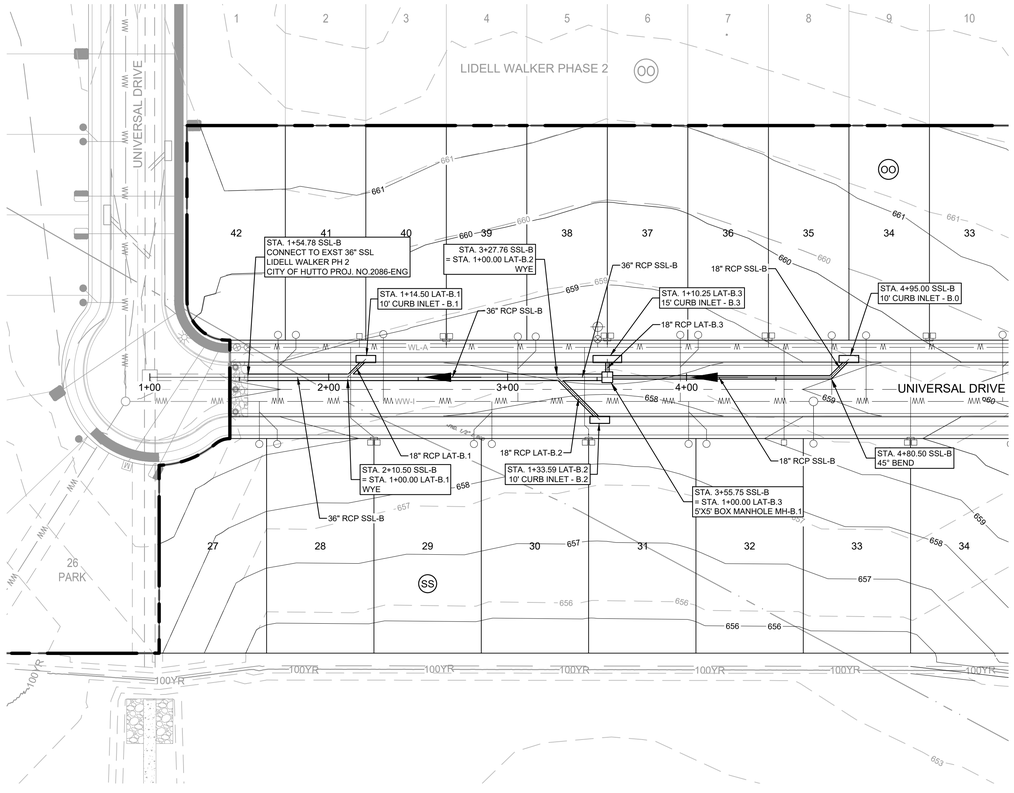
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 31 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 5\CADSHEETS\11762-C-STRM-O.DWG DATE: 11/18/2024 10:40:08 AM BY: JHADLEY



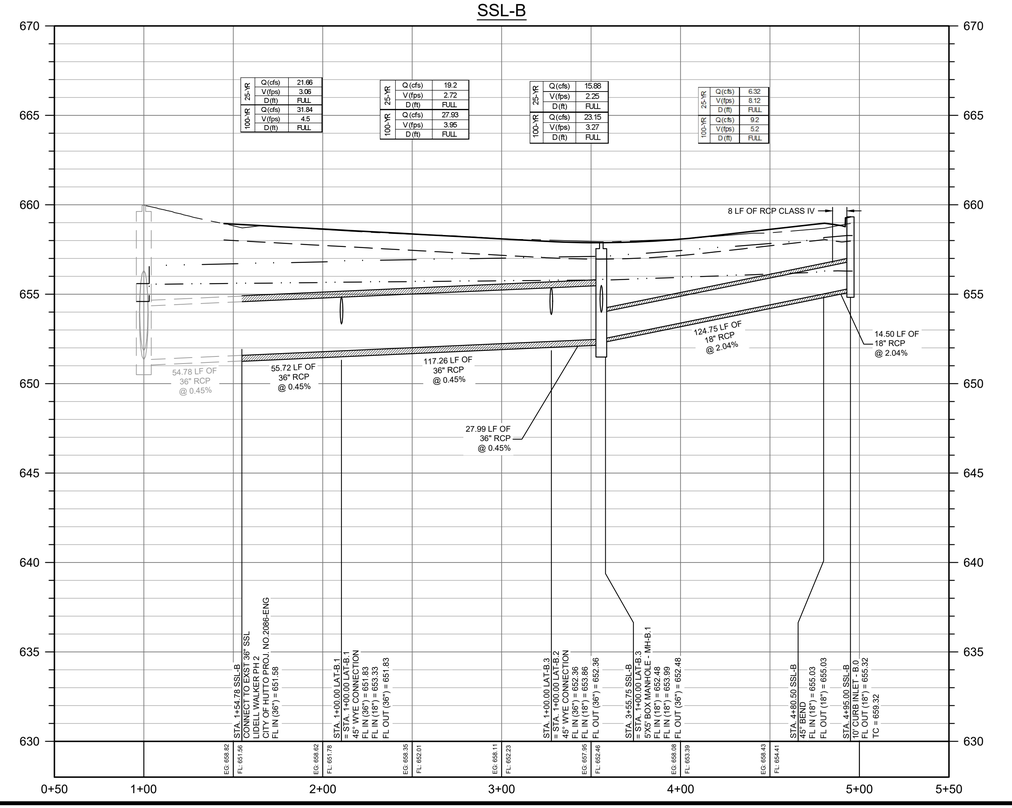
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED
2. ALL STORM LATERALS TO BE RCP UNLESS OTHERWISE NOTED.
3. ALL CURB INLETS TO BE 10' UNLESS OTHERWISE NOTED.
4. UTILITY CROSSING INFORMATION SHOWN HERE IN PROFILE IS FOR GENERAL REFERENCE. REFER TO THE APPROPRIATE UTILITY DESIGN SHEETS AND STANDARDS DETAILS FOR ADDITIONAL AND FINAL GRADE INFORMATION.
5. TOP OF MANHOLE, INLETS, PAVEMENT GRADES SHOWN FOR GENERAL REFERENCE, THE STREET DESIGN SHEETS (PLAN/PROFILE) TAKE PRECEDENCE FOR FINISHED GRADES
6. ALL RCP TO BE CLASS III UNLESS OTHERWISE NOTED.

SSL-B



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

SSL-B PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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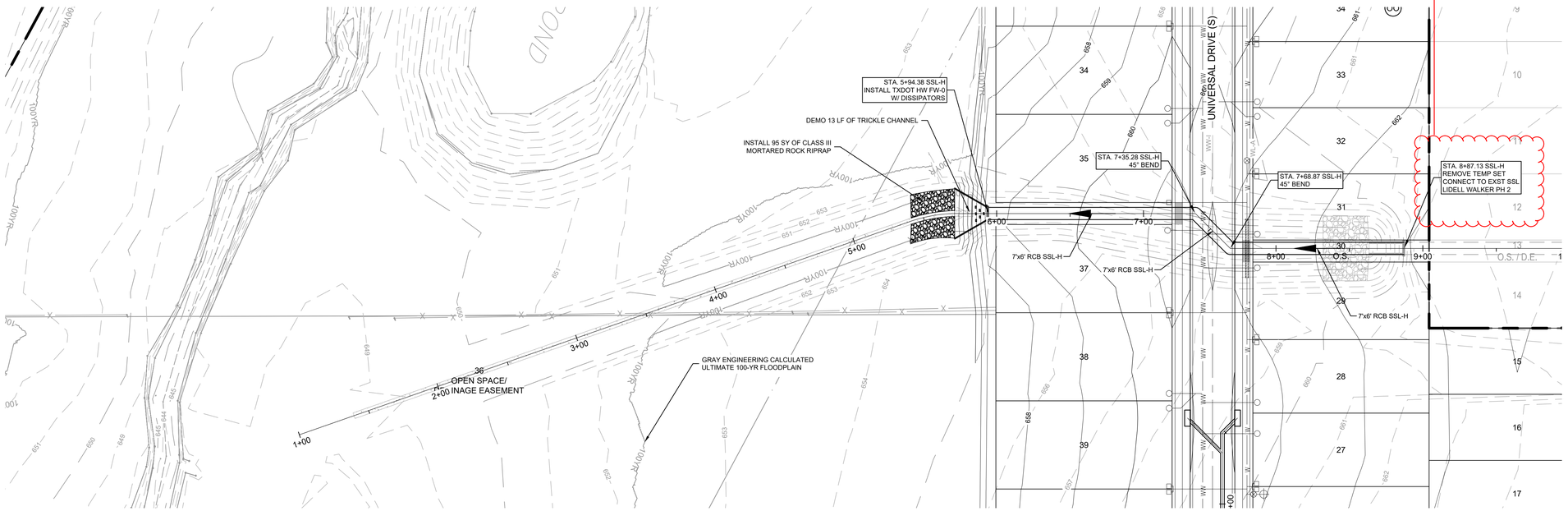
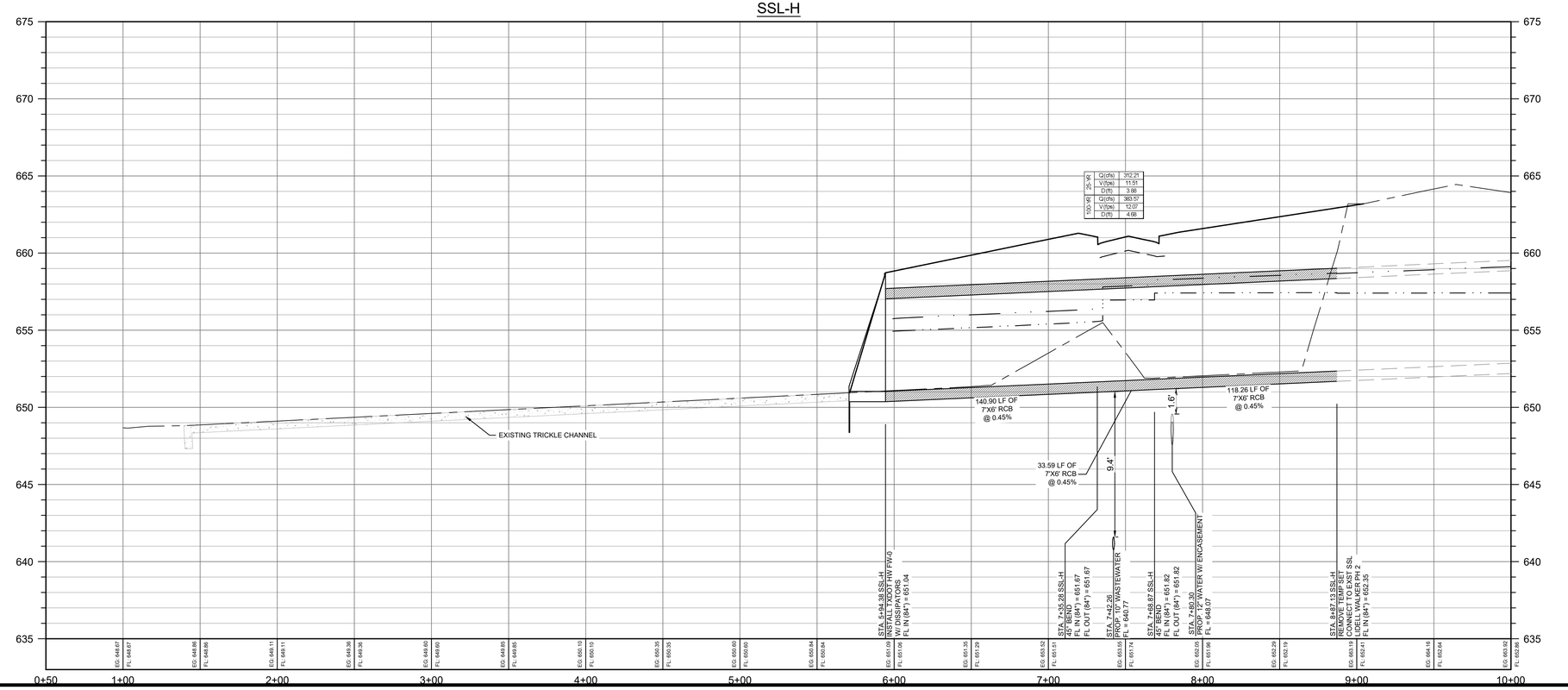
11/18/2024

SHEET 32 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LC\11762 LIDELL WALKER PHASE 3\CADSHEETS\11762-C-STRM-A.DWG DATE: 11/18/2024 10:41:37 AM BY: JHADLEY

Per RFI #04, cast-in-place RCB is acceptable to Engineer. See Sheet 77 for RFI #10 response.





SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
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6. ALL RCP TO BE CLASS III UNLESS OTHERWISE NOTED.

PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

SSL-H PLAN AND PROFILE (1+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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AUSTIN R. SEIFERT
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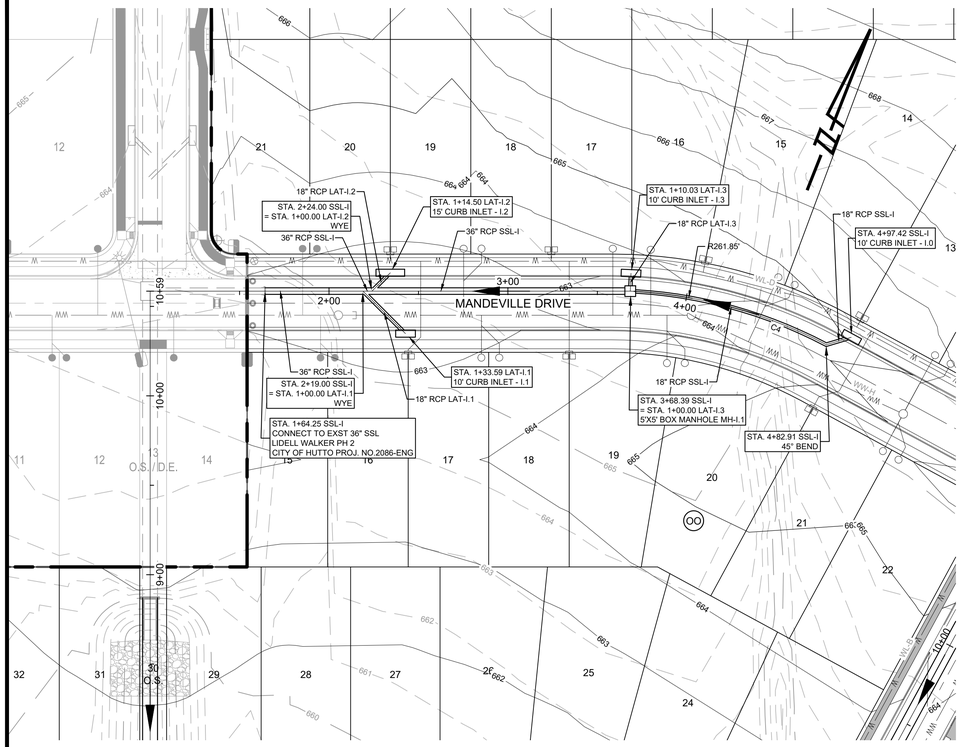
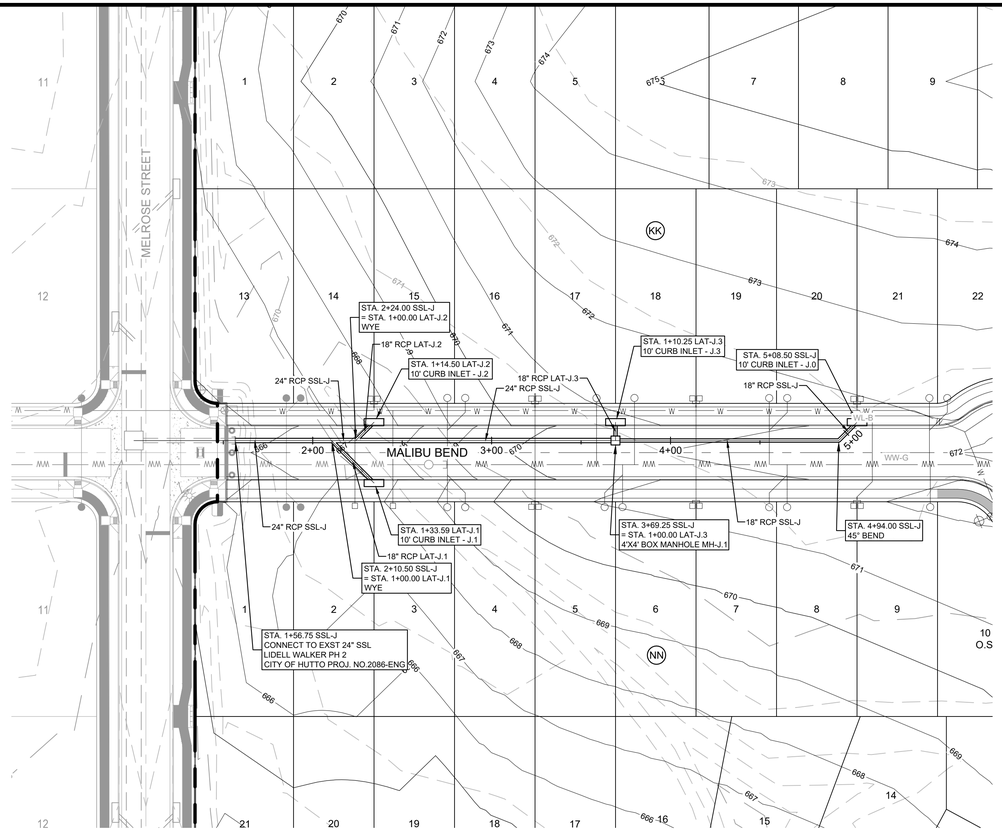
PROFESSIONAL ENGINEER
11/18/2024

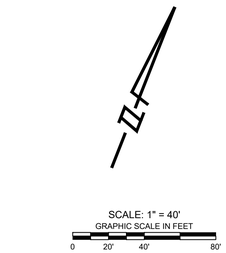
SHEET 33 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-CSTRM-A.DWG DATE: 11/18/2024 10:42:00 AM BY: JHADLEY

CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C4	25° 03' 26"	58.19	261.85	114.52	113.61	N83° 47' 49.39"E







LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED
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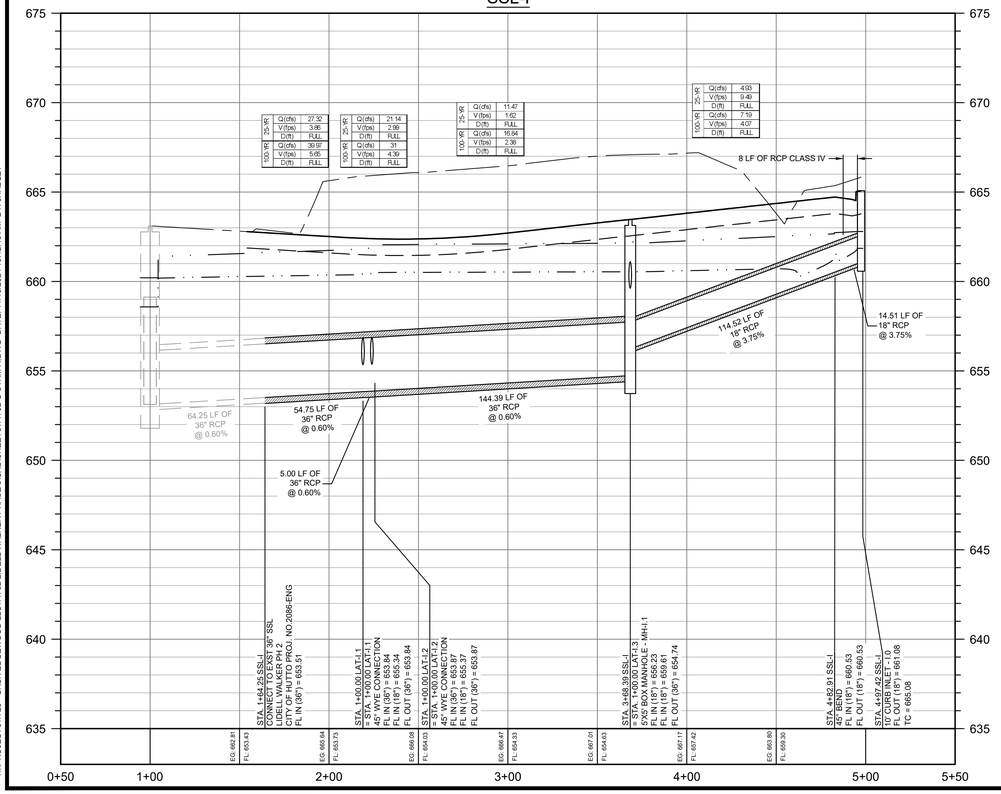
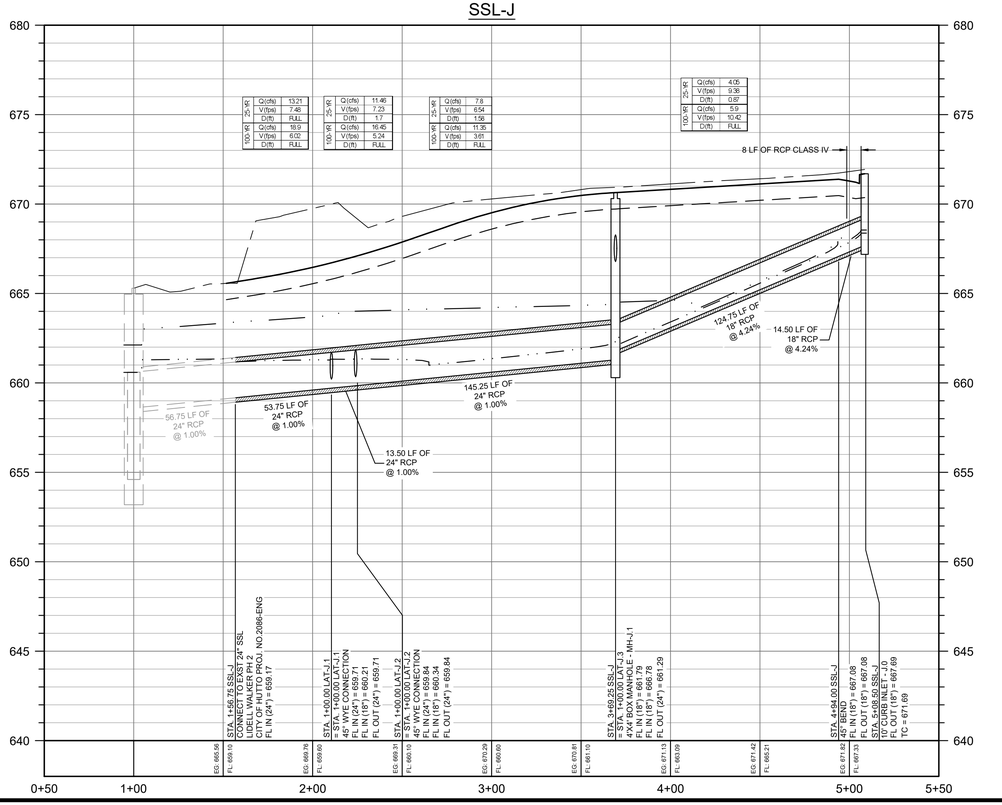
SSL-I



SSL-J



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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GRAY ENGINEERING

RECORD ONLY

NO.	BY	DATE	REVISION DESCRIPTION

LIDELL WALKER PHASE 3

SSL-I & SSL-J PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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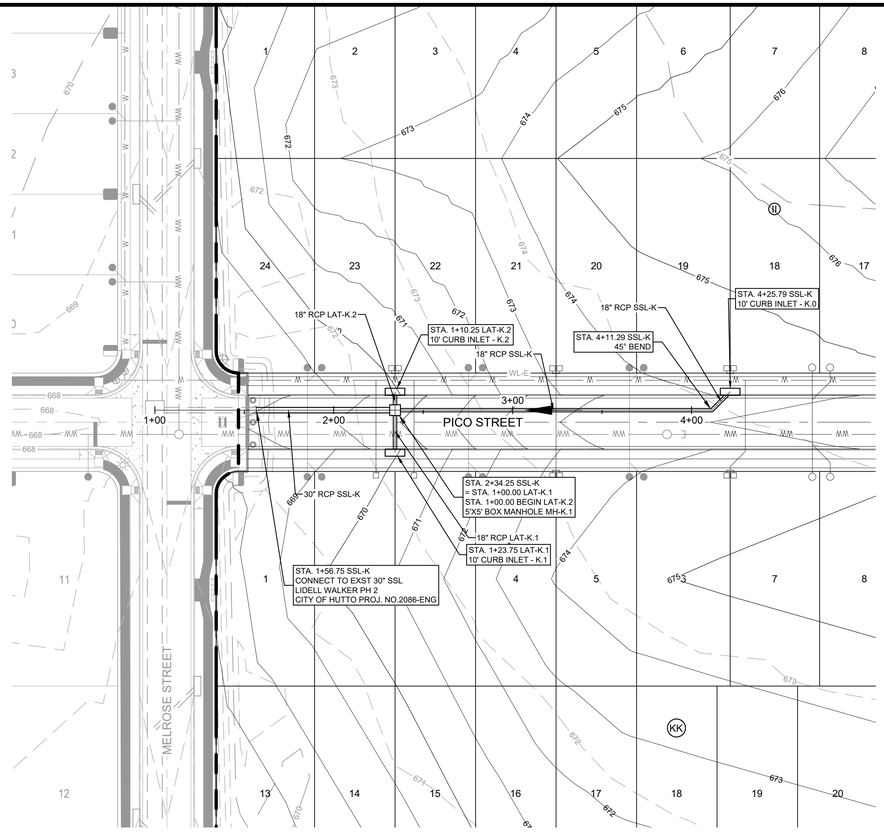
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 34 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-CSTRM-A.DWG DATE: 11/18/2024 10:42:46 AM BY: JHADLEY



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- 950 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 100YR GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
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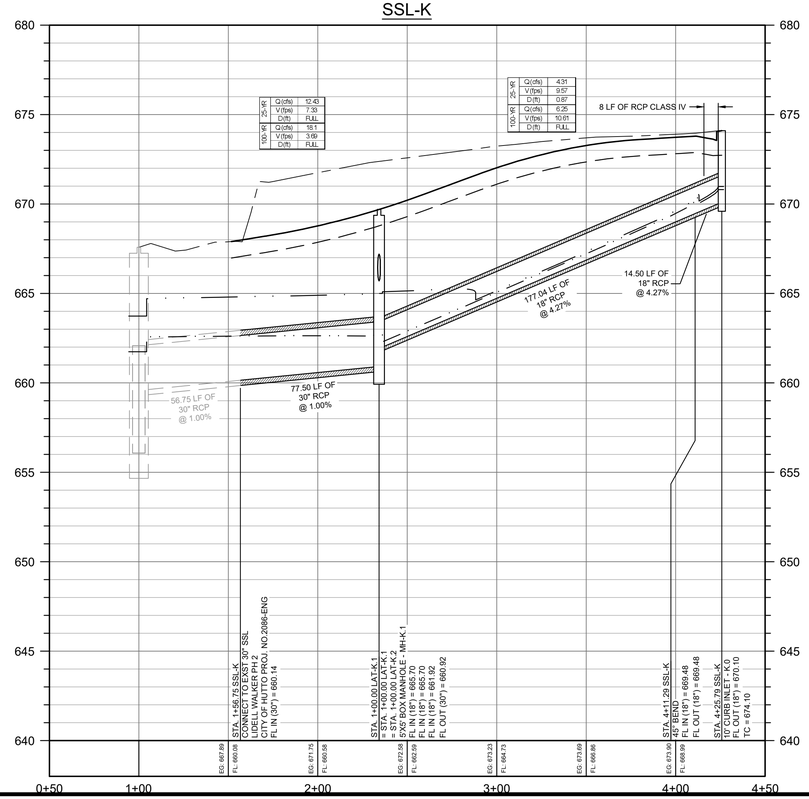
SSL-K



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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LIDELL WALKER PHASE 3

SSL-K PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

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137175
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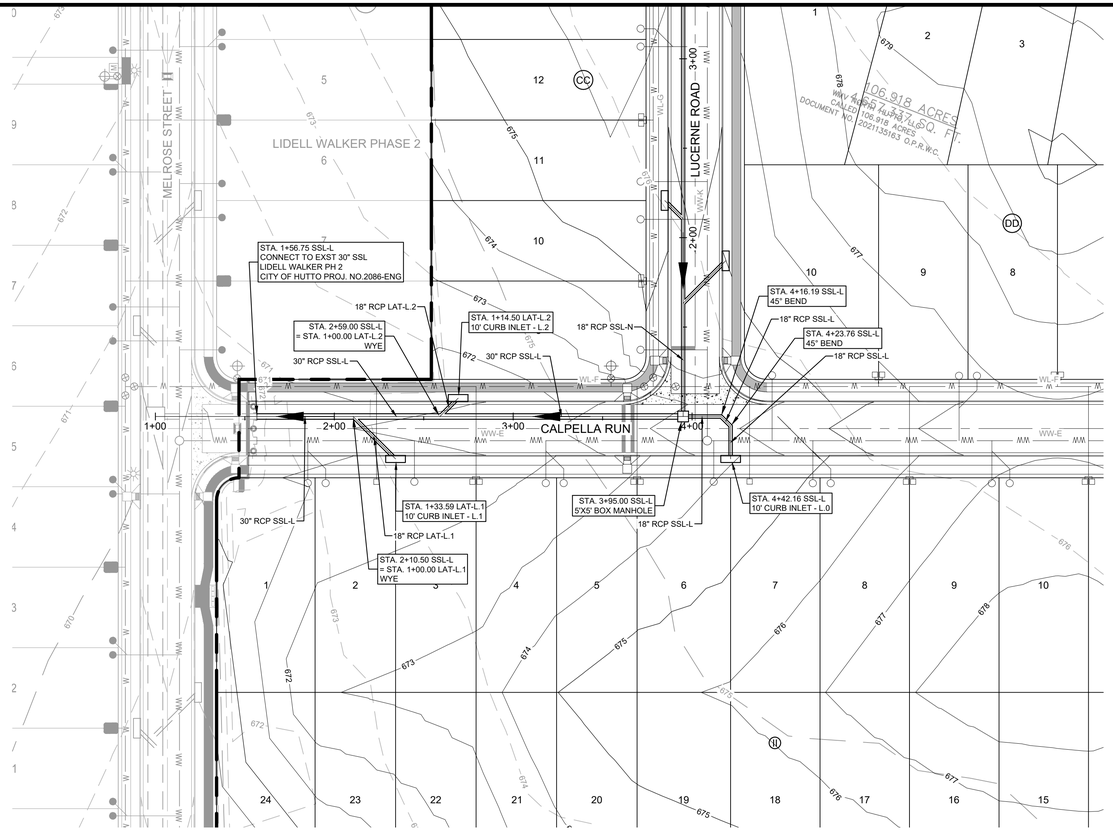
11/18/2024

SHEET 35 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-STRM-A.DWG DATE: 11/18/2024 10:43:09 AM BY: JHADLEY



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED
2. ALL STORM LATERALS TO BE RCP UNLESS OTHERWISE NOTED.
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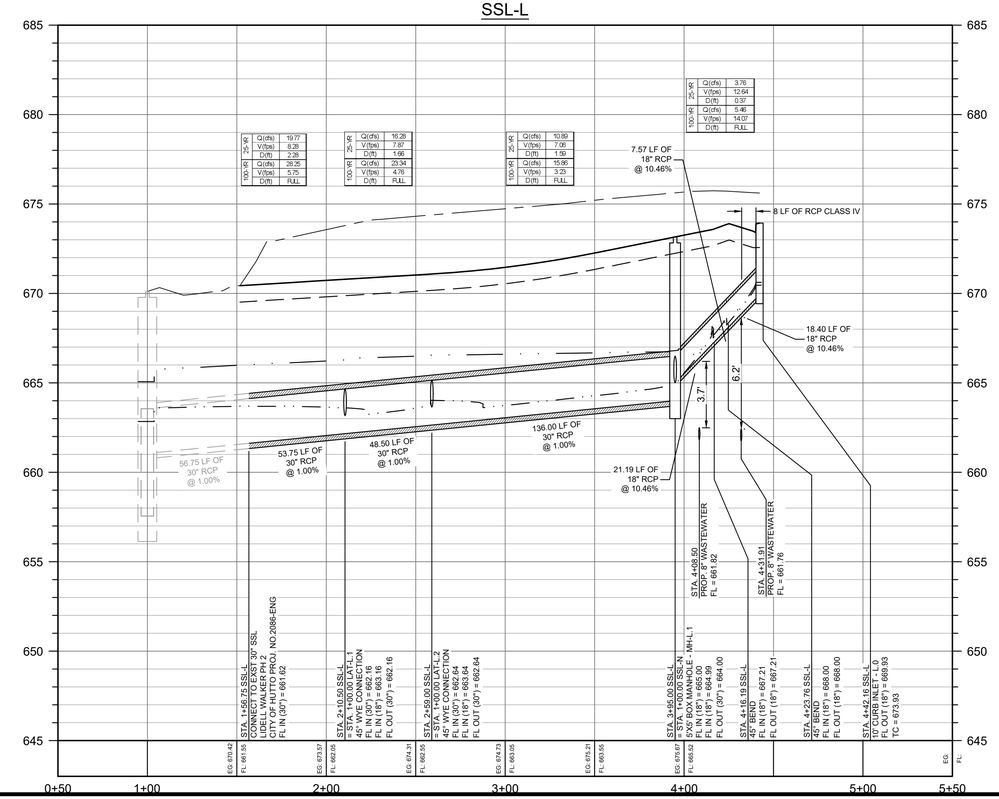
6. ALL RCP TO BE CLASS III UNLESS OTHERWISE NOTED.

SSL-L



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

SSL-L PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

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STATE OF TEXAS
AUSTIN R. SEIFERT
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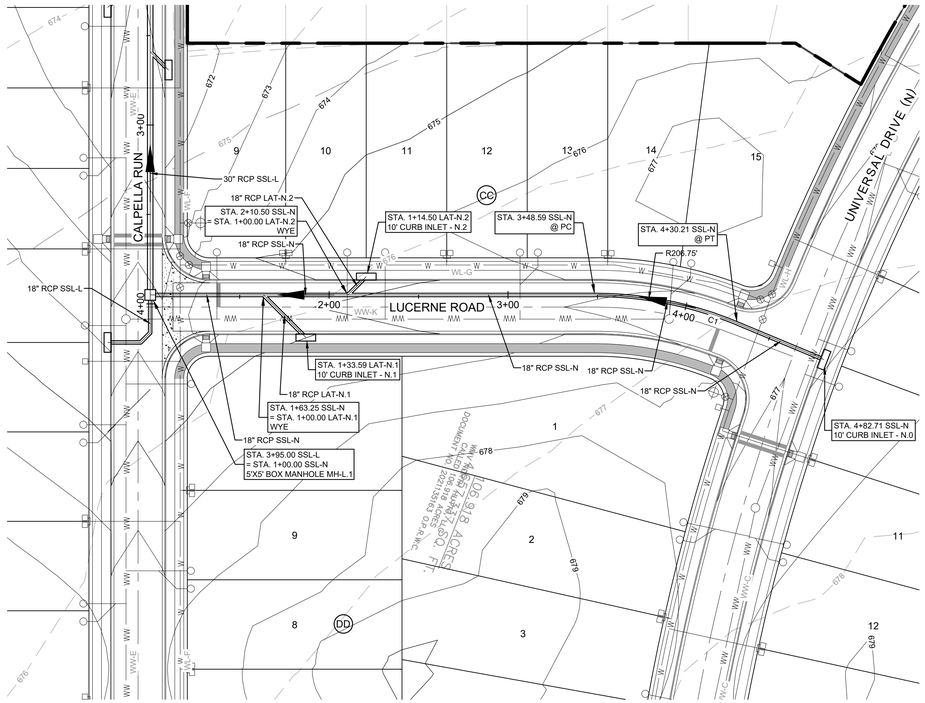
11/18/2024

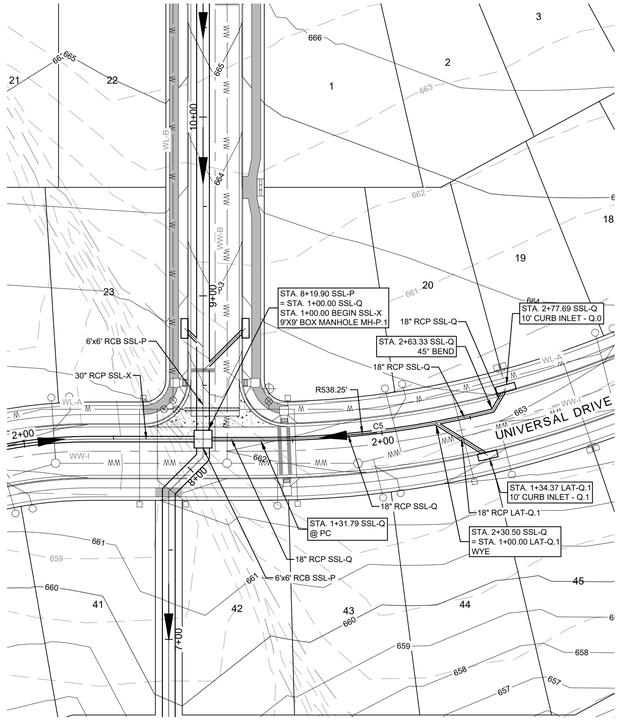
SHEET 36 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-CSTRM-A.DWG DATE: 11/18/2024 10:43:33 AM BY: JHADLEY

CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	22° 37' 09"	41.35	206.75	81.62	81.09	N10° 10' 39.01"W



CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C5	14° 00' 08"	66.10	538.25	131.54	131.21	S89° 58' 09.48"E



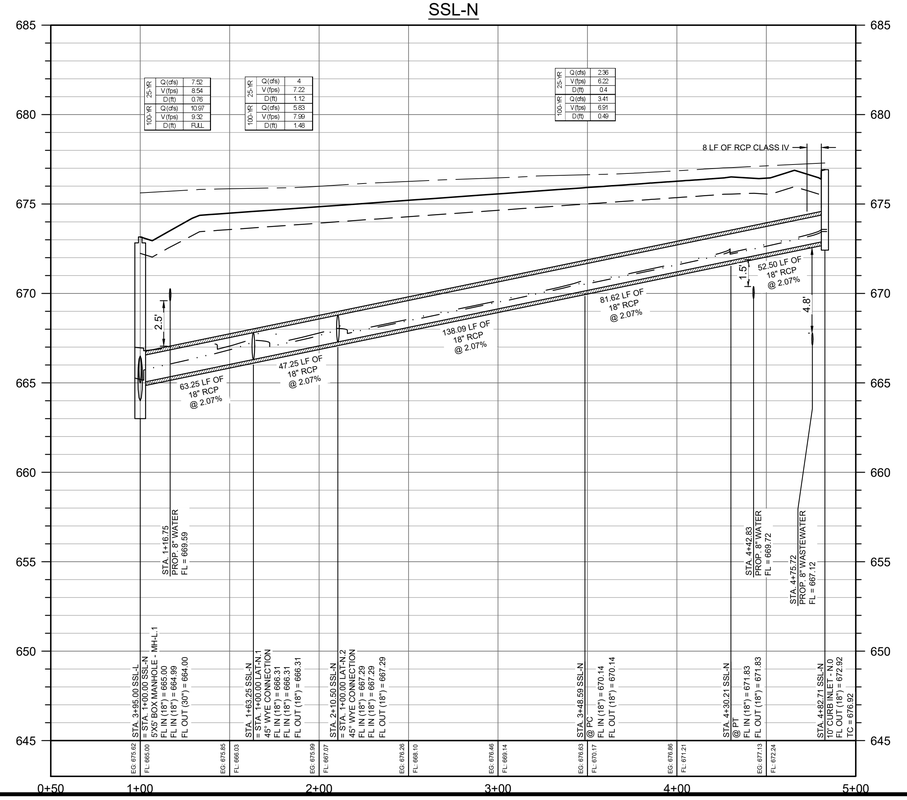
SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- 950 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 100YR GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED
2. ALL STORM LATERALS TO BE RCP UNLESS OTHERWISE NOTED.
3. ALL CURB INLETS TO BE 10' UNLESS OTHERWISE NOTED.
4. UTILITY CROSSING INFORMATION SHOWN HERE IN PROFILE IS FOR GENERAL REFERENCE. REFER TO THE APPROPRIATE UTILITY DESIGN SHEETS AND STANDARDS DETAILS FOR ADDITIONAL AND FINAL GRADE INFORMATION.
5. TOP OF MANHOLE, INLETS, PAVEMENT GRADES SHOWN FOR GENERAL REFERENCE, THE STREET DESIGN SHEETS (PLAN/PROFILE) TAKE PRECEDENCE FOR FINISHED GRADES
6. ALL RCP TO BE CLASS III UNLESS OTHERWISE NOTED.

SSL-N



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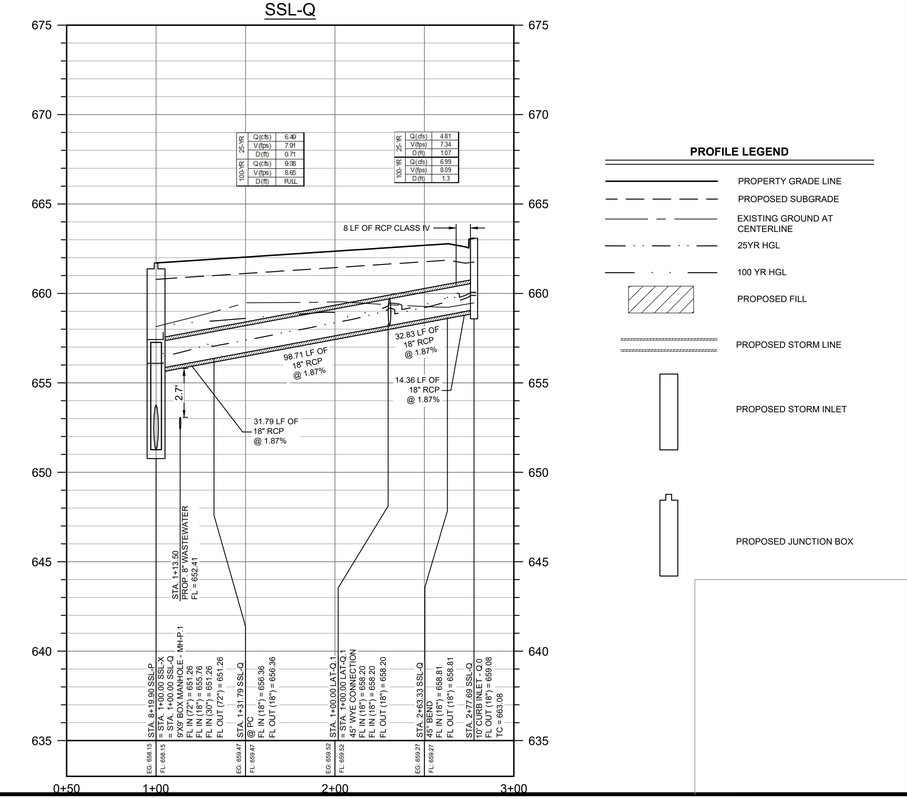

PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

8834 N. Capital of Texas Hwy.
Suite 140
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(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

SSL-N AND SSL-Q PLAN AND PROFILE
(1+00 TO END)

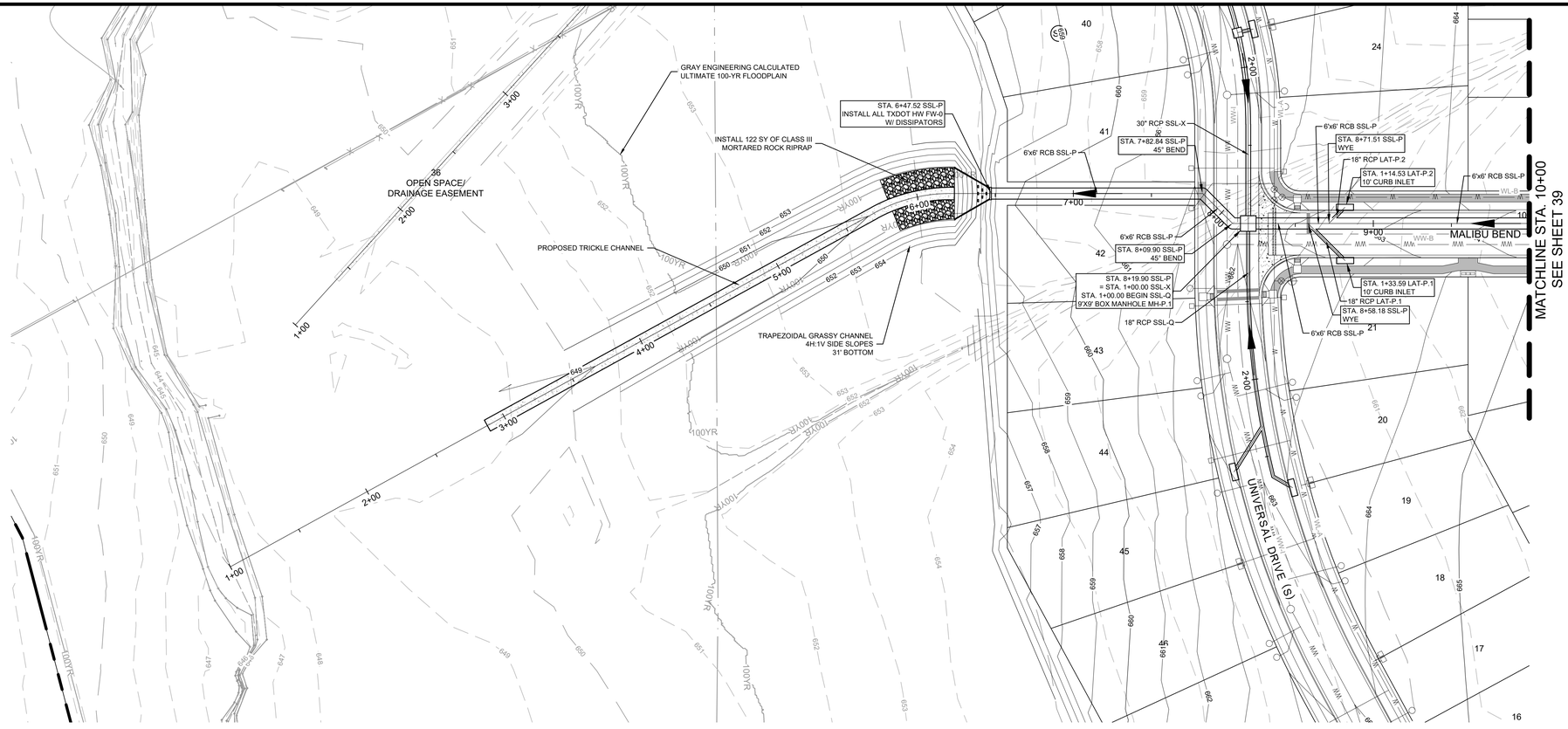
PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 37 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\1-1762-C-STRM-A.DWG DATE: 11/18/2024 10:44:22 AM BY: JHADLEY



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
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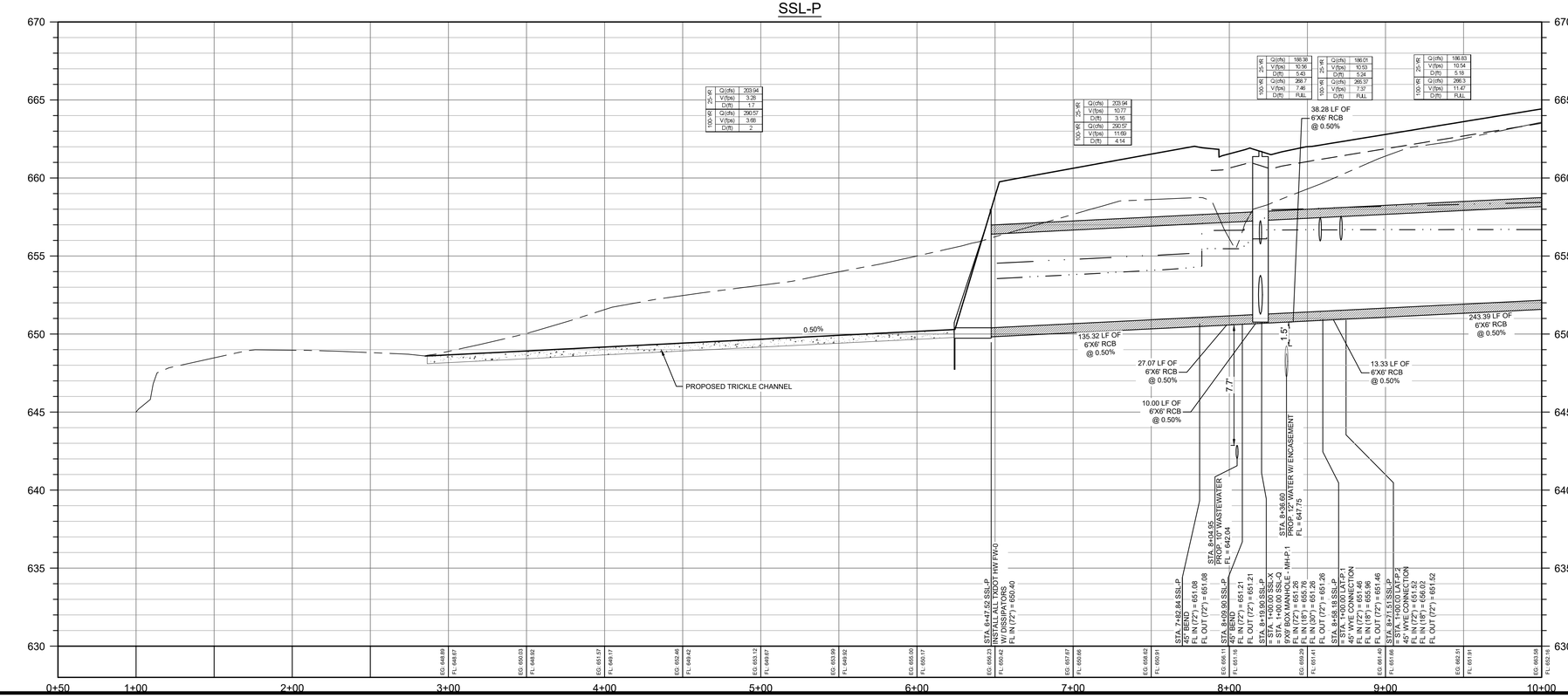
SSL-P



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

SSL-P PLAN AND PROFILE
(1+00 TO 10+00)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

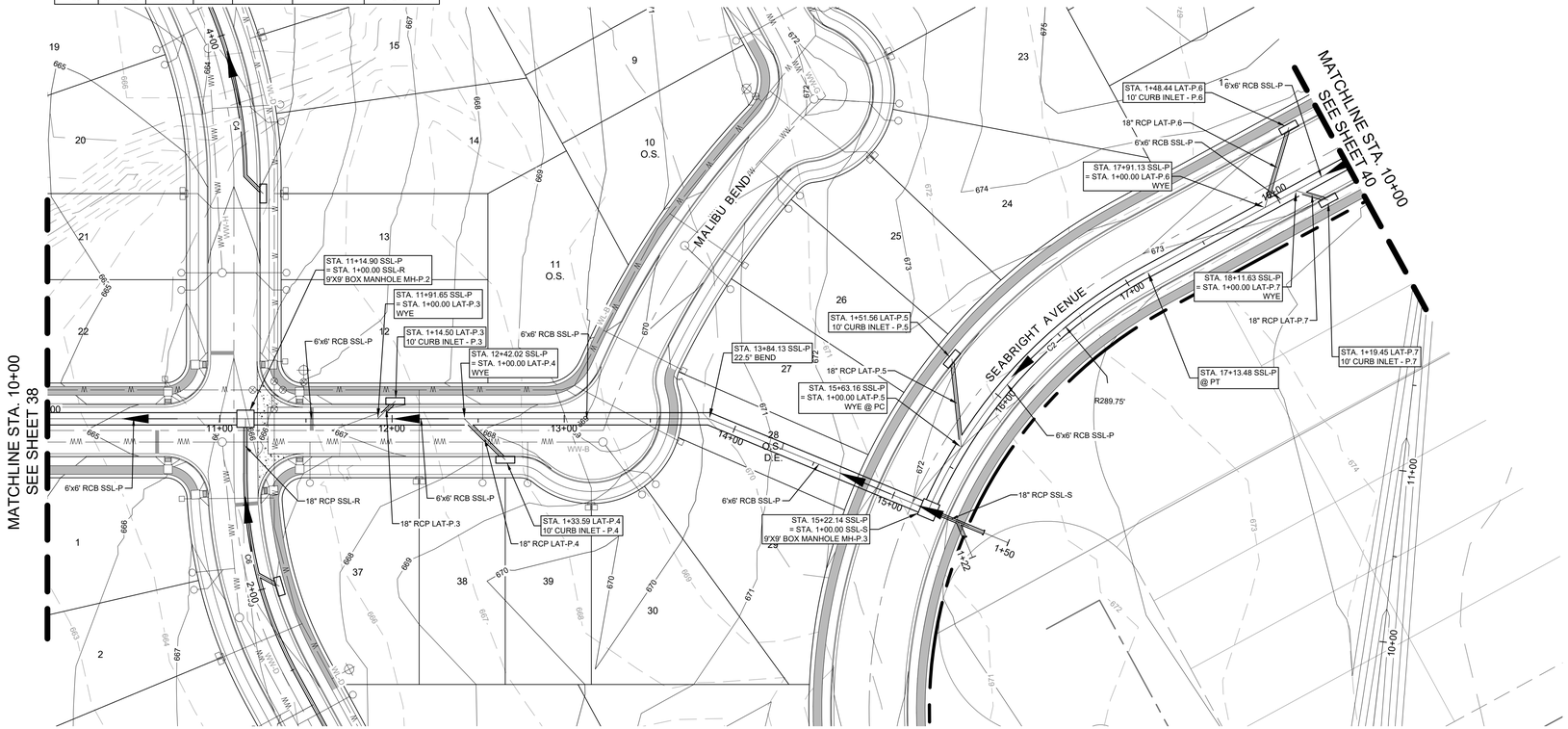
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 38 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-STRM-A.DWG DATE: 11/18/2024 10:44:45 AM BY: JHADLEY

CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C2	37° 50' 12"	99.31	289.75	191.34	187.89	N40° 24' 19.93"W



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
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3. ALL CURB INLETS TO BE 10' UNLESS OTHERWISE NOTED.
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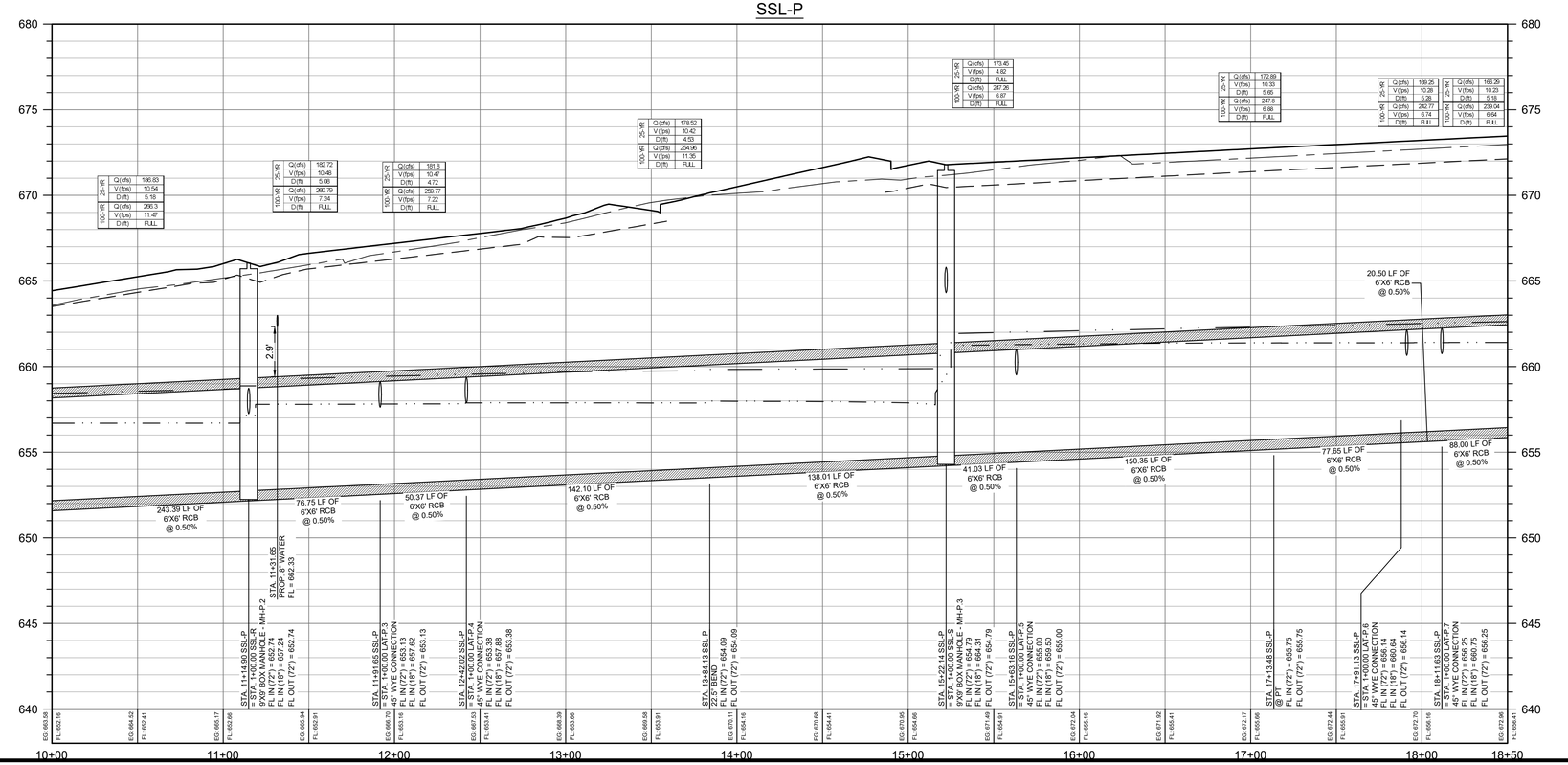
SSL-P



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

SSL-P PLAN AND PROFILE
(10+00 TO 18+50)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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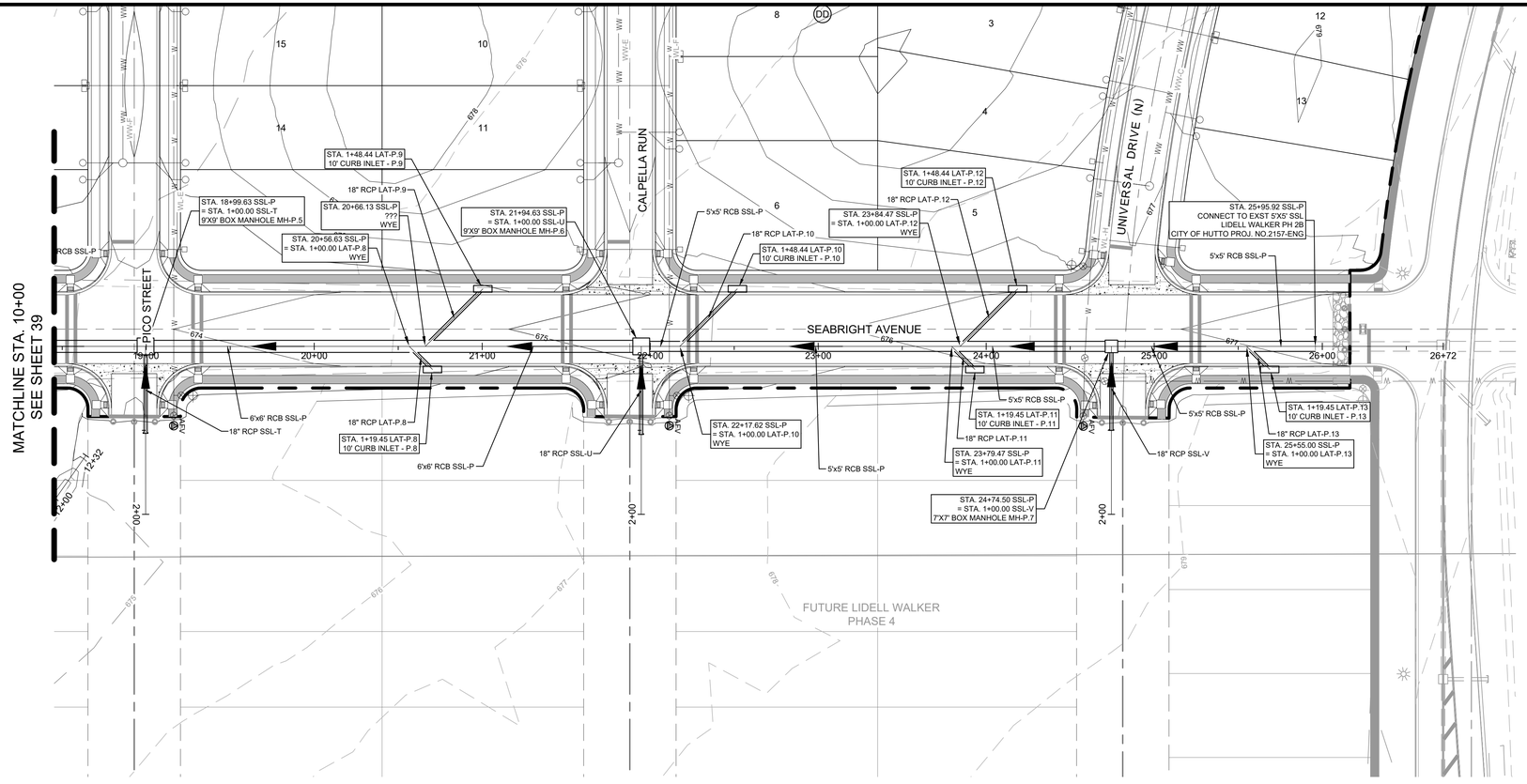
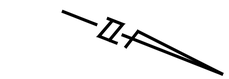
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 39 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\1-1762-C-STRM-A.DWG DATE: 11/18/2024 10:45:12 AM BY: JHADLEY





SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- 950 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 100YR GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
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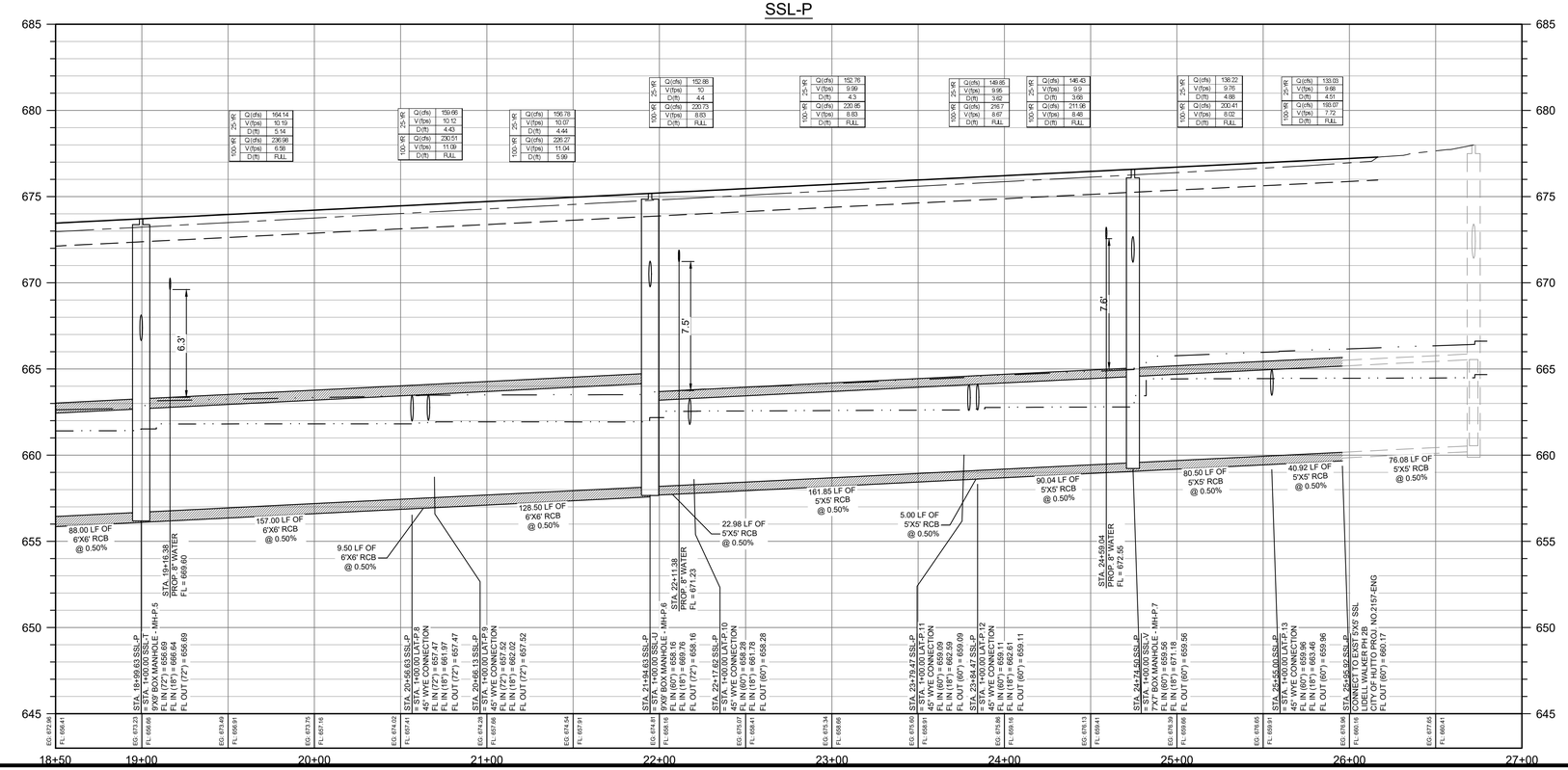
SSL-P



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

SSL-P PLAN AND PROFILE
(18+50 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

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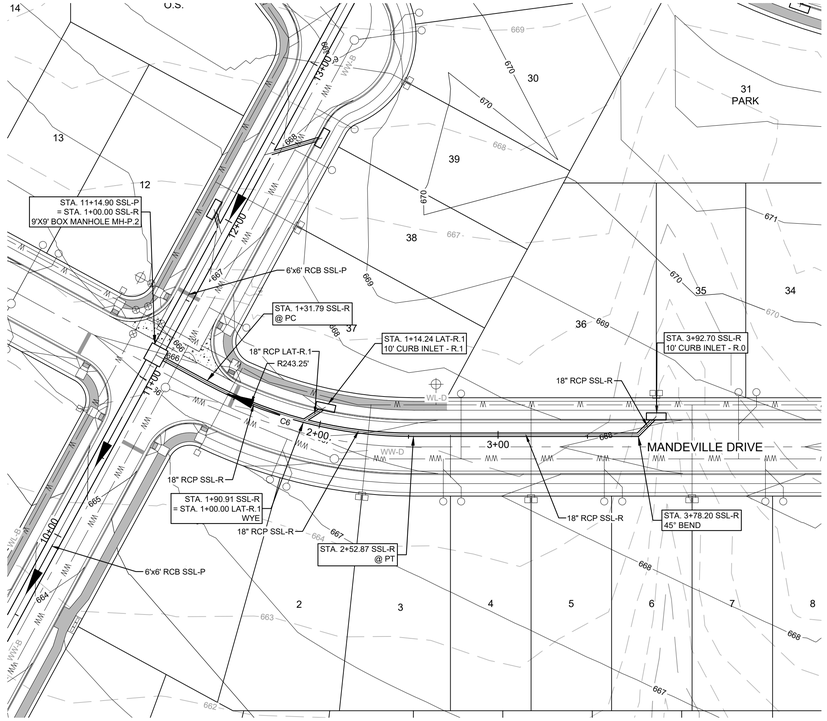
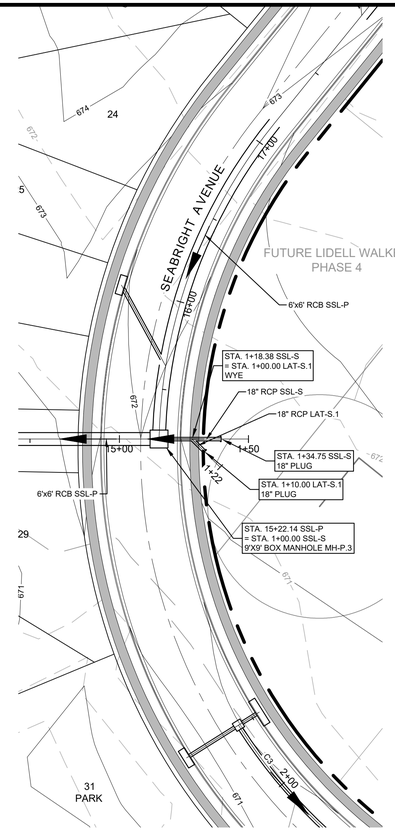
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 40 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-CSTRM-A.DWG DATE: 11/18/2024 10:45:36 AM BY: JHADLEY

CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C6	28° 31' 08"	61.82	243.25	121.08	119.83	N82° 46' 20.43"E





SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
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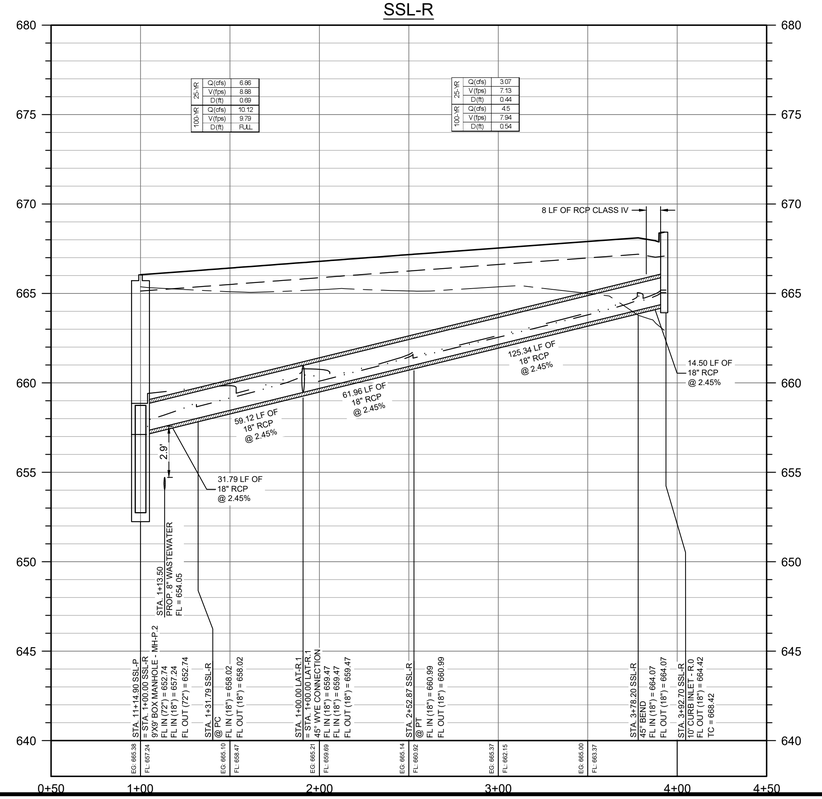
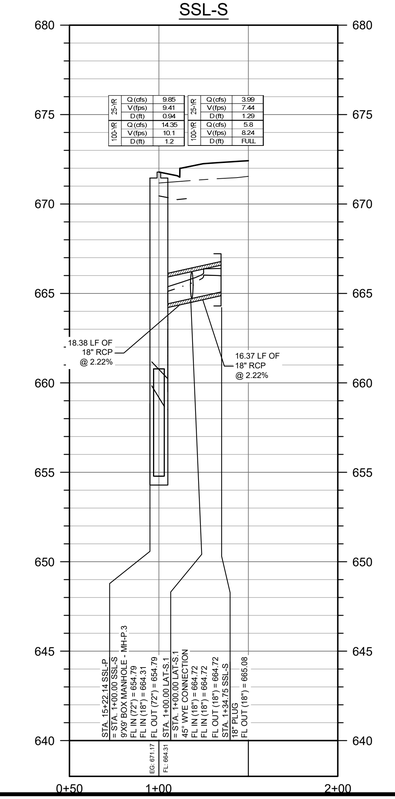
SSL-R



SSL-S



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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(512)452-0371
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TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

SSL-R & SSL-S PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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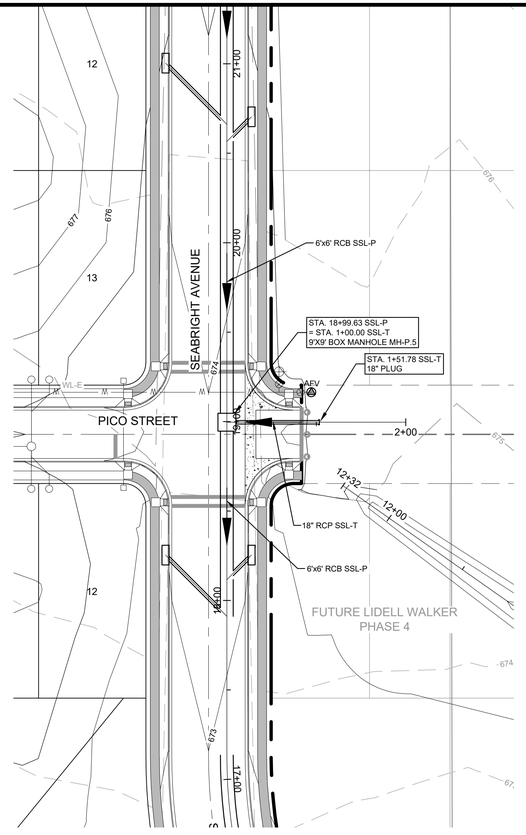
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 41 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-CSTRM.A.DWG DATE: 11/18/2024 10:46:23 AM BY: JHADLEY



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- 950 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 100YR GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

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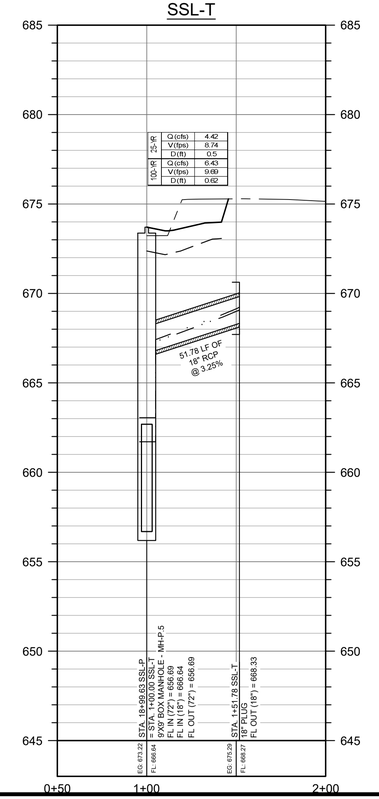
SSL-T



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

SSL-T PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
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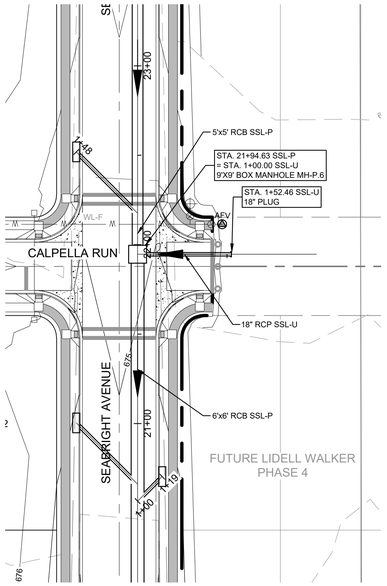
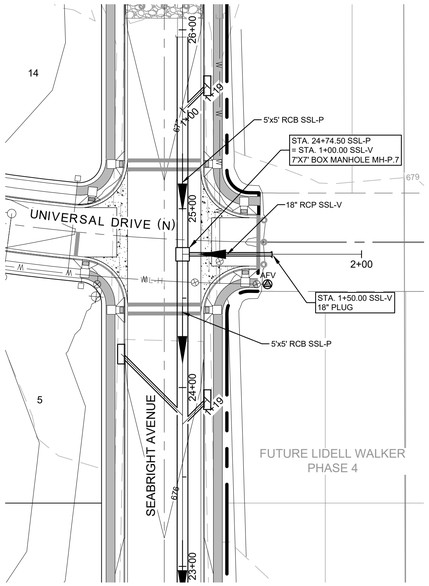
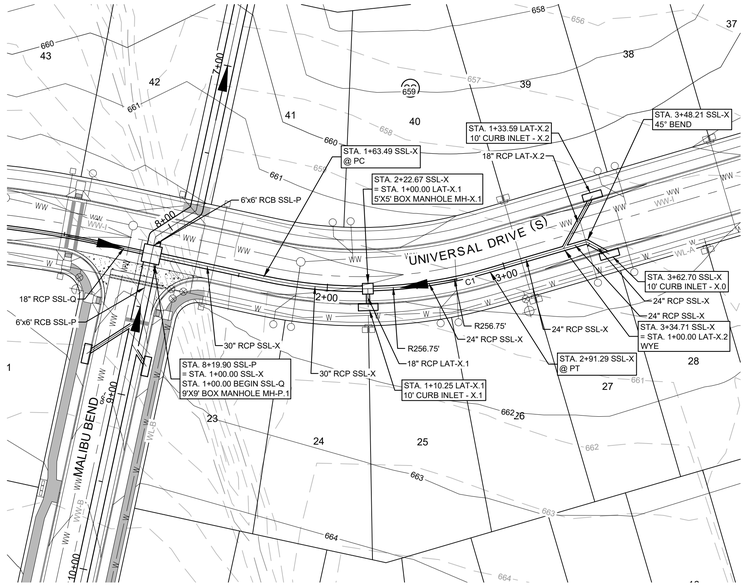
11/18/2024

SHEET 42 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-STRM-A.DWG DATE: 11/18/2024 10:46:46 AM BY: JHADLEY







CURVE DATA

NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	28° 31' 08"	65.25	256.75	127.80	126.48	S82° 46' 20.43"W

SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- 950 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 100YR GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

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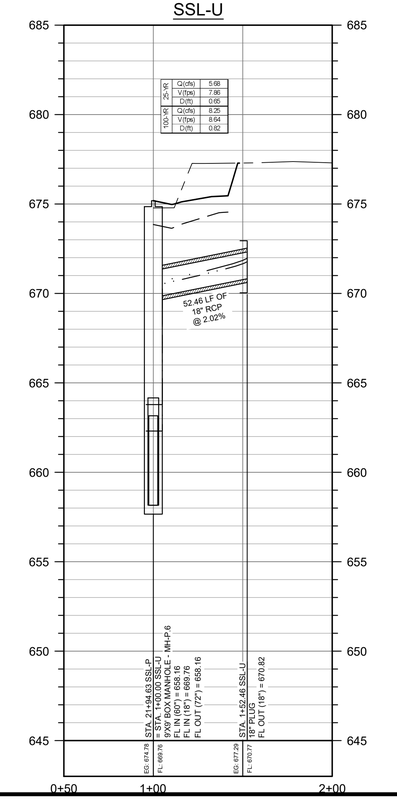
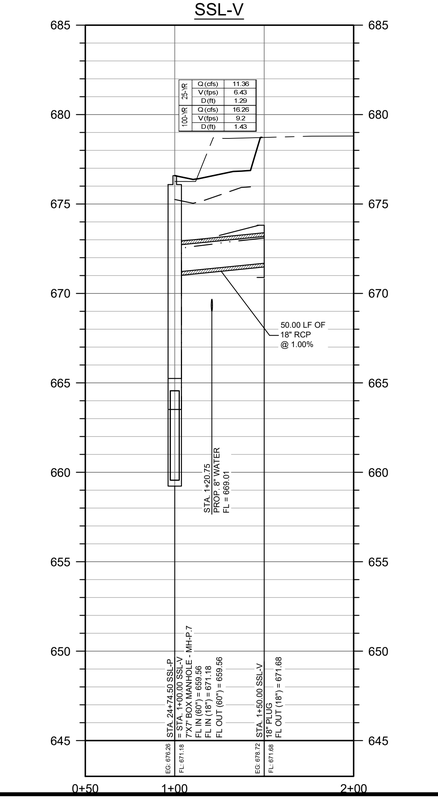
6. ALL RCP TO BE CLASS III UNLESS OTHERWISE NOTED.

SSL-U



SSL-V



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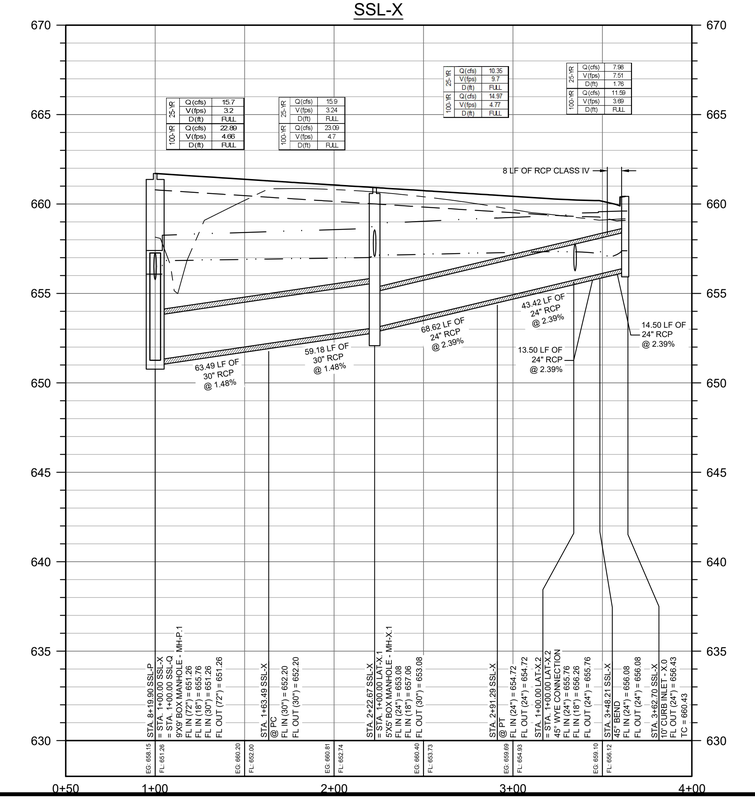

PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

SSL-U SSL-V SSL-X PLAN AND PROFILE
(1+00 TO END)

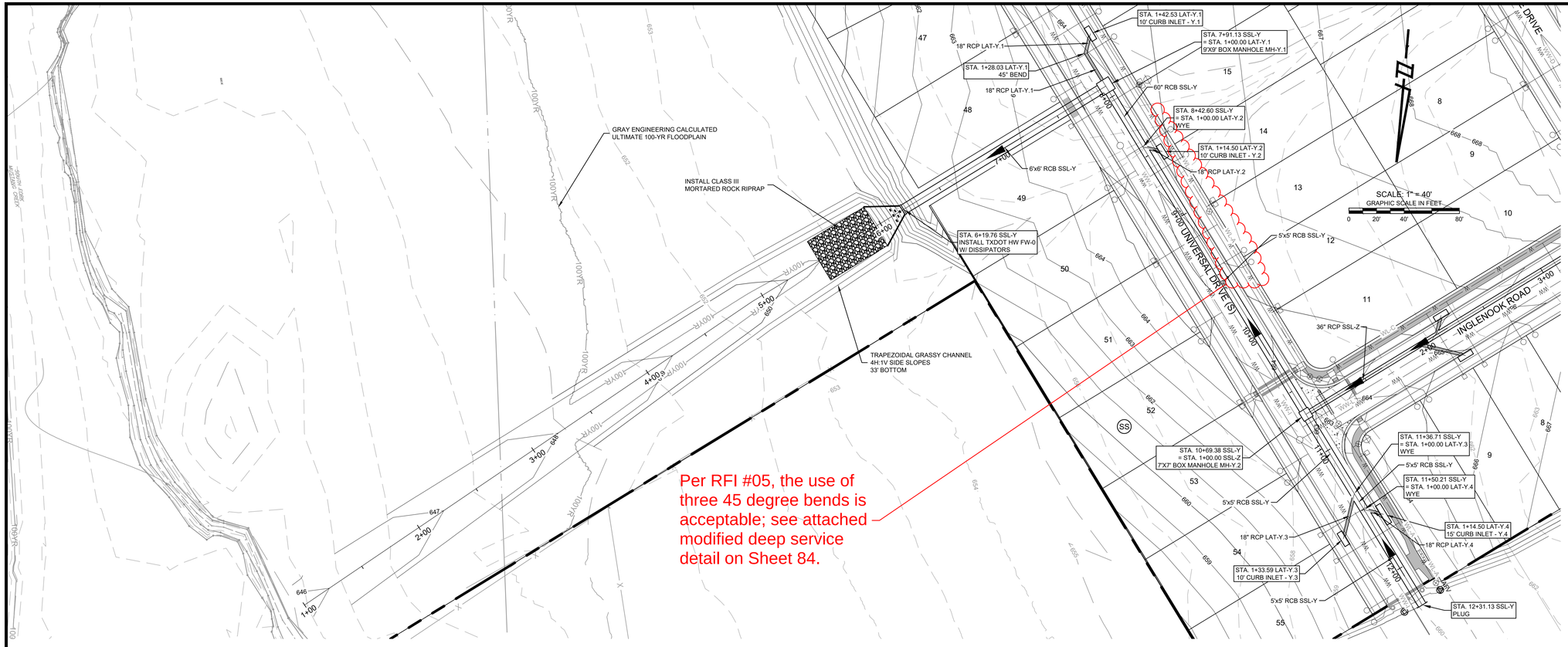
PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 43 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-CSTRM.8.DWG DATE: 11/18/2024 10:48:54 AM BY: JHADLEY



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- 950 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 100YR GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
1. ALL INLET WYE CONNECTIONS TO BE 45 DEGREES UNLESS OTHERWISE NOTED
2. ALL STORM LATERALS TO BE RCP UNLESS OTHERWISE NOTED.
3. ALL CURB INLETS TO BE 10' UNLESS OTHERWISE NOTED.
4. TYPICAL SD ASSIGNMENTS 5 FT. FROM STREET CENTERLINE, UNLESS OTHERWISE NOTED.
5. UTILITY CROSSING INFORMATION SHOWN HERE IN PROFILE IS FOR GENERAL REFERENCE. REFER TO THE APPROPRIATE UTILITY DESIGN SHEETS AND STANDARDS DETAILS FOR ADDITIONAL AND FINAL GRADE INFORMATION.
6. TOP OF MANHOLE, INLETS, PAVEMENT GRADES SHOWN FOR GENERAL REFERENCE, THE STREET DESIGN SHEETS (PLAN/PROFILE) TAKE PRECEDENCE FOR FINISHED GRADES
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PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

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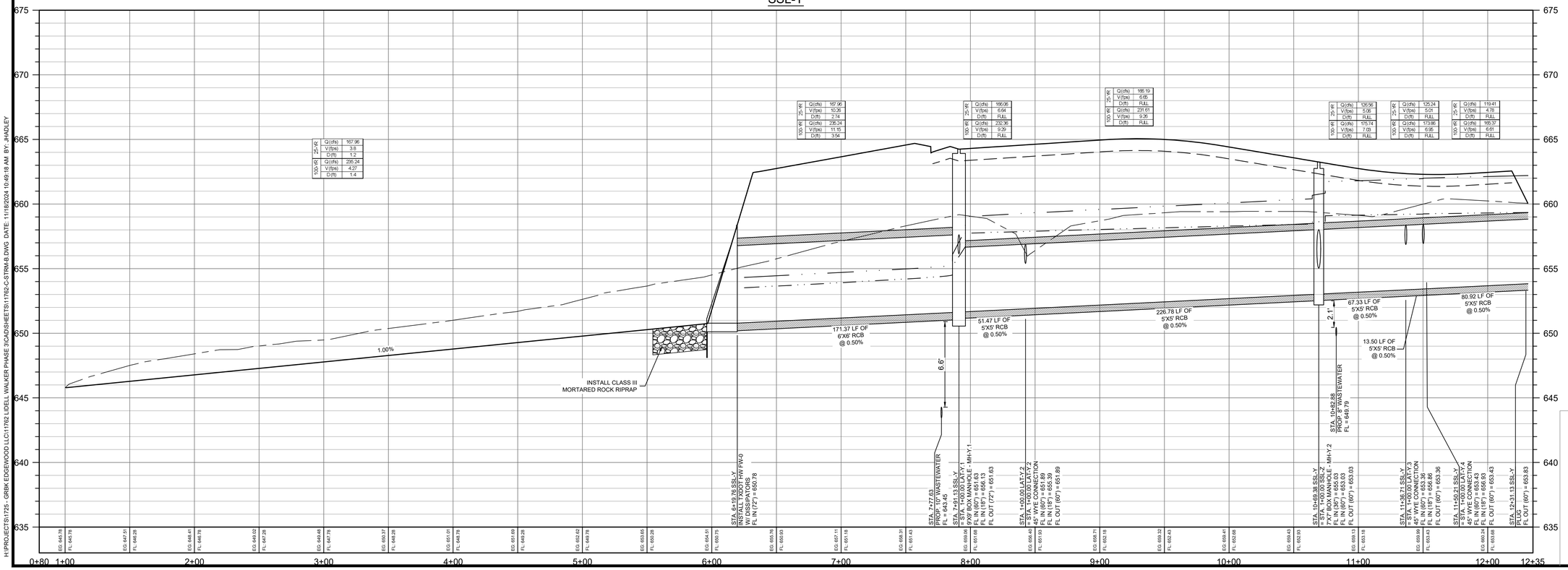
LIDELL WALKER PHASE 3

SSL-Y PLAN AND PROFILE
(1+00 TO END)



PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

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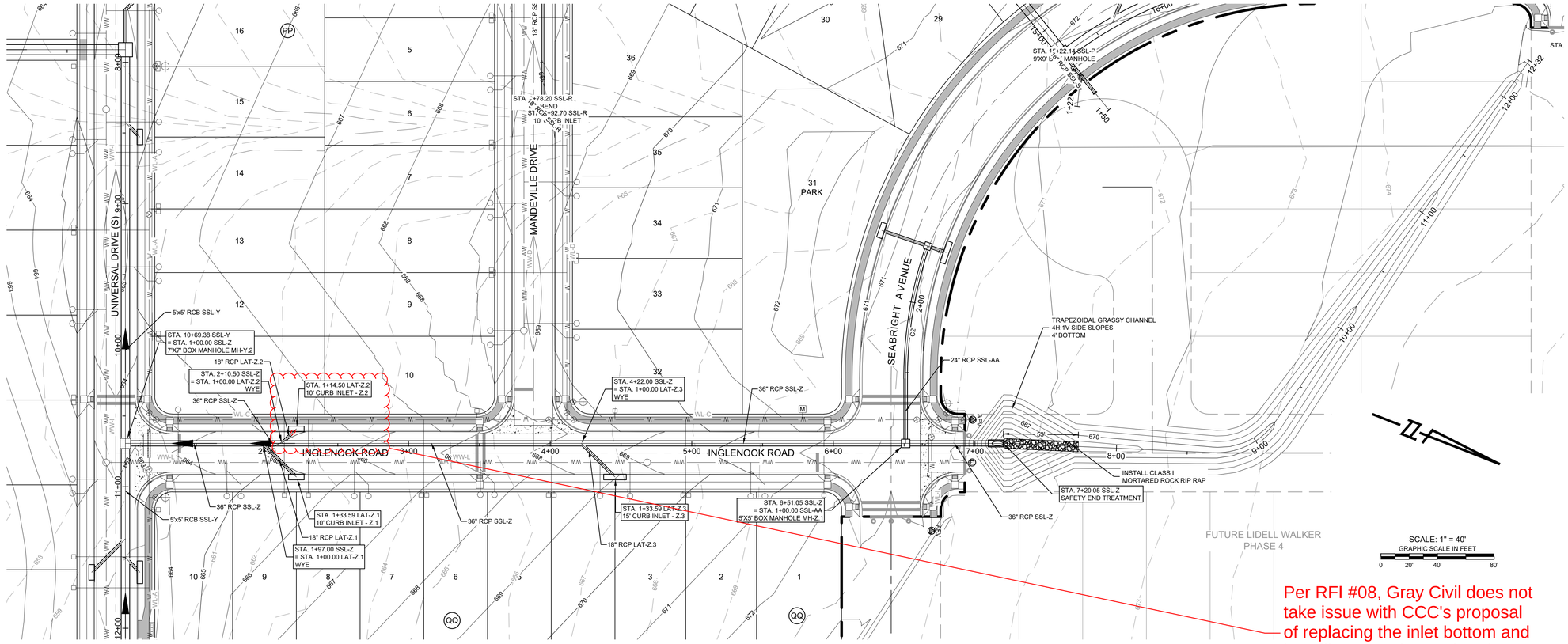
SHEET 44 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-STRM-B.DWG DATE: 11/18/2024 10:49:18 AM BY: JHADLEY



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- GRAY ENGINEERING CALCULATED ULTIMATE 100-YR FLOODPLAIN
- STORM SEWER FLOW DIRECTION
- PROPOSED MANHOLE
- PROPOSED BOX MANHOLE
- 10' CURB INLET
- 15' CURB INLET

NOTES:
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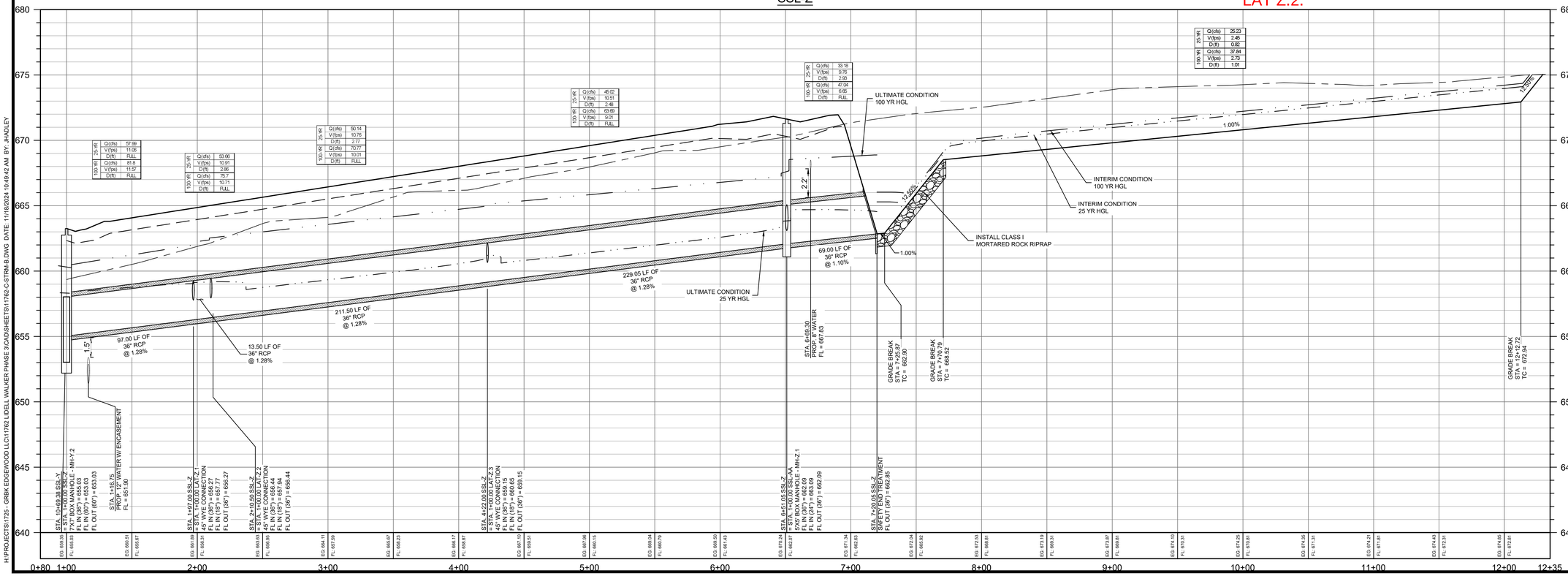
PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
- PROPOSED FILL
- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED JUNCTION BOX

Per RFI #08, Gray Civil does not take issue with CCC's proposal of replacing the inlet bottom and installing a 45 degree bend at LAT Z.2.

SSL-Z



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NO.	BY	DATE	REVISION DESCRIPTION

LIDELL WALKER PHASE 3

SSL-Z PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

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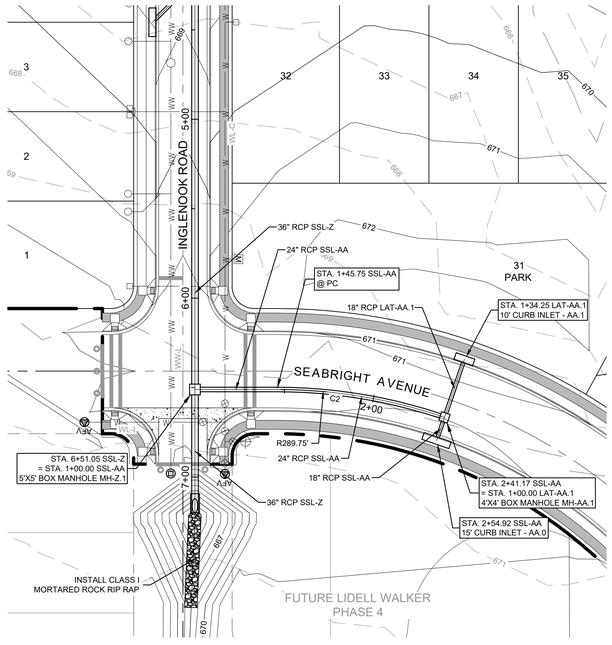
SHEET 45 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-STRM-B.DWG DATE: 11/18/2024 10:49:42 AM BY: BHADLEY

CURVE DATA						
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C2	18° 52' 06"	48.14	289.75	95.42	94.99	S77° 56' 49.07"W



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- 950 PROPOSED MAJOR CONTOUR
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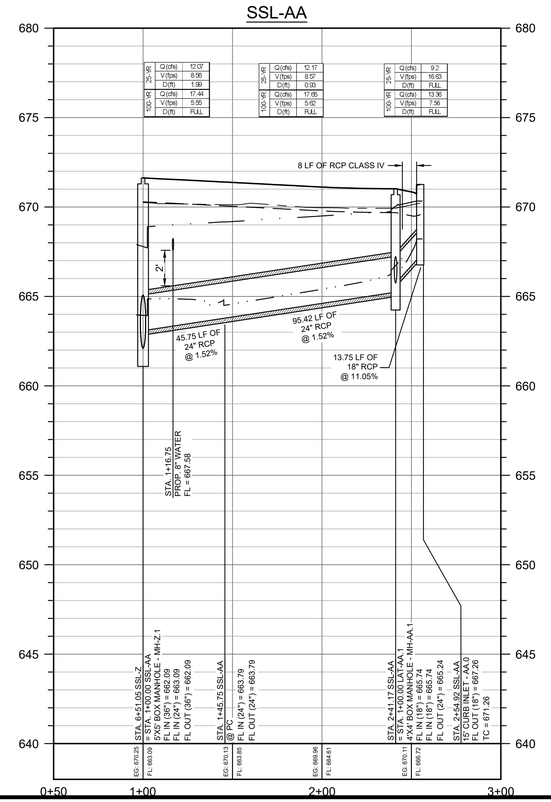
SSL-AA



PROFILE LEGEND

- PROPERTY GRADE LINE
- PROPOSED SUBGRADE
- EXISTING GROUND AT CENTERLINE
- 25YR HGL
- 100 YR HGL
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NO.	BY	DATE	REVISION DESCRIPTION

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LIDELL WALKER PHASE 3

SSL-AA PLAN AND PROFILE (1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

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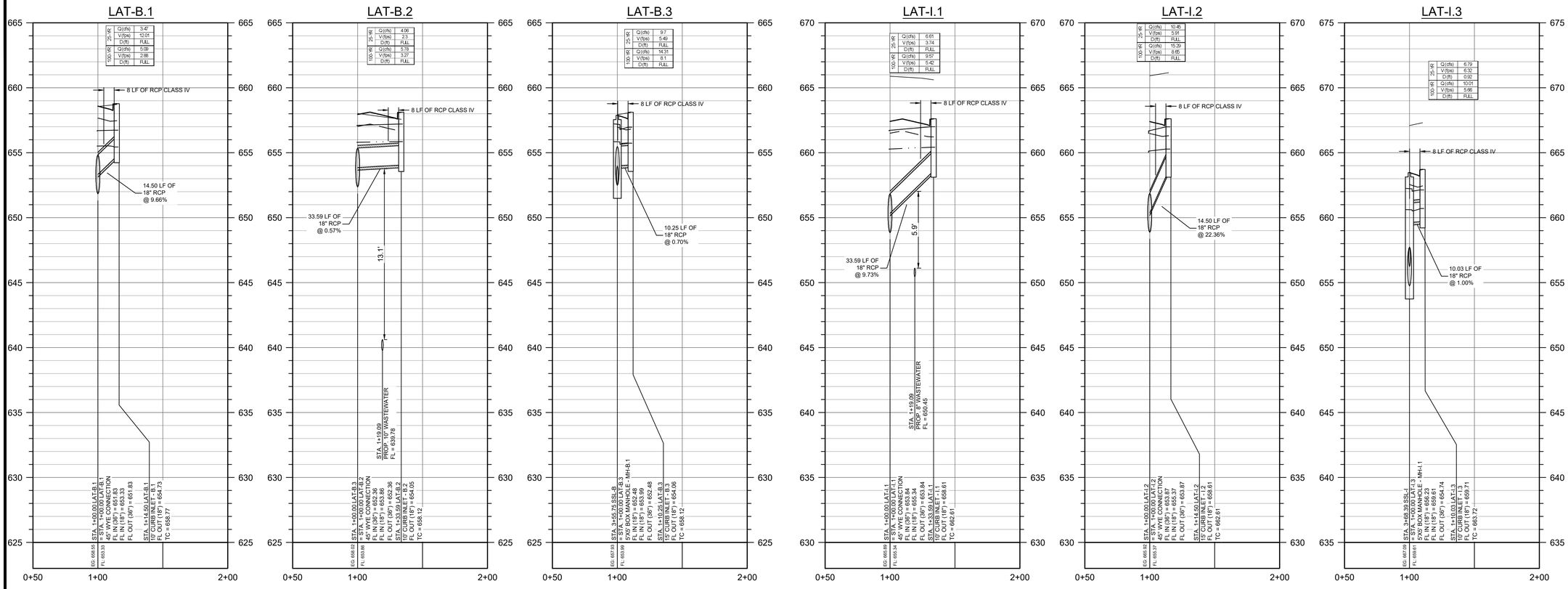
11/18/2024

SHEET 46 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-STRM-8.DWG DATE: 11/18/2024 10:50:08 AM BY: JHADLEY



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NO.	BY	DATE	REVISION DESCRIPTION

LIDELL WALKER PHASE 3

LATS (1 OF 4)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

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SHEET 47 OF 89

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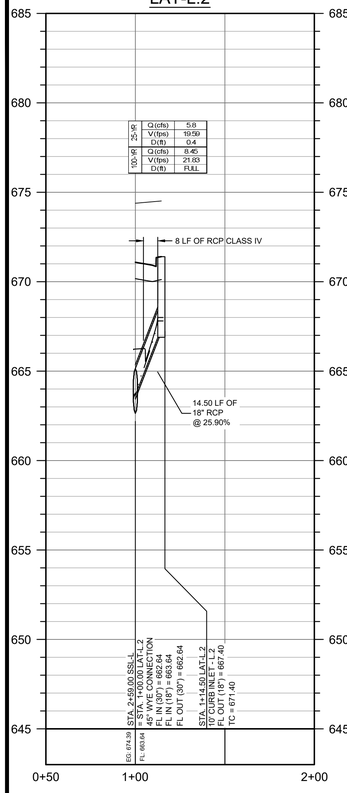
LAT-L.2



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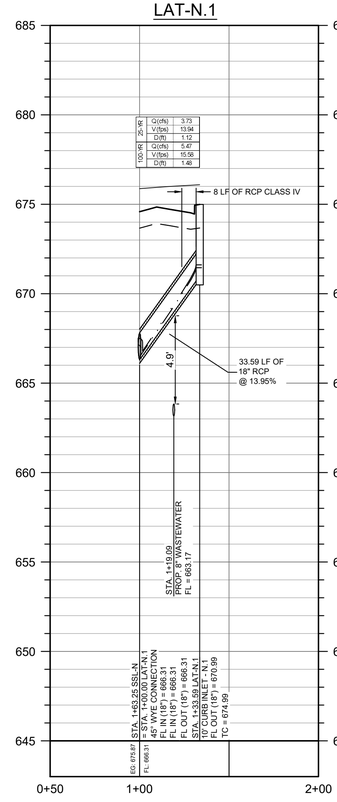

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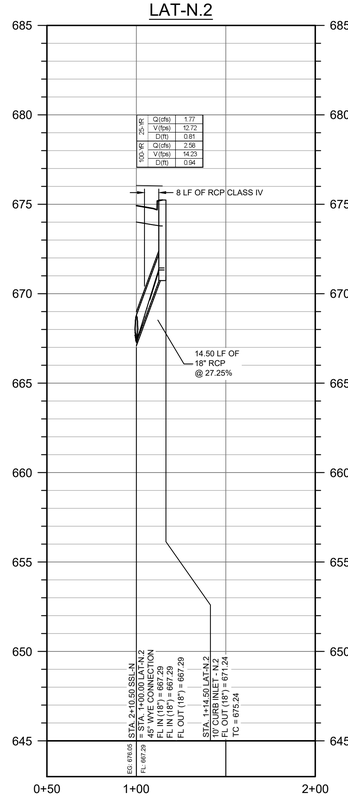

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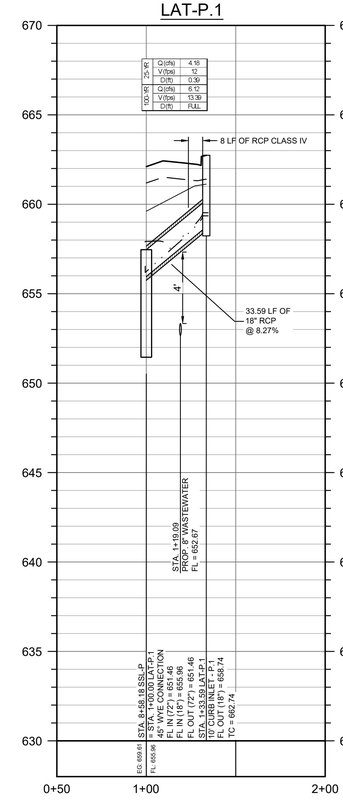

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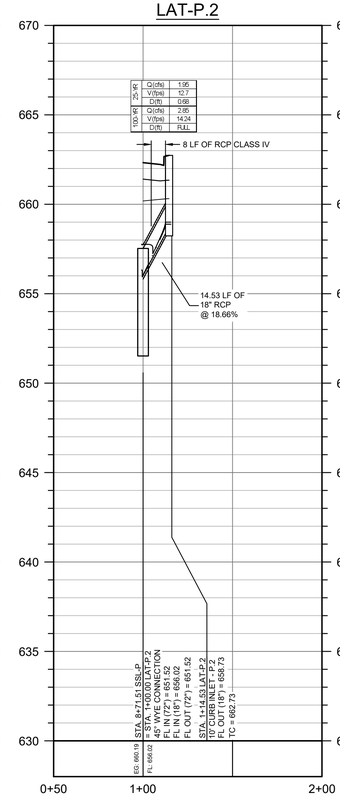

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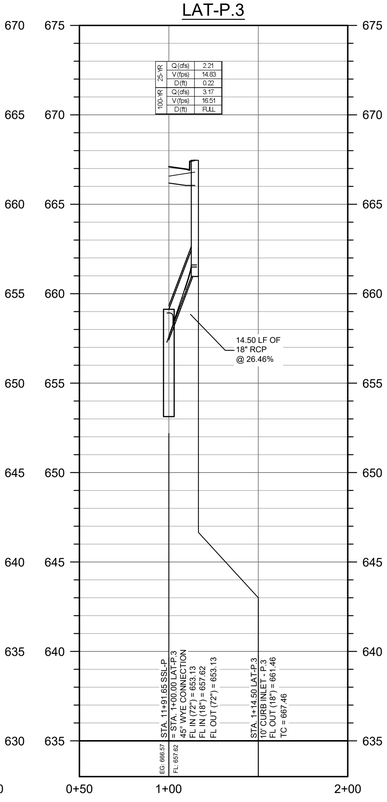

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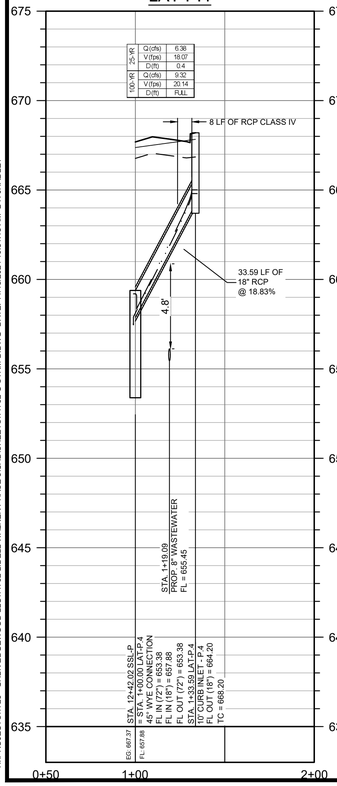

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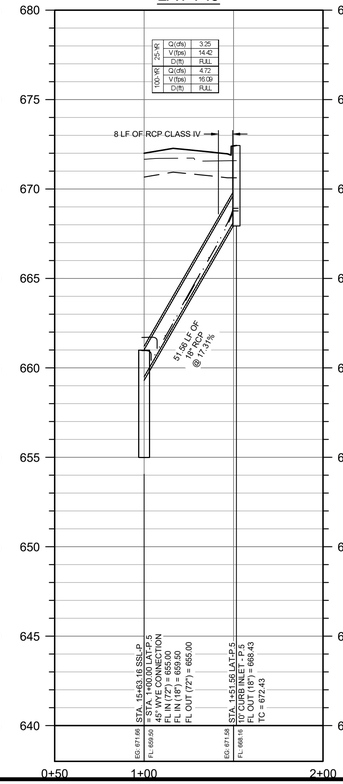

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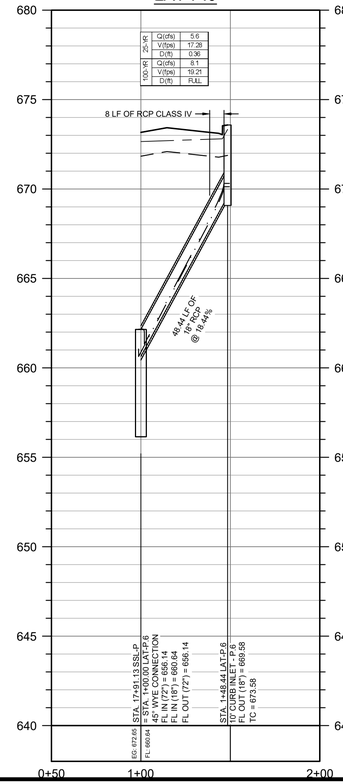

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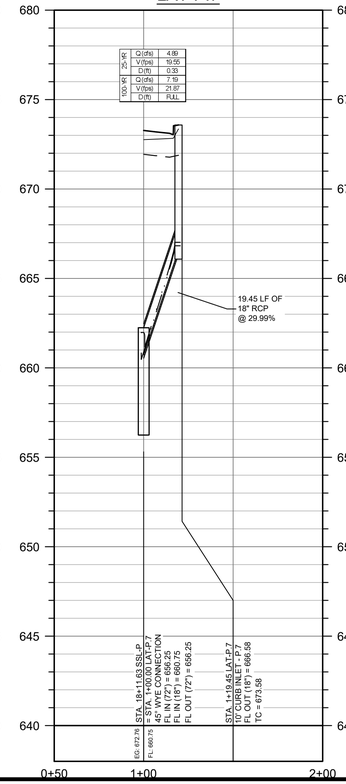

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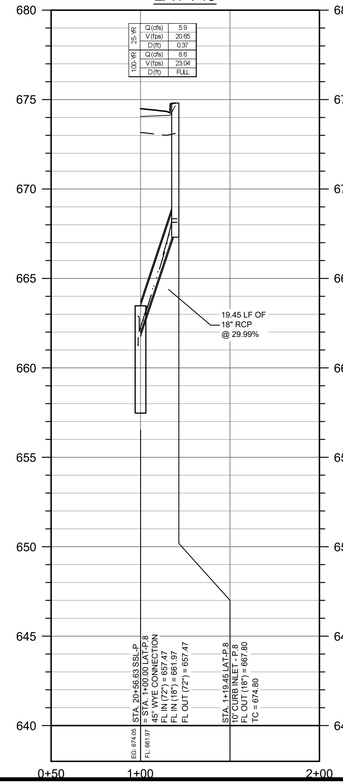

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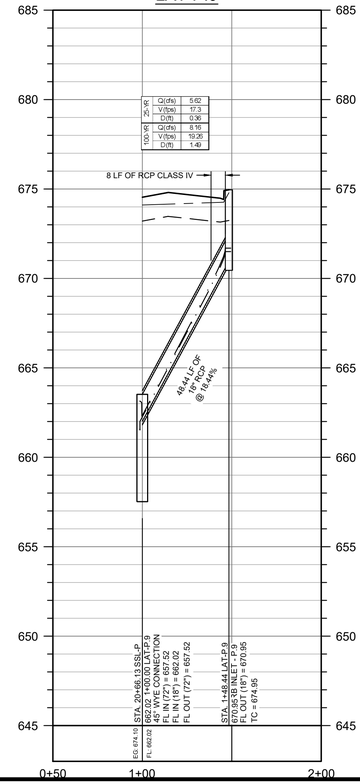

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GRAY ENGINEERING

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LIDELL WALKER PHASE 3

LATS (2 OF 4)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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AUSTIN R. SEIFERT
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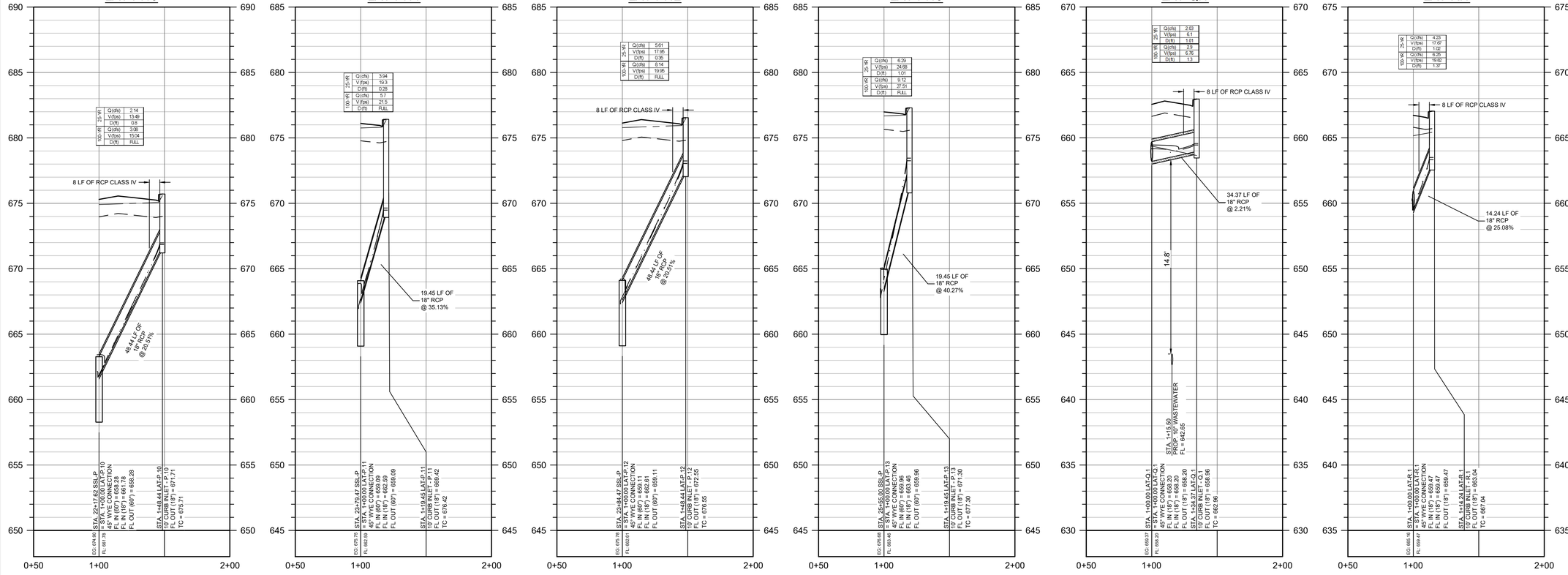
11/18/2024

SHEET 48 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-CSTRM-8.DWG DATE: 11/18/2024 10:51:18 AM BY: JHADLEY



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LIDELL WALKER PHASE 3

LATS (3 OF 4)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

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11/18/2024

SHEET 49 OF 89

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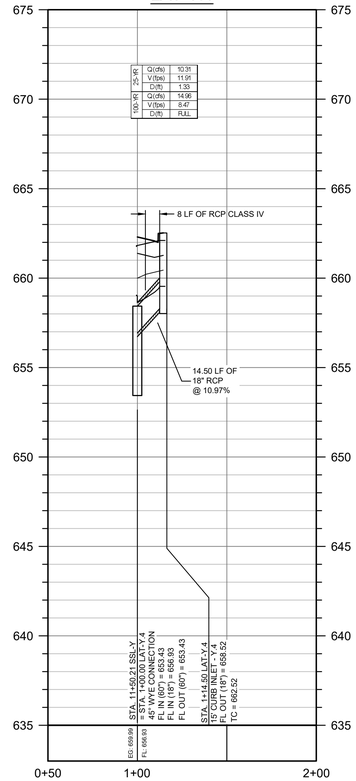

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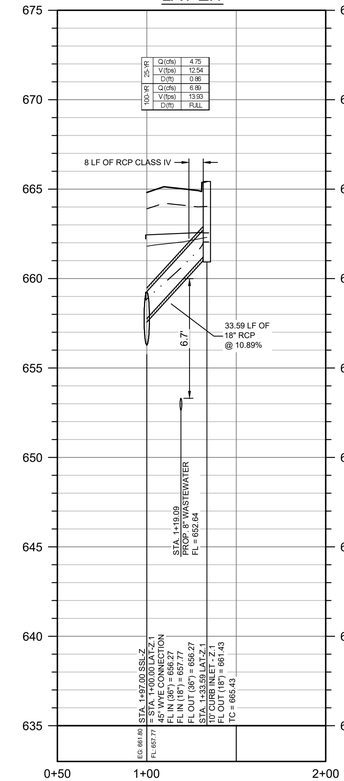

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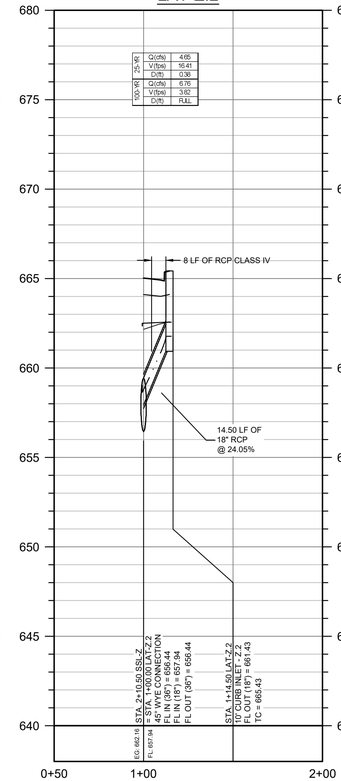

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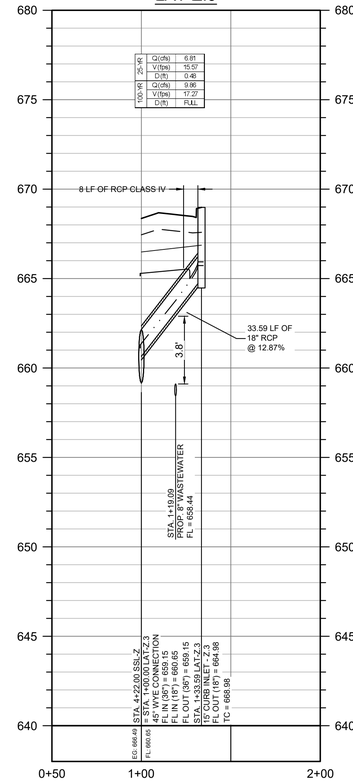

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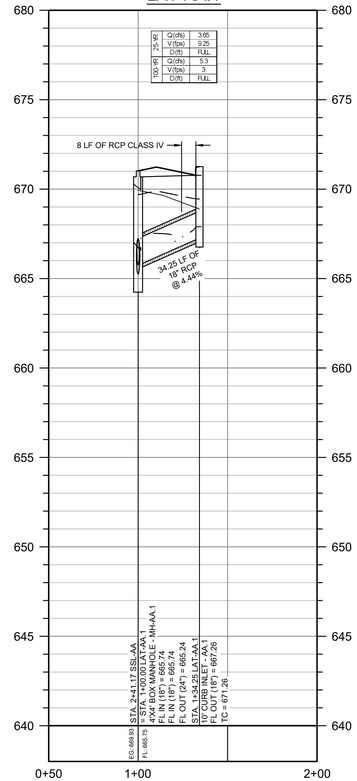

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LIDELL WALKER PHASE 3

LATS (4 OF 4)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

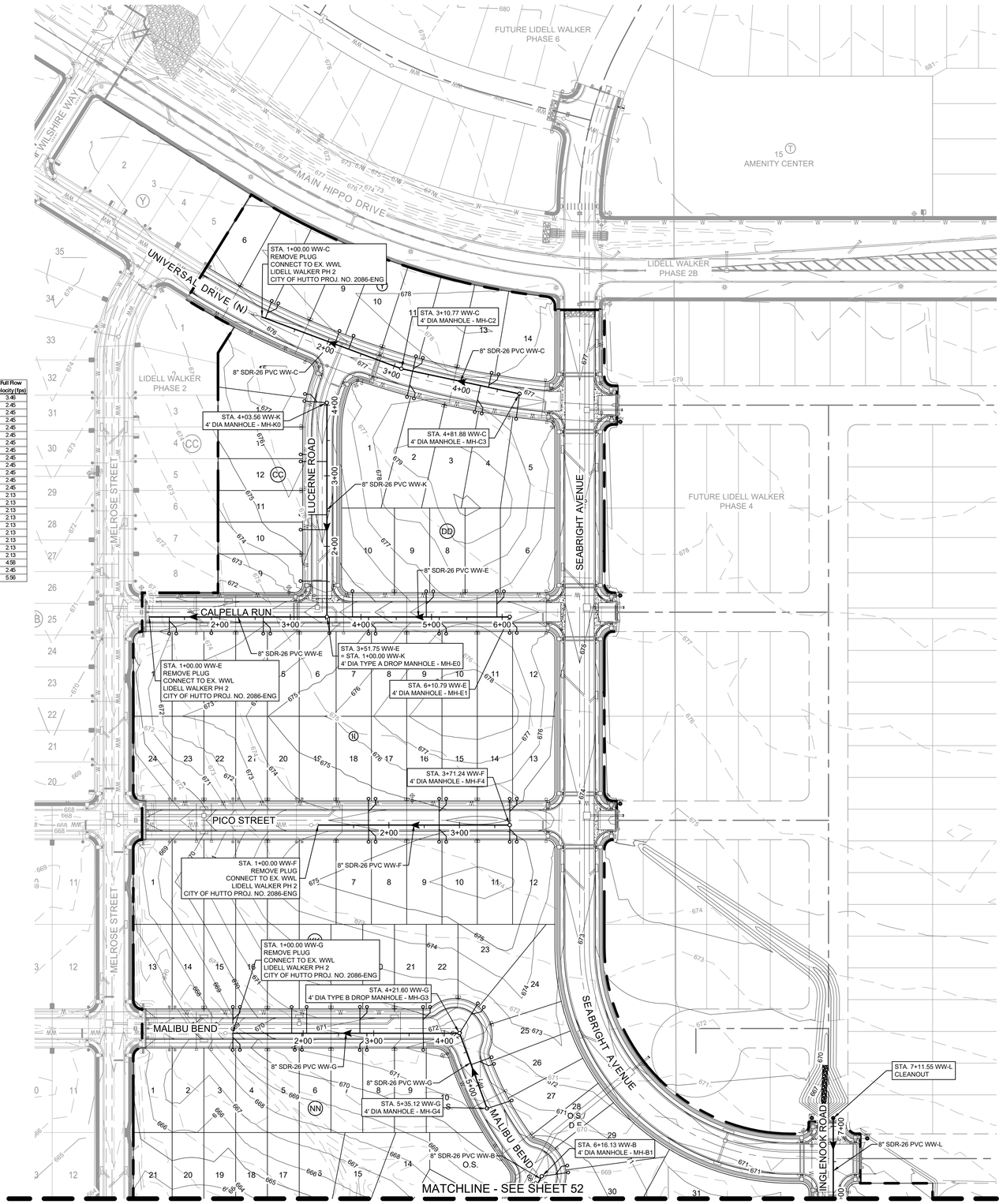
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 50 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-STRM-B.DWG DATE: 11/18/2024 10:52:27 AM BY: JHADLEY

Line	MH	Pipe Size (in)	Upstream Slope (%)	Station	SF LUEs	Other LUEs	Upstream LUEs	Total LUEs	Area (AC)	Upstream Area (AC)	Total Area (AC)	F	I/I (GPM)	Peaking Factor	PDWF (gpm)	Depth of PDWF (in)	PDWF % Full	PDWF Velocity	PWWF (gpm)	Depth of PWWF (in)	PWWF % Full	PWWF Velocity	Full Flow Velocity (fps)
B	MH-B0	8	1.00%	3+85	5	0	0	5	1.8	0	1.8	0.97	0.94	4.39	4.27	0.5	6.3	1.03	5.20	0.6	6.9	1.09	3.46
	MH-I3	8	0.50%	1+00	0	0	20	20	0.35	1.8	2.15	3.89	1.12	4.26	16.66	1.1	14.2	1.23	17.78	1.2	14.7	1.25	2.45
C	MH-C2	8	0.50%	3+10.77	8	0	0	8	1.8	0	1.8	1.56	0.94	4.36	6.78	0.7	9.3	0.65	7.72	0.8	9.8	0.97	2.45
	MH-C1	8	0.50%	0+91	4	0	8	12	0.88	1.8	2.68	2.33	1.40	4.33	10.10	0.9	11.2	1.05	11.50	1	11.9	1.09	2.45
D	MH-D1	8	0.50%	2+02.43	14	0	0	14	3.06	0	3.06	2.72	1.59	4.32	11.75	1	12	1.1	13.34	1	12.8	1.15	2.45
	MH-I0	8	0.50%	1+00	1	0	14	15	0.34	3.06	3.4	2.92	1.77	4.31	12.57	1	12.4	1.13	14.34	1.1	13.2	1.17	2.45
E	MH-E0	8	1.30%	3+51.75	11	0	0	11	2.32	0	2.32	2.14	1.21	4.34	9.27	0.7	8.5	1.44	10.48	0.9	11.4	1.06	2.45
	MH-B1	8	0.50%	6+56.75	6	0	19	25	1.13	4.02	5.15	4.86	2.68	4.26	20.70	1.3	15.8	1.3	23.39	1.3	16.7	1.35	2.45
F	MH-F4	8	0.50%	3+71.24	12	0	0	12	2.4	0	2.4	2.33	1.25	4.33	10.10	0.9	11.2	1.05	11.35	0.9	11.8	1.09	2.45
G	MH-G3	8	0.50%	4+21.60	5	0	0	5	1.21	0	1.21	0.97	0.63	4.39	4.27	0.6	7.5	0.81	4.90	0.6	7.9	0.85	2.45
	MH-G2	8	0.50%	0+91	15	0	5	20	2.29	1.21	3.5	3.89	1.82	4.28	16.66	1.1	14.2	1.23	18.48	1.2	14.9	1.26	2.45
H	MH-H3	8	0.50%	2+67.47	6	0	0	6	1.402	0	1.4	1.17	0.73	4.38	5.11	0.6	8.1	0.66	5.84	0.7	8.6	0.9	2.45
	MH-H2	8	0.50%	0+91	8	0	6	14	1.14	1.402	2.54	2.72	1.32	4.32	11.75	1	12	1.1	13.07	1	12.6	1.14	2.45
I	MH-I7	10	0.28%	16+75.42	3	0	303	306	0.68	77.2	77.88	59.50	40.56	3.78	224.95	4.6	45.9	2.05	265.51	5.1	50.6	2.14	2.13
	MH-I6	10	0.28%	14+25.87	9	0	394	403	1.7	77.88	79.58	76.42	41.45	3.71	283.23	5.3	52.6	2.17	334.65	5.7	57.2	2.24	2.13
	MH-I5	10	0.28%	12+43.69	4	0	393	397	0.8	79.58	80.38	77.19	41.85	3.70	285.88	5.3	52.9	2.18	327.74	5.8	57.6	2.25	2.13
	MH-I4	10	0.28%	10+75.29	7	0	397	404	1.42	80.38	81.8	78.56	42.60	3.70	290.49	5.3	53.4	2.18	333.10	5.8	58.2	2.25	2.13
	MH-I3	10	0.28%	10+02.10	2	0	424	426	0.47	81.8	82.27	82.03	42.85	3.68	304.95	5.5	55	2.21	347.80	6	59.6	2.28	2.13
	MH-I2	10	0.28%	9+00.28	2	0	446	448	0.45	82.27	82.72	87.11	43.08	3.67	319.31	5.7	56.6	2.23	362.90	6.1	61.4	2.3	2.13
	MH-I1	10	0.28%	8+13.67	2	0	448	450	0.83	82.72	83.55	87.50	43.52	3.66	320.61	5.7	56.8	2.24	364.13	6.2	61.6	2.3	2.13
	MH-I0	10	0.28%	4+16.16	14	0	450	464	2.6	83.55	86.15	90.22	44.87	3.65	329.70	5.8	57.8	2.25	374.57	6.3	62.8	2.31	2.13
	MH-A2	10	0.28%	0+31.72	13	0	464	477	2.36	86.15	88.51	92.75	46.10	3.65	338.12	5.9	58.7	2.26	384.22	6.4	63.9	2.32	2.13
K	MH-E0	8	1.75%	3+51.75	8	0	0	8	1.7	0	1.7	1.56	0.89	4.36	6.78	0.6	6.9	1.44	7.67	0.6	7.3	1.49	4.58
L	MH-U0	8	0.50%	4+62.05	2	0	68	70	0.31	13.25	13.56	13.61	7.06	4.11	56.00	2.1	25.8	1.75	63.07	2.2	27.5	1.81	2.45
	MH-I7	8	2.58%	1+00	8	0	70	78	0.51	14.03	14.54	15.17	7.57	4.10	62.12	1.4	18	3.21	69.69	1.5	19	3.33	5.56



SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

* ALL WASTEWATER SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

NOTE:

1. TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADES PRIOR TO ACCEPTANCE OF WORK.
2. CORE EXISTING MANHOLE, INSERT GASKET AND PROVIDE PRECO GROUT SEAL INSIDE AND OUR, OR APPROVED EQUAL.
3. ALL WASTEWATER LINES SHALL BE PVC SDR-26 CONFORMING TO ASTM D3034 WITH MINIMUM PIPE STIFFNESS OF 115 PSI AS DETERMINED BY ASTM D2412.
4. AT ALL WATERLINE CROSSINGS, WASTEWATER MAIN SHALL BE ASTM 2241, SDR-26 CLASS 160 OR BETTER PVC FOR MINIMUM 20 FEET CENTERED ON THE WATERLINE.
5. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
6. ALL WASTEWATER PIPES SHALL BE SDR-26 PVC MATERIAL.
7. ALL MANHOLES AND WATER VALVES SHALL NOT BE INSTALLED UNDER OR IN THE CONCRETE CURB OR VALLEY GUTTER.

8834 N. Capital of Texas Hwy.
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TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL WASTEWATER PLAN (1 OF 2)

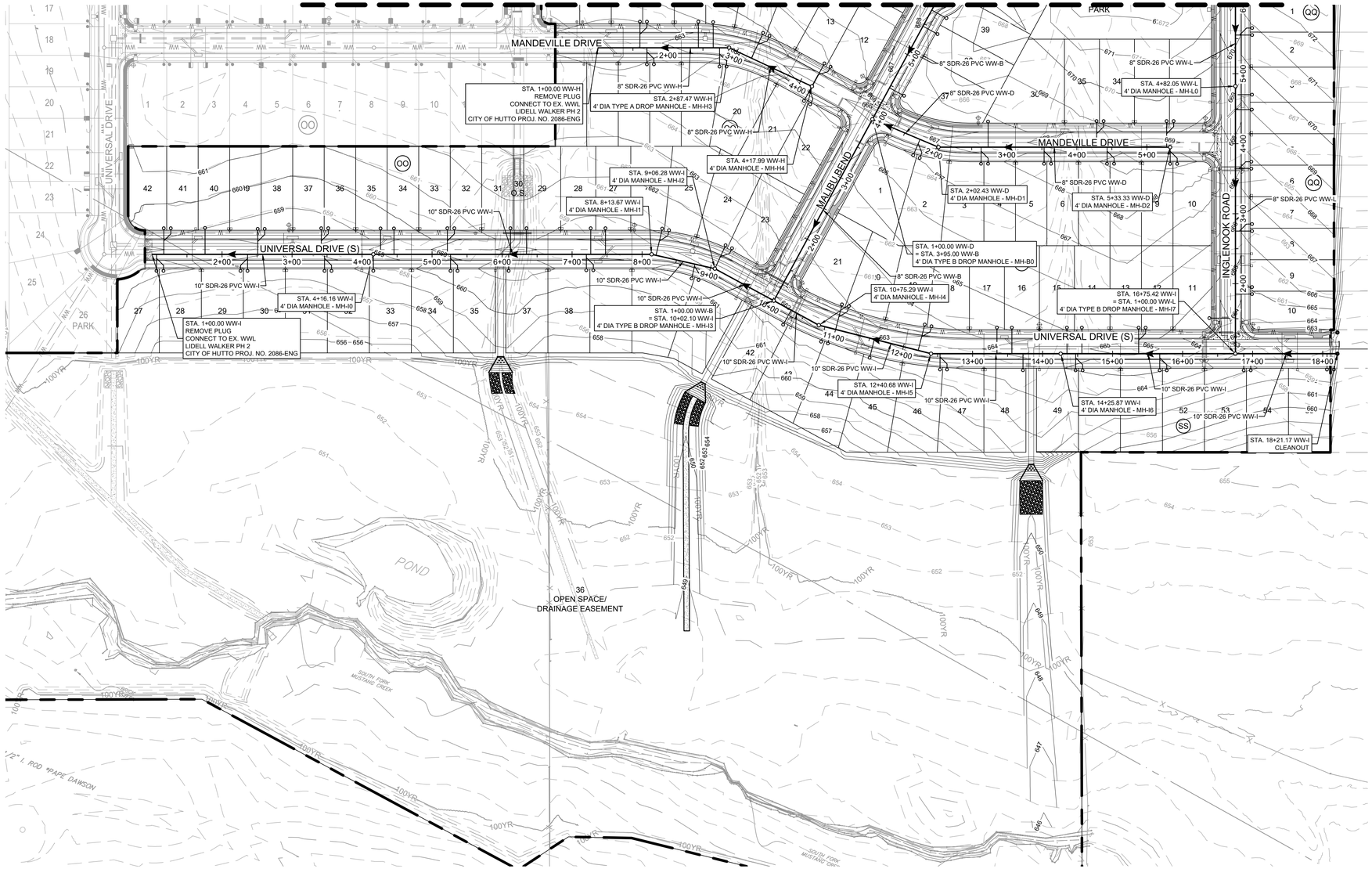
PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 51 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR-O.DWG DATE: 11/18/2024 10:53:26 AM BY: JHADLEY



SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL WASTEWATER PLAN
(2 OF 2)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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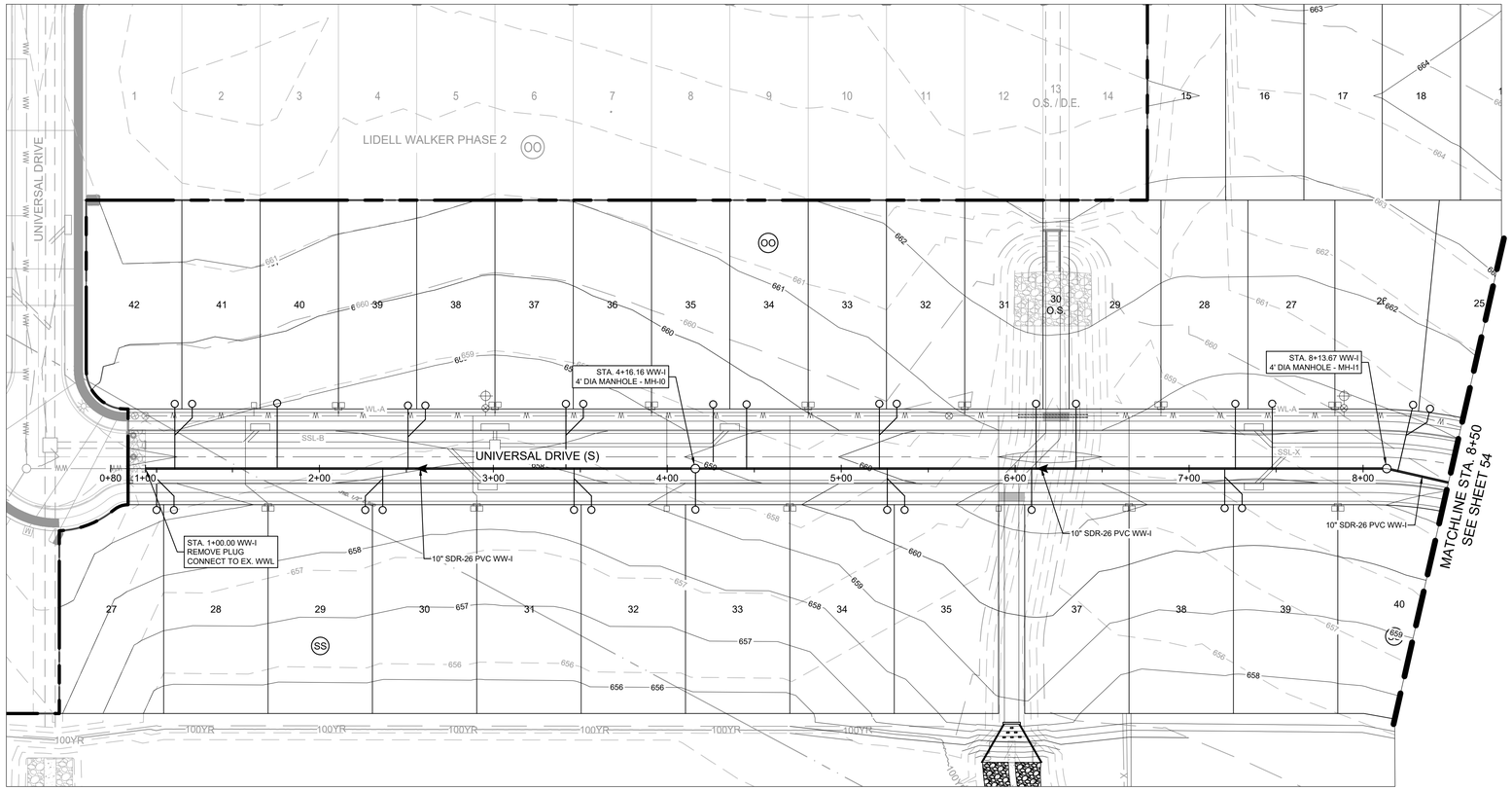
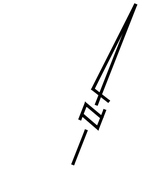
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 52 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR-O.DWG DATE: 11/18/2024 10:53:42 AM BY: JHADLEY





SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

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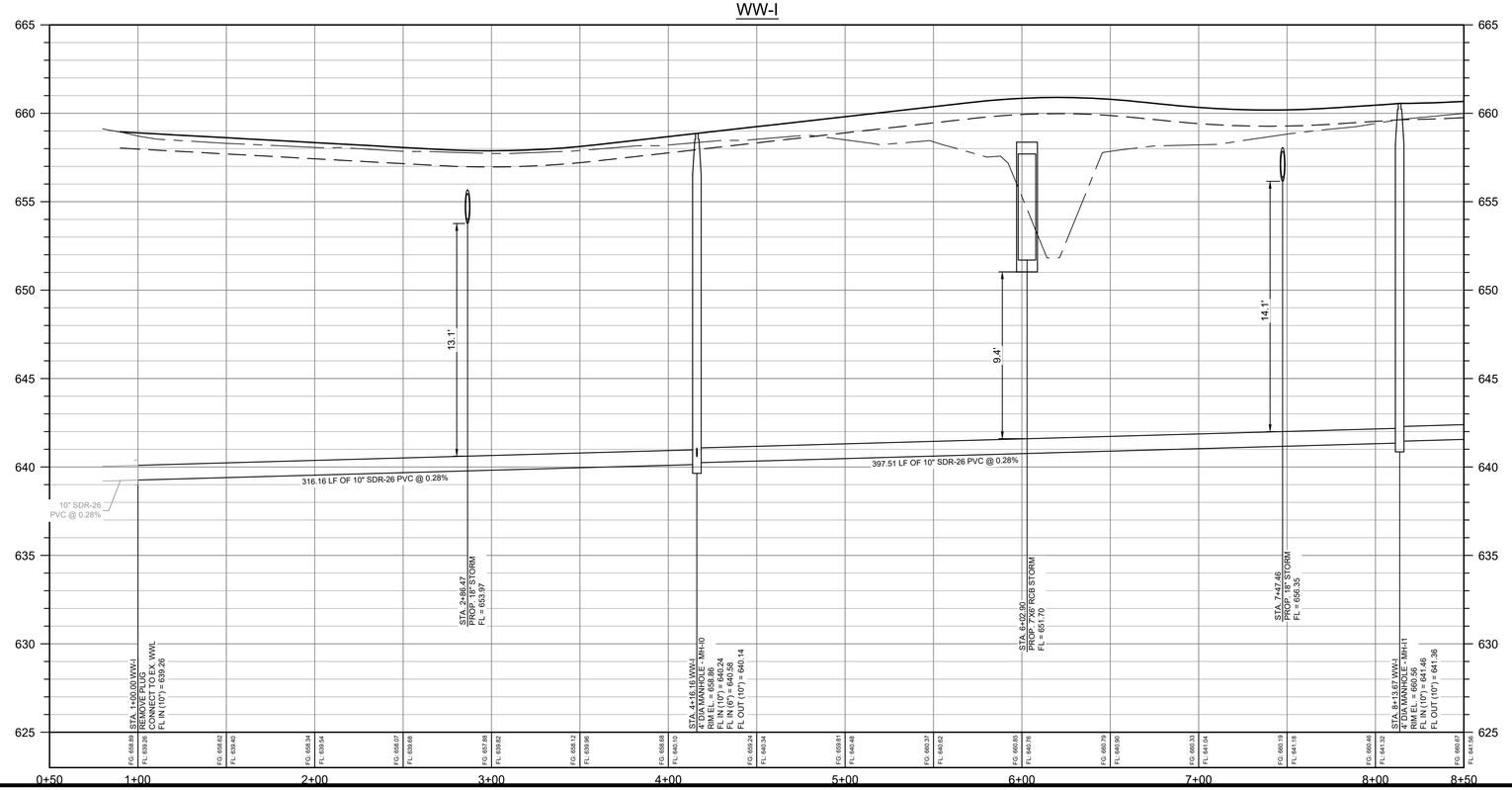
WW-I



PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
- PROPOSED FILL
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WW-I PLAN AND PROFILE
(1+00 TO 8+50)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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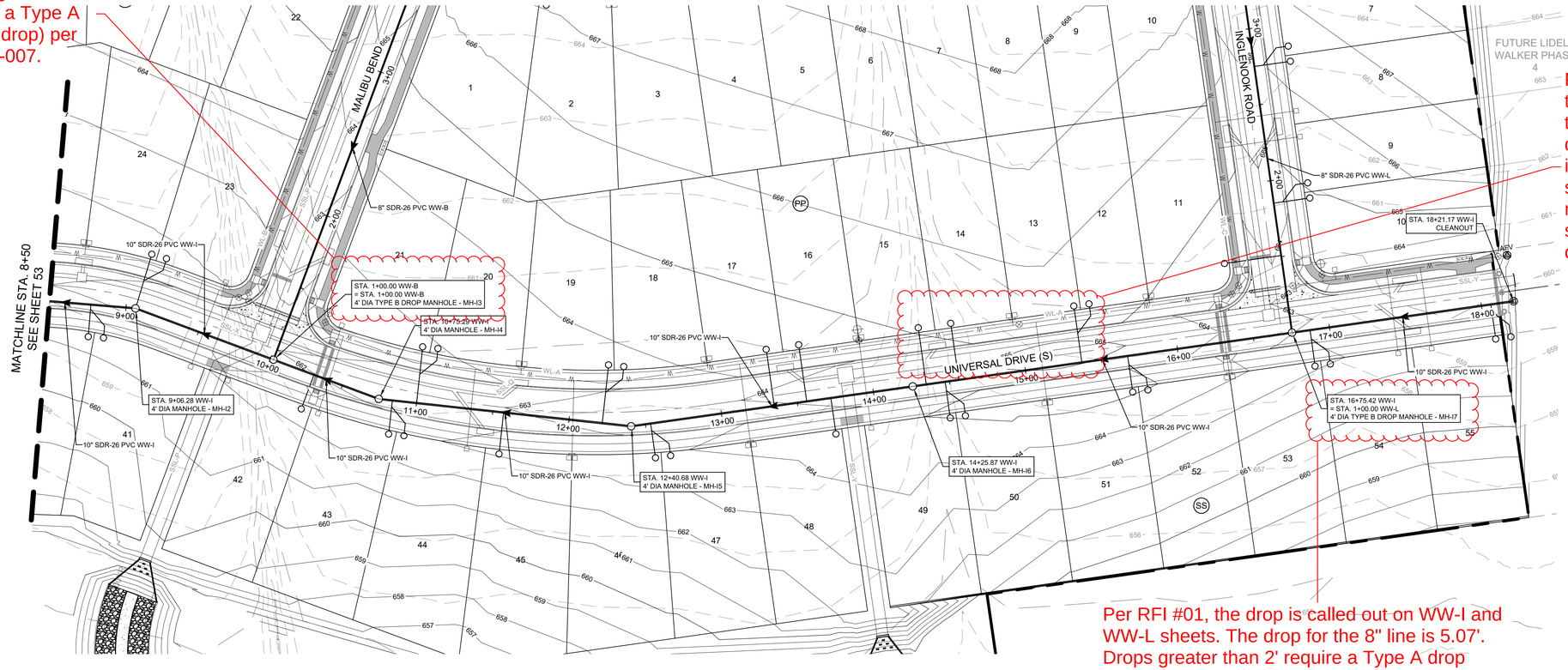
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 53 OF 89

H:\PROJECTS\1725 - CRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 10:55:26 AM BY: JHADLEY

Per RFI #01, the drop is 10.26'. Drops greater than 2' require a Type A drop (external drop) per detail CH-WW-007.



Per RFI #05, the use of three 45 degree bends is acceptable; see attached modified deep service detail on Sheet 84.

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
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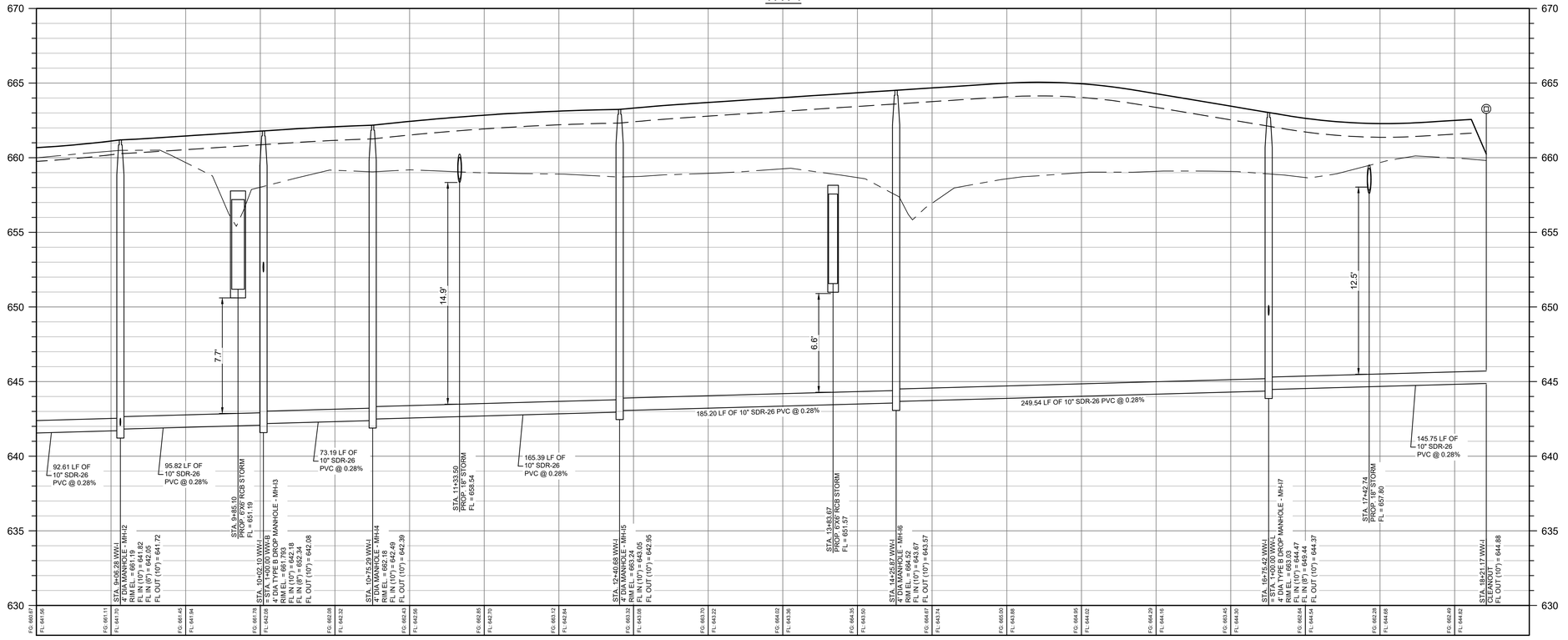
Per RFI #01, the drop is called out on WW-I and WW-L sheets. The drop for the 8" line is 5.07'. Drops greater than 2' require a Type A drop (external drop) per detail CH-WW-007.

WW-I



PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
- PROPOSED FILL
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WW-I PLAN AND PROFILE
(8+50 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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STATE OF TEXAS
AUSTIN R. SEIFERT
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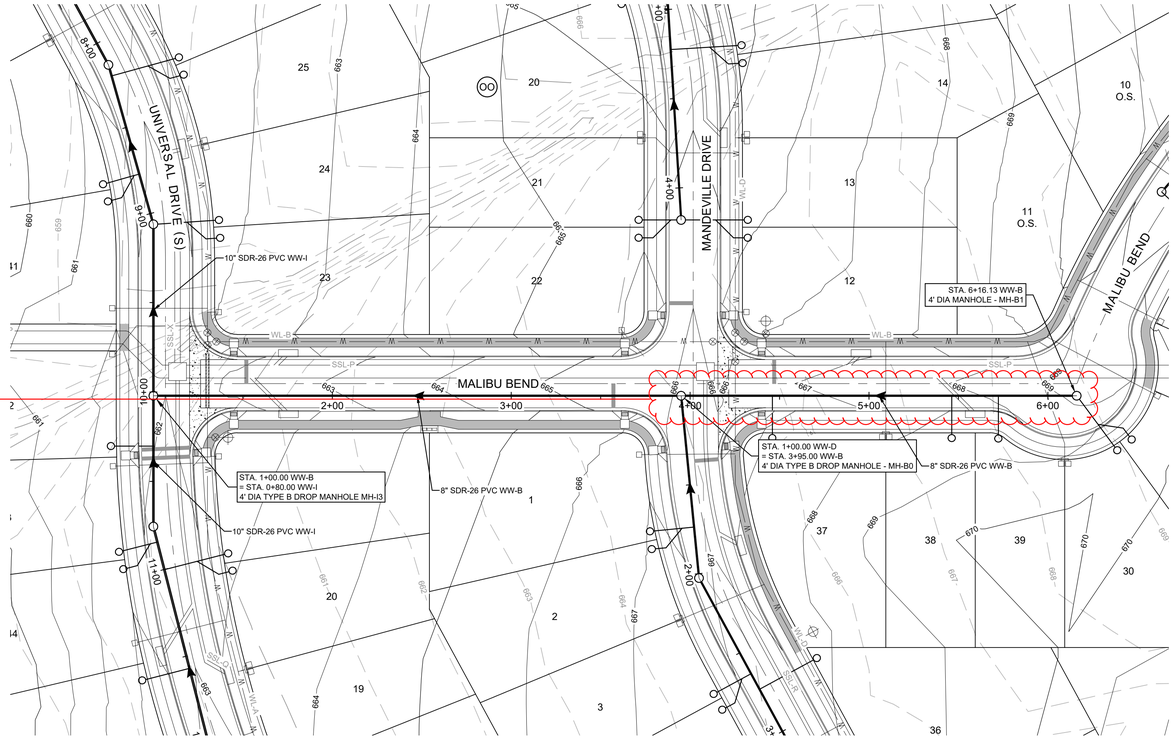
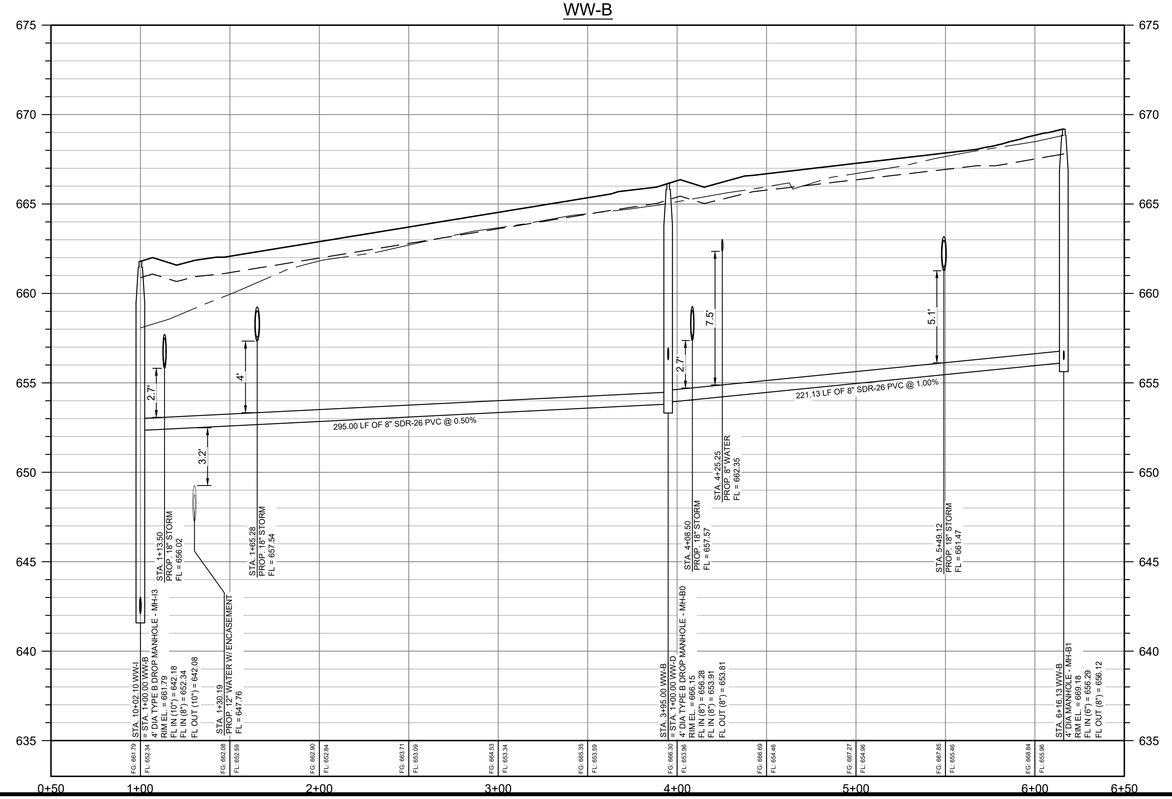
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

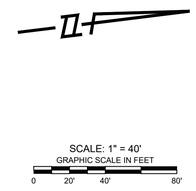
SHEET 54 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSMR.DWG DATE: 11/18/2024 10:56:10 AM BY: JHADLEY

RFI #01, we can eliminate the drop and increase the slope between MH B0 and MH B1.







LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

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NOTE:

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PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
- PROPOSED FILL
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WW-B PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

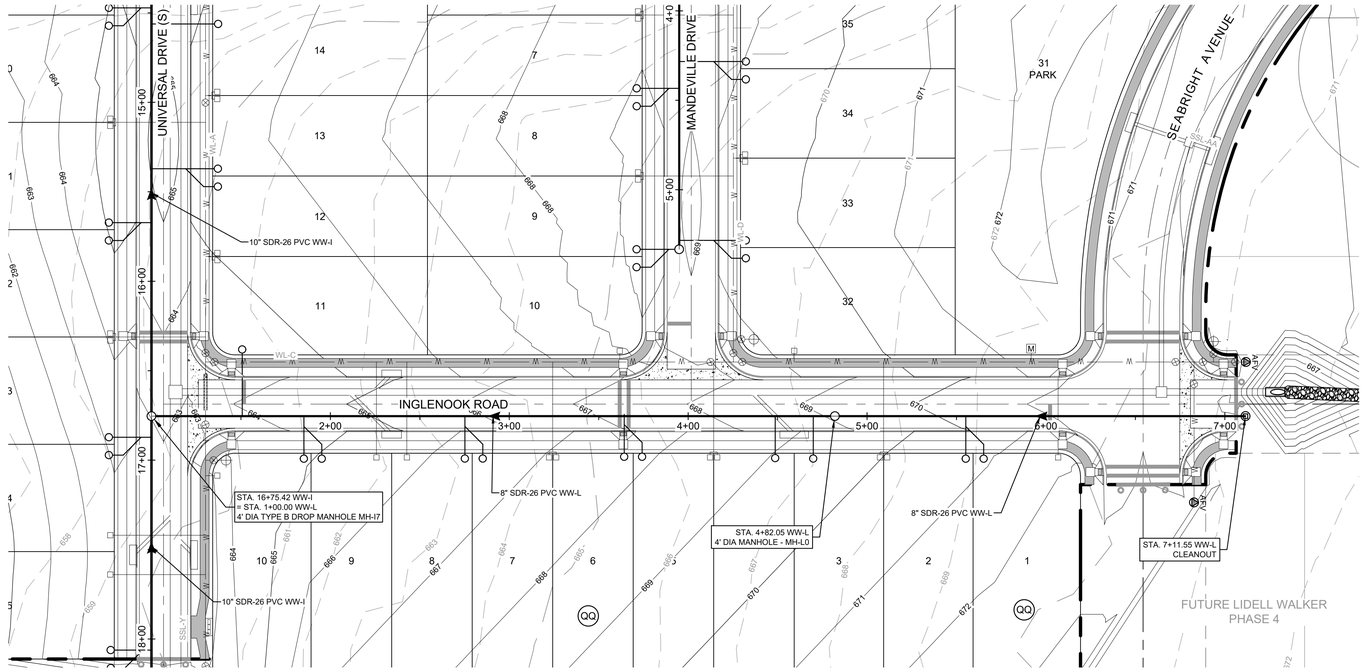
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 55 OF 89

H:\PROJECTS\1725 - CRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 10:56:56 AM BY: JHADLEY



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

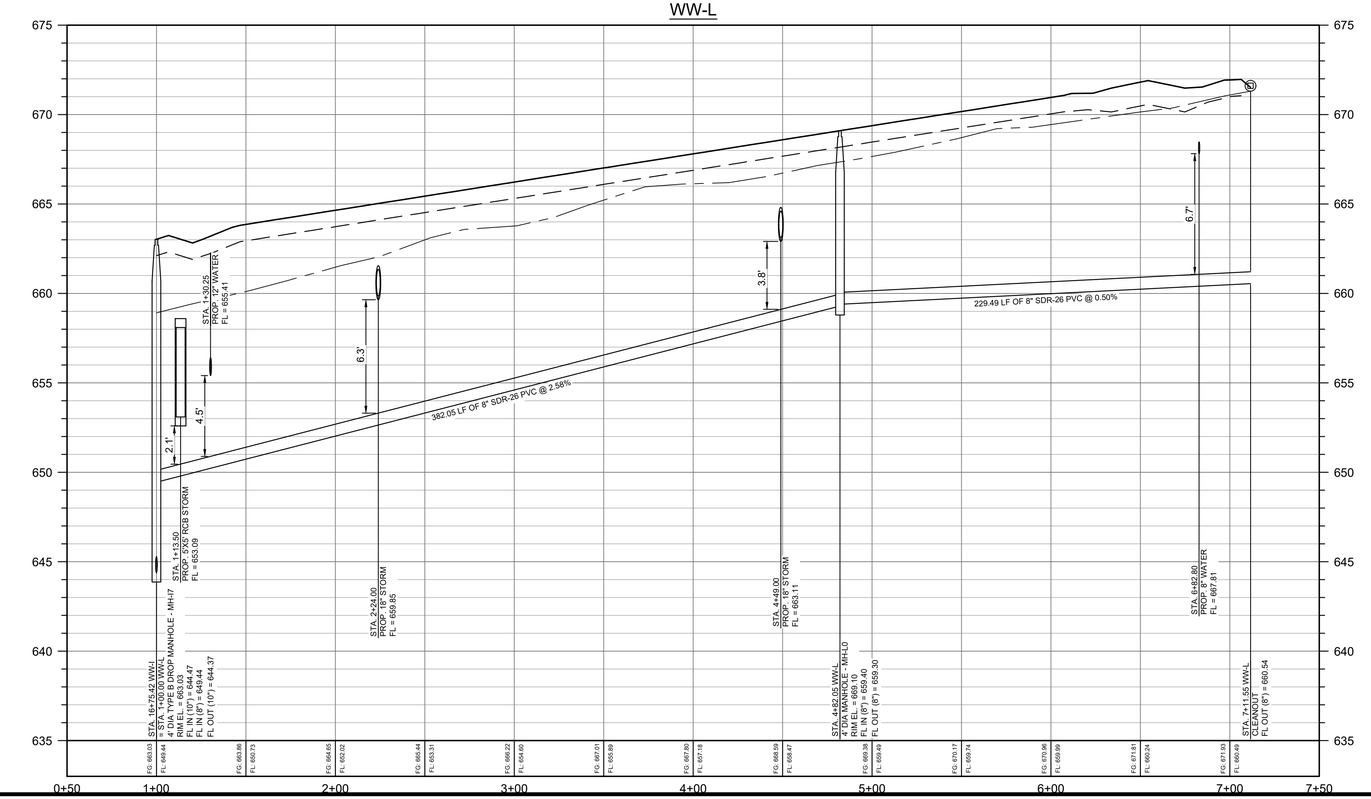
- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

* ALL WASTEWATER SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

NOTE:

1. TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADES PRIOR TO ACCEPTANCE OF WORK.
2. CORE EXISTING MANHOLE, INSERT GASKET AND PROVIDE PRECO GROUT SEAL INSIDE AND OUR, OR APPROVED EQUAL.
3. ALL WASTEWATER LINES SHALL BE PVC SDR-26 CONFORMING TO ASTM D3034 WITH MINIMUM PIPE STIFFNESS OF 115 PSI AS DETERMINED BY ASTM D2412.
4. AT ALL WATERLINE CROSSINGS, WASTEWATER MAIN SHALL BE ASTM 2241, SDR-26 CLASS 160 OR BETTER PVC FOR MINIMUM 20 FEET CENTERED ON THE WATERLINE.
5. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
6. ALL WASTEWATER PIPES SHALL BE SDR-26 PVC MATERIAL.
7. ALL MANHOLES AND WATER VALVES SHALL NOT BE INSTALLED UNDER OR IN THE CONCRETE CURB OR VALLEY GUTTER.

WW-L



PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
- PROPOSED FILL
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

GRAY ENGINEERING

RECORD ONLY

NO.	BY	DATE	REVISION DESCRIPTION

LIDELL WALKER PHASE 3

WW-L PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
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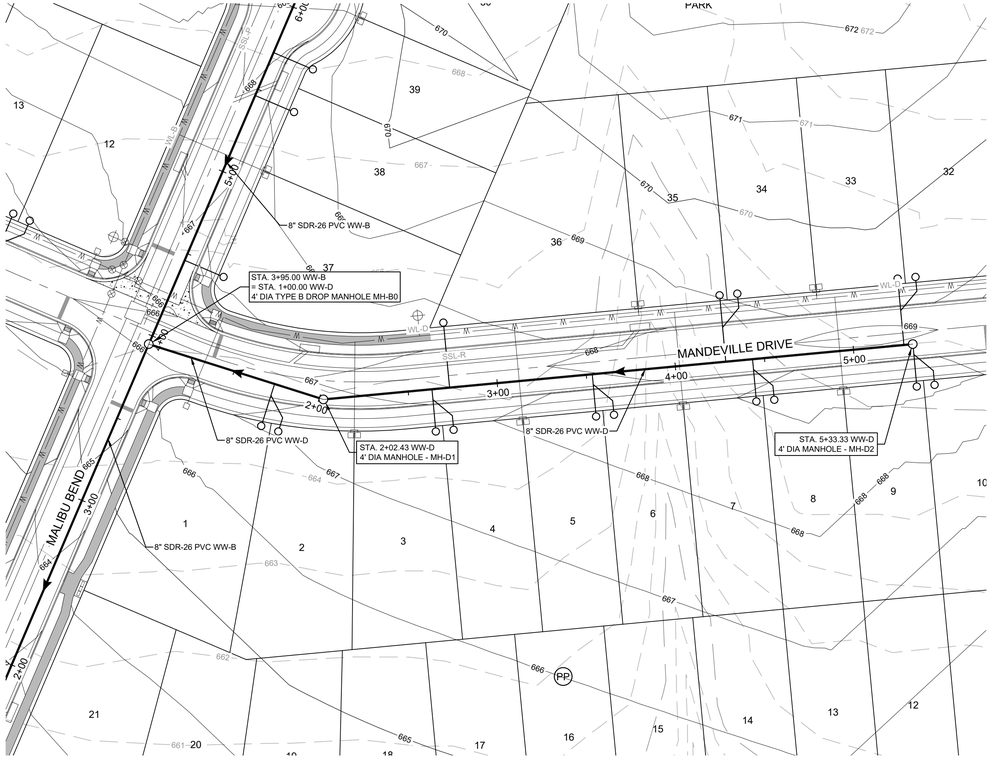
11/18/2024

SHEET 56 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 10:57:41 AM BY: JHADLEY



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
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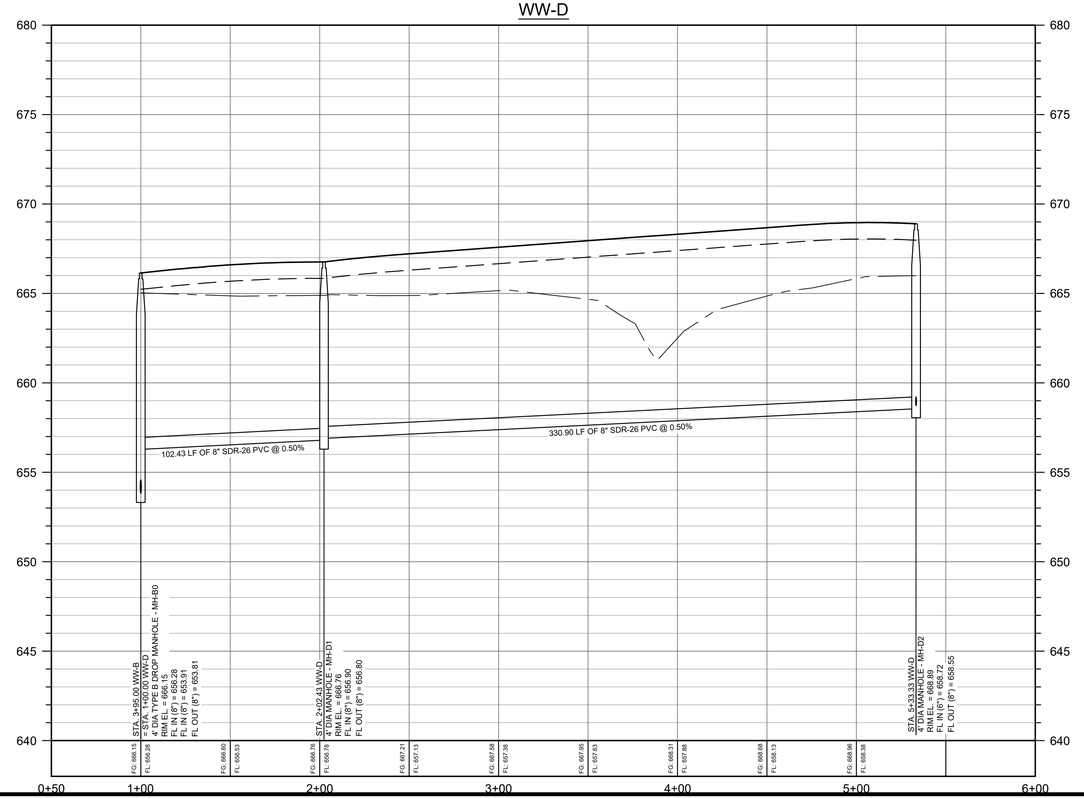
WW-D



PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
- PROPOSED FILL
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WW-D PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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STATE OF TEXAS
AUSTIN R. SEIFERT
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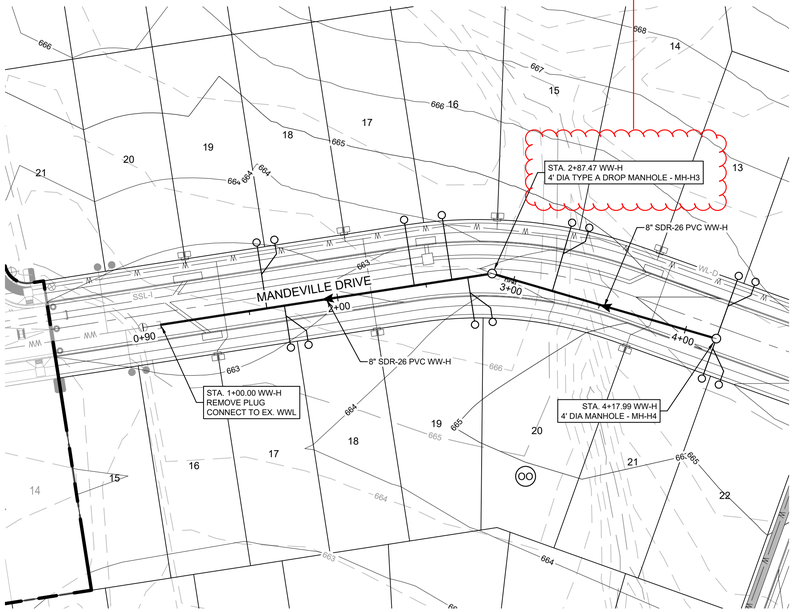
LICENSED PROFESSIONAL ENGINEER
11/18/2024

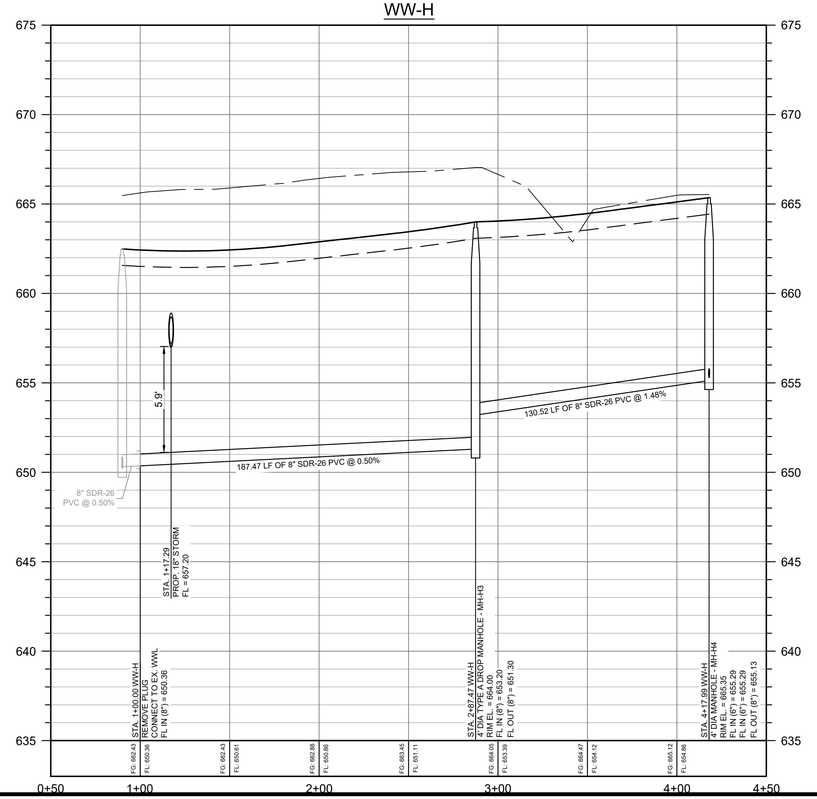
SHEET 57 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 10:58:23 AM BY: JHADLEY

Per RFI #01, The drop is 1.9'. Please proceed with installing a Type B drop (internal drop) at this location per CH-WW-006.



WW-H



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

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NOTE:

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PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
- PROPOSED FILL
- PROPOSED WASTEWATER LINE
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GRAY ENGINEERING

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LIDELL WALKER PHASE 3

WW-H PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

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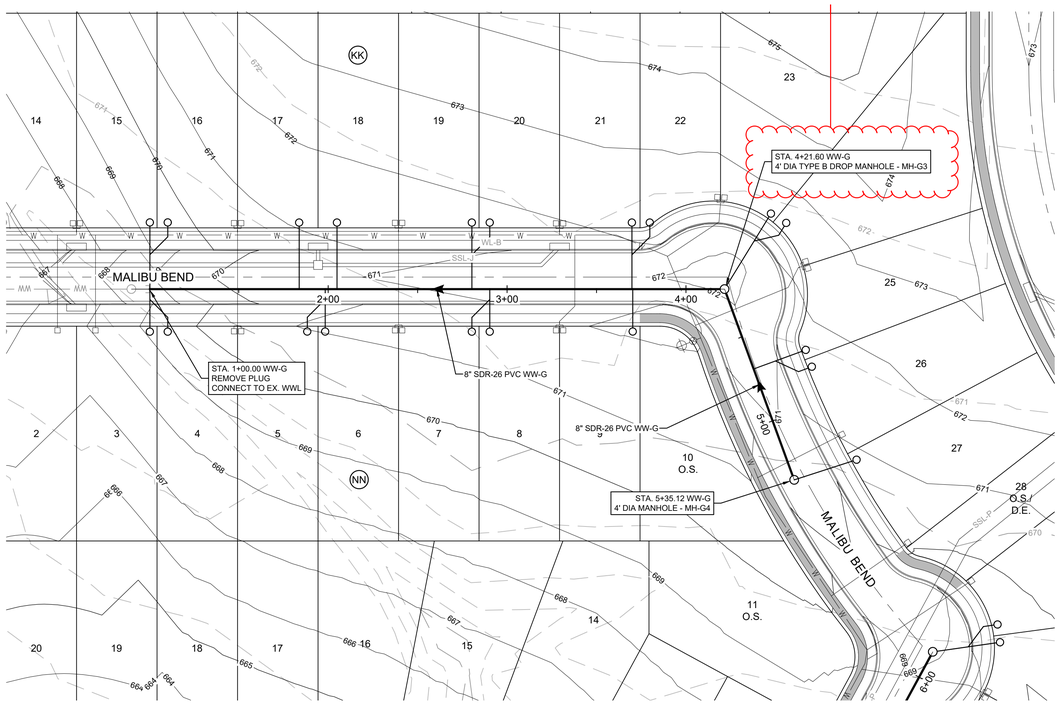
SHEET 58 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 10:59:06 AM BY: JHADLEY

Per RFI #01, The drop for the 8" line is 5.94'. Drops greater than 2' require a Type A drop (external drop) per detail CH-WW-007. The flow line for the 6" service can be adjusted 653.84' and no drop will be required.



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
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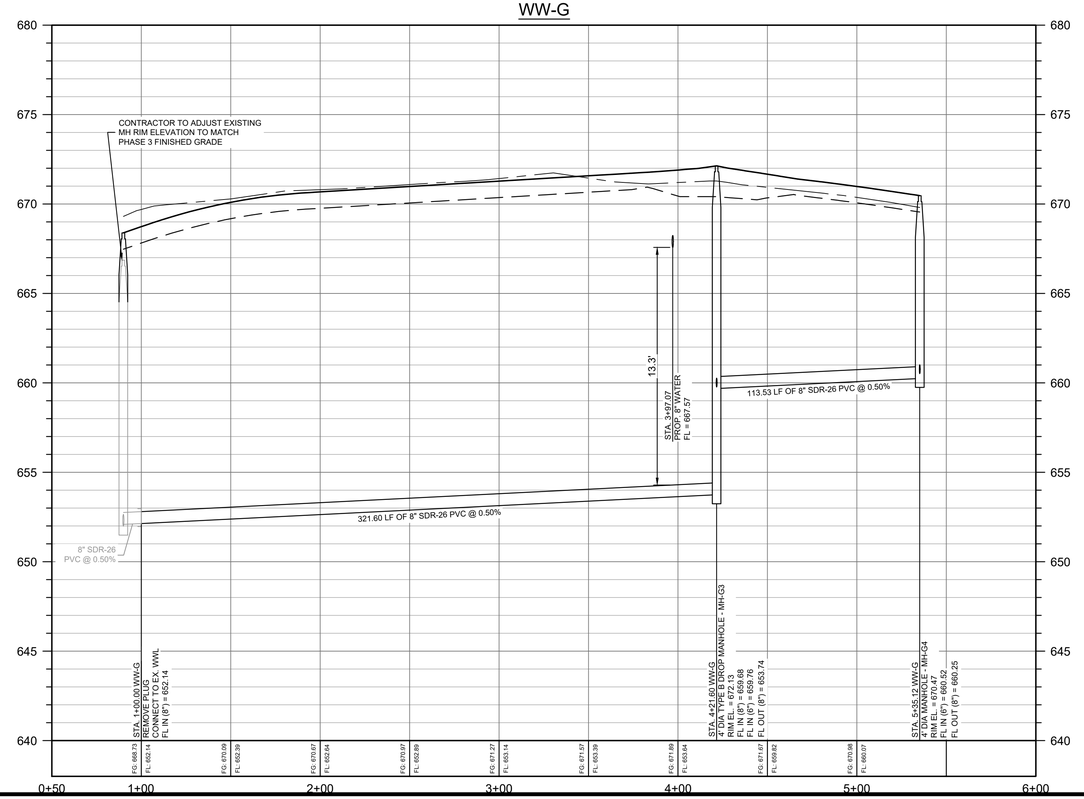
WW-G



PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
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LIDELL WALKER PHASE 3

WW-G PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

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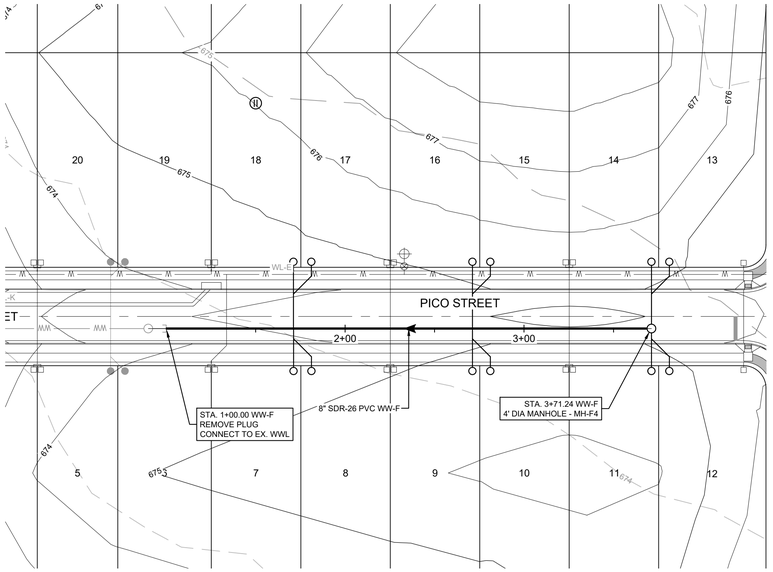
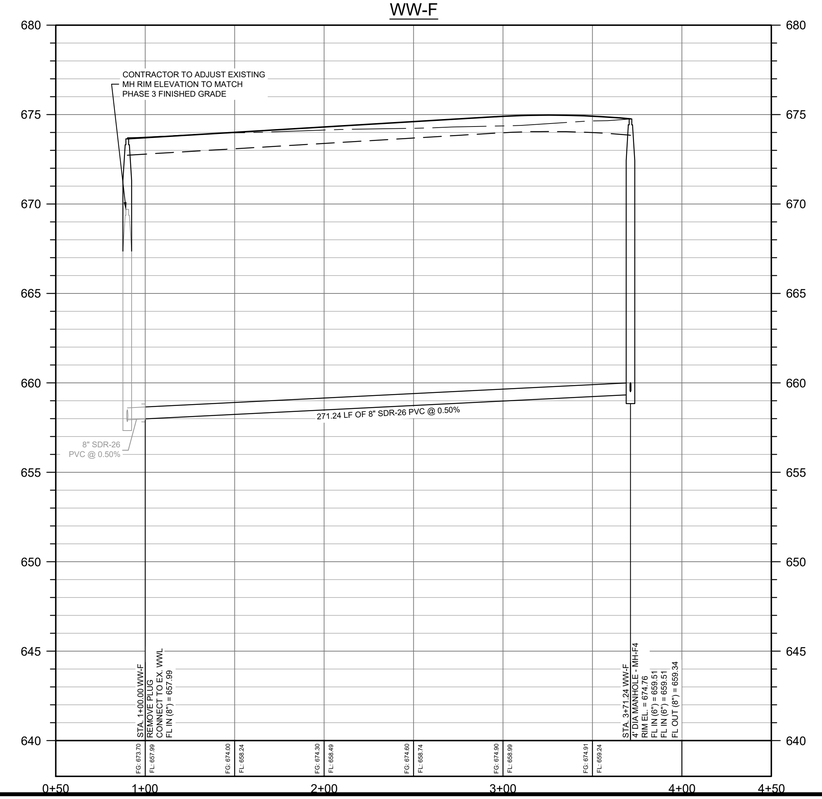
SHEET 59 OF 89

H:\PROJECTS\1725 - CRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 10:59:48 AM BY: JHADLEY



WW-F



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
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PROFILE LEGEND

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- PROPOSED SUBGRADE
- EXISTING GROUND
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TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WW-F PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

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STATE OF TEXAS
AUSTIN R. SEIFERT
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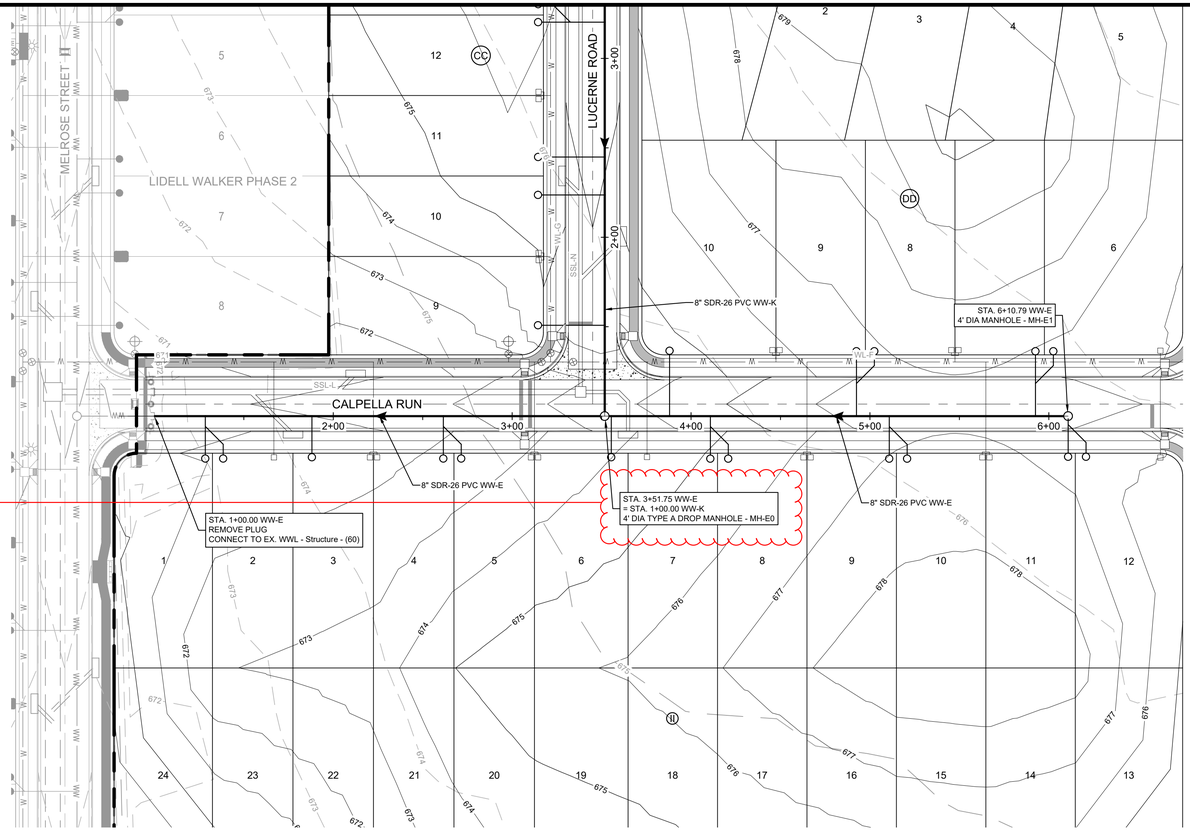
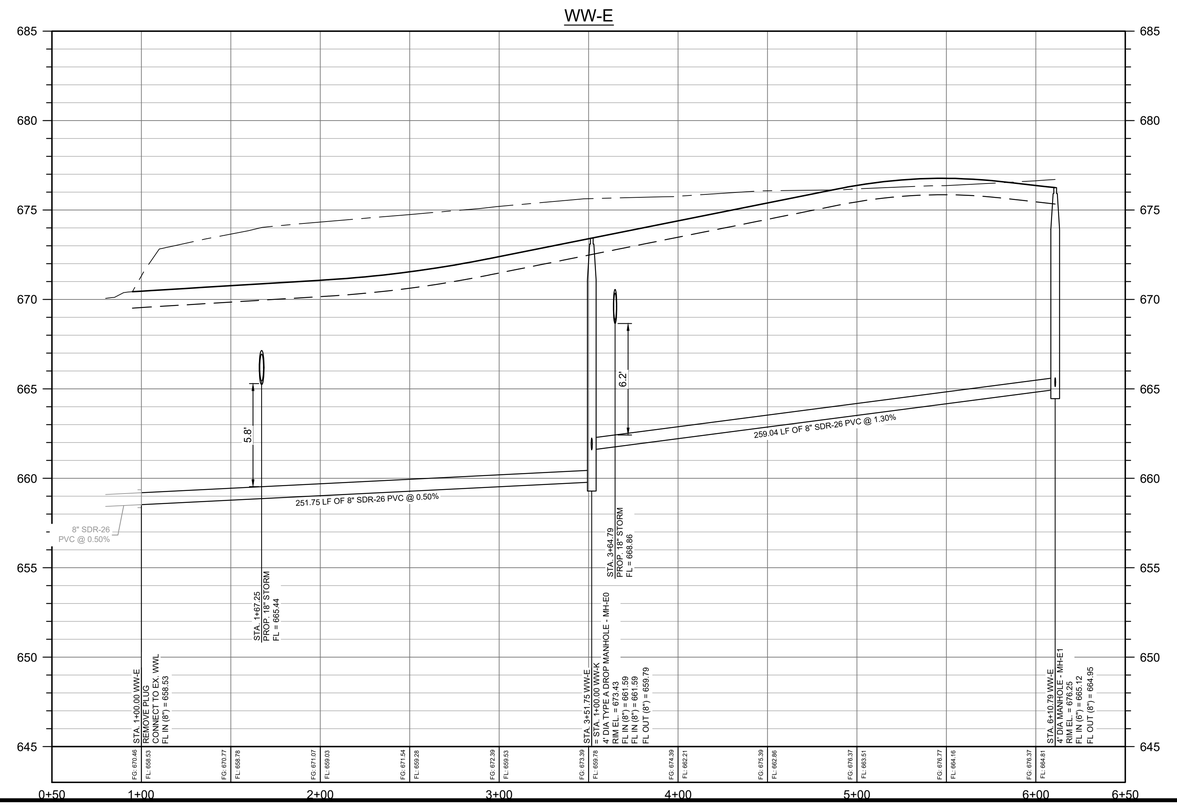
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 60 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 11:00:09 AM BY: JHADLEY

Per RFI #01, The drop is 1.8'. Please proceed with installing a Type B drop (internal drop) at this location per CH-WW-006 detail.





SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

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- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

WW-E PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

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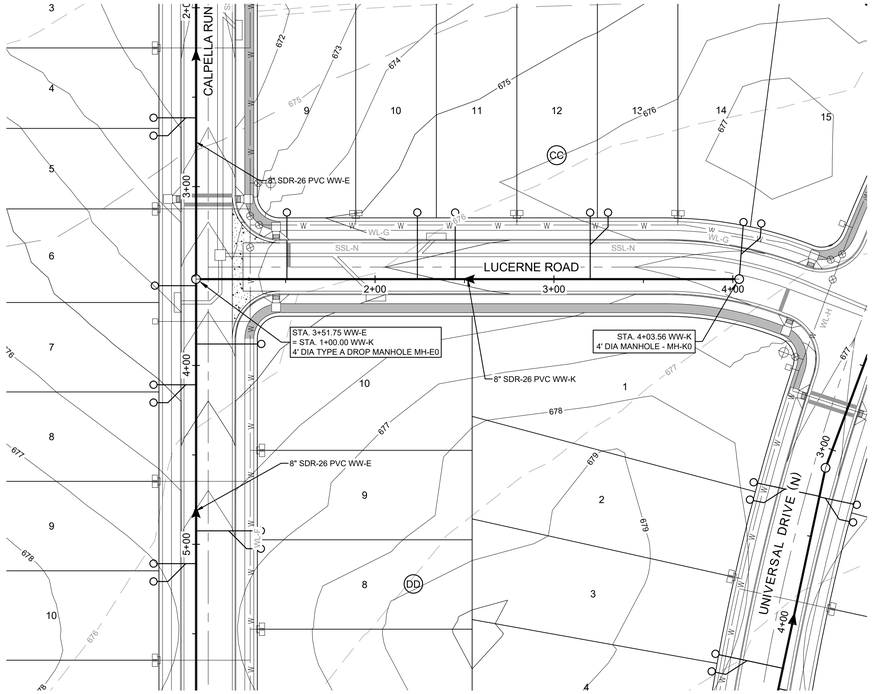
11/18/2024

SHEET 61 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 11:00:28 AM BY: JHADLEY



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
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NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

WW-K PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

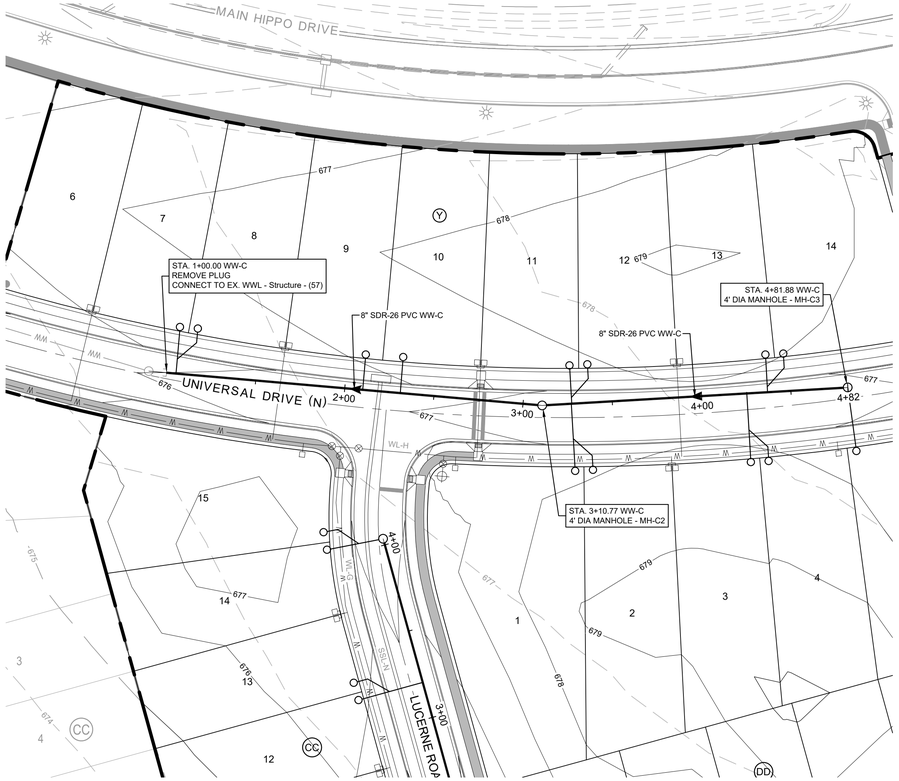
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 62 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 11:00:48 AM BY: JHADLEY



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

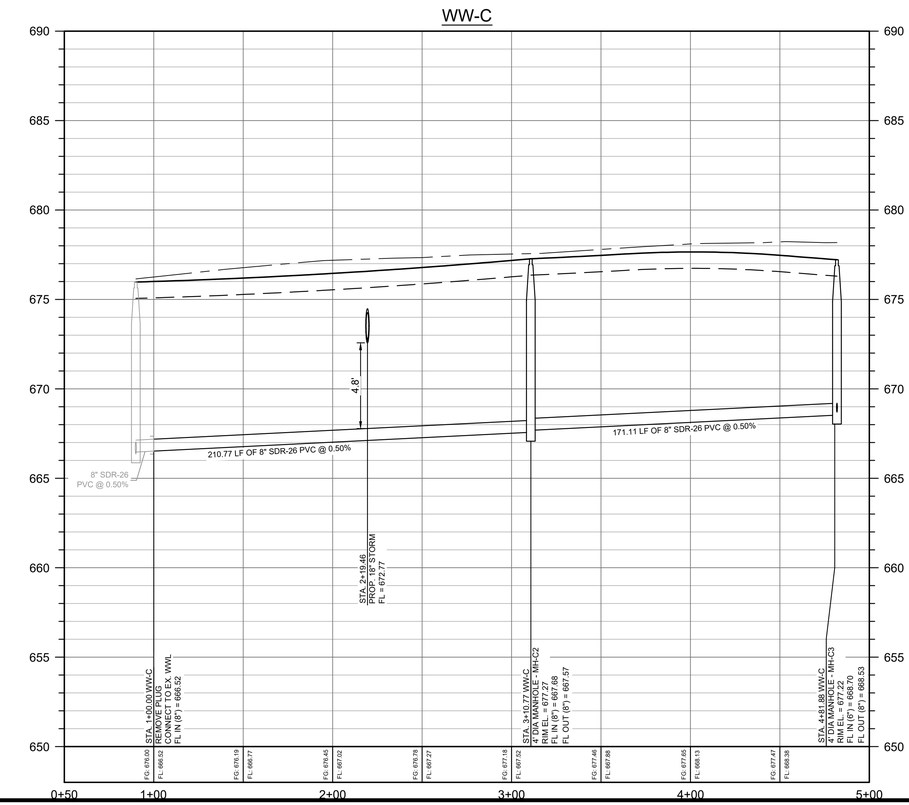
- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- WASTEWATER LINE
- WASTEWATER MANHOLE
- DIRECTION OF FLOW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

* ALL WASTEWATER SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

NOTE:

1. TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADES PRIOR TO ACCEPTANCE OF WORK.
2. CORE EXISTING MANHOLE, INSERT GASKET AND PROVIDE PRECO GROUT SEAL INSIDE AND OUR, OR APPROVED EQUAL.
3. ALL WASTEWATER LINES SHALL BE PVC SDR-26 CONFORMING TO ASTM D3034 WITH MINIMUM PIPE STIFFNESS OF 115 PSI AS DETERMINED BY ASTM D2412.
4. AT ALL WATERLINE CROSSINGS, WASTEWATER MAIN SHALL BE ASTM 2241, SDR-26 CLASS 160 OR BETTER PVC FOR MINIMUM 20 FEET CENTERED ON THE WATERLINE.
5. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
6. ALL WASTEWATER PIPES SHALL BE SDR-26 PVC MATERIAL.
7. ALL MANHOLES AND WATER VALVES SHALL NOT BE INSTALLED UNDER OR IN THE CONCRETE CURB OR VALLEY GUTTER.

WW-C



PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
- PROPOSED FILL
- PROPOSED WASTEWATER LINE
- PROPOSED WASTEWATER MANHOLE

8834 N. Capital of Texas Hwy.
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(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

WW-C PLAN AND PROFILE
(1+00 TO END)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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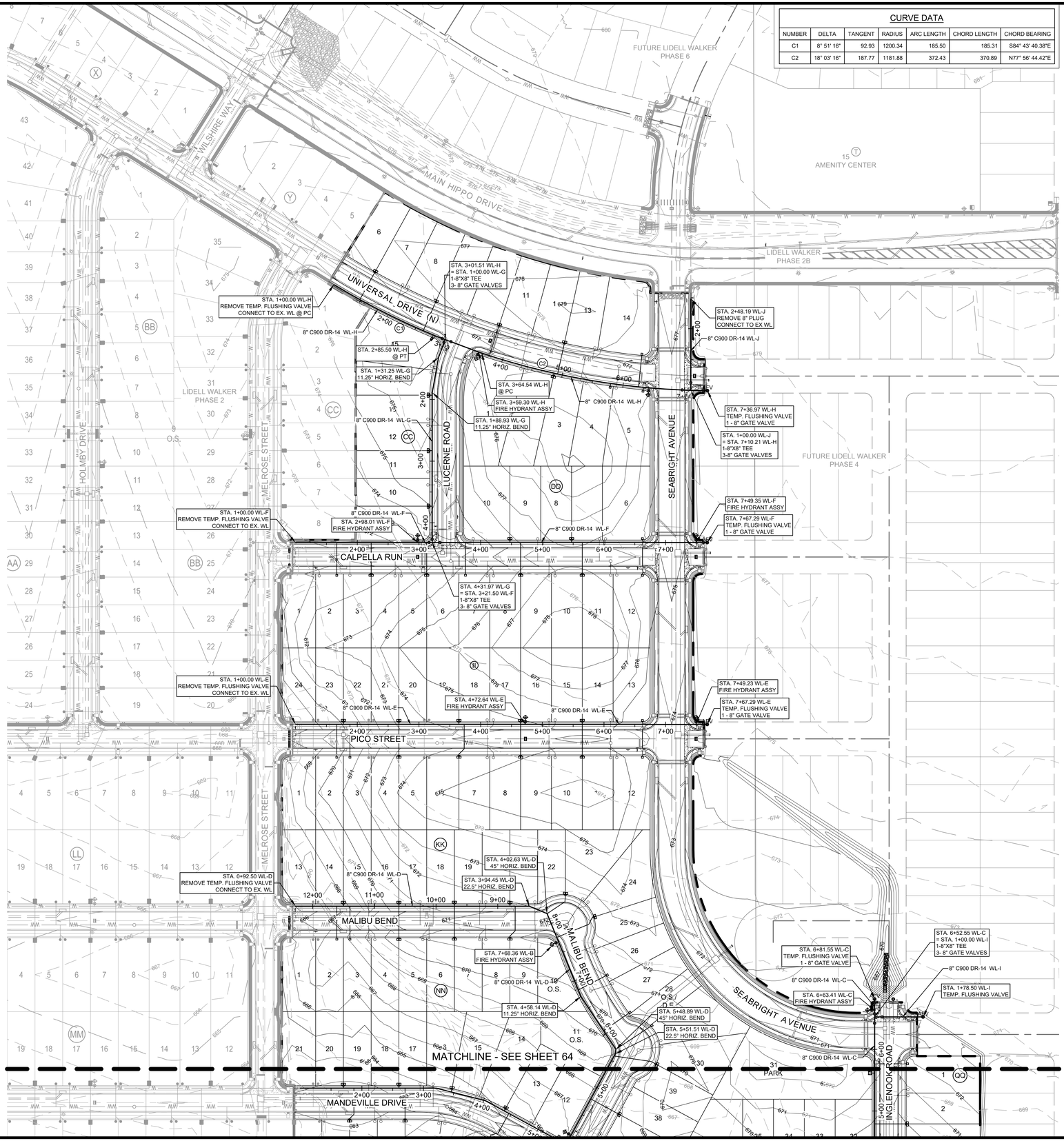
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 63 OF 89

H:\PROJECTS\1725 - CRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SSWR.DWG DATE: 11/18/2024 11:01:07 AM BY: JHADLEY



CURVE DATA

NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	8° 51' 16"	92.93	1200.34	185.50	185.31	S84° 43' 40.38"E
C2	18° 03' 16"	187.77	1181.88	372.43	370.89	N77° 56' 44.42"E

SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED WATER LINE
- EXISTING WATER LINE
- FIRE HYDRANT ASSEMBLY (SEE NOTE BELOW)
- GATE VALVE
- PLUG
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE
- AUTOMATIC FLUSHING VALVE

* ALL WATER SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.
* ALL MANHOLES AND WATER VALVES SHALL NOT BE INSTALLED UNDER OR IN THE CONCRETE CURB OR VALLEY GUTTER.

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL WATER PLAN
(1 OF 2)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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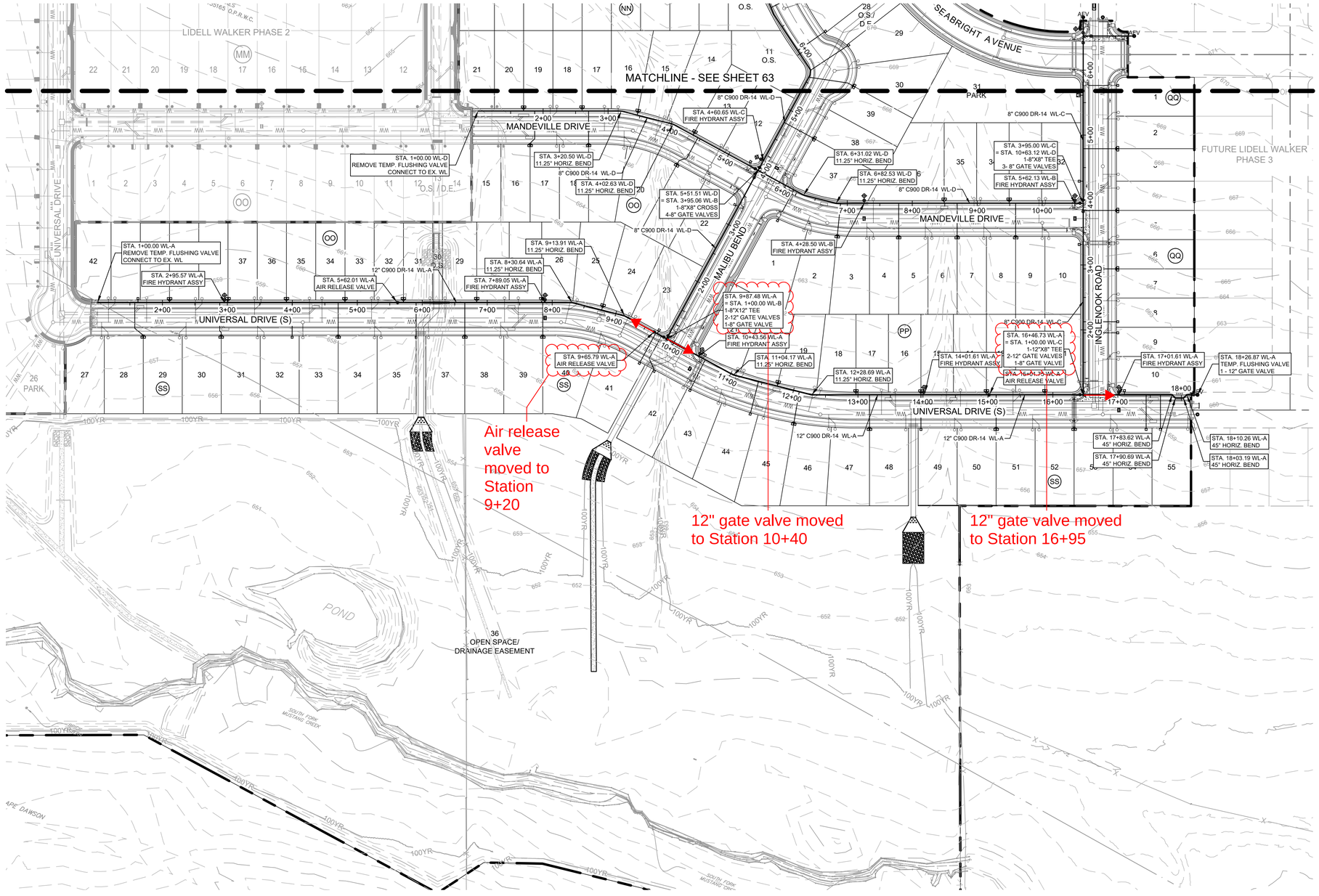
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
03/12/2025

SHEET 64 OF 89

H:\PROJECTS\1725 - CRRK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-WATR-O.DWG, DATE: 3/12/2025 6:28:58 PM, BY: MCARTER



SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED WATER LINE
- EXISTING WATER LINE
- FIRE HYDRANT ASSEMBLY (SEE NOTE BELOW)
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- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

OVERALL WATER PLAN
(2 OF 2)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
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NOTICE:
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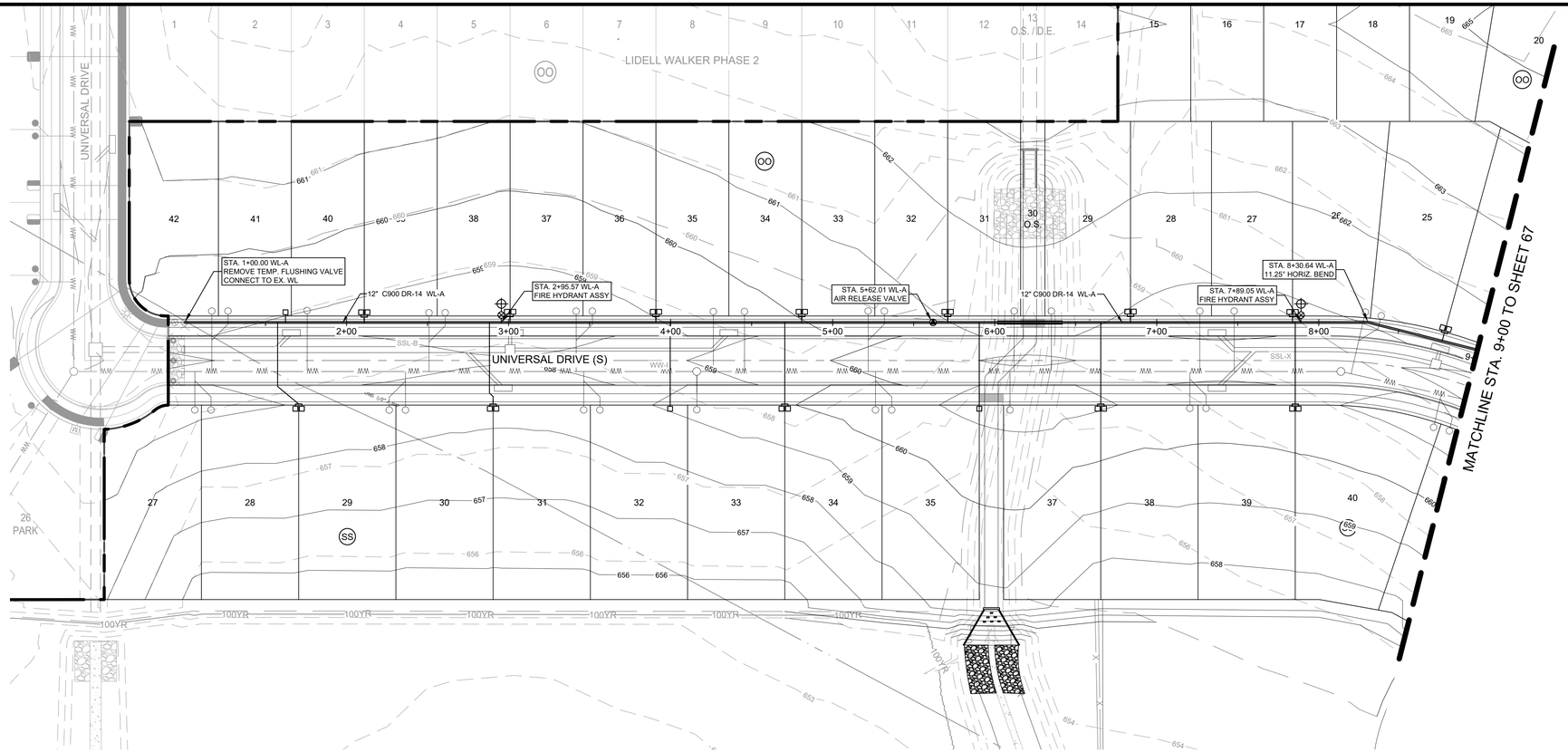
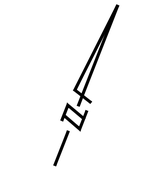
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
03/12/2025

SHEET 65 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-WATR-O.DWG DATE: 3/12/2025 6:29:10 PM BY: MCARTER





LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED WATER LINE
- EXISTING WATER LINE
- FIRE HYDRANT ASSEMBLY (SEE NOTE BELOW)
- GATE VALVE
- PLUG
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE
- AFV — AUTOMATIC FLUSHING VALVE
- AIR RELEASE VALVE

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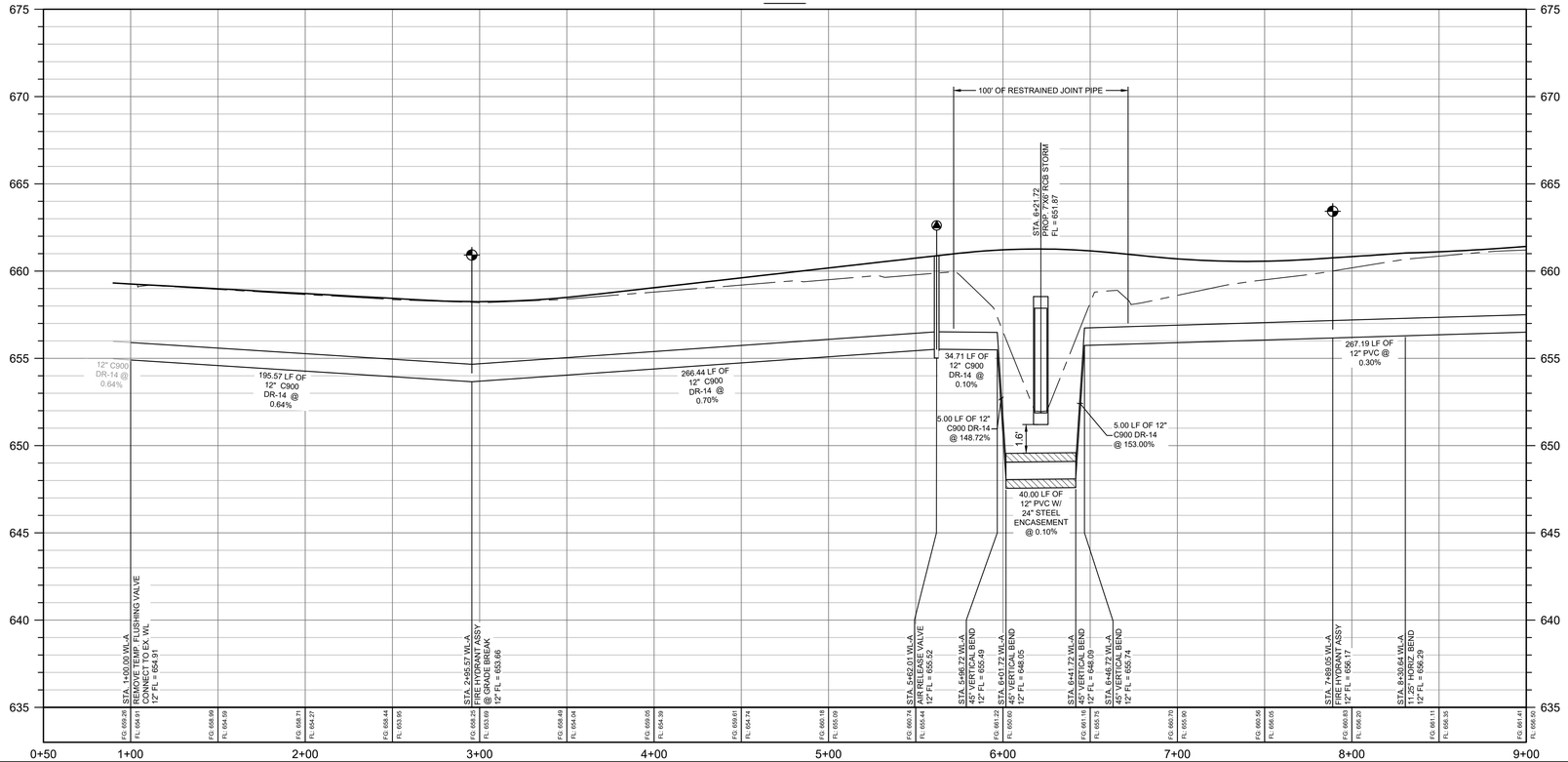
WL-A



PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
- PROPOSED FILL
- PROPOSED WATER LINE
- STEEL ENCASEMENT WITH SPACERS
- FIRE HYDRANT
- GATE VALVE
- PLUG

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

WL-A PLAN AND PROFILE
(1+00 TO 9+00)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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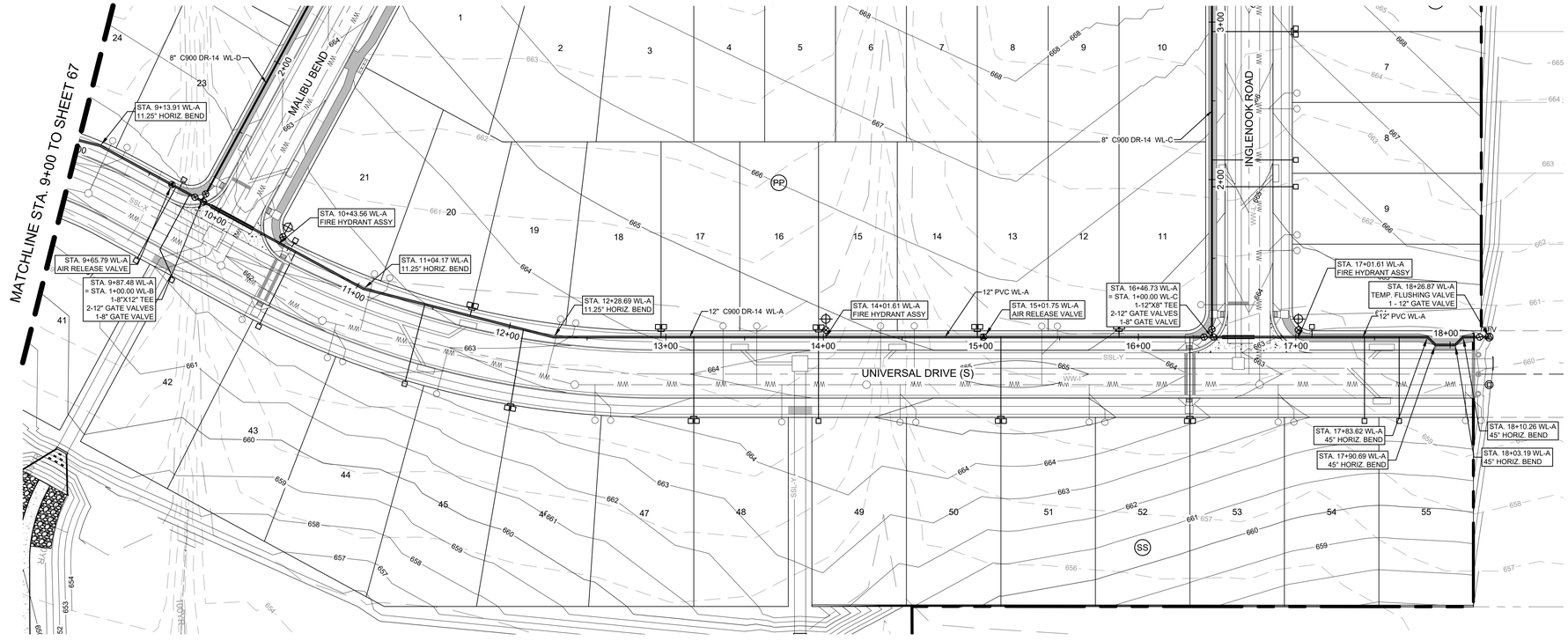
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
03/12/2025

SHEET 66 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-CWATR.DWG DATE: 3/12/2025 6:29:18 PM BY: MCARTER



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED WATER LINE
- EXISTING WATER LINE
- FIRE HYDRANT ASSEMBLY (SEE NOTE BELOW)
- GATE VALVE
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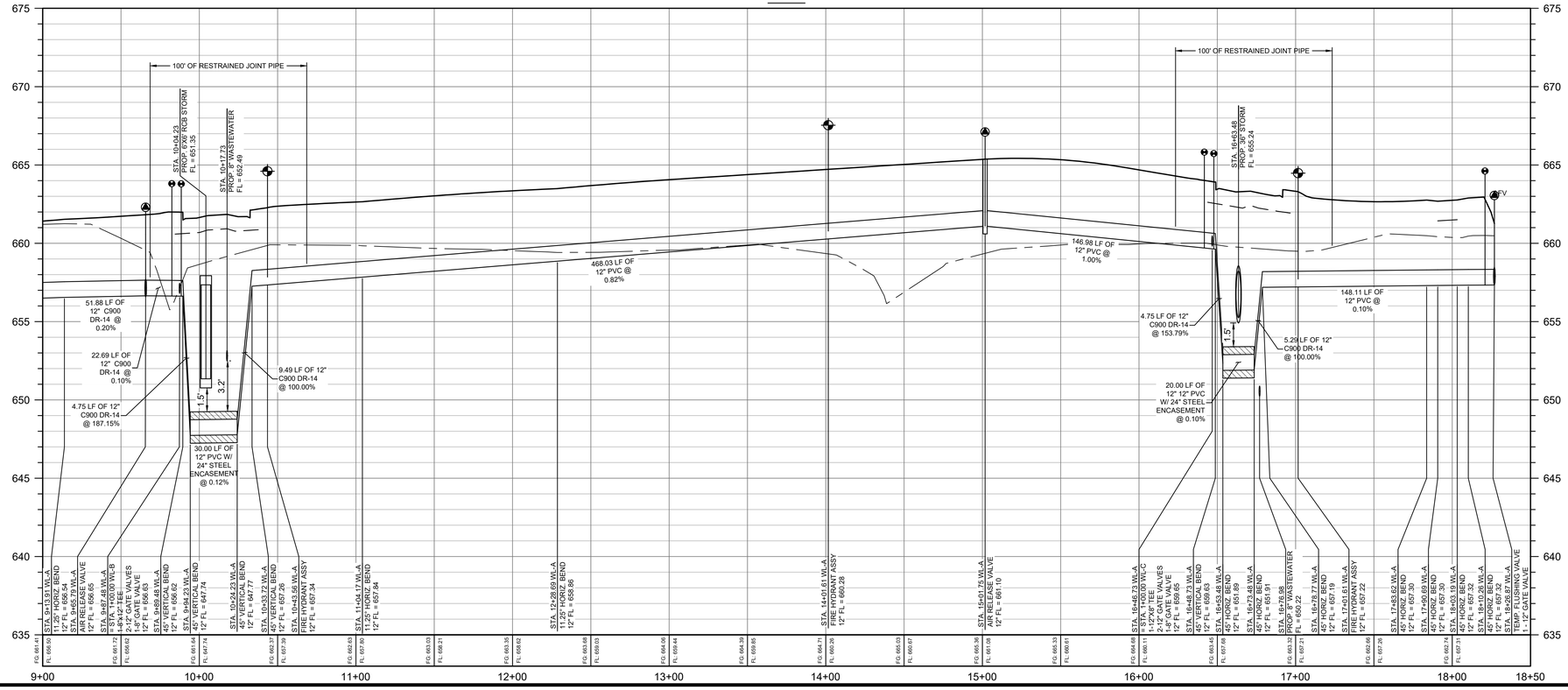
WL-A



PROFILE LEGEND

- FINISHED GRADE
- PROPOSED SUBGRADE
- EXISTING GROUND
- PROPOSED FILL
- PROPOSED WATER LINE
- STEEL ENCASEMENT WITH SPACERS
- FIRE HYDRANT
- GATE VALVE
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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WL-A PLAN AND PROFILE
(9+00 TO END)

PROJECT NO: 1725-11762
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DRAWN BY: ARS
CHECKED BY: EU

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STATE OF TEXAS
AUSTIN R. SEIFERT
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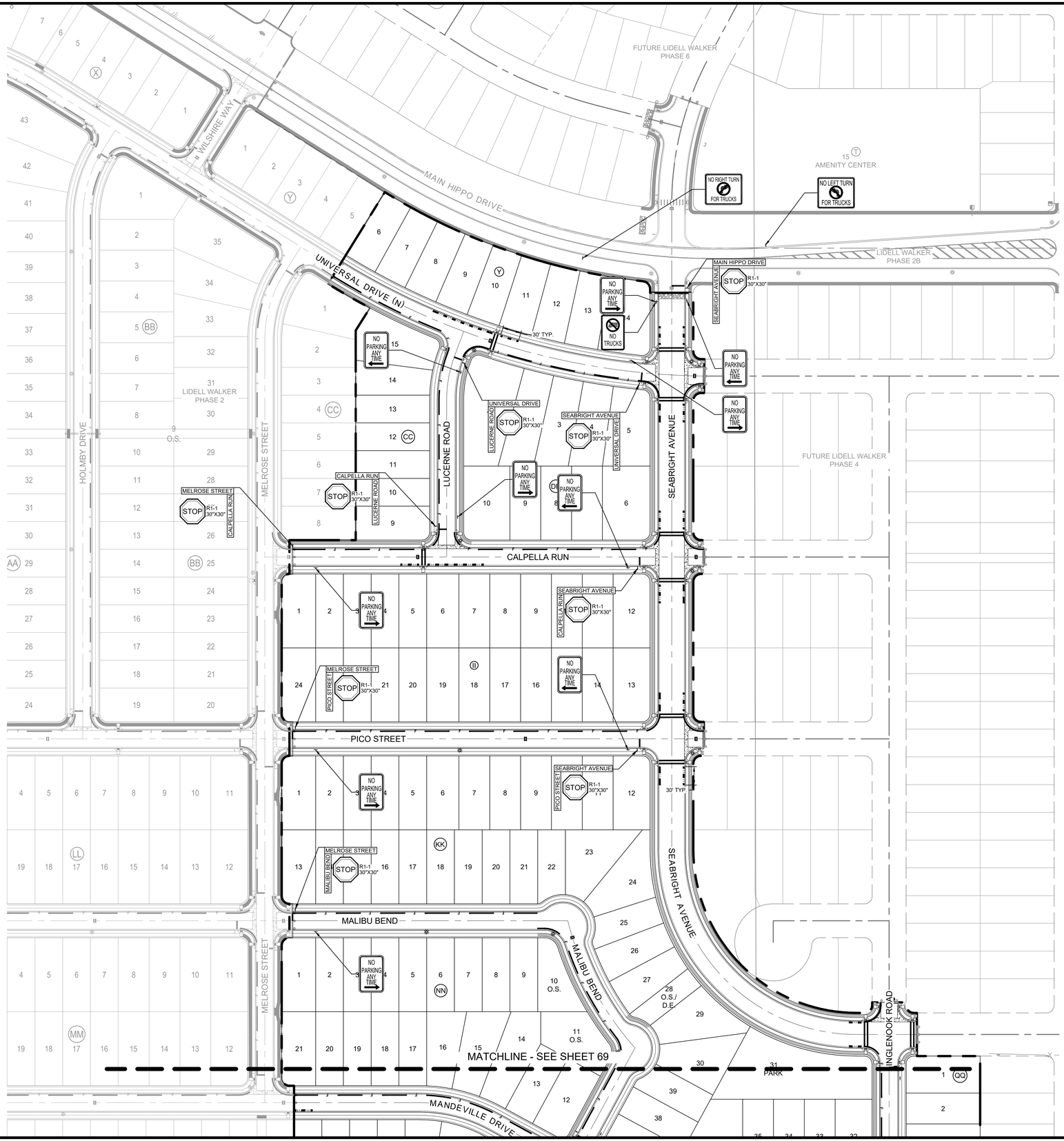
LICENSED
PROFESSIONAL ENGINEER
03/12/2025

SHEET 67 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-CWATR.DWG DATE: 3/12/2025 6:29:25 PM BY: MCARTER



SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- STREET NAME D3-1 — PROPOSED STOP SIGN W/ STREET NAME SIGNS
- STREET END BARRICADE
- PROPOSED SIGN
- 12" STOP BAR
- PROPOSED BLUE FIRE HYDRANT DELINEATOR
- STREET LIGHT (BY OTHERS)
- FIRE LANE MARKING (CH-ST-14)
- NO PARKING STRIPING (CH-ST-14)*

NOTES:
1. THE STREET NAMES SHALL BE DISPLAYED ON STANDARD INTERSECTION STREET MARKERS ERECTED AT EACH STREET INTERSECTION (SEE DETAIL SHEETS FOR MORE INFORMATION).
2. ALL PAVEMENT MARKINGS, PAINT, TRAFFIC BUTTONS, AND TRAFFIC CONTROL SHALL CONFORM TO CURRENT TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).
3. THE LOCATION OF ALL FIRE HYDRANTS SHALL BE IDENTIFIED WITH A BLUE REFLECTIVE ROAD DOT PLACED NEAR THE CENTER OF THE ROADWAY IN FRONT OF THE HYDRANT (15 FEET ON EACH SIDE) SHALL BE PAINTED RED WITH WHITE LETTERING THAT READS "FIRE LANE NO PARKING" (WHEN LOCATED ON STREET CORNERS, FIRE LANE STRIPING NOT REQUIRED).

* REMOVE FIRE LANE REFERENCES IN DETAIL

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LIDELL WALKER PHASE 3

OVERALL SIGNAGE PLAN (1 OF 2)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
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STATE OF TEXAS
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01/20/2025

SHEET 68 OF 89

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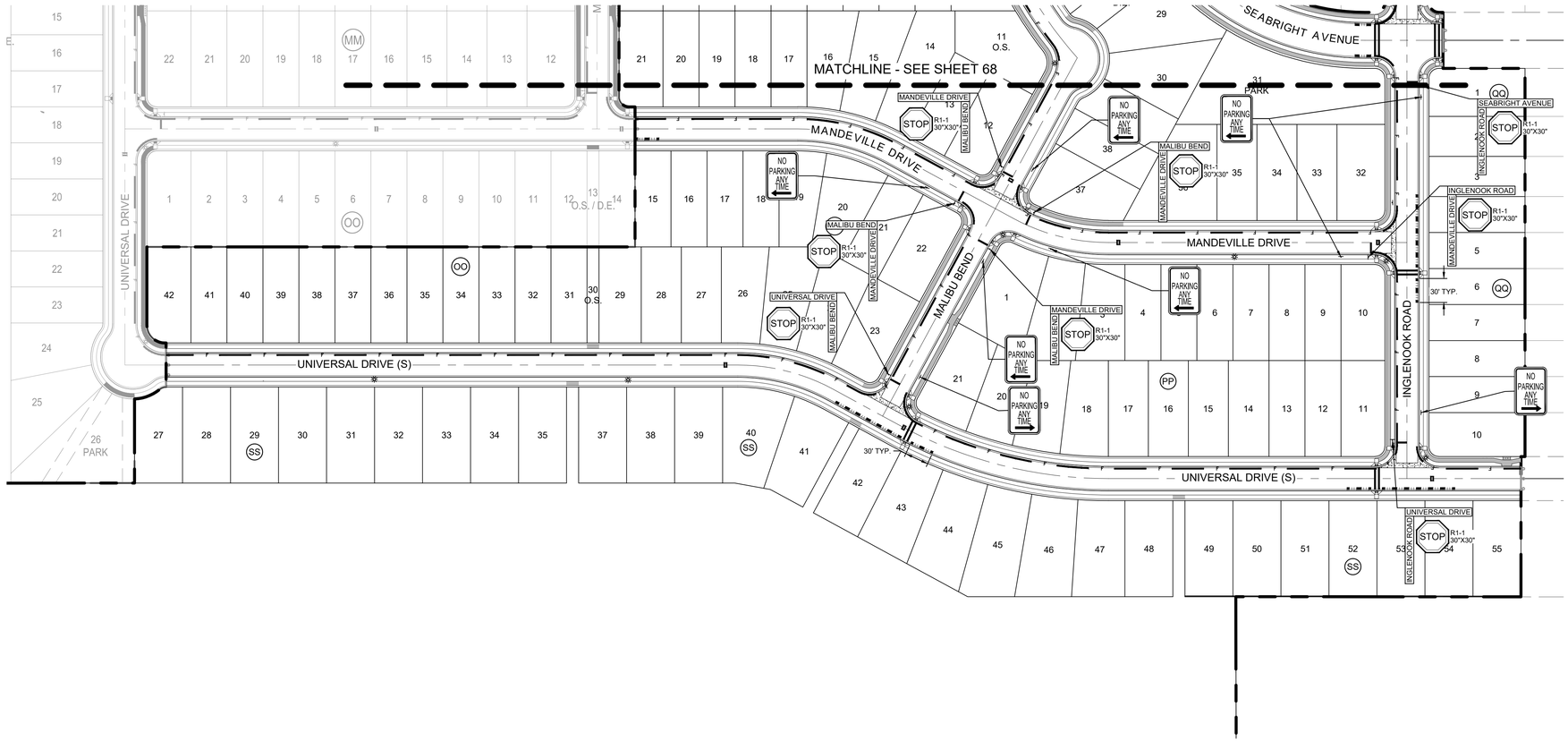

SCALE: 1" = 80'
GRAPHIC SCALE IN FEET
0 40' 80' 160'

LEGEND

- STREET NAME D3-1
- STOP D3-1 — PROPOSED STOP SIGN W/ STREET NAME SIGNS
- STREET END BARRICADE
- PROPOSED SIGN
- 12" STOP BAR
- PROPOSED BLUE FIRE HYDRANT DELINEATOR
- STREET LIGHT (BY OTHERS)
- FIRE LANE MARKING (CH-ST-14)
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LIDELL WALKER PHASE 3

OVERALL SIGNAGE PLAN
(2 OF 2)

PROJECT NO: 1725-11762
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SHEET 69 OF 89

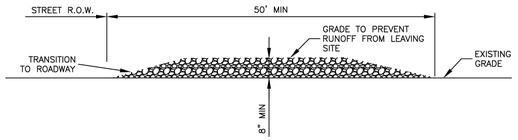
H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-SIGN-O.DWG DATE: 1/17/2025 9:27:42 AM BY: ASEIFERT

GUIDELINES FOR DESIGN AND INSTALLATION OF TEMPORARY EROSION AND SEDIMENT CONTROLS

TYPE OF STRUCTURE	REACH LENGTH	MAXIMUM DRAINAGE AREA	SLOPE
SILT FENCE	N/A 200 FEET 100 FEET 50 FEET	2 ACRES 2 ACRES 1 ACRE 1/2 ACRE	0 – 10% 10% – 20% 20% – 30% > 30%
TRIANGLE FILTER DIKE	100 FEET 50 FEET	1/2 ACRE 1/4 ACRE	< 30% > 30%
ROCK BERM [1,2]	500 FEET	< 5 ACRES	0 – 10%

1. FOR ROCK BERM DESIGN, WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATION AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.
2. HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF HUTTO.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TEMPORARY EROSION & SEDIMENT CONTROL GUIDELINES	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-01

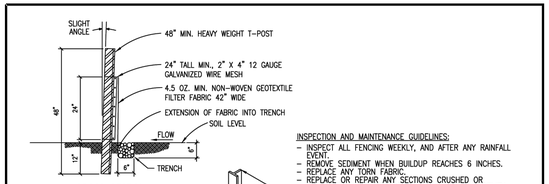


CROSS SECTION

NOTES:

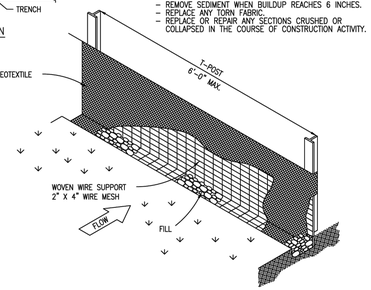
1. STONE SIZE SHALL BE 3" – 6" OPEN GRADED ROCK.
2. THICKNESS OF CRUSHED STONE PAD TO BE NOT LESS THAN 8".
3. LENGTH SHALL BE A MINIMUM OF 50' FROM ACTUAL ROADWAY, AND WIDTH NOT LESS THAN FULL WIDTH OF INGRESS/EGRESS.
4. ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
5. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS OF WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS OF WAY MUST BE REMOVED IMMEDIATELY BY CONTRACTOR.
6. AS NECESSARY, WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT OF WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STABILIZED CONSTRUCTION ENTRANCE	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-02



CROSS SECTION

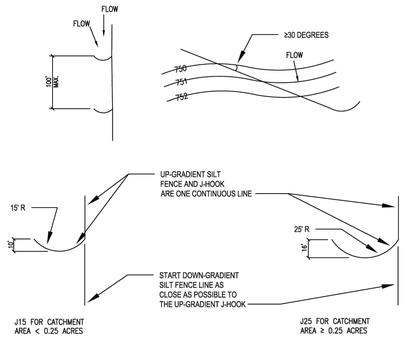
INSPECTION AND MAINTENANCE GUIDELINES:
- INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL EVENT.
- REMOVE SEDIMENT WHEN BUILDUP REACHES 6 INCHES.
- REPLACE ANY TORN FABRIC.
- REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY.



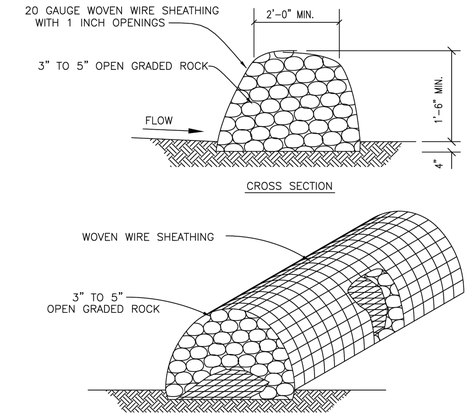
NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MIN. OF ONE (1') FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT) WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHALL BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS SECURELY FASTENED TO THE STEEL FENCE POSTS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. SILT FENCE SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED
9. J-HOOKS SHALL BE USED WHEN THE SILT FENCE IS INSTALLED AT AN ANGLE OF 30 DEGREES OR GREATER FROM PARALLEL TO THE CONTOURS.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	SILT FENCE	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-03



The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	J-HOOKS	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-04

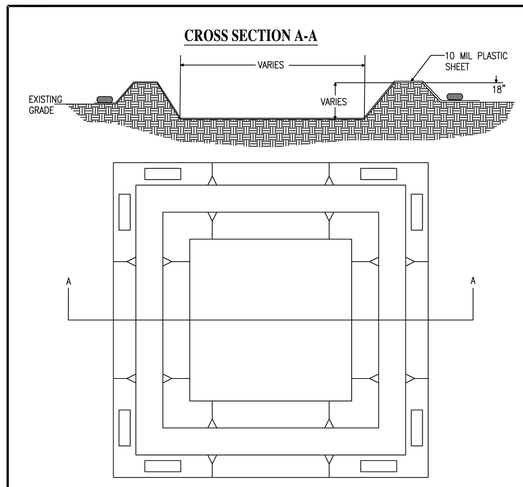


CROSS SECTION

NOTES:

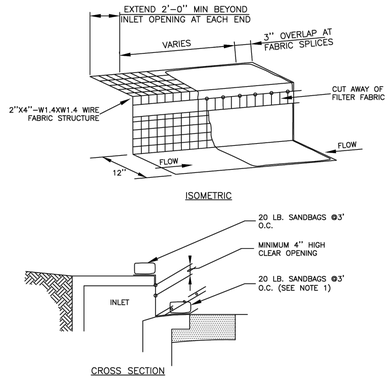
1. USE ONLY OPEN GRADED ROCK (3 to 5") DIAMETER FOR ALL CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 1" OPENING AND MINIMUM WIRE DIAMETER OF 20 GAUGE.
3. THE ROCK BERM SHALL BE INSPECTED DAILY OR AFTER EACH RAIN, AND THE STONE AND/ OR FABRIC CORE–WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SEDIMENT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. IF SEDIMENT REACHES A DEPTH OF 6", THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SEDIMENTATION PROBLEM.
5. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	ROCK BERM	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-05



NOTES:
1. SET LENGTH AND WIDTH AS NECESSARY TO PROVIDE ADEQUATE SPACE FOR WASHOUT ACTIVITIES.
2. IF RESTRICTED BY DEPTH DUE TO BELOW GRADE APPURTENANCES, PLACE EARTHEN BERMS AT GRADE.
3. USE EXCAVATED MATERIAL TO CREATE EARTHEN BERMS SURROUNDING THE AREA TO BE DESIGNATED AS A CONCRETE WASHOUT.
4. USE 3" – 5" ROCK TO CREATE A STABLE ENTRANCE THAT IS GRADED AWAY FROM THE WASHOUT BASIN.
5. INSTALL A SIGN IDENTIFYING THE RESPONSIBLE PARTY FOR INSTALLATION AND MAINTENANCE OF THE WASHOUT.
6. PLACE 10MIL OR GREATER PLASTIC SHEETING.
7. SECURE SHEETING ON OUTSIDE OF BERM AREA USING SAND BAGS OR ROCK EQUIVALENT.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	CONCRETE WASHOUT	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-06



NOTES:

1. WHERE MINIMUM CLEARANCES CAUSE TRAFFIC TO DRIVE IN THE GUTTER, THE CONTRACTOR MAY SUBSTITUTE A 1" X 4" BOARD SECURED WITH CONCRETE NAILS 3' O.C. NAILED INTO THE GUTTER IN LIEU OF SANDBAGS TO HOLD THE FILTER DIKE IN PLACE. UPON REMOVAL, CLEAN ANY DIRT/DEBRIS FROM NAILING LOCATIONS, APPLY CHEMICAL SANDING AGENT AND APPLY NON-SHRINK GROUT FLUSH WITH SURFACE OF GUTTER.
2. A SECTION OF FILTER FABRIC SHALL BE REMOVED AS SHOWN ON THIS DETAIL OR AS DIRECTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE. FABRIC MUST BE SECURED TO WIRE BACKING WITH CLIPS OR HOG RINGS AT THIS LOCATION.
3. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 2".
4. CONTRACTOR SHALL MONITOR THE PERFORMANCE OF INLET PROTECTION DURING EACH RAINFALL EVENT AND IMMEDIATELY REMOVE THE INLET PROTECTIONS IF THE STORM-WATER BEGINS TO OVERTOP THE CURB.
5. INLET PROTECTIONS SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	CURB INLET PROTECTION	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-07

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TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

EROSION DETAILS (1 OF 2)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

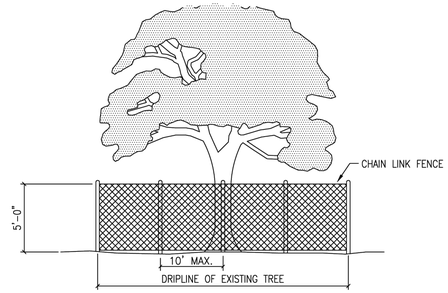
DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 70 OF 89



NOTES:
1. TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING).
2. FENCES SHALL COMPLETELY SURROUND THE TREE, OR CLUSTERS OF TREES; WILL BE LOCATED AT THE OUTERMOST LIMIT OF THE TREE BRANCHES (DRIPLINE), AND WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
   - 2.1. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MATERIALS.
   - 2.2. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN SIX INCHES (6") CUT OR FILL, OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE CITY.
   - 2.3. WOUNDS TO EXPOSED ROOTS, TRUNKS OR LIMBS BY MECHANICAL EQUIPMENT.
3. OTHER ACTIVITIES DETRIMENTAL TO TREES, SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING AND FIRE. EXCEPTIONS TO INSTALLING FENCES AT TREE DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
   - 3.1. WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
   - 3.2. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN SIX FEET (6'-0") TO BUILDING.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TREE PROTECTION FENCE CHAIN LINK
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-17

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NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

EROSION DETAILS
(2 OF 2)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 71 OF 89

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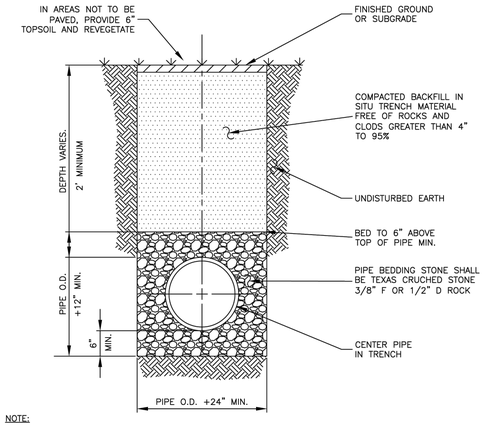
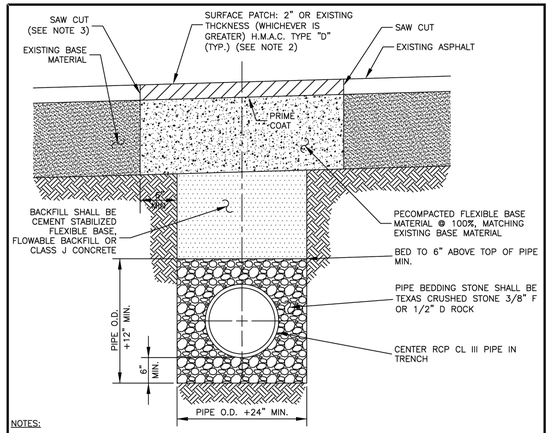


NOTE:

1. ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
2. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH 8" LIFT OF BASE. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO. BACKFILL SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER TXDOT 113E SPECIFICATIONS.
3. STORM SEWER SHALL BE REINFORCED CONCRETE CLASS III UNLESS DEPTH OF PIPE REQUIRES STRONGER PIPE.
4. ALL JOINTS SHALL BE WRAPPED IN GEOTEXTILE FABRIC PER DETAIL SD04.
5. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHALL BE SURROUNDED BY GEOTEXTILE FABRIC (MIRAFI 140N OR EQUAL) ON ALL SIDES.

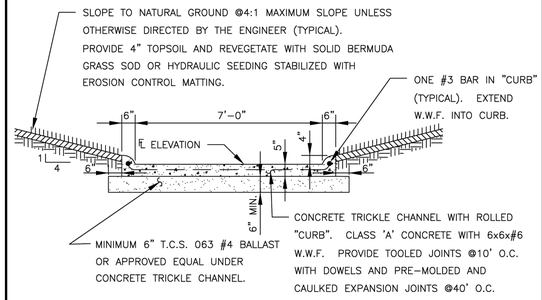
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STORM SEWER LINE BEDDING DETAIL (NON-PAVED SURFACE)	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-01



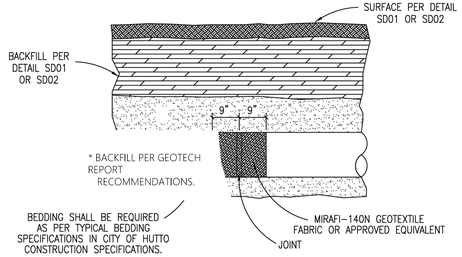
NOTES:

1. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED FEET (200') FOR EACH EIGHT INCH (8") LIFT OF BASE. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER TXDOT 113E SPECIFICATIONS.
2. THICKNESS FOR HMAC, ROADWAY FLEXIBLE BASE COURSE, AND SELECT STREET SUBBASE PER GEOTECHNICAL ENGINEER RECOMMENDATIONS. H.M.A.C. SHOWN IN THIS DETAIL IS SEPARATE FROM ANY ADDITIONAL THICKNESS CREATED BY ANY OVERLAY ITEM IN CONTRACT.
3. THE CONTRACTOR SHALL SAW CUT, REMOVE AND REPLACE EXISTING PAVEMENT AND FLEXIBLE BASE A MINIMUM OF 6" BEYOND EITHER THE EDGE OF THE STORM SEWER TRENCH OR THE POINT WHERE EXISTING PAVEMENT IS DAMAGED DUE TO TRENCHING OPERATIONS, WHICHEVER IS GREATER.
4. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE FOR BACKFILL MATERIAL.
5. THE CONTRACTOR SHALL PROVIDE STEEL PLATES TO SPAN THE TRENCH AS NECESSARY OR TO ALLOW BACKFILL TO CURE. SUCH PLATES SHALL BE SUITABLE FOR VEHICLE PASSAGE OVER THE TRENCH AND SHALL BE SATISFACTORILY ANCHORED IN PLACE. COSTS FOR THIS ITEM SHALL BE INCLUDED IN UNIT PRICE BIDS FOR STORM SEWER PIPE.
6. ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
7. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHALL BE SURROUNDED BY GEOTEXTILE FABRIC (MIRAFI 140N OR EQUAL) ON ALL SIDES.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STORM SEWER LINE BEDDING DETAIL (PAVED SURFACE)	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-02



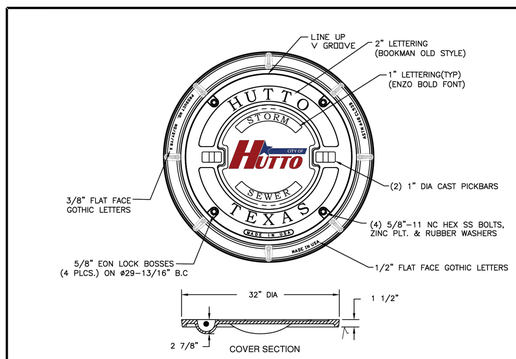
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	CONCRETE TRICKLE CHANNEL DETAIL	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-03



NOTES

1. PIPE SHALL BE REINFORCED CONCRETE PIPE CLASS III UNLESS THE DEPTH OF PIPE REQUIRES A STRONGER CLASS.
2. ALL FITTINGS AND WYES SHALL BE MANUFACTURED AND NOT CONSTRUCTED ON THE PROJECT WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER.
3. ALL JOINTS SHALL BE WRAPPED WITH MIRAFI-140N GEOTEXTILE FABRIC OR APPROVED EQUIVALENT. EACH JOINT SHALL BE WRAPPED WITH 18" WIDE FABRIC CENTERED ON THE JOINT.

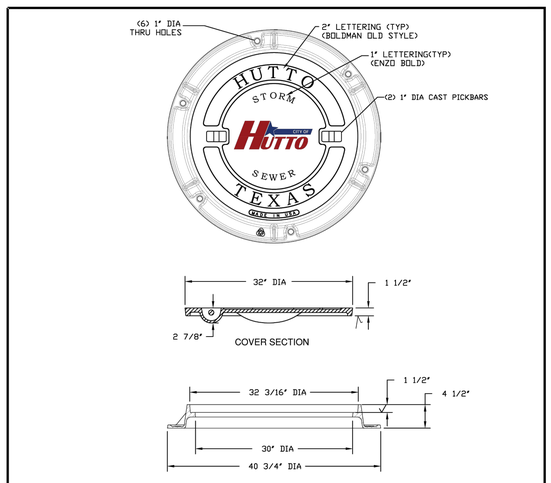
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STORM SEWER JOINT	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-04



NOTES :

1. BOLTED STORM WATER MANHOLE SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO V2432. OR APPROVED EQUAL, COVER TO BE STAMPED "STORM SEWER."
2. STANDARD STORMWATER MANHOLE SET TO BE HEAVY DUTY LOAD RATED.
3. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWING 42432114W01
4. FOR STANDARD STORMWATER MANHOLE SET REFER TO DETAIL SD01.
5. MANHOLE COVER TO BE DUCTILE IRON PER ASTM A536 (70-50-05). SEE EAST JORDAN IRON WORKS, INC CATALOG NO. V2432-3, PRODUCT DRAWING 42432114.
6. MANHOLE FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

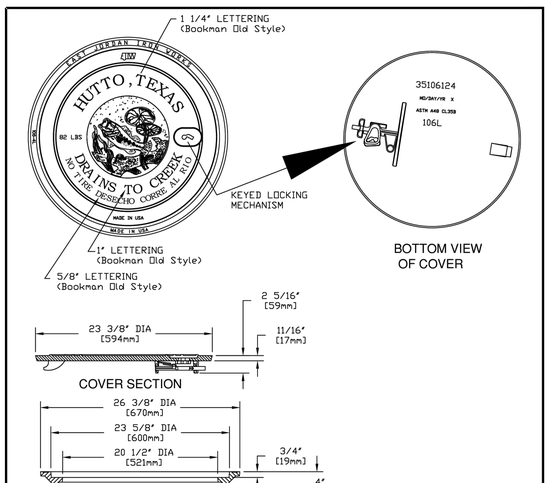
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	BOLTED STORM SEWER MANHOLE SET	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-05



NOTES:

1. STANDARD STORMSEWER MANHOLE SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO. V1420RG/V1432-3DI, OR APPROVED EQUAL. COVER TO BE STAMPED "STORM SEWER."
2. STANDARD STORMSEWER MANHOLE SET TO BE HEAVY DUTY LOAD RATED.
3. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWINGS 41432105A01 AND 41432105.
4. MANHOLE COVER TO BE DUCTILE IRON PER ASTM A536 (70-50-05). SEE EAST JORDAN IRON WORKS, INC. CATALOG NO. V1432-3.
5. MANHOLE FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD STORM SEWER MANHOLE SET	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-06



NOTES:

1. STANDARD CURB INLET LID SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO. 106-4L OR APPROVED EQUAL.
2. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWING 35506124.
3. CURB INLET LID AND FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD CURB INLET LID	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-07

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TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

STORM DETAILS (1 OF 6)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

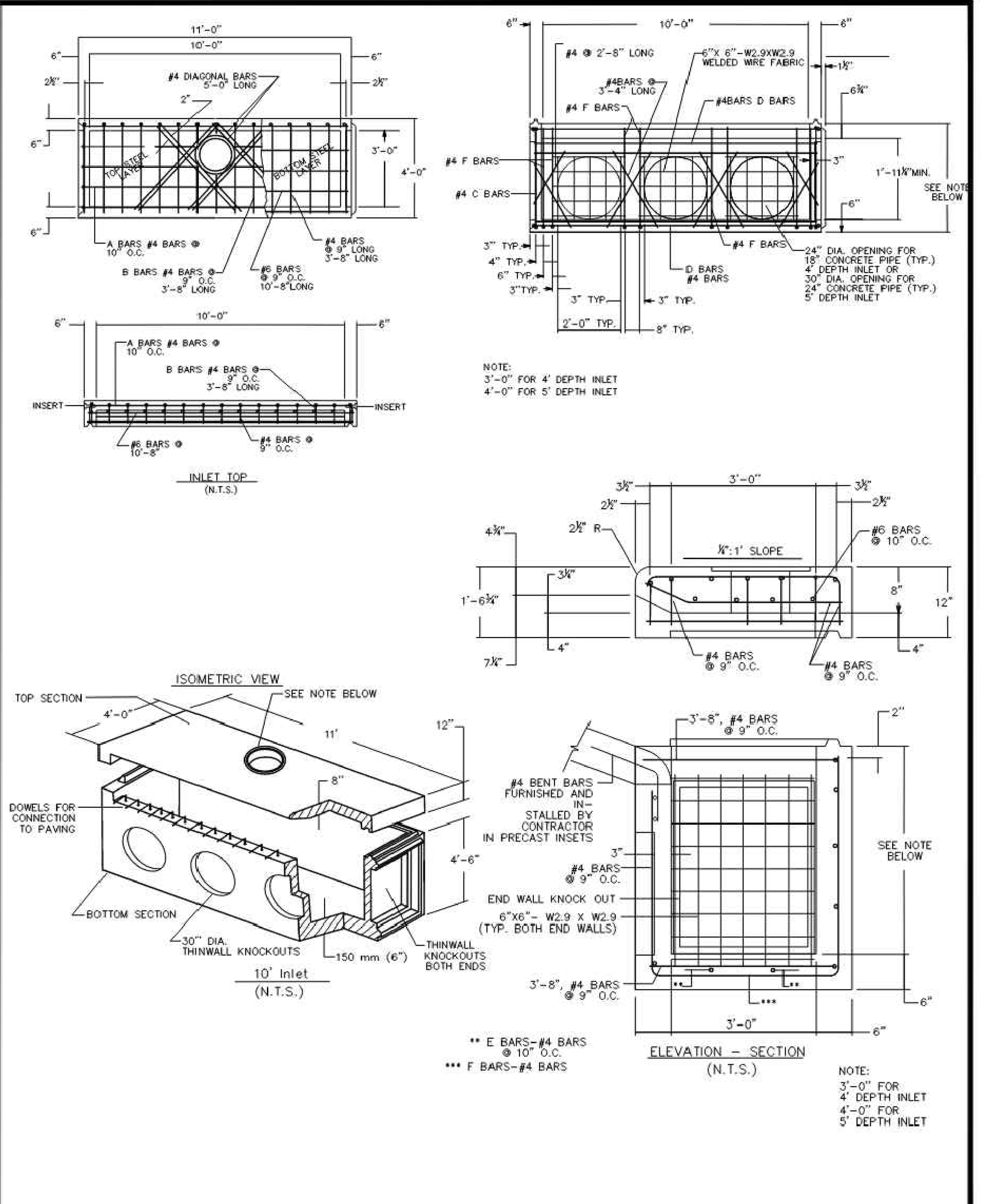
DRAWN BY: ARS

CHECKED BY: EU

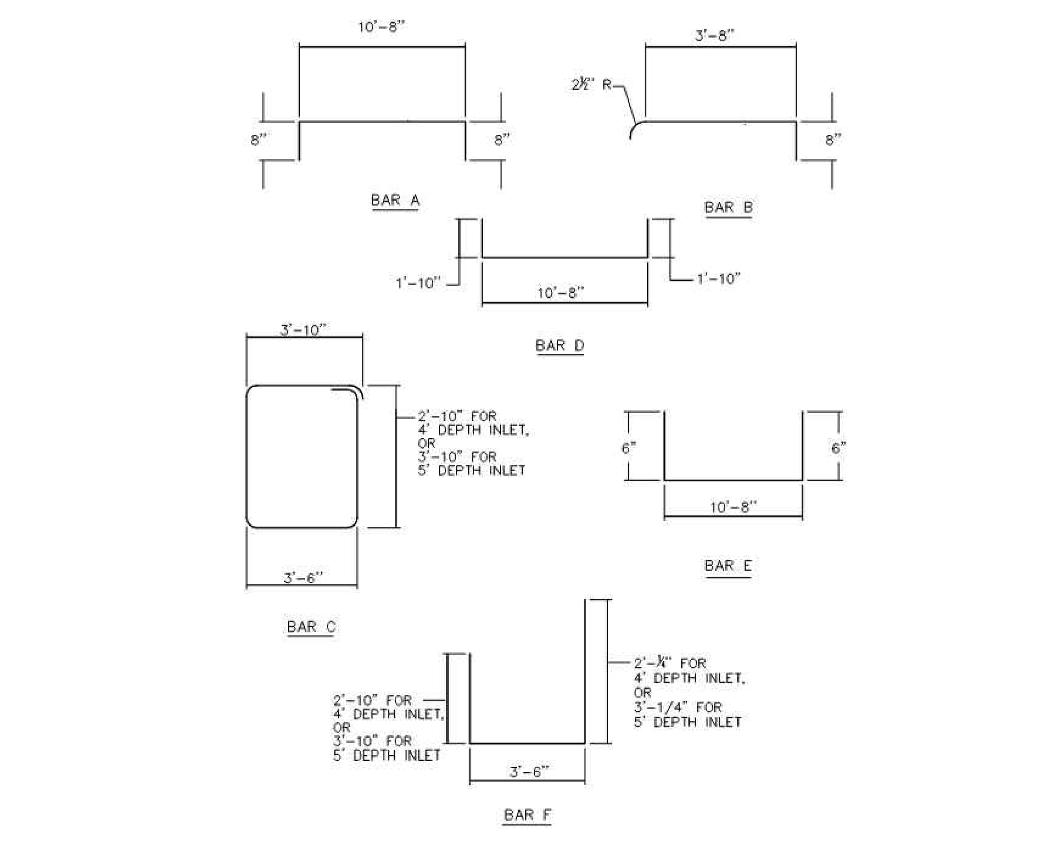
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 72 OF 89

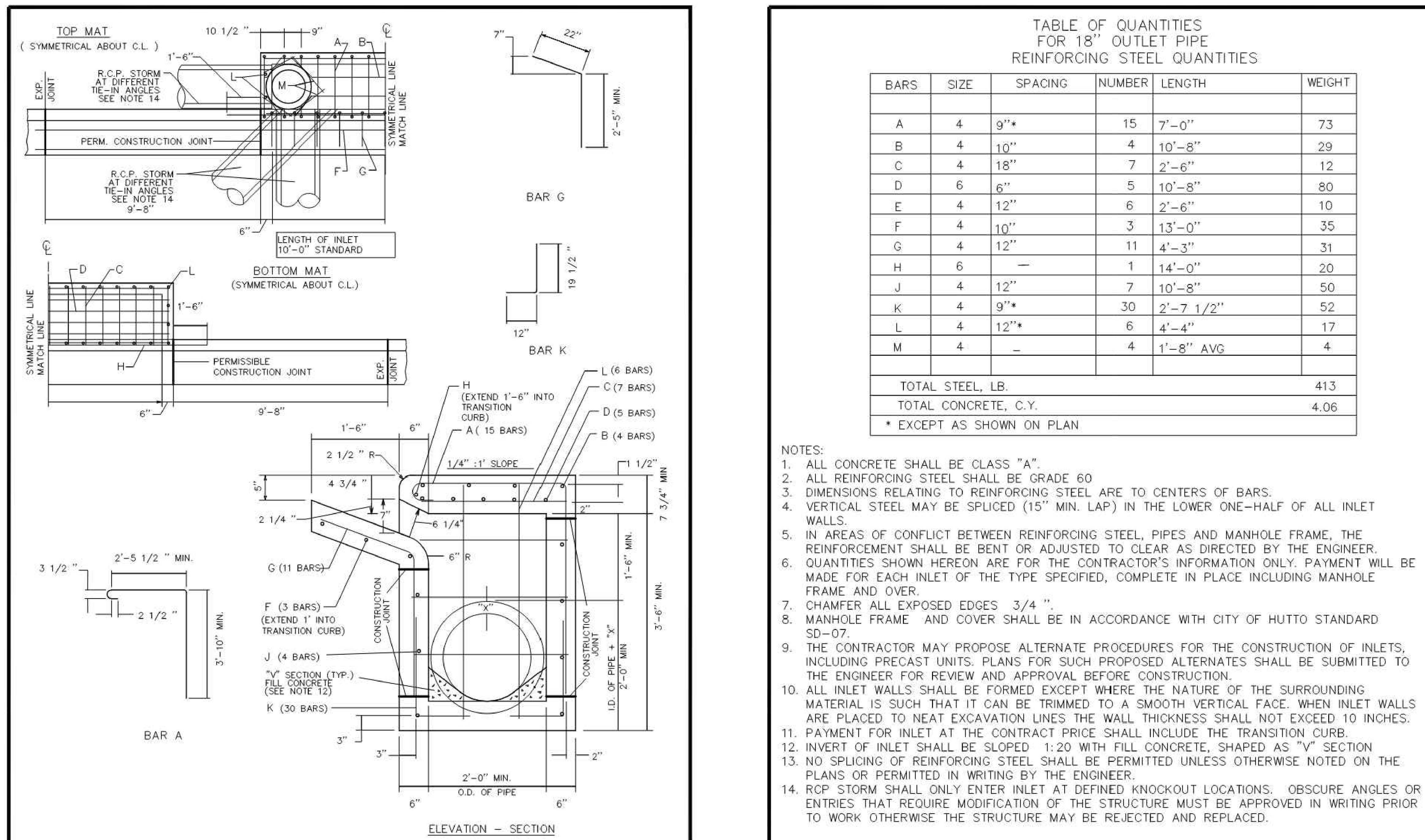


The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD CURB INLET (1 OF 2)
HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-08



NOTES:
1. ALL CONCRETE SHALL BE CLASS "A".
2. ALL REINFORCING STEEL SHALL BE GRADE 60
3. DIMENSIONS RELATING TO REINFORCING STEEL ARE TO CENTERS OF BARS.
4. IN AREAS OF CONFLICT BETWEEN REINFORCING STEEL, PIPES AND MANHOLE FRAME, THE REINFORCEMENT SHALL BE BENT OR ADJUSTED TO CLEAR AS DIRECTED BY THE ENGINEER.
5. PAYMENT FOR INLET AT THE CONTRACT PRICE SHALL INCLUDE THE TRANSITION CURB.
6. INVERT OF INLET SHALL BE SLOPED 1:20 WITH FILL CONCRETE BY CONTRACTOR, SHAPED AS "V" SECTION
7. WHEN PLACING PRECAST INLETS IN SERIES TO CREATE A 15'-0" OR 20'-0" CURB INLET, THE CONNECTION BETWEEN INLET BOXES SHALL BE SOIL TIGHT AND FULLY CONVEY THE PEAK DESIGN FLOW FROM THE UPSTREAM INLET(S). THE 1:20 INVERT SLOPE DESCRIBED IN NOTE 6 OF THIS DETAIL SHALL EXTEND FROM THE MOST DOWNSTREAM POINT TO THE MOST UPSTREAM OF THE CONNECTED INLET BOXES. AT NO TIME CAN MORE THAN 20-LF OF CURB OPENING BE CONNECTED TO A MAIN STORM DRAIN LINE WITH ONE LATERAL STORM DRAIN CONNECTION.
8. REINFORCED CONCRETE PIPE (RCP) CLASS III OR OTHER APPROVED CLASS SHALL ONLY ENTER THE INLET IN THE KNOCKOUT LOCATIONS. OTHER MODIFICATIONS OR ENTRY POINTS ARE NOT APPROVED AND MAY RESULT IN REQUIRED REPLACEMENT OF ENTIRE INLET.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD CURB INLET (2 OF 2)
HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-08



The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD CURB INLET (1 OF 2)
HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-09

TABLE OF QUANTITIES
FOR 18" OUTLET PIPE
REINFORCING STEEL QUANTITIES

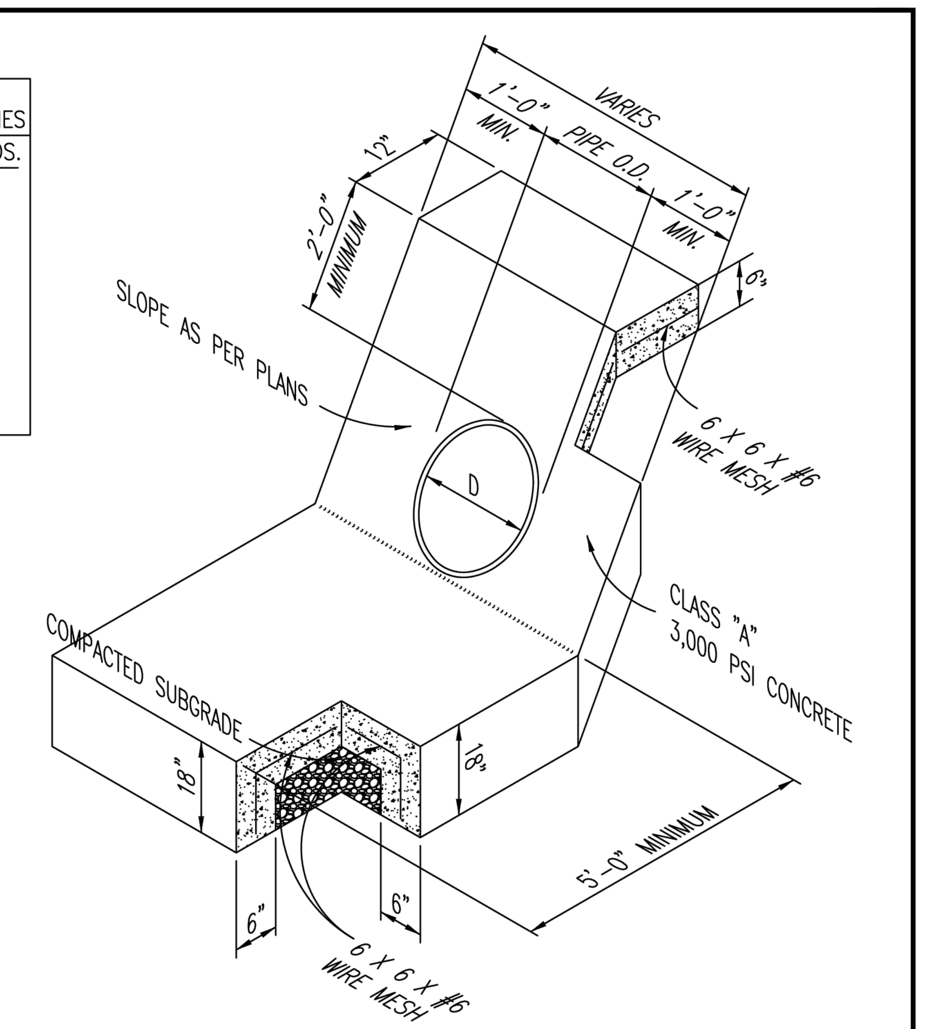
BARS	SIZE	SPACING	NUMBER	LENGTH	WEIGHT
A	4	9"*	15	7'-0"	73
B	4	10"	4	10'-8"	29
C	4	18"	7	2'-6"	12
D	6	6"	5	10'-8"	80
E	4	12"	6	2'-6"	10
F	4	10"	3	13'-0"	35
G	4	12"	11	4'-3"	31
H	6	—	1	14'-0"	20
J	4	12"	7	10'-8"	50
K	4	9"*	30	2'-7 1/2"	52
L	4	12"*	6	4'-4"	17
M	4	–	4	1'-8" AVG	4
TOTAL STEEL, LB.					413
TOTAL CONCRETE, C.Y.					4.06
* EXCEPT AS SHOWN ON PLAN					

NOTES:
1. ALL CONCRETE SHALL BE CLASS "A".
2. ALL REINFORCING STEEL SHALL BE GRADE 60
3. DIMENSIONS RELATING TO REINFORCING STEEL ARE TO CENTERS OF BARS.
4. VERTICAL STEEL MAY BE SPLICED (15" MIN. LAP) IN THE LOWER ONE-HALF OF ALL INLET WALLS.
5. IN AREAS OF CONFLICT BETWEEN REINFORCING STEEL, PIPES AND MANHOLE FRAME, THE REINFORCEMENT SHALL BE BENT OR ADJUSTED TO CLEAR AS DIRECTED BY THE ENGINEER.
6. QUANTITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S INFORMATION ONLY. PAYMENT WILL BE MADE FOR EACH INLET OF THE TYPE SPECIFIED, COMPLETE IN PLACE INCLUDING MANHOLE FRAME AND OVER.
7. CHAMFER ALL EXPOSED EDGES 3/4 ".
8. MANHOLE FRAME AND COVER SHALL BE IN ACCORDANCE WITH CITY OF HUTTO STANDARD SD-07.
9. THE CONTRACTOR MAY PROPOSE ALTERNATE PROCEDURES FOR THE CONSTRUCTION OF INLETS, INCLUDING PRECAST UNITS. PLANS FOR SUCH PROPOSED ALTERNATES SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL BEFORE CONSTRUCTION.
10. ALL INLET WALLS SHALL BE FORMED EXCEPT WHERE THE NATURE OF THE SURROUNDING MATERIAL IS SUCH THAT IT CAN BE TRIMMED TO A SMOOTH VERTICAL FACE. WHEN INLET WALLS ARE PLACED TO NEAT EXCAVATION LINES THE WALL THICKNESS SHALL NOT EXCEED 10 INCHES.
11. PAYMENT FOR INLET AT THE CONTRACT PRICE SHALL INCLUDE THE TRANSITION CURB.
12. INVERT OF INLET SHALL BE SLOPED 1:20 WITH FILL CONCRETE, SHAPED AS "V" SECTION
13. NO SPLICING OF REINFORCING STEEL SHALL BE PERMITTED UNLESS OTHERWISE NOTED ON THE PLANS OR PERMITTED IN WRITING BY THE ENGINEER.
14. RCP STORM SHALL ONLY ENTER INLET AT DEFINED KNOCKOUT LOCATIONS. OBSCURE ANGLES OR ENTRIES THAT REQUIRE MODIFICATION OF THE STRUCTURE MUST BE APPROVED IN WRITING PRIOR TO WORK OTHERWISE THE STRUCTURE MAY BE REJECTED AND REPLACED.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD CURB INLET (2 OF 2)
HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-09

MINIMUM RIP-RAP QUANTITIES

PIPE	SQ. YDS.
18"	6.2
24"	6.9
27"	7.8
30"	9.5
36"	10.4
42"	12.0
48"	14.3
54"	16.4



NOTES:
1. WHEN HEADWALLS AND WINGWALLS ARE REQUIRED, THEY SHALL CONFORM TO THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARDS, OR AS DIRECTED BY THE CITY.
2. ENERGY DISSIPATERS SHALL BE REQUIRED IF PIPE VELOCITY IS GREATER THAN 5.0 F.P.S. OR AS DIRECTED BY THE CITY OF HUTTO.
3. SUPPORT REINFORCING WIRE MESH REQUIRED AS SUPPORT FOR APPROACH SLAB AND SHALL BE SUPPORTED BY REBAR CHAIRS OR OTHER APPROVED METHODS.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TYPICAL CONCRETE RIPRAP AT PIPE
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-SD-10

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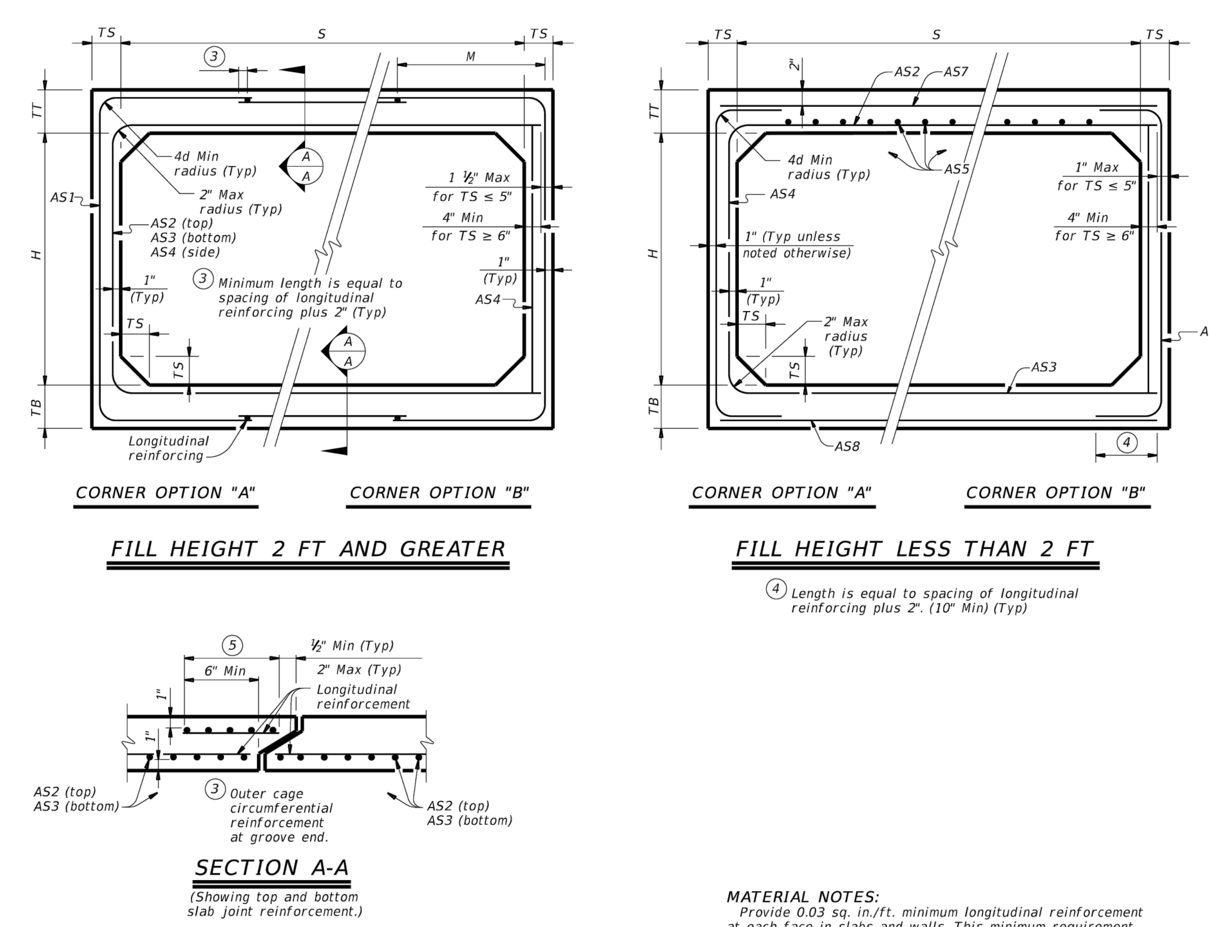
BOX DATA

S (ft.)	H (ft.)	TT (in.)	TB (in.)	TS (in.)	Fill Height (ft.)	M (Min) (in.)	AS1	AS2	AS3	AS4	AS5	AS7	AS8	(1) Lift Weight (tons)
SECTION DIMENSIONS							REINFORCING (sq. in. / ft.) (2)							
5	2	8	7	6	< 2	–	0.19	0.27	0.18	0.14	0.19	0.19	0.17	6.0
5	2	6	6	6	2 < 3	44	0.22	0.20	0.16	0.14	–	–	–	5.1
5	2	6	6	6	3 - 5	44	0.16	0.14	0.14	0.14	–	–	–	5.1
5	2	6	6	6	10	36	0.15	0.14	0.14	0.14	–	–	–	5.1
5	2	6	6	6	15	36	0.20	0.18	0.18	0.14	–	–	–	5.1
5	2	6	6	6	20	36	0.26	0.23	0.24	0.14	–	–	–	5.1
5	2	6	6	6	25	36	0.33	0.29	0.29	0.14	–	–	–	5.1
5	2	6	6	6	30	36	0.39	0.34	0.35	0.14	–	–	–	5.1
5	3	8	7	6	< 2	–	0.19	0.31	0.21	0.14	0.19	0.19	0.17	6.6
5	3	6	6	6	2 < 3	45	0.18	0.24	0.19	0.14	–	–	–	5.7
5	3	6	6	6	3 - 5	36	0.14	0.17	0.16	0.14	–	–	–	5.7
5	3	6	6	6	10	36	0.14	0.16	0.17	0.14	–	–	–	5.7
5	3	6	6	6	15	35	0.16	0.21	0.22	0.14	–	–	–	5.7
5	3	6	6	6	20	35	0.21	0.27	0.28	0.14	–	–	–	5.7
5	3	6	6	6	25	35	0.26	0.34	0.34	0.14	–	–	–	5.7
5	3	6	6	6	30	35	0.31	0.41	0.41	0.14	–	–	–	5.7
5	4	8	7	6	< 2	–	0.19	0.33	0.24	0.14	0.19	0.19	0.17	7.2
5	4	6	6	6	2 < 3	45	0.16	0.27	0.22	0.14	–	–	–	6.3
5	4	6	6	6	3 - 5	45	0.14	0.19	0.18	0.14	–	–	–	6.3
5	4	6	6	6	10	36	0.14	0.18	0.18	0.14	–	–	–	6.3
5	4	6	6	6	15	35	0.14	0.23	0.24	0.14	–	–	–	6.3
5	4	6	6	6	20	35	0.17	0.30	0.31	0.14	–	–	–	6.3
5	4	6	6	6	25	35	0.21	0.37	0.38	0.14	–	–	–	6.3
5	4	6	6	6	30	35	0.25	0.44	0.45	0.14	–	–	–	6.3
5	5	8	7	6	< 2	–	0.19	0.35	0.26	0.14	0.19	0.19	0.17	7.8
5	5	6	6	6	2 < 3	45	0.14	0.29	0.24	0.14	–	–	–	6.9
5	5	6	6	6	3 - 5	45	0.14	0.21	0.20	0.14	–	–	–	6.9
5	5	6	6	6	10	45	0.14	0.19	0.20	0.14	–	–	–	6.9
5	5	6	6	6	15	36	0.14	0.24	0.25	0.14	–	–	–	6.9
5	5	6	6	6	20	35	0.15	0.31	0.32	0.14	–	–	–	6.9
5	5	6	6	6	25	35	0.18	0.38	0.39	0.14	–	–	–	6.9
5	5	6	6	6	30	35	0.21	0.46	0.47	0.14	–	–	–	6.9

(1) For box length = 8'-0"
(2) AS1 thru AS4, AS7 and AS8 are minimum required areas of reinforcement per linear foot of box length. AS5 is minimum required area of reinforcement per linear foot of box width.



MATERIAL NOTES:
Provide 0.03 sq. in./ft. minimum longitudinal reinforcement at each face in slabs and walls. This minimum requirement may be met by the transverse wires when wire mesh reinforcement is used.
Provide Class H concrete (f'c = 5,000 psi).

GENERAL NOTES:
Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.
See Box Culverts Precast Miscellaneous Details (SCP-MD) standard sheet for details and notes not shown.
In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Submit shop plans for alternate designs in accordance with Item "Precast Concrete Structural Members (Fabrication)".

HL93 LOADING

Texas Department of Transportation — Bridge Division Standard

SINGLE BOX CULVERTS
PRECAST
5'-0" SPAN

SCP-5

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TBPELS FIRM #2946
GRAY ENGINEERING

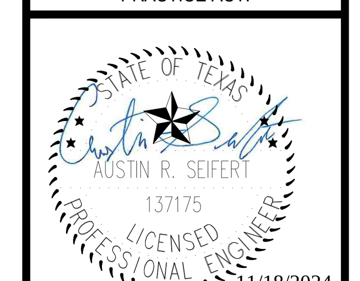
NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

STORM DETAILS
(2 OF 6)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.



SHEET 73 OF 89

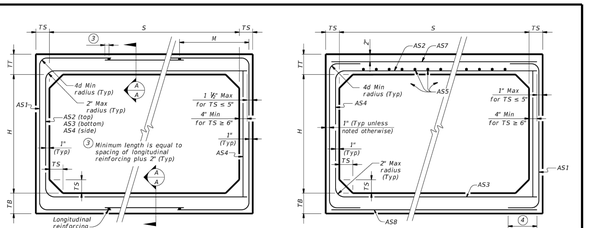
H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG DATE: 11/18/2024 11:06:08 AM BY: JHADLEY

BOX DATA

SECTION DIMENSIONS					Fill Height	H (Min)	REINFORCING (sq. in. / ft.) ②							① Lift Weight
S (ft.)	H (ft.)	TT (in.)	TB (in.)	TS (in.)	(ft.)	(in.)	AS1	AS2	AS3	AS4	AS5	AS7	AS8	(tons)
6	2	8	7	7	< 2	-	0.23	0.27	0.19	0.17	0.19	0.19	0.17	7.2
6	2	7	7	7	2 < 3	43	0.25	0.21	0.17	0.17	–	–	–	6.8
6	2	7	7	7	3 – 5	43	0.20	0.17	0.17	0.17	–	–	–	6.8
6	2	7	7	7	10	39	0.20	0.17	0.17	0.17	–	–	–	6.8
6	2	7	7	7	15	39	0.26	0.20	0.20	0.17	–	–	–	6.8
6	2	7	7	7	20	39	0.34	0.26	0.26	0.17	–	–	–	6.8
6	2	7	7	7	25	39	0.43	0.32	0.32	0.17	–	–	–	6.8
6	2	7	7	7	30	39	0.52	0.38	0.39	0.17	–	–	–	6.8
6	3	8	7	7	< 2	-	0.20	0.31	0.22	0.17	0.19	0.19	0.17	7.9
6	3	7	7	7	2 < 3	43	0.21	0.24	0.19	0.17	–	–	–	7.5
6	3	7	7	7	3 – 5	39	0.17	0.18	0.17	0.17	–	–	–	7.5
6	3	7	7	7	10	39	0.17	0.18	0.19	0.17	–	–	–	7.5
6	3	7	7	7	15	38	0.22	0.24	0.24	0.17	–	–	–	7.5
6	3	7	7	7	20	38	0.28	0.31	0.31	0.17	–	–	–	7.5
6	3	7	7	7	25	38	0.35	0.38	0.39	0.17	–	–	–	7.5
6	3	7	7	7	30	38	0.42	0.46	0.46	0.17	–	–	–	7.5
6	4	8	7	7	< 2	-	0.19	0.34	0.25	0.17	0.19	0.19	0.17	8.6
6	4	7	7	7	2 < 3	43	0.19	0.27	0.21	0.17	–	–	–	8.2
6	4	7	7	7	3 – 5	39	0.17	0.21	0.19	0.17	–	–	–	8.2
6	4	7	7	7	10	39	0.17	0.20	0.21	0.17	–	–	–	8.2
6	4	7	7	7	15	38	0.18	0.27	0.27	0.17	–	–	–	8.2
6	4	7	7	7	20	38	0.24	0.34	0.35	0.17	–	–	–	8.2
6	4	7	7	7	25	38	0.29	0.43	0.42	0.17	–	–	–	8.2
6	4	7	7	7	30	38	0.35	0.51	0.52	0.17	–	–	–	8.2
6	5	8	7	7	< 2	-	0.19	0.37	0.28	0.17	0.19	0.19	0.17	9.3
6	5	7	7	7	2 < 3	43	0.17	0.30	0.24	0.17	–	–	–	8.9
6	5	7	7	7	3 – 5	43	0.17	0.23	0.21	0.17	–	–	–	8.9
6	5	7	7	7	10	39	0.17	0.22	0.23	0.17	–	–	–	8.9
6	5	7	7	7	15	38	0.17	0.28	0.29	0.17	–	–	–	8.9
6	5	7	7	7	20	38	0.20	0.37	0.38	0.17	–	–	–	8.9
6	5	7	7	7	25	38	0.25	0.45	0.46	0.17	–	–	–	8.9
6	5	7	7	7	30	38	0.30	0.54	0.55	0.17	–	–	–	8.9
6	6	8	7	7	< 2	-	0.19	0.38	0.30	0.17	0.19	0.19	0.17	10
6	6	7	7	7	2 < 3	52	0.17	0.32	0.26	0.17	–	–	–	9.6
6	6	7	7	7	3 – 5	52	0.17	0.24	0.22	0.17	–	–	–	9.6
6	6	7	7	7	10	43	0.17	0.23	0.24	0.17	–	–	–	9.6
6	6	7	7	7	15	39	0.17	0.29	0.31	0.17	–	–	–	9.6
6	6	7	7	7	20	39	0.18	0.38	0.39	0.17	–	–	–	9.6
6	6	7	7	7	25	38	0.23	0.46	0.48	0.17	–	–	–	9.6
6	6	7	7	7	30	38	0.27	0.55	0.57	0.17	–	–	–	9.6

① For box length = 8'-0"

② AS1 thru AS4, AS7 and AS8 are minimum required areas of reinforcement per linear foot of box length. AS5 is minimum required area of reinforcement per linear foot of box width.



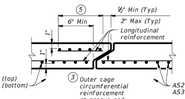
CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT 2 FT AND GREATER

CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT

④ Length is equal to spacing of longitudinal reinforcing plus 2". (10" Min) (Typ)



SECTION A-A

(Showing top and bottom slab joint reinforcement.)

MATERIAL NOTES:
Provide 0.03 sq. in./ft. minimum longitudinal reinforcement at each face in slabs and walls. This minimum requirement may be met by the transverse wires when wire mesh reinforcement is used.
Provide Class H concrete (f'c = 5,000 psi).

GENERAL NOTES:
Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.
See Box Culverts Precast Miscellaneous Details (SCP-MD) standard sheet for details and notes not shown.
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HL93 LOADING

Texas Department of Transportation | Bridge Division Standard

SINGLE BOX CULVERTS
PRECAST
6'-0" SPAN

SCP-6

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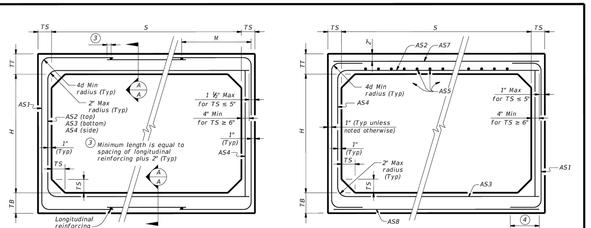
BOX DATA

SECTION DIMENSIONS					Fill Height	H (Min)	REINFORCING (sq. in. / ft.) ②							① Lift Weight
S (ft.)	H (ft.)	TT (in.)	TB (in.)	TS (in.)	(ft.)	(in.)	AS1	AS2	AS3	AS4	AS5	AS7	AS8	(tons)
7	3	8	8	8	< 2	-	0.23	0.31	0.22	0.19	0.19	0.19	0.19	9.6
7	3	8	8	8	2 < 3	47	0.27	0.25	0.24	0.19	–	–	–	9.6
7	3	8	8	8	3 – 5	43	0.19	0.19	0.19	0.19	–	–	–	9.6
7	3	8	8	8	10	43	0.21	0.20	0.21	0.19	–	–	–	9.6
7	3	8	8	8	15	43	0.28	0.26	0.27	0.19	–	–	–	9.6
7	3	8	8	8	20	43	0.36	0.34	0.35	0.19	–	–	–	9.6
7	3	8	8	8	25	43	0.45	0.42	0.43	0.19	–	–	–	9.6
7	3	8	8	8	30	43	0.54	0.50	0.51	0.19	–	–	–	9.6
7	4	8	8	8	< 2	-	0.21	0.34	0.25	0.19	0.19	0.19	0.19	10.4
7	4	8	8	8	2 < 3	43	0.23	0.28	0.28	0.19	–	–	–	10.4
7	4	8	8	8	3 – 5	43	0.19	0.22	0.19	0.19	–	–	–	10.4
7	4	8	8	8	10	43	0.19	0.23	0.23	0.19	–	–	–	10.4
7	4	8	8	8	15	41	0.24	0.30	0.30	0.19	–	–	–	10.4
7	4	8	8	8	20	41	0.31	0.38	0.39	0.19	–	–	–	10.4
7	4	8	8	8	25	41	0.38	0.47	0.48	0.19	–	–	–	10.4
7	4	8	8	8	30	41	0.46	0.57	0.57	0.19	–	–	–	10.4
7	5	8	8	8	< 2	-	0.19	0.36	0.27	0.19	0.19	0.19	0.19	11.2
7	5	8	8	8	2 < 3	47	0.21	0.31	0.31	0.19	–	–	–	11.2
7	5	8	8	8	3 – 5	43	0.19	0.24	0.21	0.19	–	–	–	11.2
7	5	8	8	8	10	43	0.19	0.25	0.26	0.19	–	–	–	11.2
7	5	8	8	8	15	41	0.21	0.32	0.33	0.19	–	–	–	11.2
7	5	8	8	8	20	41	0.27	0.41	0.42	0.19	–	–	–	11.2
7	5	8	8	8	25	41	0.33	0.51	0.52	0.19	–	–	–	11.2
7	5	8	8	8	30	41	0.40	0.61	0.62	0.19	–	–	–	11.2
7	6	8	8	8	< 2	-	0.19	0.38	0.30	0.19	0.19	0.19	0.19	12.0
7	6	8	8	8	2 < 3	59	0.19	0.33	0.34	0.19	–	–	–	12.0
7	6	8	8	8	3 – 5	47	0.19	0.25	0.23	0.19	–	–	–	12.0
7	6	8	8	8	10	43	0.19	0.26	0.27	0.19	–	–	–	12.0
7	6	8	8	8	15	41	0.19	0.34	0.35	0.19	–	–	–	12.0
7	6	8	8	8	20	41	0.24	0.43	0.45	0.19	–	–	–	12.0
7	6	8	8	8	25	41	0.29	0.53	0.55	0.19	–	–	–	12.0
7	6	8	8	8	30	41	0.35	0.64	0.65	0.19	–	–	–	12.0
7	7	8	8	8	< 2	-	0.19	0.40	0.33	0.19	0.19	0.19	0.19	12.8
7	7	8	8	8	2 < 3	59	0.19	0.36	0.37	0.19	–	–	–	12.8
7	7	8	8	8	3 – 5	59	0.19	0.27	0.25	0.19	–	–	–	12.8
7	7	8	8	8	10	47	0.19	0.27	0.29	0.19	–	–	–	12.8
7	7	8	8	8	15	43	0.19	0.35	0.37	0.19	–	–	–	12.8
7	7	8	8	8	20	43	0.22	0.44	0.46	0.19	–	–	–	12.8
7	7	8	8	8	25	43	0.27	0.54	0.57	0.19	–	–	–	12.8
7	7	8	8	8	30	41	0.32	0.65	0.67	0.19	–	–	–	12.8

① For box length = 8'-0"

② AS1 thru AS4, AS7 and AS8 are minimum required areas of reinforcement per linear foot of box length. AS5 is minimum required area of reinforcement per linear foot of box width.



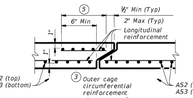
CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT 2 FT AND GREATER

CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT

④ Length is equal to spacing of longitudinal reinforcing plus 2". (10" Min) (Typ)



SECTION A-A

(Showing top and bottom slab joint reinforcement.)

MATERIAL NOTES:
Provide 0.03 sq. in./ft. minimum longitudinal reinforcement at each face in slabs and walls. This minimum requirement may be met by the transverse wires when wire mesh reinforcement is used.
Provide Class H concrete (f'c = 5,000 psi).

GENERAL NOTES:
Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.
See Box Culverts Precast Miscellaneous Details (SCP-MD) standard sheet for details and notes not shown.
In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Submit shop plans for alternate designs in accordance with Item "Precast Concrete Structural Members (Fabrication)".

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Texas Department of Transportation | Bridge Division Standard

SINGLE BOX CULVERTS
PRECAST
7'-0" SPAN

SCP-7

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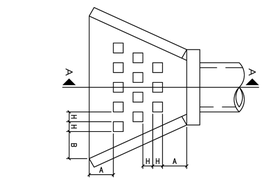
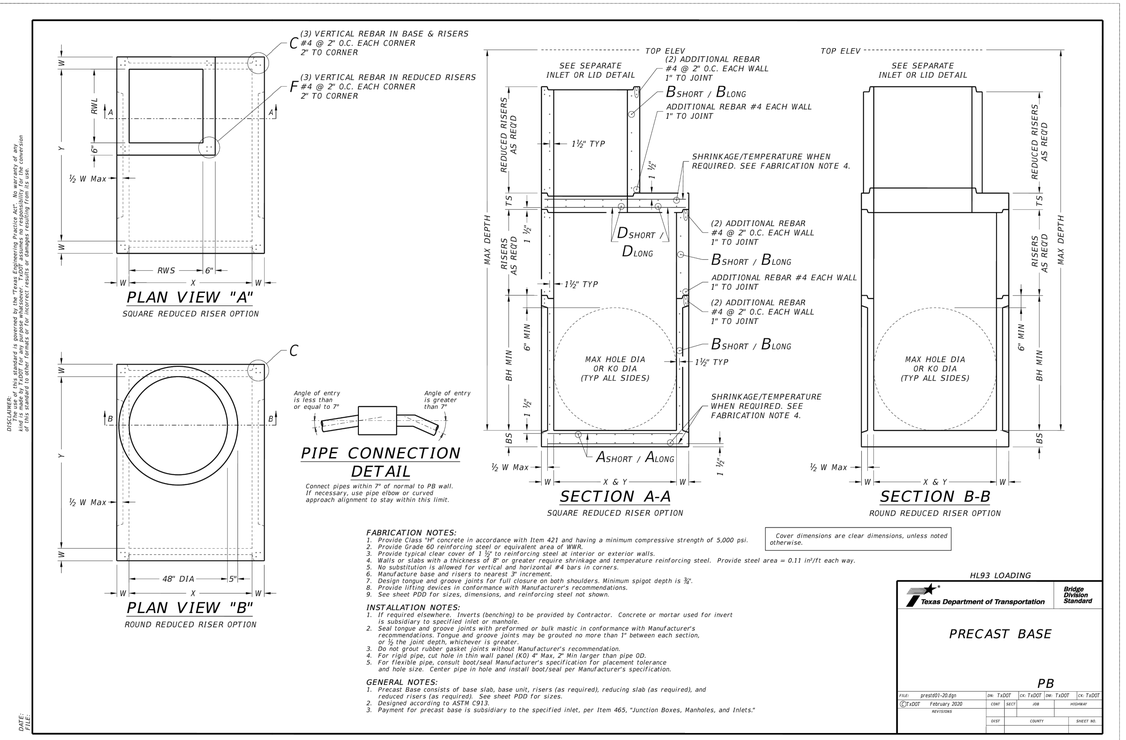


NOTES:
1. USE CLASS "A" CONCRETE, 3,000 PSI AT 28 DAYS, UNLESS NOTED.
2. REINFORCING STEEL – ASTM A615, GRADE 40, UNLESS NOTED.
3. LAP REINFORCING 30 BAR DIAMETERS MIN. AT SPLICES, UNLESS NOTED.
4. CHAMFER EXPOSED EDGES OF CONCRETE 3/4", UNLESS NOTED.
5. PLACE REINFORCING WITH THE CENTER OF THE OUTSIDE BARS 2 INCHES FROM THE SURFACE OF THE CONCRETE.

TABLE OF DIMENSIONS FOR ENERGY DISSIPATOR DETAIL

D PIPE DIAMETER (INCHES)	NUMBER OF ROWS OF DISSIPATORS	NUMBER OF DISSIPATORS IN FRONT ROW	H (INCHES)	A (INCHES)	B (INCHES)
12	1	3	4	4	9.1875
18	2	4	4 1/2	9 1/2	15.5625
24	2	5	6	14 3/4	16 1/2
30	3	6	7 1/2	12 1/2	14 3/8
36	3	6	9	16 1/4	18 5/16
42	3	6	10 1/2	20	22 1/4
48	3	6	12	23 3/4	26 1/4
54	3	6	13 1/2	27 1/2	27 3/4
60	3	6	15	31 1/4	31 5/8

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	ENERGY DISSIPATOR	
HUTTO CITY OF	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.		STANDARD NO. CH-SD-11



FABRICATION NOTES:
1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.

Cover dimensions are clear dimensions, unless noted otherwise.

INSTALLATION NOTES:
1. If required elsewhere. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to specified inlet or manhole.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:
1. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for precast base is subsidiary to the specified inlet, per Item 465, "Junction Boxes, Manholes, and Inlets."

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PRECAST BASE

PB

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FAX(512)454-9933
TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

STORM DETAILS
(3 OF 6)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 74 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG, DATE: 11/18/2024 11:06:13 AM, BY: JHADLEY

Size	MAX DEPTH = 15 ft. to top of BASE SLAB									MAX DEPTH = 25 ft. to top of BASE SLAB											
	Base Slab			Base Unit orRiser Walls			Below Grade Slab (w/PJB)Reducing Slab (w/PB)			Base Slab			Base Unit orRiser Walls			Below Grade Slab (w/PJB)Reducing Slab (w/PB)				Min Height (See Gen Note 3)	Max HOLE DIA (See Fab. Note 2)	Max KO DIA (See Fab. Note 2)
	Short Span/Reinf Steel/Area	Long Span/Reinf Steel/Area	Thickness	Short Span/Reinf Steel/Area	Long Span/Reinf Steel/Area	Thickness	Reduced Riser Size	Short Span/Reinf Steel/Area	Long Span/Reinf Steel/Area	Thickness	Short Span/Reinf Steel/Area	Long Span/Reinf Steel/Area	Thickness	Short Span/Reinf Steel/Area	Long Span/Reinf Steel/Area	Thickness	Reduced Riser Size	Short Span/Reinf Steel/Area	Long Span/Reinf Steel/Area	Thickness			
X x Y	Ashort	Along	BS	Bshort	Blong	W	RWSxRWLor ID	Dshort	Dlong	TS	Ashort	Along	BS	Bshort	Blong	W	RWSxRWLor ID	Dshort	Dlong	TS	BH MIN	HOLE DIA	KO DIA
ft.	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	ft. **	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	ft. **	in²/ft	in²/ft	in.	ft.	in.	in.
3x3	0.23	0.23	6	0.19	0.19	6	N/A	0.37	0.37	9	0.29	0.29	6	0.24	0.24	6	N/A	0.37	0.37	9	3.5	36	36
4x4	0.29	0.29	6	0.24	0.24	6	N/A	0.41	0.41	9	0.47	0.47	6	0.38	0.38	6	N/A	0.41	0.41	9	4.5	48	48
3x5	0.29	0.18	6	0.19	0.35	6	N/A	0.48	0.48	9	0.39	0.18	6	0.23	0.59	6	N/A	0.48	0.48	9	3.5	36/60	36/60
4x5	0.36	0.18	6	0.22	0.34	6	N/A	0.42	0.42	9	0.53	0.26	6	0.39	0.59	6	N/A	0.42	0.42	9	4.5	48/60	48/60
5x5	0.36	0.36	6	0.34	0.34	6	N/A	0.43	0.43	9	0.62	0.62	6	0.59	0.59	6	N/A	0.43	0.43	9	5.5	60	60
5x6	0.27	0.27	9	0.34	0.45	6	N/A	0.48	0.48	9	0.47	0.45	9	0.38	0.54	8	N/A	0.48	0.48	9	5.5	60/72	60/72
6x6	0.27	0.27	9	0.45	0.45	6	N/A	0.56	0.56	9	0.52	0.52	9	0.54	0.54	8	N/A	0.56	0.56	9	6.5	72	72
8x8	0.46	0.46	9	0.51	0.51	8	N/A	0.45	0.45	12	0.87	0.87	9	0.59	0.59	10	N/A	0.45	0.45	12	8.5	96	72
3x3	0.23	0.23	6	0.19	0.19	6	N/A	N/A	N/A	N/A	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	3.5	36	36
4x4	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	0.47	0.47	6	0.38	0.38	6	N/A	N/A	N/A	N/A	4.5	48	48
3x5	0.29	0.18	6	0.19	0.35	6	3x3	0.30	0.34	9	0.39	0.18	6	0.23	0.59	6	3x3	0.40	0.40	9	3.5	36/60	36/60
4x5	0.36	0.18	6	0.22	0.34	6	3x3	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	3x3	0.46	0.37	9	4.5	48/60	48/60
4x5	0.36	0.18	6	0.22	0.34	6	4x4	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	4x4	0.39	0.39	9	4.5	48/60	48/60
4x5	0.36	0.18	6	0.22	0.34	6	48"	0.39	0.39	9	0.53	0.26	6	0.39	0.59	6	48"	0.47	0.47	9	4.5	48/60	48/60
4x5	0.36	0.18	6	0.22	0.34	6	3x5	0.33	0.40	9	0.53	0.26	6	0.39	0.59	6	3x5	0.48	0.48	9	4.5	48/60	48/60
5x5	0.36	0.36	6	0.34	0.34	6	3x3	0.34	0.34	9	0.62	0.62	6	0.59	0.59	6	3x3	0.53	0.53	9	5.5	60	60
5x5	0.36	0.36	6	0.34	0.34	6	4x4	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	4x4	0.64	0.64	9	5.5	60	60
5x5	0.38	0.38	6	0.34	0.34	6	48"	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	48"	0.64	0.64	9	5.5	60	60
5x5	0.36	0.36	6	0.34	0.34	6	3x5	0.34	0.40	9	0.62	0.62	6	0.59	0.59	6	3x5	0.53	0.53	9	5.5	60	60
5x6	0.31	0.31	9	0.34	0.45	6	3x3	0.34	0.34	9	0.47	0.45	9	0.38	0.54	8	3x3	0.61	0.50	9	5.5	60/72	60/72
5x6	0.27	0.27	9	0.34	0.45	6	4x4	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	4x4	0.74	0.57	9	5.5	60/72	60/72
5x6	0.29	0.29	9	0.34	0.45	6	48"	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	48"	0.74	0.57	9	5.5	60/72	60/72
5x6	0.29	0.29	9	0.34	0.45	6	3x5	0.45	0.45	9	0.47	0.45	9	0.38	0.54	8	3x5	0.61	0.61	9	5.5	60/72	60/72
6x6	0.29	0.29	9	0.45	0.45	6	3x3	0.41	0.41	9	0.52	0.52	9	0.54	0.54	8	3x3	0.74	0.74	9	6.5	72	72
6x6	0.27	0.27	9	0.45	0.45	6	4x4	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	4x4	0.87	0.87	9	6.5	72	72
6x6	0.29	0.29	9	0.45	0.45	6	48"	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	48"	0.87	0.87	9	6.5	72	72
6x6	0.29	0.29	9	0.45	0.45	6	3x5	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	3x5	0.87	0.87	9	6.5	72	72
8x8	0.52	0.52	9	0.51	0.51	8	3x3	0.61	0.61	12	0.91	0.91	9	0.70	0.70	10	3x3	0.85	0.85	12	8.5	96	72
8x8	0.52	0.52	9	0.51	0.51	8	4x4	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	4x4	1.01	1.01	12	8.5	96	72
8x8	0.52	0.52	9	0.51	0.51	8	48"	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	48"	1.01	1.01	12	8.5	96	72
8x8	0.52	0.52	9	0.51	0.51	8	3x5	0.70	0.85	12	0.87	0.87	9	0.70	0.70	10	3x5	1.01	1.01	12	8.5	96	72

** Unless otherwise indicated.

FABRICATION NOTES:
1. Maximum spacing of reinforcement is 8".
2. At manufacturer's option, provide cast or cored holes or thin wall panels (KO) to the maximum diameter shown for each. When no penetration is required, it is acceptable to provide a wall with no sectional reduction.

GENERAL NOTES:
1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PJB for details.
2. Precast Base consists of riser slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PB for details.
3. Min Height shown is for stock base units. Use stock base units wherever practical. Smaller height base units can be used in special installation circumstances, when noted elsewhere in the plans. Absolute minimum height of base units is 2'-0".

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DESIGN DATA FOR PRECAST BASE AND JUNCTION BOX

PDD

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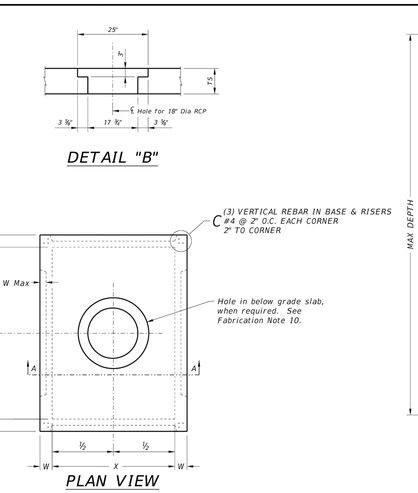

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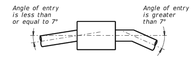

PIPE CONNECTION DETAIL

Connect pipes within 7° of normal to PJB wall. If necessary, use pipe elbow or curved approach alignment to stay within this limit.

FABRICATION NOTES:
1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.
10. Provide hole in below grade slab only when PJB is installed with inlet type POD.

INSTALLATION NOTES:
1. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to junction box.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:
1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for junction box is per Item 465 "Junction Boxes, Manholes, and Inlets" by type and size.

Cover dimensions are clear dimensions, unless noted otherwise.

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PRECAST JUNCTION BOX

PJB

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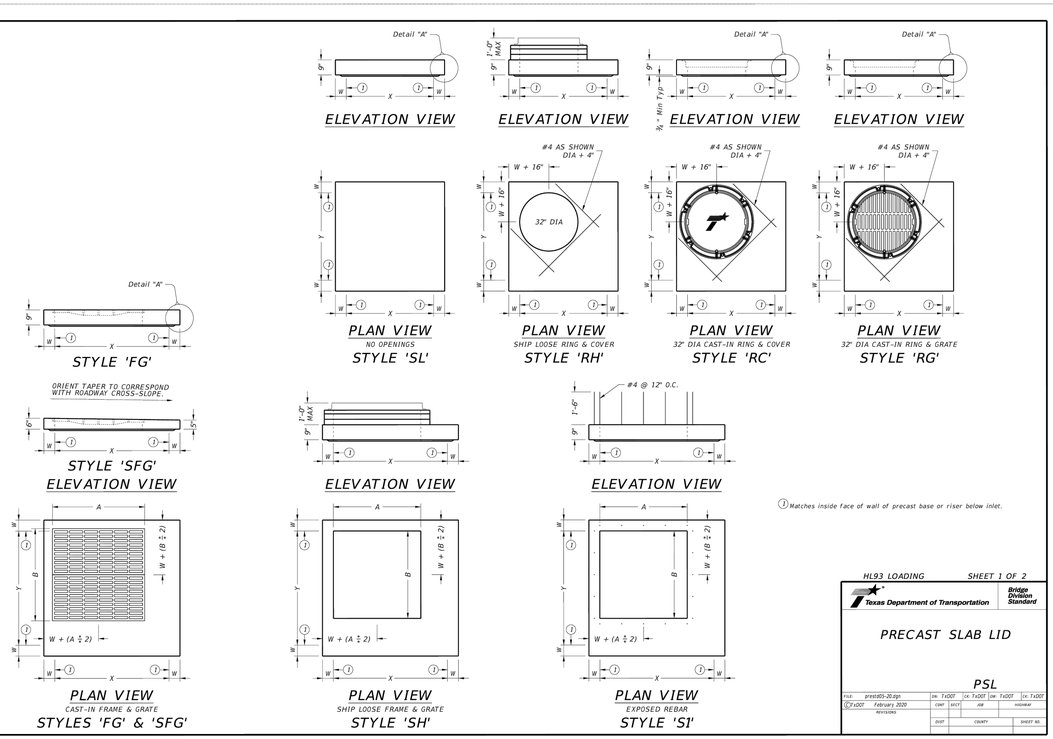

1 Matches inside face of wall of precast base or riser below inlet.

HL93 LOADING SHEET 1 OF 2

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PRECAST SLAB LID

PSL

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FAX(512)454-9933
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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

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LIDELL WALKER PHASE 3

STORM DETAILS
(4 OF 6)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

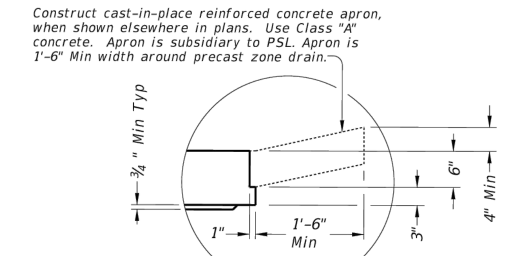
SHEET 75 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG, DATE: 11/18/2024 11:06:20 AM, BY: JHADLEY

Style	Size (X x Y)	W ②	A x B (nominal)	Short Span Reinf Steel Area	Long Span Reinf Steel Area
SL	3'x3'	6"	n/a	0.37 in²/ft	0.37 in²/ft
RH,RC,RG,SH,S1,FG	3'x3'	6"	3'x3' or 32" Dia	0.37 in²/ft	0.37 in²/ft
SFG	3'x3'	6"	3'x3'	0.32 in²/ft	0.32 in²/ft
SL	4'x4'	6"	n/a	0.34 in²/ft	0.34 in²/ft
RH,RC,RG,SH,S1,FG	4'x4'	6"	3'x3' or 32" Dia	0.41 in²/ft	0.41 in²/ft
SH,S1,FG	4'x4'	6"	4'x4'	0.41 in²/ft	0.41 in²/ft
SFG	4'x4'	6"	4'x4'	0.32 in²/ft	0.32 in²/ft
SL	3'x5'	6"	n/a	0.39 in²/ft	0.39 in²/ft
RH,RC,RG,SH,S1,FG	3'x5'	6"	3'x3' or 32" Dia	0.48 in²/ft	0.48 in²/ft
SH,S1,FG	3'x5'	6"	3'x5'	0.48 in²/ft	0.48 in²/ft
SFG	3'x5'	6"	3'x5'	0.32 in²/ft	0.32 in²/ft
SL	4'x5'	6"	n/a	0.42 in²/ft	0.42 in²/ft
RH,RC,RG,SH,S1,FG	4'x5'	6"	3'x3' or 32" Dia	0.42 in²/ft	0.42 in²/ft
SH,S1,FG	4'x5'	6"	4'x4'	0.63 in²/ft	0.63 in²/ft
SH,S1,FG	4'x5'	6"	3'x5'	0.66 in²/ft	0.66 in²/ft
SL	5'x5'	6"	n/a	0.36 in²/ft	0.36 in²/ft
RH,RC,RG,SH,S1,FG	5'x5'	6"	3'x3' or 32" Dia	0.43 in²/ft	0.43 in²/ft
SH,S1,FG	5'x5'	6"	4'x4'	0.63 in²/ft	0.63 in²/ft
SH,S1,FG	5'x5'	6"	3'x5'	0.63 in²/ft	0.63 in²/ft
SL	5'x6'	6"/8"	n/a	0.48 in²/ft	0.48 in²/ft
RH,RC,RG,SH,S1,FG	5'x6'	6"/8"	3'x3' or 32" Dia	0.48 in²/ft	0.48 in²/ft
SH,S1,FG	5'x6'	6"/8"	4'x4'	0.60 in²/ft	0.60 in²/ft
SH,S1,FG	5'x6'	6"/8"	3'x5'	0.60 in²/ft	0.60 in²/ft
SL	6'x6'	6"/8"	n/a	0.43 in²/ft	0.43 in²/ft
RH,RC,RG,SH,S1,FG	6'x6'	6"/8"	3'x3' or 32" Dia	0.56 in²/ft	0.56 in²/ft
SH,S1,FG	6'x6'	6"/8"	4'x4'	0.56 in²/ft	0.56 in²/ft
SH,S1,FG	6'x6'	6"/8"	3'x5'	0.59 in²/ft	0.59 in²/ft
SL	8'x8'	8"/10"	n/a	0.45 in²/ft	0.45 in²/ft
RH,RC,RG,SH,S1,FG	8'x8'	8"/10"	3'x3' or 32" Dia	0.45 in²/ft	0.45 in²/ft
SH,S1,FG	8'x8'	8"/10"	4'x4'	0.45 in²/ft	0.45 in²/ft
SH,S1,FG	8'x8'	8"/10"	3'x5'	0.45 in²/ft	0.45 in²/ft

② See sheet PDD for corresponding wall thickness (W) of base unit or riser.

Construct cast-in-place reinforced concrete apron, when shown elsewhere in plans. Use Class "A" concrete. Apron is subsidiary to PSL. Apron is 1'-6" Min width around precast zone drain.



DETAIL "A"

(Reinforcing not shown for clarity)

When an apron is to be cast around PSL, use detail above to create an apron ledge on all 4 sides.

FABRICATION NOTES:

1. Locate penetration (Style 'RH'), ring and cover (Style 'RC'), ring and grate (Style 'RG'), and frame and grate (Style 'FG') in a corner. Only one penetration is allowed per slab lid.
2. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
3. Provide Grade 60 reinforcing steel or equivalent area of WWR.
4. Provide clear cover of ¾" to reinforcing from lower outside shoulder of slab for structural reinforcement, and 2" from top of slab for shrinkage and temperature reinforcement. Place short span reinforcing closest to surface.
5. Slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing. Provide steel area = 0.11 in²/ft each way.
6. No substitution is allowed for diagonal #4 bars around openings.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.

INSTALLATION NOTES:

1. Precast slab lids are intended for direct traffic and may be placed in roadway.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. Initial installation of grade adjustment rings for Styles 'RH' and 'SH' is limited to 1'-0" Max as shown.
5. Grade adjustment rings for Styles 'RH' and 'SH' may be increased to 2'-0" Max when future construction affects final grade of structure. Make adjustments greater than 2'-0" with additional risers. Adjustments can be made up to Max depth shown on sheet PDD. Structure must be evaluated if Max depth will be exceeded.
6. Orient long dimension of grate slots perpendicular to traffic, unless noted otherwise on plans

GENERAL NOTES:

1. Designed according to ASTM C913.
2. Payment for lid is per Item 465, "Junction Boxes, Manholes, and Inlets" by type, style, size, and opening size (when applicable).

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING SHEET 2 OF 2

Texas Department of Transportation — Bridge Division Standard

PRECAST SLAB LID

PSL

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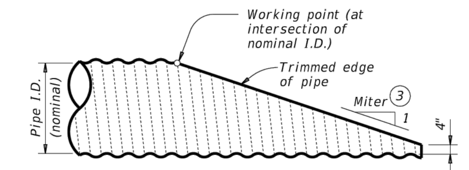
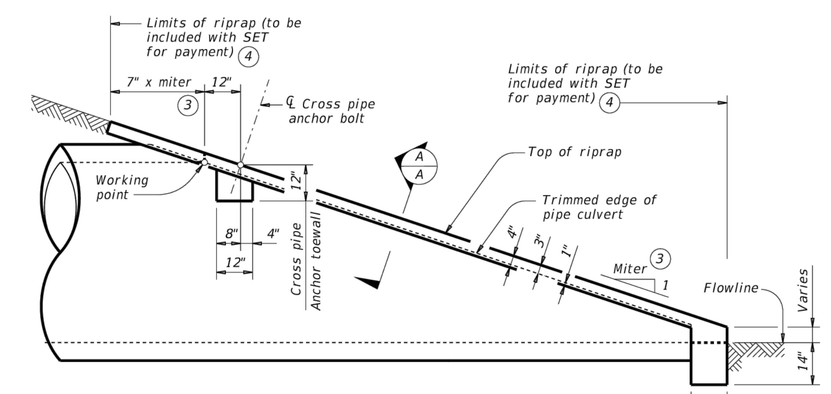


NOTE: All pipe runners, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

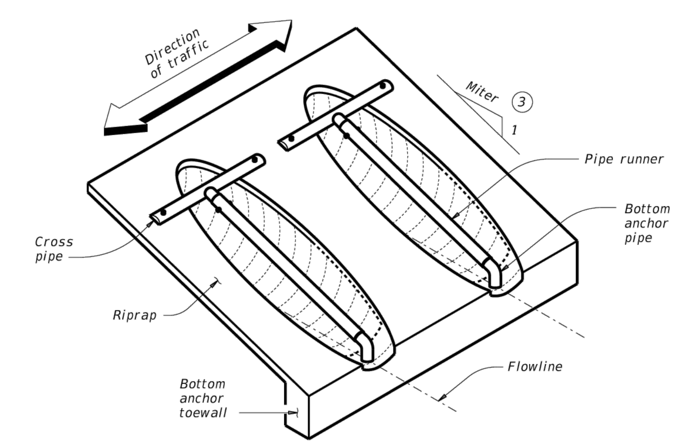
SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

(Showing corrugated metal pipe (CMP) culvert. Details of reinforced concrete pipe (RCP) culvert are similar.)



SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

(Showing reinforced concrete pipe (RCP) culvert. Details of corrugated metal pipe (CMP) culvert are similar. Pipe runners not shown for clarity)



ISOMETRIC VIEW OF TYPICAL INSTALLATION

(Showing installation with no skew.)

CROSS PIPE LENGTHS AND PIPE RUNNER LENGTHS ① ②

Nominal Culvert I.D.	Pipe Culvert Spa ~ G	Cross Pipe Length	3:1 Side Slope 0° Skew	3:1 15° Skew	3:1 30° Skew	3:1 45° Skew	4:1 Side Slope 0° Skew	4:1 15° Skew	4:1 30° Skew	4:1 45° Skew	6:1 Side Slope 0° Skew	6:1 15° Skew	6:1 30° Skew	6:1 45° Skew
24"	1' - 7"	3' - 5"	N/A	N/A	N/A	5' - 10"	N/A	N/A	N/A	8' - 1"	N/A	N/A	N/A	12' - 9"
27"	1' - 8"	3' - 8"	N/A	N/A	5' - 5"	6' - 11"	N/A	N/A	7' - 7"	9' - 7"	N/A	N/A	11' - 11"	14' - 11"
30"	1' - 10"	3' - 11"	N/A	N/A	6' - 4"	8' - 0"	N/A	N/A	8' - 9"	11' - 0"	N/A	N/A	13' - 8"	17' - 0"
33"	1' - 11"	4' - 2"	6' - 2"	6' - 5"	7' - 3"	9' - 1"	8' - 6"	8' - 10"	10' - 0"	12' - 5"	13' - 3"	13' - 9"	15' - 5"	19' - 2"
36"	2' - 1"	4' - 5"	6' - 11"	7' - 3"	8' - 2"	10' - 2"	9' - 6"	9' - 11"	11' - 2"	13' - 10"	14' - 9"	15' - 3"	17' - 2"	21' - 3"
42"	2' - 4"	4' - 11"	8' - 6"	8' - 10"	9' - 11"	12' - 4"	11' - 7"	12' - 0"	13' - 6"	16' - 8"	17' - 9"	18' - 5"	20' - 8"	25' - 7"
48"	2' - 7"	5' - 5"	10' - 1"	10' - 5"	11' - 9"	N/A	13' - 7"	14' - 2"	15' - 10"	N/A	20' - 9"	21' - 6"	24' - 2"	N/A
54"	3' - 0"	5' - 11"	11' - 8"	12' - 1"	N/A	N/A	15' - 8"	16' - 3"	N/A	N/A	23' - 10"	24' - 8"	N/A	N/A
60"	3' - 3"	6' - 5"	13' - 3"	N/A	N/A	N/A	17' - 9"	N/A	N/A	N/A	26' - 10"	N/A	N/A	N/A

(Pipe Runner Length columns: 3:1, 4:1 and 6:1 Side Slope.)

TYPICAL PIPE CULVERT MITERS ③

Side Slope	0° Skew	15° Skew	30° Skew	45° Skew
3:1	3:1	3.106:1	3.464:1	4.243:1
4:1	4:1	4.141:1	4.619:1	5.657:1
6:1	6:1	6.212:1	6.928:1	8.485:1

CONDITIONS WHERE PIPE RUNNERS ARE NOT REQUIRED ②

Nominal Culvert I.D.	Single Pipe Culvert	Multiple Pipe Culverts
12" thru 21"	Skews thru 45°	Skews thru 45°
24"	Skews thru 45°	Skews thru 30°
27"	Skews thru 30°	Skews thru 15°
30"	Skews thru 15°	Skews thru 15°
33"	Skews thru 15°	Always required
36"	Normal (no skew)	Always required
42" thru 60"	Always required	Always required

STANDARD PIPE SIZES AND MAX PIPE RUNNER LENGTHS ①

Pipe Size	Pipe O.D.	Pipe I.D.	Max Pipe Runner Length
2" STD	2.375"	2.067"	N/A
3" STD	3.500"	3.068"	10' - 0"
4" STD	4.500"	4.026"	19' - 8"
5" STD	5.563"	5.047"	34' - 2"

ESTIMATED CONCRETE RIPRAP QUANTITIES (CY) ⑤

Nominal Culvert I.D.	3:1 Side Slope 0° Skew	3:1 15° Skew	3:1 30° Skew	3:1 45° Skew	4:1 Side Slope 0° Skew	4:1 15° Skew	4:1 30° Skew	4:1 45° Skew	6:1 Side Slope 0° Skew	6:1 15° Skew	6:1 30° Skew	6:1 45° Skew
12"	0.4	0.4	0.5	0.5	0.5	0.5	0.5	0.6	0.7	0.7	0.7	0.8
15"	0.5	0.5	0.5	0.6	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9
18"	0.5	0.5	0.6	0.6	0.6	0.7	0.7	0.8	0.8	0.8	0.9	1.0
21"	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9	0.9	0.9	1.0	1.2
24"	0.6	0.7	0.7	0.8	0.8	0.8	0.8	1.0	1.0	1.0	1.1	1.3
27"	0.7	0.7	0.8	0.9	0.8	0.9	0.9	1.1	1.1	1.1	1.2	1.4
30"	0.8	0.8	0.8	0.9	0.9	0.9	1.0	1.2	1.2	1.2	1.3	1.6
33"	0.8	0.8	0.9	1.0	1.0	1.0	1.1	1.3	1.3	1.4	1.5	1.7
36"	0.9	0.9	0.9	1.1	1.1	1.1	1.2	1.4	1.4	1.5	1.6	1.8
42"	1.0	1.0	1.1	1.3	1.2	1.3	1.3	1.6	1.6	1.7	1.8	2.1
48"	1.1	1.1	1.2	N/A	1.4	1.4	1.5	N/A	1.9	1.9	2.1	N/A
54"	1.3	1.3	N/A	N/A	1.6	1.6	N/A	N/A	2.1	2.1	N/A	N/A
60"	1.4	N/A	N/A	N/A	1.7	N/A	N/A	N/A	2.3	N/A	N/A	N/A

① Provide pipe runner of the size shown in the tables. Provide cross pipe of the same size as the pipe runner. Provide cross pipe stub out and bottom anchor pipe of the next smaller size pipe as shown in the Standard Pipe Sizes and Max Pipe Runner Lengths table.

② This standard allows for the placement of only one pipe runner across each culvert pipe opening. In order to limit the clear opening to be traversed by an errant vehicle, the following conditions must be met:

For 60" culvert pipes, the skew must not exceed 0°.
For 54" culvert pipes, the skew must not exceed 15°.
For 48" culvert pipes, the skew must not exceed 30°.
For all culvert pipe sizes 42" and less, the skew must not exceed 45°.

If the above conditions cannot be met, the designer should consider using a safety end treatment with flared wings. For further information, refer to the TxDOT Roadway Design Manual.

③ Miter = slope of mitered end of pipe culvert.

④ Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap".

⑤ Quantities shown are for one end of one reinforced concrete pipe (RCP) culvert. For multiple pipe culverts or for corrugated metal pipe (CMP) culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.

SHEET 1 OF 2

Texas Department of Transportation — Bridge Division Standard

SAFETY END TREATMENT

FOR 12" DIA TO 60" DIA PIPE CULVERTS TYPE II ~ CROSS DRAINAGE

SETP-CD

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TABLE OF DIMENSIONS AND REINFORCING STEEL

(Wings for one structure end)

Maximum Wingwall Height Hw	W	X	Y	Z	Bars J1 Size	Bars J1 Spa	Bars J2 Size	Bars J2 Spa	Reinf (Lb/Ft)	Conc (CY/Ft)
2'-6"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	33.73	0.248
3'-0"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	37.07	0.261
3'-6"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	37.74	0.273
4'-0"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	38.41	0.285
4'-6"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	41.75	0.330
5'-0"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	45.09	0.343
5'-6"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	45.75	0.355
6'-0"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	46.42	0.367
7'-0"	3'-8"	1'-9"	1'-3"	7"	#4	1'-0"	#4	1'-0"	52.77	0.414
8'-0"	4'-2"	2'-0"	1'-6"	8"	#5	1'-0"	#4	1'-0"	60.19	0.486
9'-0"	4'-8"	2'-3"	1'-9"	8"	#4	6"	#4	6"	81.49	0.535
10'-0"	5'-2"	2'-6"	2'-0"	8"	#5	6"	#4	6"	97.25	0.584
11'-0"	5'-8"	2'-9"	2'-3"	8"	#6	6"	#5	6"	133.65	0.634
12'-0"	6'-2"	3'-0"	2'-6"	9"	#7	6"	#5	6"	162.29	0.721
13'-0"	6'-8"	3'-3"	2'-9"	11"	#7	6"	#5	6"	178.80	0.856
14'-0"	7'-2"	3'-6"	3'-0"	1'-0"	#8	6"	#5	6"	216.78	0.959
15'-0"	7'-8"	4'-0"	3'-0"	1'-1"	#9	6"	#6	6"	283.06	1.068
16'-0"	8'-2"	4'-6"	3'-0"	1'-3"	#9	6"	#6	6"	297.02	1.234

(W, X, Y, Z: Dimensions. Bars J1, Bars J2: Variable Reinforcing. Reinf, Conc: Estimated Quantities per ft of wing length (2~wings) ③)

TABLE OF WINGWALL REINFORCING

(2~wings)

Bar	Size	No.	Spa
D	#5	~	1'-0"
E	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	4	~
M	#4	4	~
P	#4	~	1'-0"
R	#5	6	~
V	#4	~	1'-0"

TABLE OF ESTIMATED CULVERT TOEWALL QUANTITIES

Bar	Size	No.	Spa
L	#4	~	1'-6"
Q	#4	1	~
Reinf (Lb/Ft)			2.45
Conc (CY/Ft)			0.037

WING DIMENSION FORMULAS:

(All values are in feet.)

Hw = H + T + C - 0.250'
A = (Hw - 0.333') (SL)
B = (A) tangent (30°)
Lw = (A) ÷ cosine (30°)

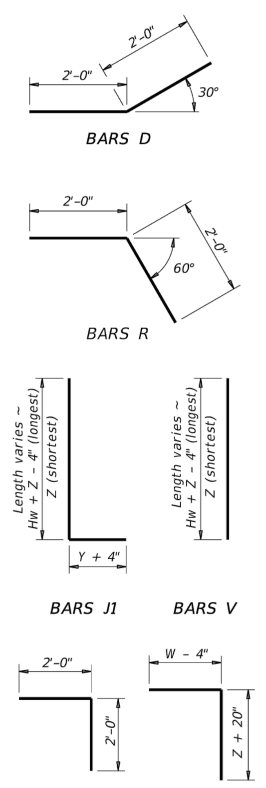
For cast-in-place culverts:
Ltw = (N) (S) + (N + 1) (U)

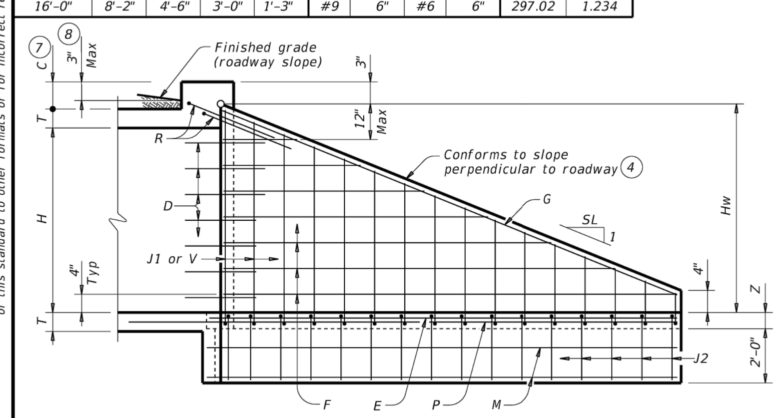
For precast culverts:
Ltw = (N) (2U + S) + (N - 1) (0.5')

Total wingwall area (two wings ~ SF) = (Hw + 0.333') (Lw)

Hw = Height of wingwall
SL:1 = Side slope ratio (horizontal:1 vertical)
Lw = Length of wingwall
Ltw = Culvert toewall length
N = Number of culvert spans

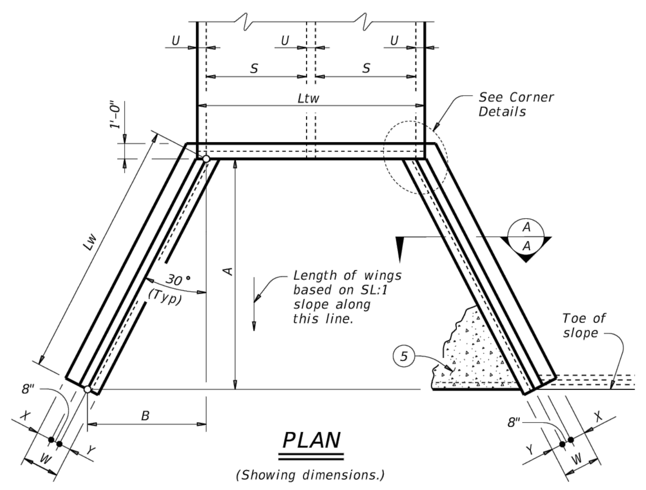
See applicable box culvert standard sheet for H, S, T, and U values.





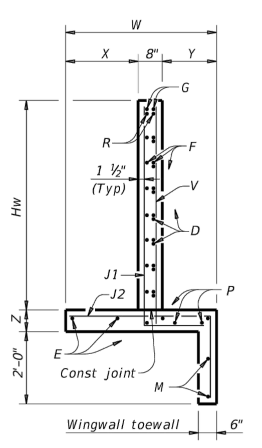
INSIDE ELEVATION

(Showing reinforcing. Culvert and culvert toewall reinforcing not shown for clarity.)

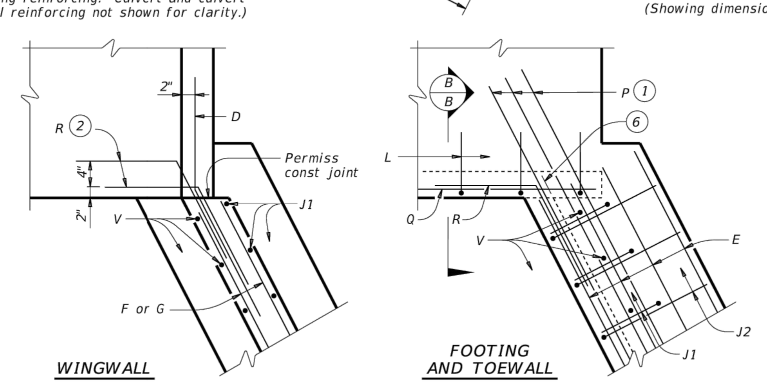


PLAN

(Showing dimensions.)

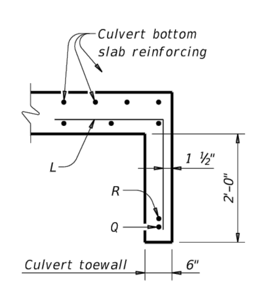


SECTION A-A



CORNER DETAILS

(Culvert and culvert toewall reinforcing not shown for clarity.)



SECTION B-B ⑤

① Extend Bars P 3'-0" minimum into bottom slab of box culvert.

② Adjust as necessary to maintain 1 1#2" clear cover and 4" minimum between bars.

③ Quantities shown are based on an average wing height for two wings (one structure end). To determine total quantities for two wings, multiply the tabulated values by Lw.

④ Recommended values of side slope are: 2:1, 3:1, 4:1, and 6:1.

⑤ When shown elsewhere on the plans, construct 5" deep concrete riprap. Payment for riprap is as required by Item 432, "Riprap". Unless otherwise shown on the plans or directed by the Engineer, provide a 6" wide by 1'-6" deep reinforced concrete toewall along all edges of the riprap adjacent to natural ground; reinforce the toewall by extending typical riprap reinforcing into the toewall; and extend construction joints or grooved joints oriented in the direction of flow across the full distance of the riprap at intervals of approximately 20'. When such riprap is provided, the culvert toewall shown in SECTION B-B will not be required.

⑥ At Contractor's option, culvert toewall may be ended flush with wingwall toewall. Adjust reinforcing as needed.

⑦ 0" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail or curbs taller than 1'-0, refer to the Extended Curb Details (ECD) standard sheet. For structures with T631 or T631LS bridge rail, refer to the Mounting Details for T631 & T631LS Rails (T631-CM) standard sheet. Refer to the Box Culvert Rail Mounting Details (RAC) standard sheet for structures with bridge rail other than T631 or T631LS.

⑧ For vehicle safety, the following requirements must be met:
- For structures without bridge rail, construct curbs no more than 3" above finished grade.
- For structures with bridge rail, construct curbs flush with finished grade.

Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.

MATERIAL NOTES:

Provide Class C concrete (f'c=3,600 psi).
Provide Grade 60 reinforcing steel.
Provide galvanized reinforcing steel if required elsewhere in the plans.
In riprap concrete synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing unless noted otherwise.

GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications.
When structure is founded on solid rock, depth of toewalls for culverts and wingwalls may be reduced or eliminated as directed by the Engineer.
See Box Culvert Supplement (BCS) standard sheet for additional dimensions and information.
The quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for Contractor's information only.

Cover dimensions are clear dimensions, unless noted otherwise. Reinforcing dimensions are out-to-out of bars.

Texas Department of Transportation — Bridge Division Standard

CONCRETE WINGWALLS WITH FLARED WINGS FOR 0° SKEW BOX CULVERTS

FW-0

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REVISIONS	DIST	COUNTY		SHEET NO.

GRAY ENGINEERING
8834 N. Capital of Texas Hwy. Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

STORM DETAILS (5 OF 6)

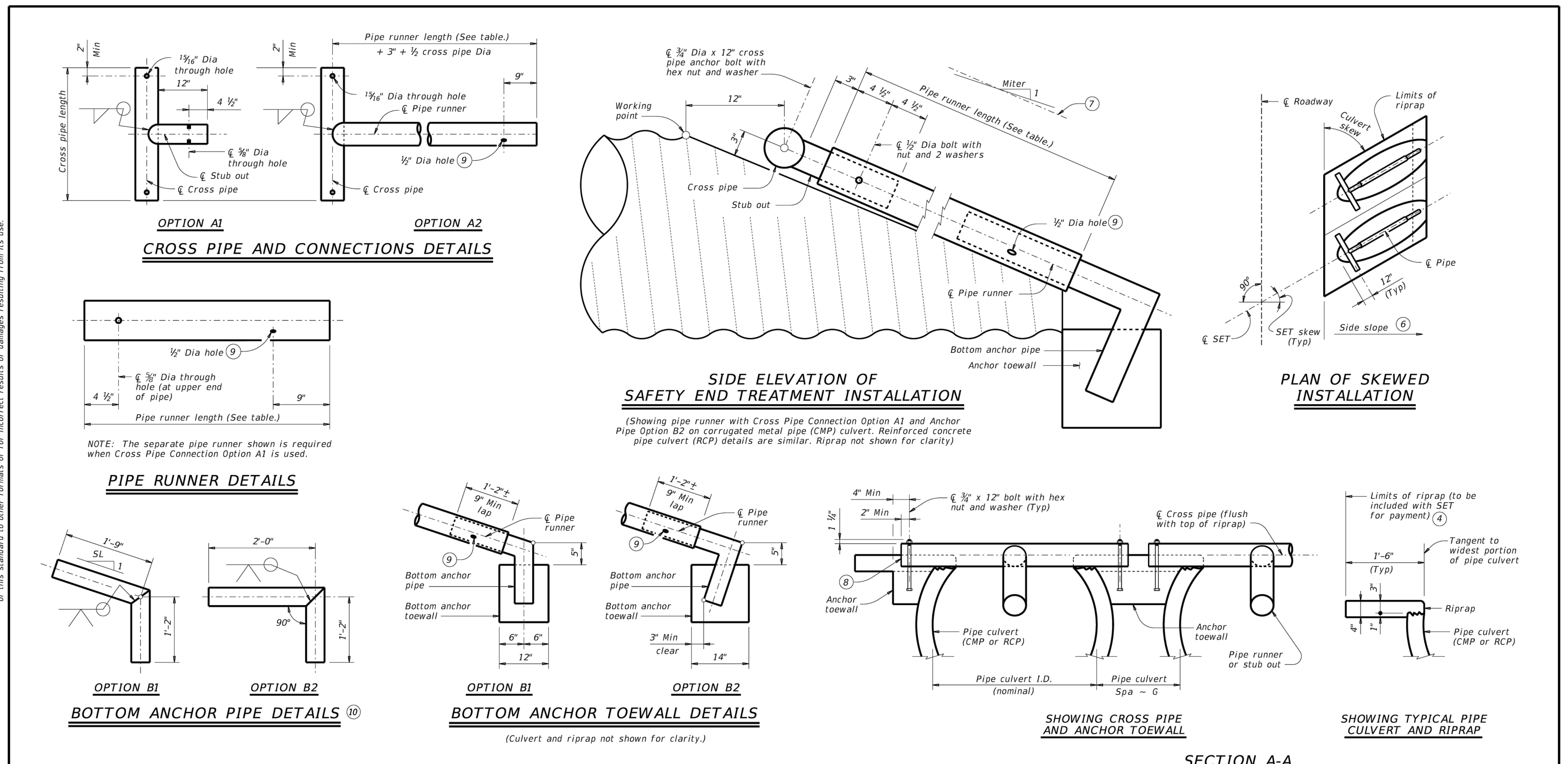
PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE: ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS — AUSTIN R. SEIFERT — 137175 — LICENSED PROFESSIONAL ENGINEER — 11/18/2024

SHEET 76 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG DATE: 11/18/2024 11:06:25 AM BY: JHADLEY



(4) Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap".

(6) Recommended values of side slope are 3:1, 4:1, and 6:1. All quantities, calculations, and dimensions shown herein are based on these recommended values. Slope of 3:1 or flatter is required for vehicle safety.

(7) Note that actual slope of pipe runner may vary slightly from side slope of riprap and trimmed culvert pipe edge.

(8) Ensure that riprap concrete does not flow into the cross pipe so as to permit disassembly of the bolted connection to allow cleanout access.

(9) After installation, inspect the ½" hole to ensure that the lap of the pipe runner with the bottom anchor pipe is adequate.

(10) At fabricator's option, a heat bend to a smooth 5" radius or a manufactured elbow (of the same material as the runner) may be substituted for the mitered and welded joint in the bottom anchor pipe.

MATERIAL NOTES:
Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.
Provide pipe runners, cross pipes, and anchor pipes conforming to the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API 5LX52.
Provide ASTM A307 bolts and nuts.
Galvanize all steel components, except concrete reinforcing, after fabrication.
Repair galvanizing damaged during transport or construction in accordance with the specifications.

GENERAL NOTES:
Pipe runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.
Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the pipe runners.
Payment for riprap and toewall is included in the price bid for each safety end treatment.
Construct concrete riprap and all necessary inverts in accordance with the requirements of Item 432, "Riprap".

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

SHEET 2 OF 2

Texas Department of Transportation — Bridge Division Standard

SAFETY END TREATMENT
FOR 12" DIA TO 60" DIA PIPE CULVERTS
TYPE II ~ CROSS DRAINAGE

SETP-CD

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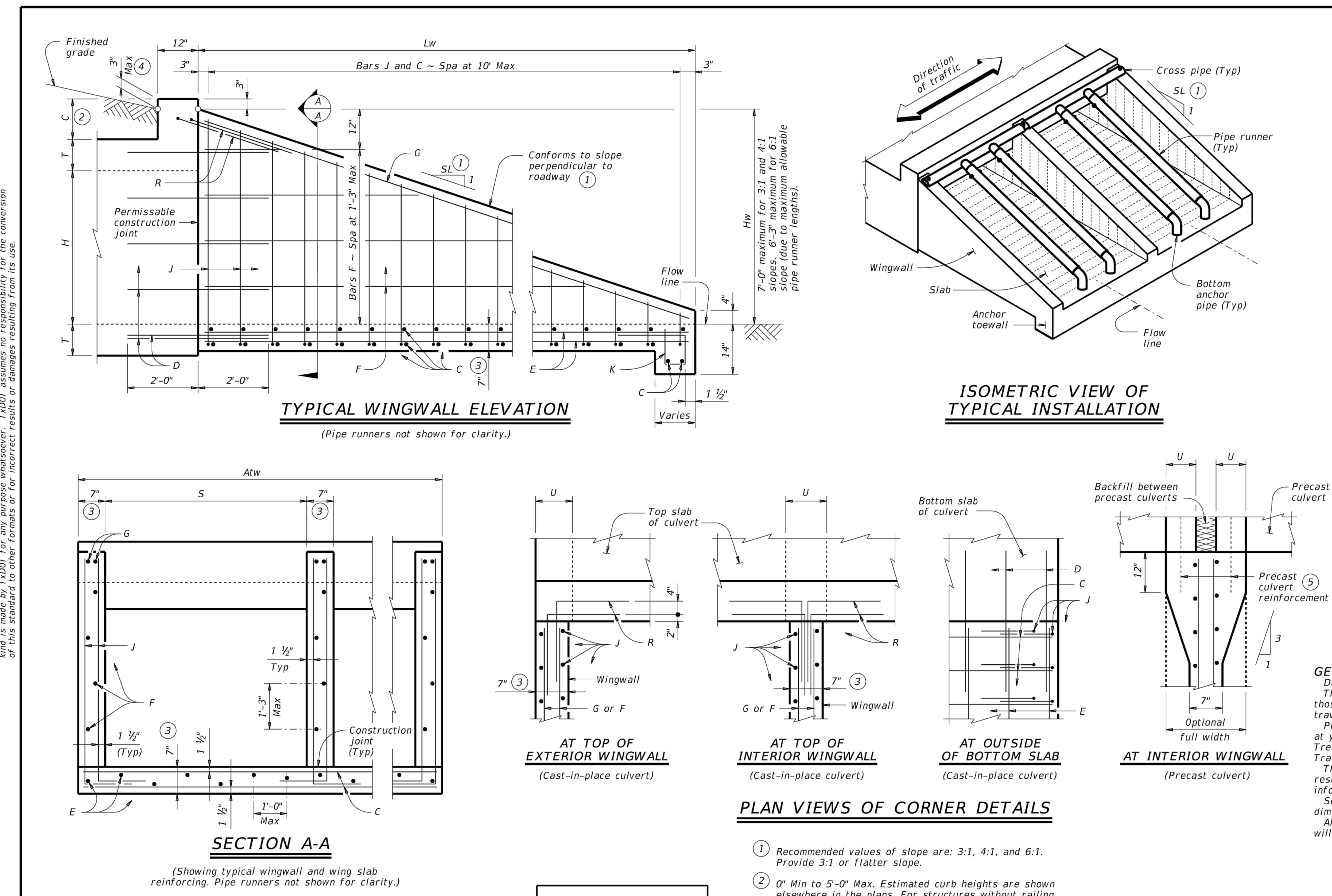

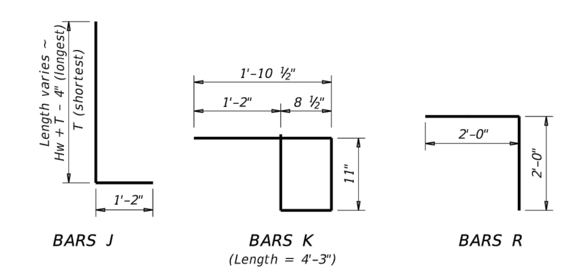

TABLE OF REINFORCING BAR SIZES AND SPACING

Bar	Size	Spacing
C	#4	10" Max
D	#4	Match F and E
E	#4	1'-0" Max
F	#4	1'-3" Max
G	#6	As shown
J	#4	10" Max
K	#4	1'-0" Max
R	#4	As shown

(1) Recommended values of slope are: 3:1, 4:1, and 6:1. Provide 3:1 or flatter slope.

(2) 0" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures without railing and curbs taller than 1'-0", refer to the Extended Curb Details (ECD) standard sheet.

(3) Wingwall and slab thicknesses may be the same as the adjacent culvert wall and slab thicknesses (7" minimum). If thicknesses greater than the minimum (7") are used, no changes will be made in quantities and no additional compensation will be allowed.

(4) For vehicle safety, reduce curb height, if necessary, to provide a maximum 3" projection. No changes will be made in quantities and no additional compensation will be allowed for this work.

(5) For culverts with C = 0", the precast culvert reinforcing may extend 1'-0" minimum into wingwall. Wingwall Bars D and R may be omitted. Otherwise, refer to the Wingwall Connection detail on the Box Culvert Precast Miscellaneous Details (SCP-MD) standard sheet.

WING DIMENSION CALCULATIONS:
Hw = H + T + C – 0.250'
Lw = (Hw – 0.333') (SL)
For cast-in-place culverts:
Atw = (N) (S) + (N + 1) (U)
For precast culverts:
Atw = (N) (2U + S) + (N – 1) (0.500')
Total Wingwall Area (SF) = (0.5) (Hw + 0.333') (Lw) (N + 1)
Total Concrete Volume (CY) = [(Wingwall Area) (0.583') + (Lw) (Atw) (0.583') + (Atw) (1.167') (1.167' – 0.583')] ÷ (27)

PIPE RUNNER DIMENSION CALCULATIONS:
Pipe Runner Length = (Lw) (K1) – (1.917')
Total Reinforcing (Lb) = (1.55) (Lw) (Atw) + (4.43) (Atw) + (K2) (Hw) (N + 1) ($\sqrt{Lw}$)

C = Height of curb above top of top slab (feet)
Hw = Height of wingwall (feet)
K = Constant value for use in formulas

Slope SL:1	K1	K2
3:1	1.054	7.45
4:1	1.031	8.49
6:1	1.014	10.30

Atw = Anchor toewall length (feet)
Lw = Length of wingwall (feet)
N = Number of culvert barrels
SL:1 = Side slope ratio (horizontal : 1 vertical)
See applicable box culvert standard for H, S, T, and U values.

MATERIAL NOTES:
Provide Grade 60 reinforcing steel.
Provide galvanized reinforcing steel if required elsewhere in the plans.
Adjust reinforcing as necessary to provide a minimum clear cover of 1 ½".
Provide Class "C" concrete (f'c = 3,600 psi).
Provide pipe runners, cross pipes, and anchor pipes meeting the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API 5LX52.
Provide ASTM A307 bolts.
Galvanize all steel components, except the concrete reinforcing, unless required elsewhere in the plans, after fabrication.
Repair galvanizing damaged during transport or construction in accordance with the Item 445, "Galvanizing".

GENERAL NOTES:
Designed according to AASHTO LRFD Bridge Design Specifications.
The safety end treatments shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the pipe runners.
Pipe runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.
The quantities for pipe runners, reinforcing steel, and concrete resulting from the formulas given herein are for Contractor's information only.
See the Box Culvert Supplement (BCS) standard sheet for additional dimensions and information.
Alternate design drawings bearing the seal of a professional engineer will be acceptable for precast construction of the safety end treatments.

Cover dimensions are clear dimensions, unless noted otherwise. Reinforcing dimensions are out-to-out of bars.

SHEET 1 OF 2

Texas Department of Transportation — Bridge Division Standard

SAFETY END TREATMENT
FOR 0° SKEW BOX CULVERTS (MAXIMUM Hw = 7'-0")
TYPE I ~ CROSS DRAINAGE

SETB-CD

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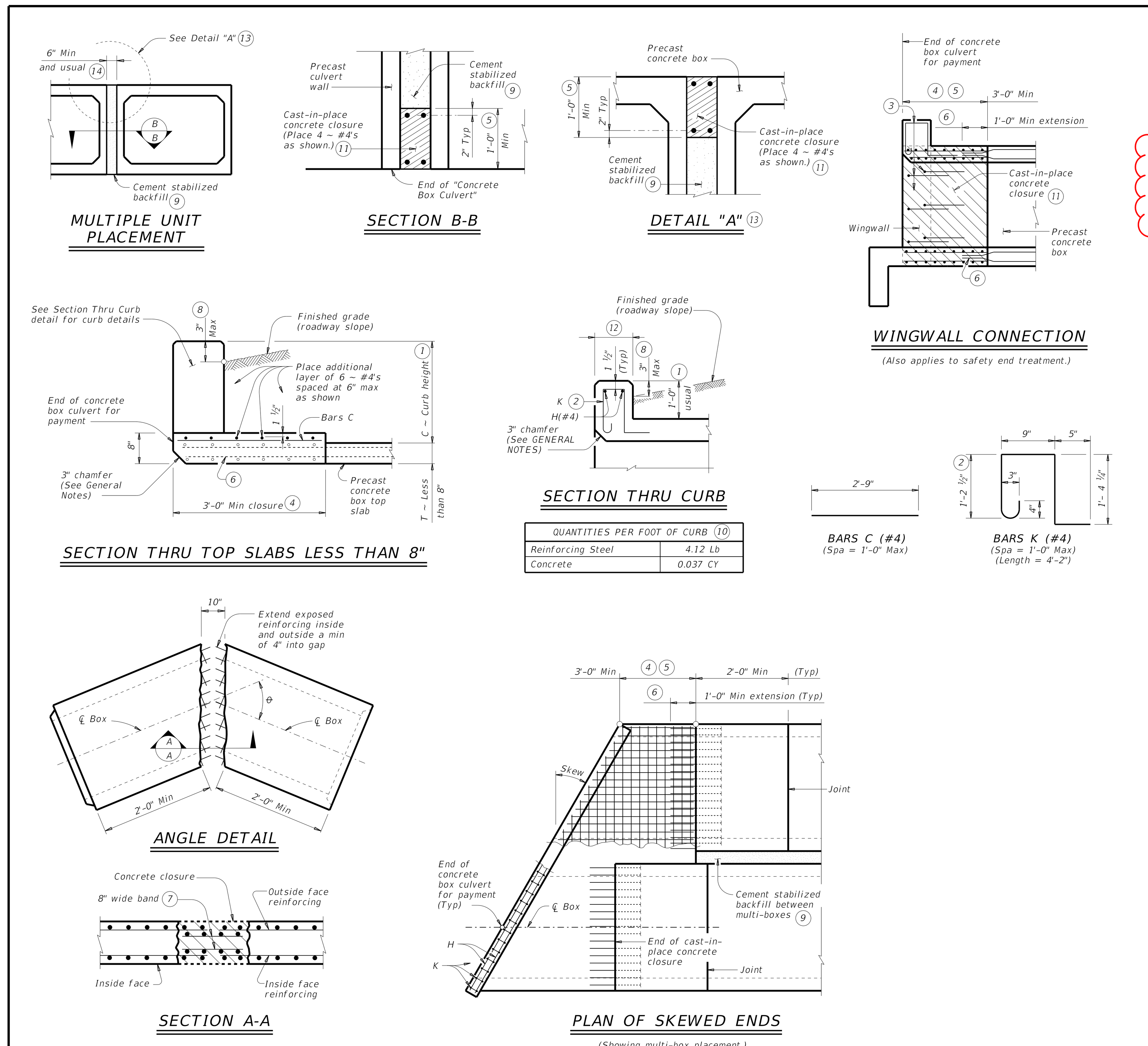

QUANTITIES PER FOOT OF CURB (10)

Reinforcing Steel	4.12 Lb
Concrete	0.037 CY

(1) 0" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail, bicycle rail, or curbs taller than 1'-0, refer to the Extended Curb Details (ECD) standard sheet. For structures with T631 or T631LS bridge rail, refer to the Mounting Details for T631 & T631LS Rails (T631-CM) standard sheet. Refer to the Box Culvert Rail Mounting Details (RAC) standard sheet for structures with bridge rail other than T631 or T631LS.

(2) For curbs less than 1'-0" high, tilt Bars K or reduce bar height as necessary to maintain cover. For curbs less than 3" high, Bars K may be omitted.

(3) Extend curb, wingwall, or safety end treatment reinforcing into concrete closure. Bend or trim, as necessary, any reinforcing that does not fit into closure area.

(4) Provide a 3'-0" Min cast-in-place concrete closure. Break back boxes in the field or cast boxes short. Provide bands of reinforcing in the closure that are the same size and spacing as in the precast box section. Provide #4 longitudinal reinforcement spaced at 12 inches Max within the closure. Except where shown otherwise, construct the cast-in-place closure flush with the inside and outside faces of the precast box section.

(5) For multiple unit placements, adjust the length of the closure for the interior walls as necessary. Provide a 3'-0" Min cast-in-place closure in the top slab, bottom slab, and exterior wall. See Section B-B detail when interior walls are cast full length.

(6) Extend precast box reinforcing a minimum of 1'-0" into concrete closure (Typ).

(7) Place bands of reinforcing matching the inside and outside face reinforcing in the gaps of the top and bottom slabs. Place a band matching the outside face reinforcing of the wall in the gaps of the walls (placed in the outside face only). Tack weld the bands to the exposed reinforcing at each point of contact.

(8) For vehicle safety, the following requirements must be met:
- For structures without bridge rail, construct curbs no more than 3" above finished grade.
- For structures with bridge rail, construct curbs flush with finished grade.

Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.

(9) Cement stabilized backfill between boxes is considered part of the box culvert for payment.

(10) All curb concrete and reinforcing is considered part of the box culvert for payment.

(11) Any additional concrete and reinforcing required for the closures will be considered subsidiary to the box culvert for payment.

(12) 1'-0" typical. 2'-3" when the Box Culvert Rail Mounting Details (RAC) standard sheet is referred to elsewhere in the plans.

(13) For multiple unit placement with overlay, with 1 to 2 course surface treatment, or with the top slab as the final riding surface, provide wall closure as shown in Detail "A".

(14) This dimension may be increased with approval of the Engineer to allow the precast boxes to be tunneled or jacked in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." No payment will be made for any additional material in the gap between adjacent boxes.

MATERIAL NOTES:
Provide Grade 60 reinforcing steel.
Provide ASTM A1064 welded wire reinforcement.
Provide Class C concrete (f'c = 3,600 psi) for the closures.
Provide cement stabilized backfill meeting the requirements of Item 400, "Excavation and Backfill for Structures."
Any additional concrete required for the closures will be considered subsidiary to the box culvert.

GENERAL NOTES:
Designed according to AASHTO LRFD Bridge Design Specifications.
Refer to the Single Box Culverts Precast (SCP) standard sheets for details and notes not shown.
Chamfer the bottom edge of the top slab closure 3 inches at culvert closure ends.

Cover dimensions are clear dimensions, unless noted otherwise. Reinforcing bars dimensions are out-to-out of bars.

HL93 LOADING

Texas Department of Transportation — Bridge Division Standard

BOX CULVERTS
PRECAST
MISCELLANEOUS DETAILS

SCP-MD

FILE: CD-SCP-MD-20.dgn | DN: GAF | CK: LMW | DW: BWH/TxDOT | CK: GAF
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Per RFI #10 (See sheet 33), Gray Civil does not take issue with contractor following note #4 in the TxDOT detail SCP-MD.

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LIDELL WALKER PHASE 3

STORM DETAILS
(6 OF 6)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
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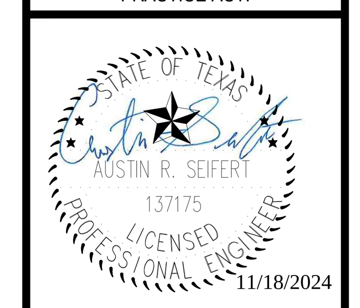

SHEET 77 OF 89

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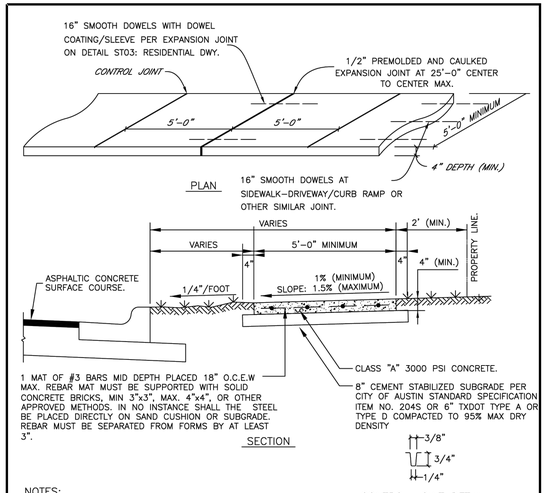
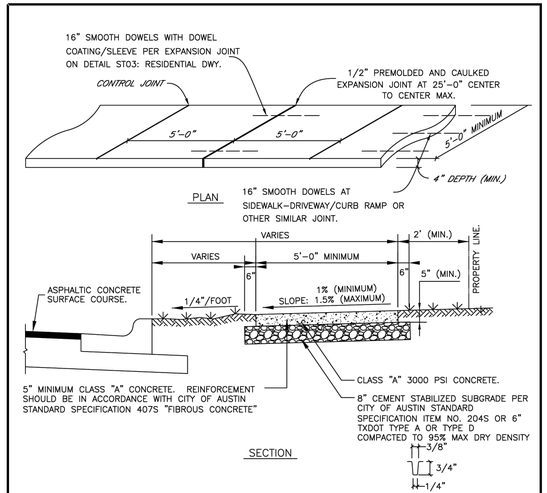


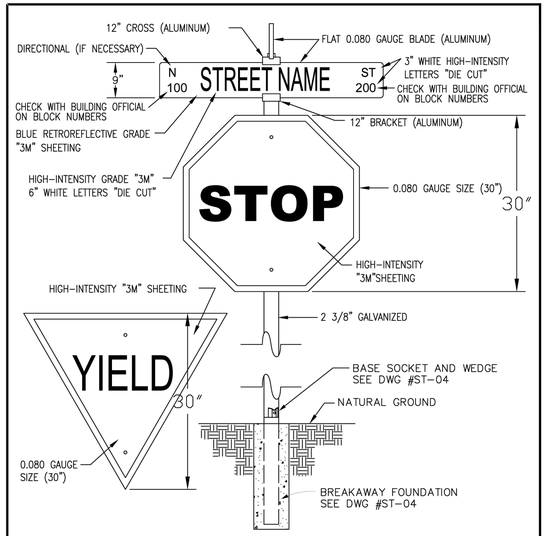
NOTES:
1. FOR ROLLER STAMPED SIDEWALK: MATCH TO SPECIFICATIONS.
2. STANDARD LOCATION OF SIDEWALK IS OFF BACK OF CURB. SPECIAL DESIGNS MAY BE APPROVED BY THE CITY ENGINEER, PRIOR TO FINAL DESIGN.
3. SIDEWALK SHALL CONFORM TO CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS.
4. IF REQUIRED ALL SIDEWALKS SHALL BE SUBMITTED AND APPROVED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION BY THE ENGINEER OF RECORD.
5. ANY VARIANCE IN TEXTURE, GRADE OR ALIGNMENT MUST BE APPROVED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TYPICAL SIDEWALK DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-01



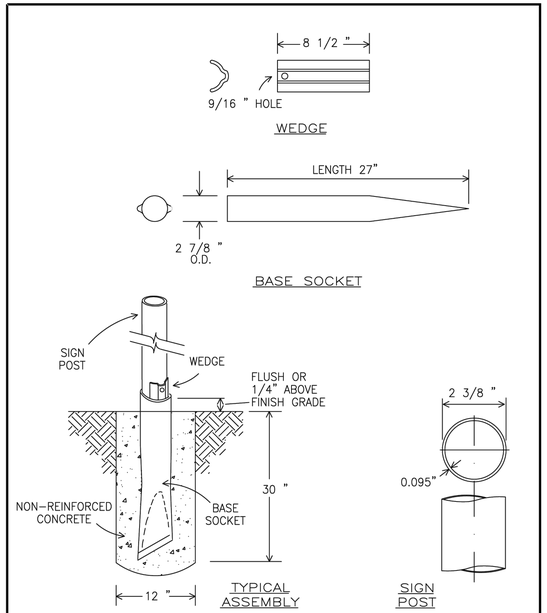
NOTES:
1. FOR ROLLER STAMPED SIDEWALK: MATCH TO SPECIFICATIONS.
2. STANDARD LOCATION OF SIDEWALK IS OFF BACK OF CURB. SPECIAL DESIGNS MAY BE APPROVED BY THE CITY ENGINEER, PRIOR TO FINAL DESIGN.
3. SIDEWALK SHALL CONFORM TO CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS.
4. IF REQUIRED ALL SIDEWALKS SHALL BE SUBMITTED AND APPROVED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION BY THE ENGINEER OF RECORD.
5. ANY VARIANCE IN TEXTURE, GRADE OR ALIGNMENT MUST BE APPROVED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
6. CURING COMPOUND PER SPECIFICATION.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	ALTERNATIVE SIDEWALK DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-02

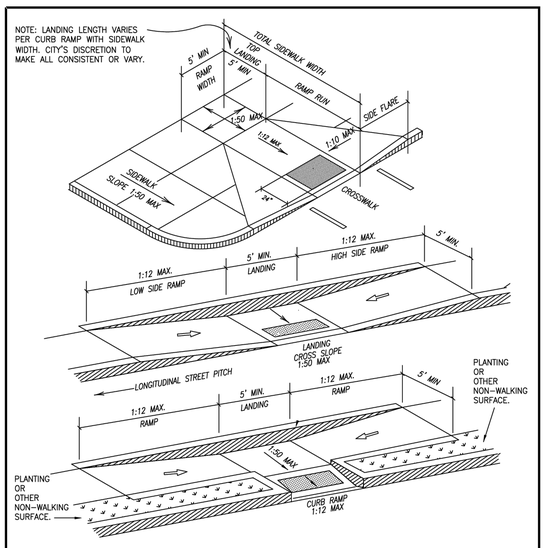


NOTES:
1. 7'-FOOT MIN. HEIGHT FROM GROUND TO BOTTOM OF SIGN.
2. ALL SIGNS TO BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).
3. ALL SIGNAGE SHEETINGS SHALL BE HIGH-INTENSITY "3M" SHEETING.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD STREET SIGN DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-03

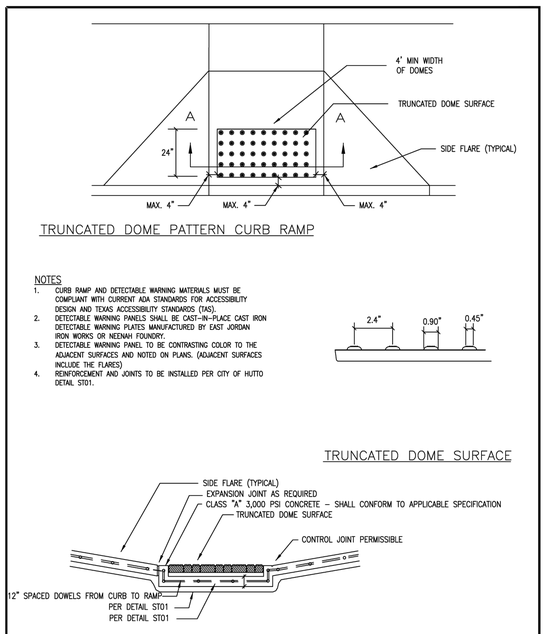


The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	BREAKAWAY FOUNDATION DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-04

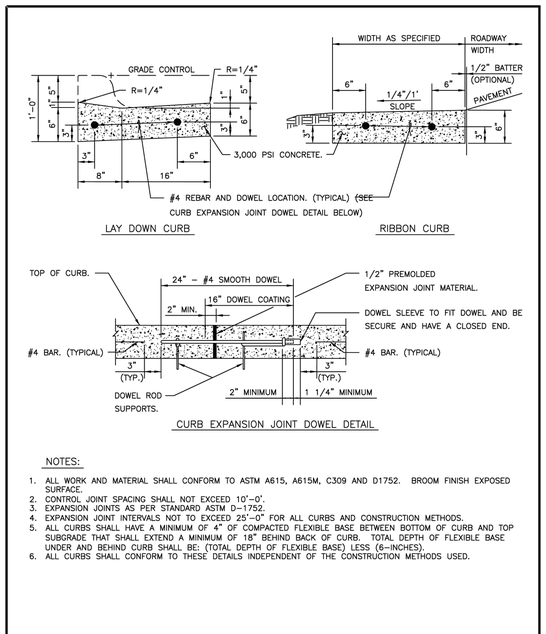


NOTE:
1. REINFORCEMENT AND SIDEWALK REQUIREMENTS PER DETAIL ST01.
2. CURB RAMP TEXTURE PER DETAIL ST08.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	CURB RAMP DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-07



The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	CURB RAMP TEXTURE DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-08



NOTES:
1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'-0'.
3. EXPANSION JOINTS AS PER STANDARD ASTM D-1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 25'-0" FOR ALL CURBS AND CONSTRUCTION METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MINIMUM OF 18" BEHIND BACK OF CURB. TOTAL DEPTH OF FLEXIBLE BASE UNDER AND BEHIND CURB SHALL BE: (TOTAL DEPTH OF FLEXIBLE BASE) LESS (6-INCHES).
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDENT OF THE CONSTRUCTION METHODS USED.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	LAYDOWN OR RIBBON CURB DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-09

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LIDELL WALKER PHASE 3

STREET DETAILS (1 OF 3)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 78 OF 89

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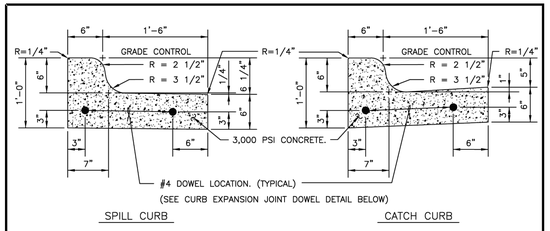
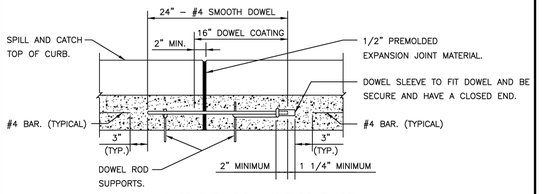


SPILL CURB CATCH CURB

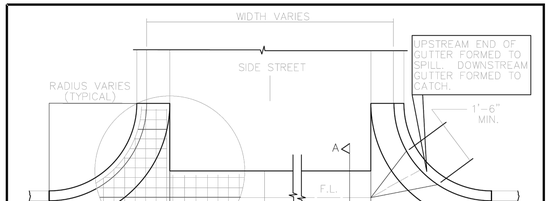


CURB EXPANSION JOINT DOWEL DETAIL

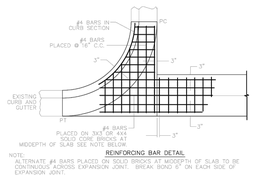
NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'–0'.
3. EXPANSION JOINTS AS PER STANDARD ASTM D–1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 25'–0" FOR ALL CURBS/METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MIN OF 18" BEHIND BACK OF CURB.
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDENT OF THE CONSTRUCTION METHODS USED.

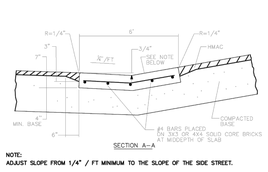
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	SPILL AND CATCH CURB DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-10



PLAN



REINFORCING BAR DETAIL



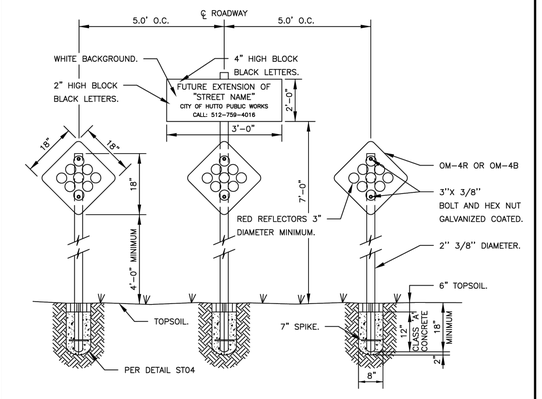
SECTION A–A

NOTE:
ADJUST SLOPE FROM 1/4" / FT MINIMUM TO THE SLOPE OF THE SIDE STREET.

NOTES:

1. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE CITY OF HUTTO STANDARD SPECIFICATIONS.
2. CONCRETE FOR THE VALLEY GUTTER SHALL BE CLASS A.
3. MONOLITHIC CURB AND GUTTER SHALL BE MEASURED BY PLAN QUANTITY PER SQUARE FEET AND PAID AS VALLEY GUTTER.
4. THE UPSTREAM CURB MID POINT MUST BE AT OR LOWER THAN THE BEGINNING P.C. AND 0.5% MINIMUM HIGHER THAN THE OPPOSING MID POINT.
5. ALLOWABLE CONSTRUCTION JOINT AT THE CENTER LINE WHEN TRAFFIC FLOW MUST BE MAINTAINED, CONSTRUCTED AS A CONTROL JOINT.
6. NO VALVES OR MANHOLES ALLOWED IN CURB OR GUTTER.

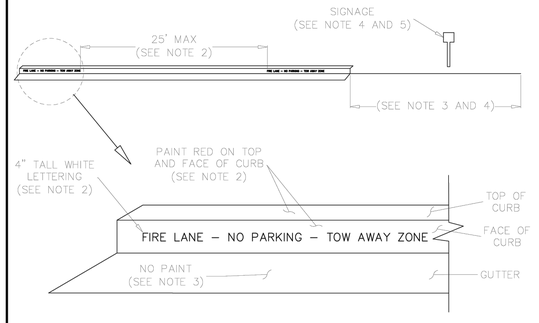
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	VALLEY GUTTER DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-11



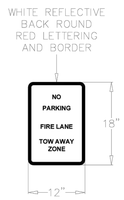
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STREET END MARKER DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-12

CURB AND GUTTER

LAYDOWN/RIBBON CURB OR NO CURB AND GUTTER

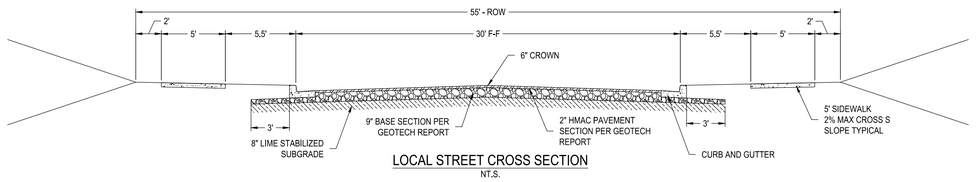


NOTE:
1. ALL CURBS TOUCHING THE FIRE LANE AS SHOWN ON THE STRIPING PLAN SHALL BE STRIPED AS SHOWN ON THIS DETAIL
2. TOP AND FACE OF CURB PAINTED RED WITH 4" HIGH WHITE LETTERS ON FACE OF CURB "FIRE LANE – NO PARKING – TOW AWAY ZONE" EVERY 25'.
3. NO PAINT ON GUTTERS, PAVEMENT OR LAYDOWN CURBS.
4. SIGNAGE MAY BE REQUIRED IN AREAS WHERE THE CURB FOR A FIRE LANE DOES NOT EXIST.
5. WHERE REQUIRED, SIGNS SHALL COMPLY WITH SECTION D103.6 OF THE INTERNATIONAL FIRE CODE.

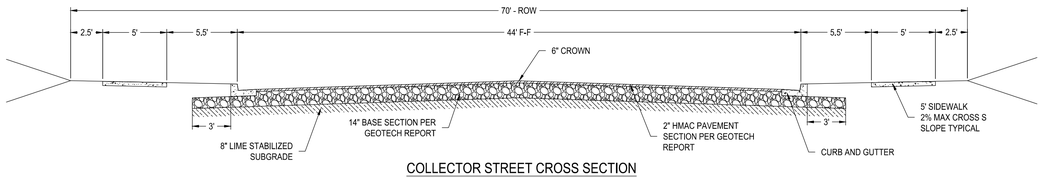


SIGNAGE
SEE NOTE 5

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	FIRE LANE MARKING DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ST-14



LOCAL STREET CROSS SECTION
NT.S.



COLLECTOR STREET CROSS SECTION
NT.S.

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

STREET DETAILS
(2 OF 3)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

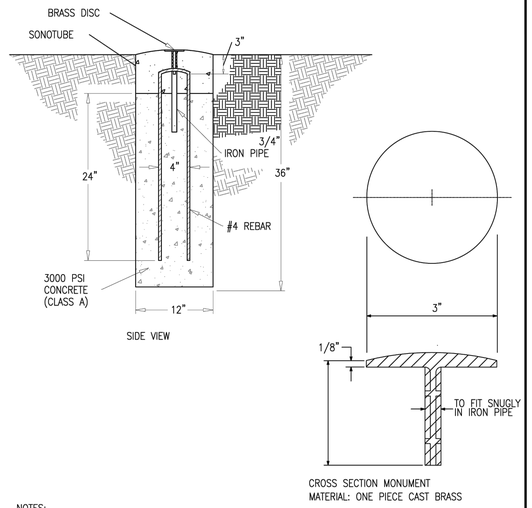
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 79 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG DATE: 11/18/2024 11:06:37 AM BY: JHADLEY



NOTES:

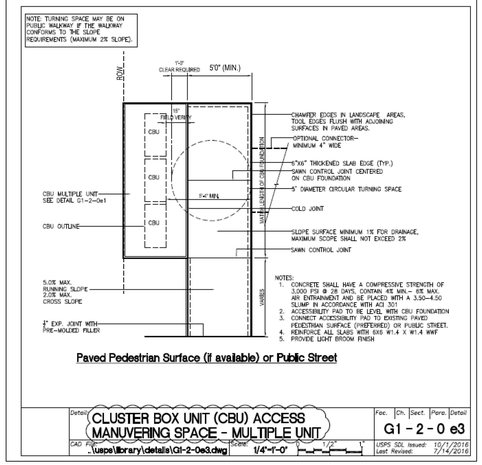
1. TOP OF DISK SHOULD BE INSCRIBED WITH "CITY OF HUTTO BENCHMARK #XXX". BENCHMARK NUMBER WILL BE SUPPLIED BY CITY.
2. MONUMENT SHALL NOT BE PLACED WHERE TRAFFIC WILL ENCOUNTER THE MONUMENT.
3. DO NOT PLACE MONUMENT NEAR 3-PHASE POWER LINES.
4. DO NOT PLACE MONUMENT NEAR TALL TREES OR OTHER OBJECTS.

The City of Hutto Construction Standards and Details	CURRENT AS OF 9/01/2023	BENCHMARK/SURVEY MONUMENT	
CITY OF HUTTO		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-M-08

APPENDIX D – Cluster Box Unit Access Maneuvering Space – Single Unit

NOTES TO A/E:

1. IF THE ACCESSIBLE ROUTE FROM THE CBU(s) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.



Detail	CLUSTER BOX UNIT (CBU) ACCESS MANUVERING SPACE - MULTIPLE UNIT	Fac.	Ch.	Sect.	Para.	Detail
CAD File: \usps\library\details\GI-2-0e3.dwg	Scale: 1/4"=1'-0"					G1 - 2 - 0 e3
		USPS SDL Issued: 10/1/2016				
		Last Revised: 7/14/2016				

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

STREET DETAILS
(3 OF 3)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

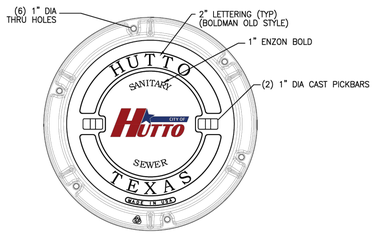
CHECKED BY: EU

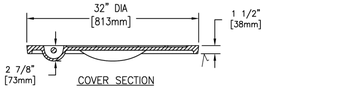
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

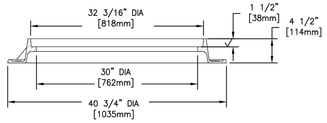
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED
PROFESSIONAL ENGINEER
11/18/2024

SHEET 80 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG DATE: 11/18/2024 11:06:39 AM BY: JHADLEY

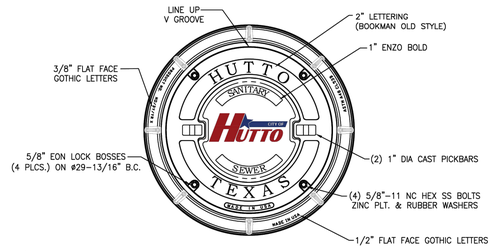


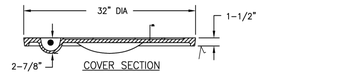


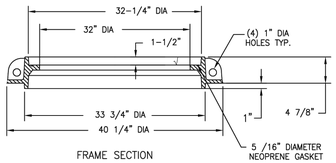


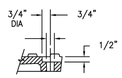
NOTES:
1. STANDARD WASTEWATER MANHOLE SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO V1420RG/V1432DI OR CITY ENGINEER APPROVED EQUAL, COVER TO BE STAMPED "SANITARY SEWER."
2. STANDARD WASTEWATER MANHOLE SET TO BE HEAVY DUTY LOAD RATED.
3. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWING NO. 41432106A01.
4. FOR BOLTED WASTEWATER MANHOLE SET REFER TO CITY OF HUTTO DETAIL WW03.
5. MANHOLE COVER TO BE DUCTILE IRON PER ASTM A536 (70–50–05).
6. MANHOLE FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD MANHOLE DETAIL	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-02



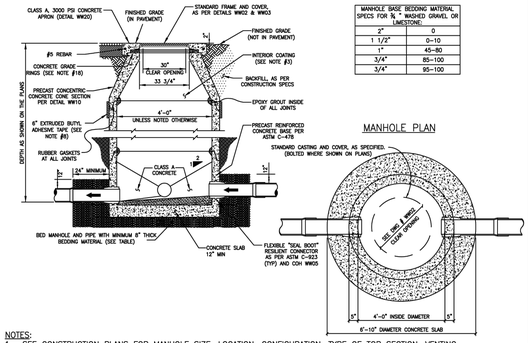






NOTES:
1. BOLTED WASTEWATER MANHOLE SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO. B2432, OR CITY ENGINEER APPROVED EQUAL.
2. COVER TO BE STAMPED "SANITARY SEWER".
3. STANDARD WASTEWATER MANHOLE SET TO BE HEAVY DUTY LOAD RATED.
4. FOR MORE DETAILED SPECIFICATIONS, REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWING 42432115W01.
5. FOR STANDARD WASTEWATER MANHOLE SET REFER TO COH DETAIL WW02.
6. MANHOLE COVER TO BE DUCTILE IRON PER ASTM A536 (70–50–05).
7. MANHOLE FRAME TO BE GRAY IRON PER ASTM A48 CL35B.

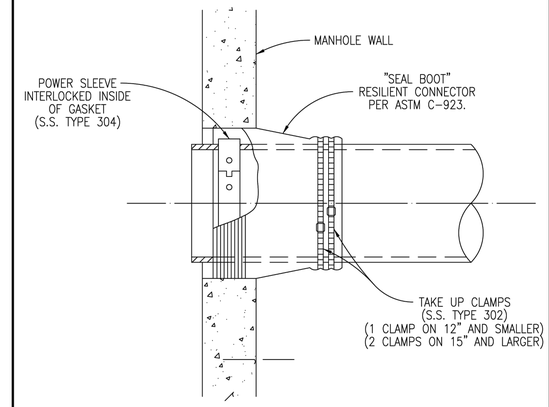
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	BOLTED MANHOLE DETAIL	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-03



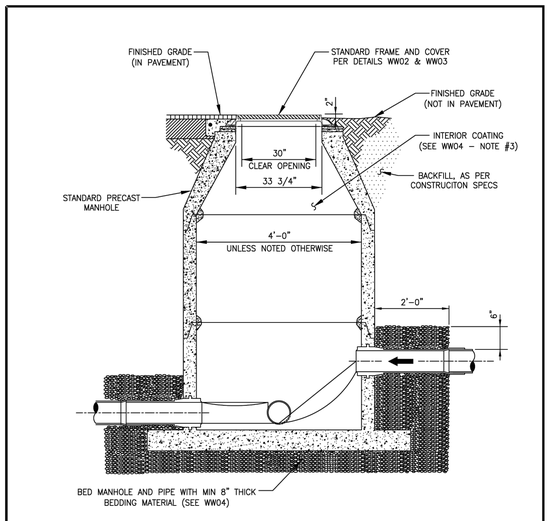
MANHOLE BASE BEDDING MATERIAL SPECS FOR ¾" WASHED GRAVEL OR LIMESTONE	
2"	0
1 1/2"	0–10
1"	45–80
3/4"	85–100
3/4"	95–100

NOTES:
1. SEE CONSTRUCTION PLANS FOR MANHOLE SIZE, LOCATION, CONFIGURATION, TYPE OF TOP SECTION, VENTING REQUIREMENTS, PIPE SIZES AND TYPES.
2. SEE SPECIFICATIONS ON MATERIALS AND CONSTRUCTION.
3. ENTIRE INTERIOR OF WASTEWATER MANHOLES TO BE COATED WITH RAVEN 405, OR APPROVED EQUAL, WITH A UNIFORM THICKNESS OF 124 MILS AND A MINIMUM THICKNESS OF 100 MILS, APPLIED AFTER MANHOLE HAS PASSED THE VACUUM TEST.
4. ALL MANHOLE COVERS SHALL BE BOLTED AND GASKETED, WHEN MANHOLES ARE LOCATED OUTSIDE OF PAVEMENT.
5. MANHOLES TO BE VENTED ARE IDENTIFIED ON MANHOLE SCHEDULE, REFERENCE MANHOLE VENT DETAIL.
6. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO THE FLOW STREAM. ALL P.V.C. PIPE SHALL BE REMOVED FROM INVERT.
7. FRAME ADJUSTMENT HEIGHT SHALL BE FIVE INCHES (5") MINIMUM AND EIGHTEEN INCHES (18") MAXIMUM.
8. EXTERIOR OF EACH JOINT TO BE WRAPPED IN 6" EXTRUDED BUTYL ADHESIVE TAPE WHEN MANHOLE IS LOCATED INT EH 100–YR FLOODPLAIN.
9. MANHOLES TO BE DESIGNED TO RESIST LATERAL AND VERTICAL SOIL FORCES RESULTING FROM MANHOLE DEPTH. ADDITIONALY, MANHOLES LOCATED IN PAVEMENT TO BE DESIGNED FOR H20 TRAFFIC LOADING.
10. BASE SECTION SHALL BE DESIGNED FOR H20 LOADING, PLUS EARTH LOAD AT 130 PCF.
11. ALL MANHOLES SHALL BE 48" I.D. PRECAST R.C.P., CLASS III, ASTM C578 BELL AND SPIGOT WITH RUBBER O–RING GASKET JOINTS CONFORMING TO ASTM C478, C433 AND C76.
12. ALL MANHOLES SHALL HAVE WATER–TIGHT FRAME AND COVER, WITH A MINIMUM OF 30" CLEAR OPENING, AS MANUFACTURED BY EAST JORDAN IRON WORKS (AS PER DETAIL WW02 AND WW03) OR CITY ENGINEER APPROVED EQUAL.
13. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON FRAME AND COVER.
14. ALL MANHOLES SHALL HAVE A CONCENTRIC CONE.
15. MANHOLES MAY HAVE A FLAT LID, IF APPROVED BY CITY OF HUTTO, BEING 12" THICK WITH A MINIMUM 30" OPENING, AS MANUFACTURE BY CALVERT CONCRETE OR CITY ENGINEER APPROVED EQUAL M.F.G. CONFORMING TO ASTM C478, 5000 P.S.I. CONCRETE, TRAFFIC BEARING, AND O–RING JOINT CONFORMING TO ASTM C443.
16. INVERTS AND FLEXIBLE SEAL BOOTS, PER ASTM C–923, SHALL BE CAST INTO BASE SECTION.
17. MINIMUM DROP BETWEEN INVERTS SHALL BE ONE–TENTH OF A FOOT (0.1').
18. TWO INCH (2") GRADE RINGS WITH AN I.D. TO MATCH FRAMES CLEAR OPENING, MINIMUM OF TWO (2), MAXIMUM OF FIVE (5) GRADE RINGS REQUIRED.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD MANHOLE DETAIL	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-04



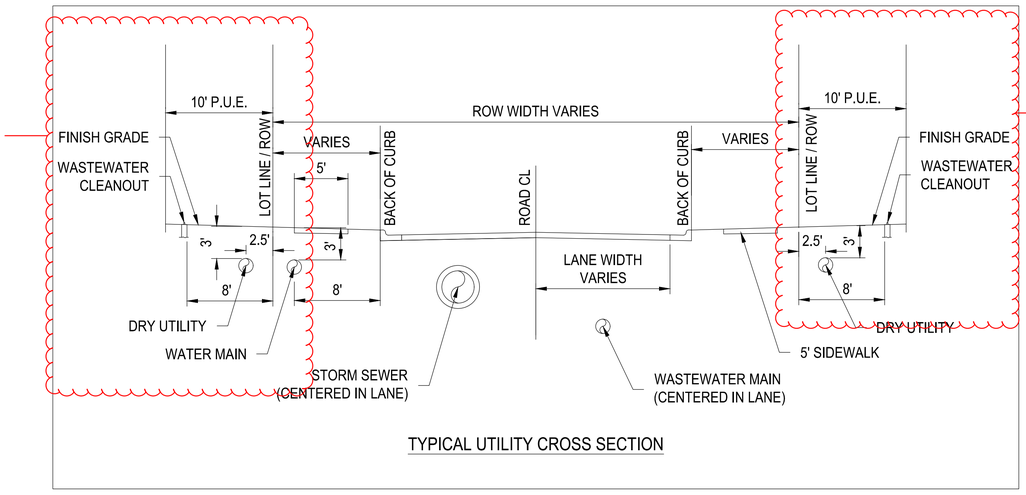
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	FLEXIBLE SEAL BOOT DETAIL	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-05



NOTES:
1. TO BE USED WHERE DROP IS SIX INCHES (6") TO TWO FEET (2'). DROPS GREATER THAN 2' USE TYPE "A".
2. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
3. CONSTRUCTION OF DROP SHALL PROVIDE AN OVERSIZED SLAB TO EXTEND UNDER THE DROP CONNECTION.
4. MINIMUM PIPE SIZE FOR DROP IS EIGHT INCHES (8").
5. SEE STANDARD MANHOLE DETAIL (WW04) FOR ADDITIONAL REQUIREMENTS.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	DROP MANHOLE TYPE "B" DETAIL	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-06

Per RFI #03, installation of WW services needs to follow CH-WW-12; note #09.



TYPICAL UTILITY CROSS SECTION

Per RFI #03, installation of WW services needs to follow CH-WW-12

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946
GRAY ENGINEERING

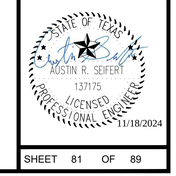
NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WASTEWATER DETAILS
(1 OF 4)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.



SHEET 81 OF 89

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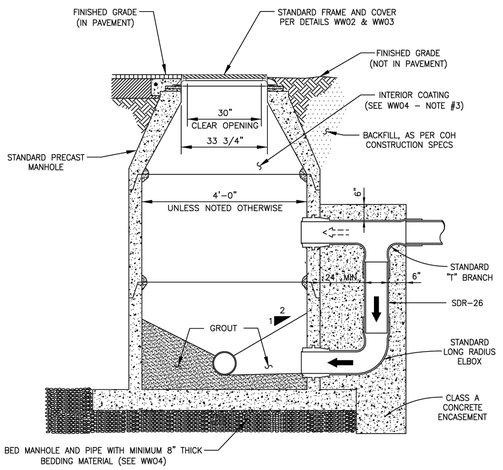
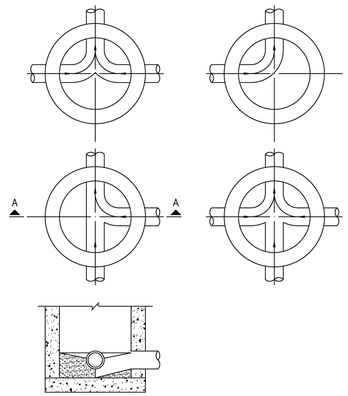


NOTES:
1. CONCRETE ENCASEMENT FOR DROP CONNECTION TO BE POURED INTEGRALLY WITH BOTH MANHOLE SLAB AND WALL.
2. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT SEWER IS LOCATED TWO FEET (2') OR MORE ABOVE THE MAIN INVERT CHANNEL. DROPS SHALL NOT EXCEED EIGHT FEET (8').
3. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
4. MINIMUM PIPE SIZE FOR DROP IS EIGHT INCHES (8").
5. SEE STANDARD MANHOLE DETAIL (WW04) FOR ADDITIONAL REQUIREMENTS.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	DROP MANHOLE TYPE "A" DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-07

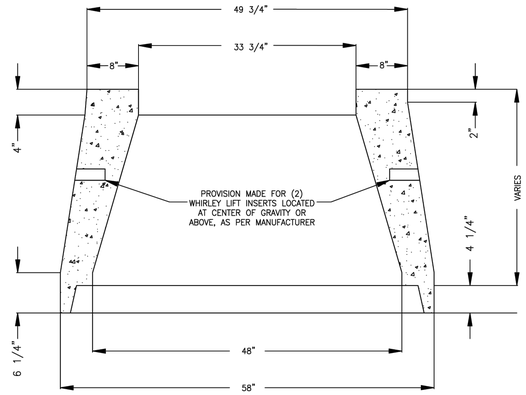
FLOW PATTERNS FOR INVERT CHANNELS



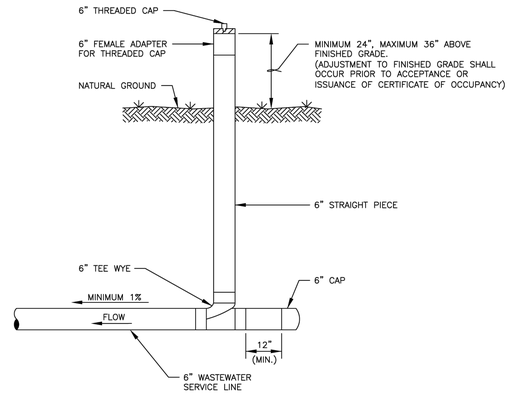
SECTION "A–A"

NOTES:
1. INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
2. SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOW.
3. CHANNELS FOR FUTURE CONSTRUCTIONS (STUBS) SHALL BE CONSTRUCTED, FILLED WITH SAND, AND COVERED WITH 1" OF MORTAR.
4. SLOPE MANHOLE ITSELF WITH A 1:2 SLOPE FROM MANHOLE WALL TO CHANNEL.
5. INVERT SHALL BE A MINIMUM OF 1/2 THE DIAMETER OF THE LARGEST PIPE OR 4" DEEP.
6. MANHOLE BASE SHALL BE 12" THICK MINIMUM.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	FLOW PATTERNS FOR INVERTS DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-08

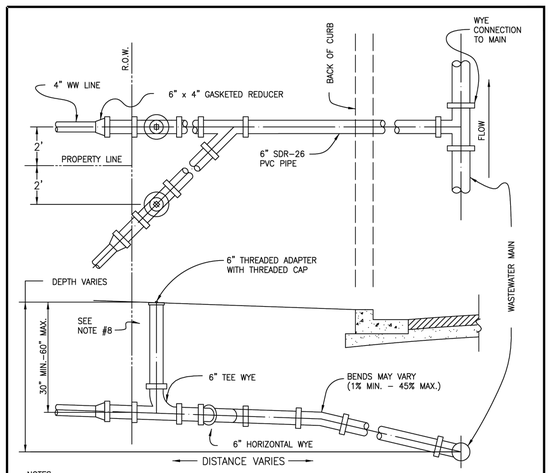


The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	48" PRECAST CONCRETE CONCENTRIC CONE DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-09



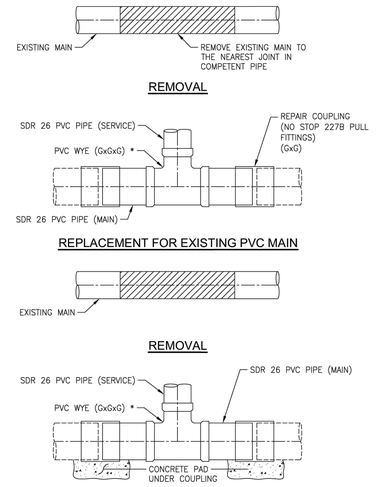
NOTES:
1. ALL PIPE TO BE SDR 26.
2. ALL FITTINGS TO BE SDR 26 GASKET FITTINGS.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	WW CLEANOUT NON-PAVED AREA DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-10



NOTES:
1. SUBDIVISION IMPROVEMENTS WILL END AT R.O.W. WITH PLUGGED WATER–TIGHT CLEAN–OUT.
2. DURING LOT CONSTRUCTION, PLUG WILL BE REMOVED AND 6"X4" ELASTOMERIC GASKETED BELL REDUCER INSTALLED. BUSHINGS ARE NOT ALLOWED.
3. SOLIDLY TAMP BACKFILL AT LEAST ONE FOOT (1') ABOVE TOP OF PIPE. SERVICES UNDER PAVED AREAS SHALL BE BACKFILLED TO THE SAME SPECIFICATIONS AS SHOWN ON PAVEMENT REPLACEMENT DETAIL.
4. CONTRACTOR SHALL MARK ON A CLEAN SET OF PLANS THE FINAL STATIONING OR DISTANCE AND DIRECTION FROM MANHOLE TO EACH SERVICE LATERAL AND GIVE TO ENGINEER FOR RECORD DRAWING PURPOSES.
5. SERVICE LINE MATERIAL SHALL BE P.V.C., SDR–26.
6. CITY OF HUTTO RESPONSIBILITY ENDS AT CLEAN OUT.
7. NO CLEAN–OUT SHALL BE SET IN SIDEWALK OR DRIVEWAY WITHOUT PRIOR WRITTEN APPROVAL FROM CITY ENGINEER.
8. SEE CITY OF HUTTO DETAIL WW11 FOR INSTALLATIONS IN CONCRETE SURFACES, CITY OF HUTTO DETAIL WW10 FOR ALL OTHERS.
9. CLEAN OUTS MUST BE 9' FROM WATERLINES.

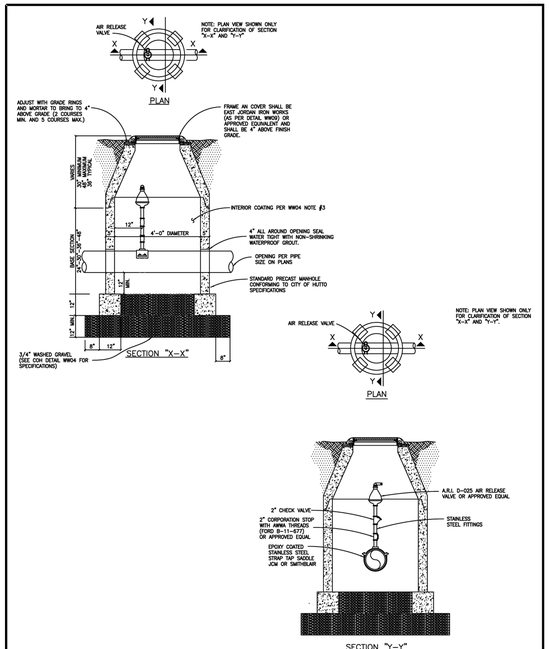
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	SEWER SERVICE CONNECTION DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-12



REPLACEMENT FOR EXISTING CONCRETE, CLAY, AND AC MAIN

NOTES
1. ALL WASTEWATER PIPING SHALL HAVE ELASTOMERIC GASKET TYPE JOINTS AND SLOPE DOWNWARD TO MAIN ONE PERCENT (1%) MINIMUM TO FORTY–FIVE PERCENT (45%) MAXIMUM.
2. DEPTH OF SERVICE AT PROPERTY LINE WILL BE SHOWN ON PLANS BY ENGINEER IF GREATER THAN FOUR FEET (4'), OTHERWISE THE INSTALLED DEPTH WILL BE FOUR FOOT (4') MINIMUM AND SIX FEET (6') MAXIMUM AT PROPERTY LINE.
3. REPLACE THE BEDDING AND BACKFILL IN ACCORDANCE WITH THE TRENCH EMBEDMENT DETAIL.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	GASKETED FITTING FOR SEWER SERVICE DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-13



The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STANDARD AIR RELEASE VALVES FOR FORCE MAINS DETAIL
CITY OF HUTTO	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-14

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			RECORD ONLY

LIDELL WALKER PHASE 3

WASTEWATER DETAILS (2 OF 4)

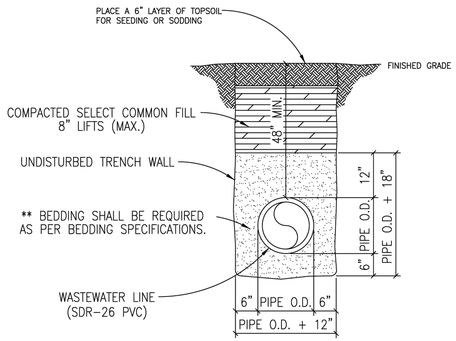
PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 82 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG, DATE: 11/18/2024 11:06:50 AM, BY: JHADLEY

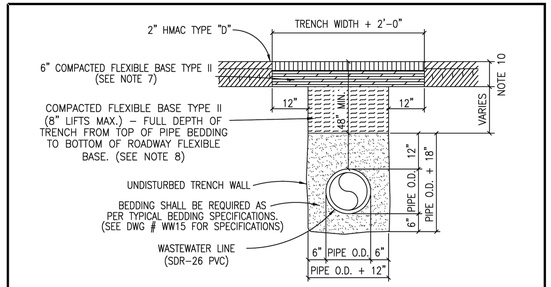


** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	3/8" F % RETAINED	1/2" D % RETAINED
1/2"	0	0
3/8"	0–2	5–25
#4	40–85	80–100
#10	95–100	96–100

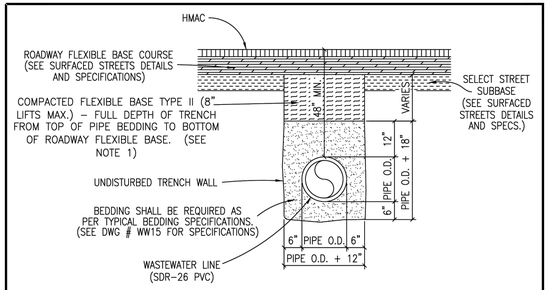
NOTES:
1. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHALL BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TRENCH AND EMBEDMENT NON-PAVED DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-15



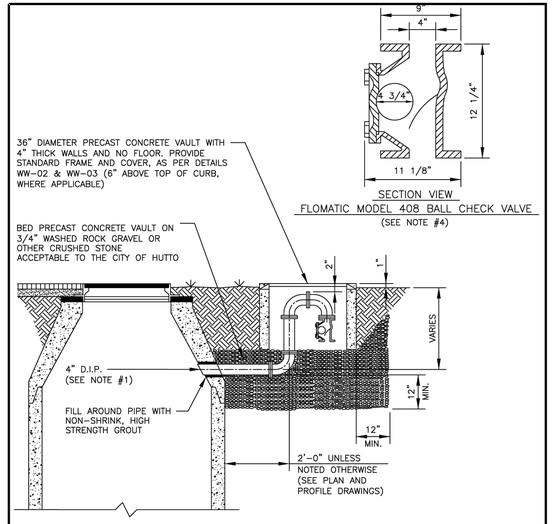
NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO.
6. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY. FLEXIBLE BASE TYPE II: (ROADWAY BASE)
7. TxDOT TYPE A – GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 100% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR. FLEXIBLE BASE TYPE II: (TRENCH BACKFILL)
8. TxDOT TYPE A – GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 95% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
9. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHALL BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.
10. CROSS SECTION SHALL MATCH EXISTING ROAD OR 8" WHICHEVER IS GREATER.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TRENCH AND EMBEDMENT UNDER EXISTING ROAD DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-16



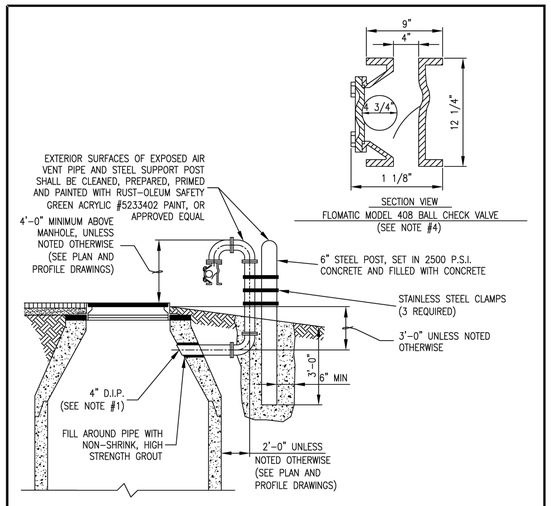
NOTES:
1. TXDOT TYPE A–GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 95% OF THE TXDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
2. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8) INCH LIFT OF BASE. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO.
3. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
4. IF GROUND WATER IS PRESENT IN THE TRENCH, THE BEDDING MATERIAL SHALL BE SURROUNDED BY FILTER FABRIC (MIRAFI 140N OR EQUIVALENT) ON ALL SIDES TO PREVENT SOIL INFILTRATION INTO THE BEDDING MATERIAL.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TRENCH AND EMBEDMENT UNDER PROPOSED PAVEMENT DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-17



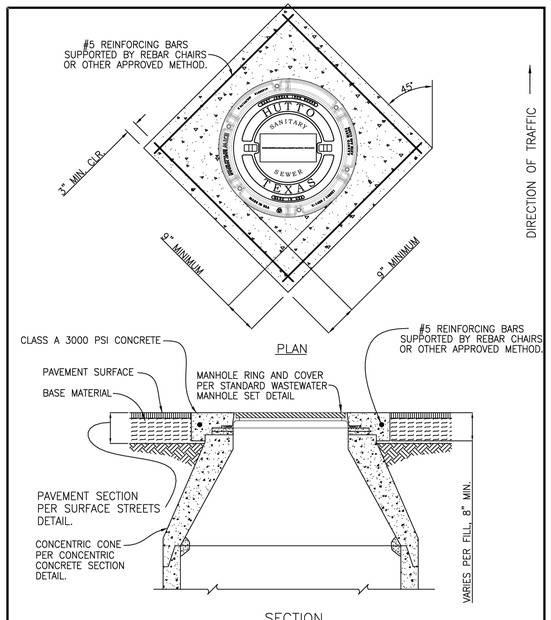
NOTES:
1. AIR VENT PIPE TO BE 4" D.I.P., CLASS 53 WITH FLANGED CONNECTIONS.
2. ALL FITTINGS TO BE 150 PSIG RATED & ANSI/AWWA C110/A21.10.
3. AIR VENT PIPE RISER SHALL BE INSTALLED TO A MINIMUM DEPTH FROM GROUND SURFACE AS POSSIBLE, PREFERABLY LOCATED IN THE CONCENTRIC CONCRETE CONE.
4. MINIMUM ELEVATION AT THE VENT OPENING SHALL BE 1 FOOT (1'–0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION. IF ELEVATION OF VENT OPENING IS LESS THAN 1 FOOT (1'–0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION, A FLOMATIC MODEL 408, PART #2145 BALL CHECK VALVE, OR APPROVED EQUAL, WITH FLOATING TYPE BALL, SHALL BE INSTALLED AT DOWN TURNED OPENING OF VENT. A 16 MESH 304 STAINLESS STEEL INSECT SCREEN SHALL BE PLACED IN THE OPENING.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	MANHOLE VENT BELOW GROUND DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-18

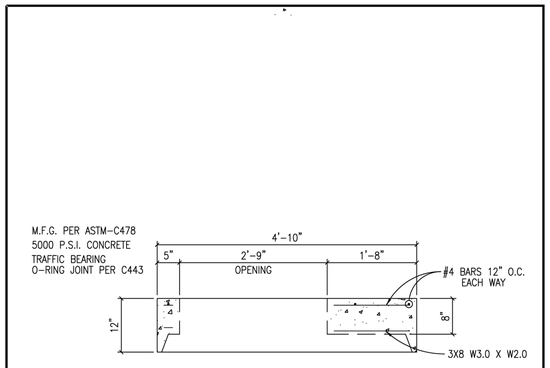


NOTES:
1. AIR VENT PIPE TO BE 4" D.I.P., CLASS 53 WITH FLANGED CONNECTIONS.
2. ALL FITTINGS TO BE 150 PSIG RATED & ANSI/AWWA C110/A21.10.
3. AIR VENT PIPE RISER SHALL BE INSTALLED TO A MINIMUM DEPTH FROM GROUND SURFACE AS POSSIBLE, PREFERABLY LOCATED IN THE CONCENTRIC CONCRETE CONE.
4. MINIMUM ELEVATION AT THE VENT OPENING SHALL BE 1 FOOT (1'–0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION. IF ELEVATION OF VENT OPENING IS LESS THAN 1 FOOT (1'–0") ABOVE THE ULTIMATE 100 YEAR FLOOD PLAIN ELEVATION, A FLOMATIC MODEL 408, PART #2145 BALL CHECK VALVE, OR APPROVED EQUAL, WITH FLOATING TYPE BALL, SHALL BE INSTALLED AT DOWN TURNED OPENING OF VENT. A 16 MESH 304 STAINLESS STEEL INSECT SCREEN SHALL BE PLACED IN THE OPENING.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	MANHOLE VENT ABOVE GROUND DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-19



The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	MANHOLE COVER CONCRETE APRON DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-20



NOTES:
1. AVAILABLE WITH CAST IRON RING AND COVER CAST IN PLACE.
2. PERMITTED ONLY WITH WRITTEN APPROVAL.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	48" FLAT MANHOLE LID DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-21

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LIDELL WALKER PHASE 3

WASTEWATER DETAILS (3 OF 4)

PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
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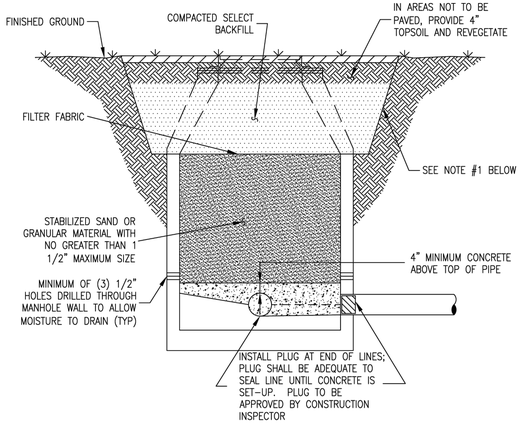
11/18/2024

SHEET 83 OF 89

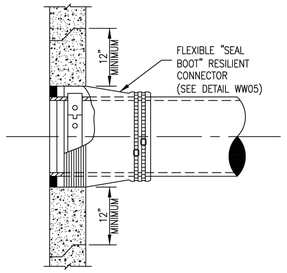
H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG, DATE: 11/18/2024 11:06:56 AM, BY: JHADLEY



NOTES:

1. REMOVE ENTIRE CONE SECTION AND DEMOLISH STRUCTURE TWO FEET (2'-0") MINIMUM BELOW GROUND LEVEL.
2. IF LINE WHICH IS TO ABANDONED IN PLACE, EXTENDS UNDER EXISTING OR PROPOSED STRUCTURE, THEN THE ENTIRE LINE TO THE NEXT MANHOLE SHALL BE GROUTED OR SLURRY FILLED.
3. IF LINE IS NOT LOCATED UNDER A STRUCTURE, ABANDON EXISTING LINE IN PLACE BY PLUGGING BOTH ENDS OF LINE AND GROUTING AROUND PLUGS.
4. THE CONTRACTOR IS TO RECORD AND CERTIFY QUANTITIES OF GROUT OR SLURRY PUMPED. QUANTITIES MUST BE A MINIMUM OF 90% OF CALCULATED EXISTING VOID CAPACITY.

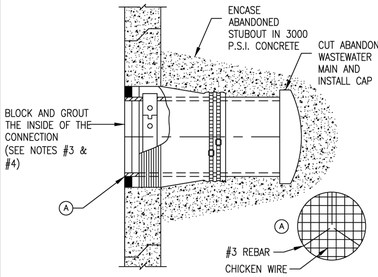
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	WASTEWATER MANHOLE ABANDONMENT DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-22



NEW CONNECTIONS TO EXISTING WASTEWATER MANHOLES

NOTES:

1. EXISTING MANHOLES TO BE VACUUM TESTED PRIOR TO ANY CONNECTIONS.
2. NEW CONNECTIONS TO HAVE MINIMUM VERTICAL AND HORIZONTAL SEPARATION OF 12" ON THE OUTSIDE FACE OF THE MANHOLE FROM ANY EXISTING PENETRATIONS AND/OR MANHOLE JOINTS.
3. CONNECTIONS MADE INTO EXISTING MANHOLES ARE TO BE CORED AND NOT DRILLED/CHISELED.
4. CUT, SHAPE AND SLOPE NEW INVERT CHANNEL IN THE EXISTING CONCRETE BENCH FOR SMOOTH FLOW FROM THE NEW WASTEWATER CONNECTION.
5. EXISTING MANHOLES TO BE RECOATED AFTER ANY NEW WASTEWATER CONNECTON IS ADDED.

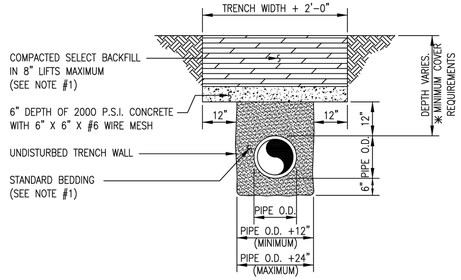


NOTES:

1. THIS DETAIL IS INTENDED FOR WASTEWATER MANHOLES THAT WILL REMAIN IN SERVICE. FOR WASTEWATER MANHOLES THAT ARE TO BE ABANDONED, REFERENCE DETAIL WW22.
2. WASTEWATER MANHOLE TO BE RECOATED AFTER GROUT IS INSTALLED.
3. BLOCK THE INLET OF THE MANHOLE WITH CHICKEN WIRE AND 3-#3 REBAR. GROUT THE INSIDE OF THE MANHOLE FLUSH WITH THE MANHOLE WALL.
4. CONNECTIONS 24" AND LARGER REQUIRE BRICK BLOCKING TO BE INSTALLED PRIOR TO GROUTING.

ABANDONMENT OF CONNECTIONS TO EXISTING WASTEWATER MANHOLES

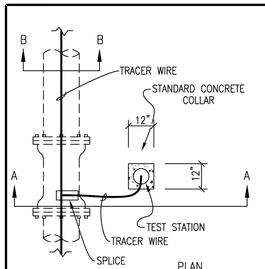
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	EXISTING WASTEWATER MANHOLE CONNECTIONS DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-23



NOTE:

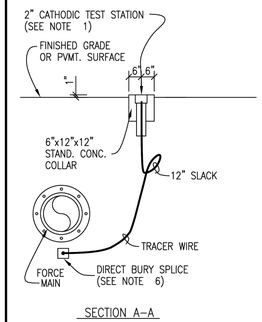
1. WASTEWATER LINE AND SURFACE REPAIR DETAIL WW15 FOR PIPE BEDDING/BACKFILL REQUIREMENTS AND MINIMUM COVER REQUIREMENTS.
2. REQUIREMENTS FOR CONCRETE TRENCH CAPS IN WATERWAYS AND DRAINAGE AREAS NEED TO BE REVIEWED ON A CASE BY CASE BASIS AND APPROVED BY THE CITY ENGINEER AND INSPECTOR.

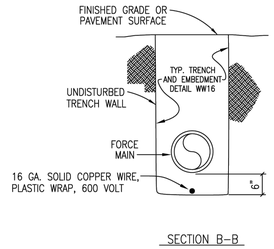
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	WASTEWATER CONCRETE TRENCH CAP DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-24



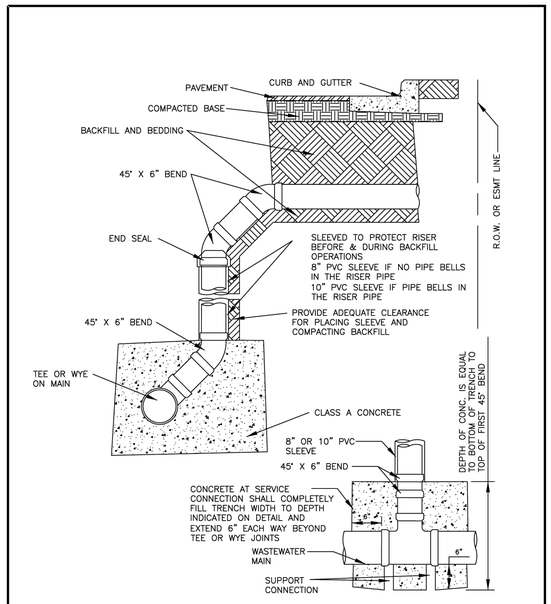
NOTES:

1. TEST STATION SHALL BE HANDLEY INDUSTRIES INC. – 2 INCH CATHODIC TEST STATIONS OR APPROVED EQUAL.
2. THE 15" ABS PLASTIC BOX SHALL BE A FLANGED TOP FOR INSTALLATION AT GROUND LEVEL.
3. ALL TERMINALS ARE TO BE MADE OF SOLID BRASS.
4. AN ABOVE GROUND GREEN MARKER SHALL BE PLACED IN BETWEEN EVERY TEST STATION.
5. TEST TERMINALS ARE TO BE INCORPORATED WITH HANDLEY VALVE BOXES.
6. BURY SPLICE SHALL BE 3M DIRECT BURY SPLICE (DBR) OR APPROVED EQUAL.
7. TEST STATIONS SHALL BE INSTALLED EVERY 300FT.

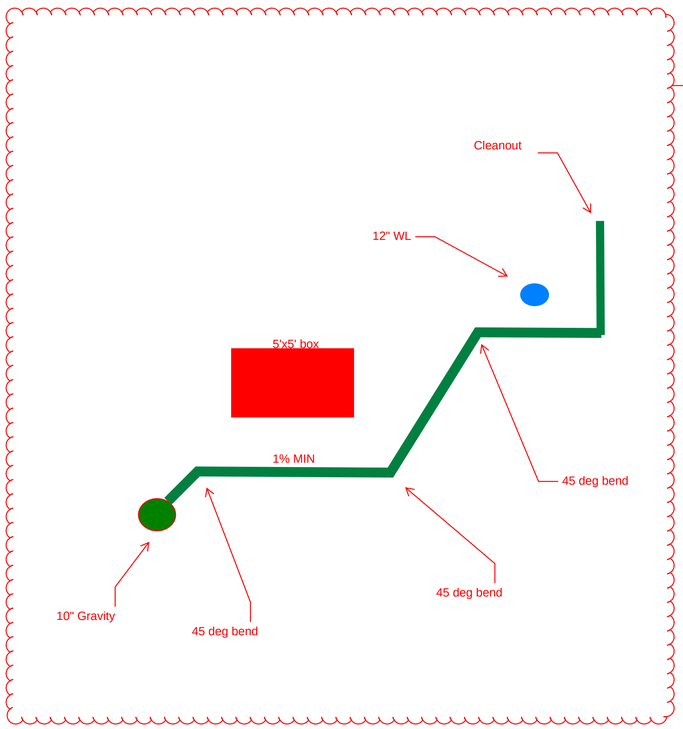




The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TRACER WIRE INSTALLATION DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-25



The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	DEEP SERVICE CONNECTION DETAIL
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-WW-26



Per RFI #05, the use of three 45 degree bends is acceptable; see Sheets 44 and 54.

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			RECORD ONLY

LIDELL WALKER PHASE 3

WASTEWATER DETAILS (4 OF 4)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
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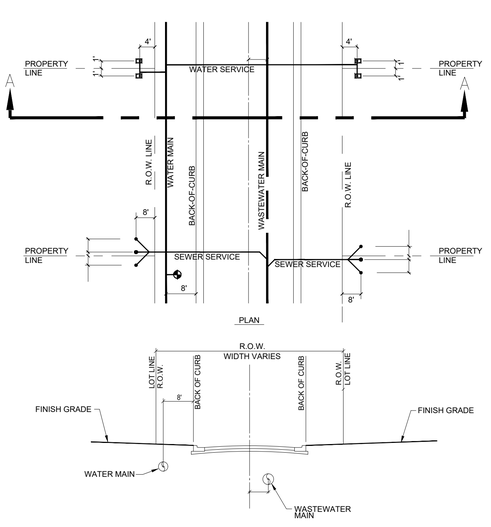
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 84 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG DATE: 11/18/2024 11:07:00 AM BY: JHADLEY



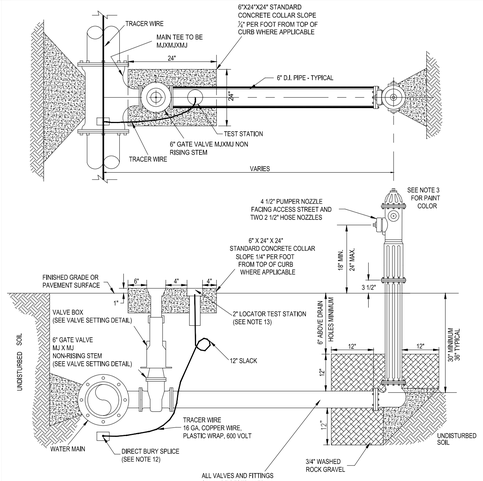
MINIMUM COVER BELOW FINISH-GARDE ALL UTILITIES UNDER ROADWAY 36" MIN.	
WATER	36"
WASTEWATER	48"

REVISION NOTE: MARCH 6, 2017

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

UTILITY ASSIGNMENTS FOR LOCAL STREETS, RESIDENTIAL COLLECTORS AND MAJOR COLLECTORS

DRAWING NAME: W01 | SCALE: N.T.S. | DATE: 7-2-13 | DRAWN BY: M.W.W. | APPROVED BY: W.E.A.



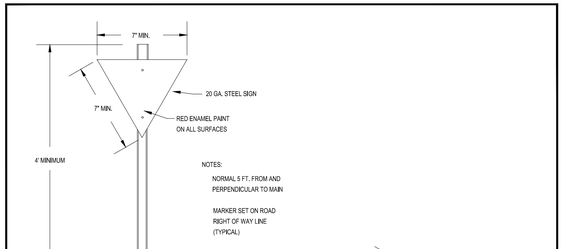
NOTE:
1. FIRE HYDRANT SHALL BE INSTALLED ON SAME SIDE OF ROAD AS WATER MAIN.
2. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
3. ALL FIRE HYDRANT EXTERIORS SHALL BE FACTORY PRIMED AND PAINTED RED USING A HIGH GRADE ENAMEL.
4. HEEL AND THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
5. THE ONLY FIRE HYDRANTS ACCEPTABLE ARE:
   5.1. AMERICAN DARLING - B84B
   5.2. CLOW
   5.3. KENNEDY - K81A
6. DOUBLE BLUE REFLECTOR "HY-LITES" BRAND, MANUFACTURED BY PAVEMENT MARKERS INC. TO BE INSTALLED AT 1' OFFSET FROM CENTER OF STREET TOWARDS AND PERPENDICULAR TO HYDRANT.
7. TEST STATION SHALL BE HANDLEY INDUSTRIES INC. - 2 INCH CATHODIC TEST STATIONS OR APPROVED EQUAL.
8. THE 15" ABS PLASTIC BOX SHALL BE A FLANGED TOP FOR INSTALLATION AT GROUND LEVEL.
9. ALL TERMINALS ARE TO BE MADE OF SOLID BRASS.
10. PLASTIC LIDS SHALL BE COLOR BLUE AND MARKED "WATER".
11. TEST TERMINALS ARE TO BE INCORPORATED WITH HANDLEY VALVE BOXES.
12. BURY SPLICE SHALL BE 3M DIRECT BURY SPLICE (DBR) OR APPROVED EQUAL.
13. TEST STATIONS SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION, AND LINE GATE VALVES. ONLY ONE TEST STATION IS REQUIRED AT A VALVE CLUSTER OF TWO OR MORE.
14. HYDRANT SHALL BE GREASED WITH FOOD GRADE APPROVED LUBRICANT.
15. WHERE NECESSARY, SWIVEL-LOCK PIPING CAN BE USED BETWEEN TEE AND VALVE, OR VALVE AND HYDRANT.

REVISION NOTE: 1/27/2022

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TYPICAL FIRE HYDRANT, TRACER WIRE, AND TEST STATION DETAIL

DRAWING NAME: W02 | SCALE: N.T.S. | DATE: 7-2-13 | DRAWN BY: M.W.W. | APPROVED BY: W.E.A.

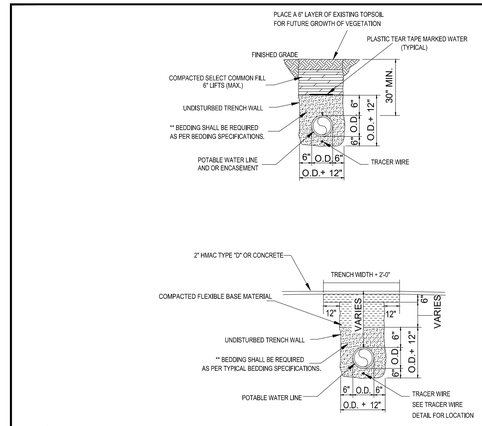


REVISION NOTE: APRIL 3, 2014

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

MARKERS TYPE 1, 2, & 3

DRAWING NAME: W03 | SCALE: N.T.S. | DATE: 7-2-13 | DRAWN BY: | APPROVED BY:



NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. FLEXIBLE BASE MATERIAL TYPE II (TYPICAL), SHALL BE PLACED IN MULTIPLE LIFTS NOT TO EXCEED 6". EACH LAYER SHALL BE THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY. VERIFY BASE MATERIAL WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
6. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL IF PERMITTED BY CITY OR COUNTY (SEE APPLICABLE CITY OR COUNTY FLOWABLE BACKFILL SPECIFICATION).

** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-85
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
96-100	-
-	100

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:

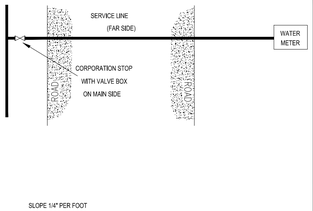
12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 54" MINIMUM COVER

REVISION NOTE: MARCH 10, 2014

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TRENCH & EMBEDMENT DETAIL

DRAWING NAME: W04 | SCALE: N.T.S. | DATE: 7-2-13 | DRAWN BY: M.W.W. | APPROVED BY: W.E.A.



METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"
1"	11"

MATERIALS LIST

A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 8".
B. 1" CORPORATION STOP W/ GATE VALVE OPERATING NUT – SERVICE PIPE OUTLET .
C. 1" SERVICE PIPE.
D. ANGLE METER STOP, SERVICE PIPE INLET X SWIVEL COUPLING NUT OUTLET:
   D.A. FOR 5/8" AND 3/4" METERS 1" X 3/4"
   D.B. FOR 1" METERS 1" X 1"
E. DFW PLASTICS, INC METER BOX (DFW37C-12-BODY) WITH DFW PLASTICS, INC. METER LID (REFER TO LID DETAIL W16)
F. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE).
G. WATER METER
H. WATER METER COUPLING MALE I.P.T. X SWIVEL COUPLING
   H.A. FOR 5/8" AND 3/4" METERS 3/4" X 8 1/2" LONG.
   H.B. FOR 1" METERS 1" X 8 1/2" LONG

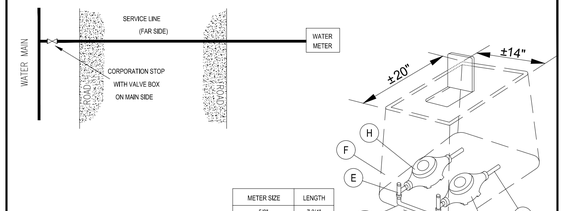
NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE, IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MILL POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE..
4. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
5. BRASS SHALL ONLY BE FORD.
6. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID
8. INSTALL PRIVATE CUT OFF ON CUSTOMER SIDE OF METER (NOT SHOWN, CUSTOMER'S PLUMBER TO INSTALL.)

REVISION NOTE: 4/22/22

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

STANDARD INSTALLATION DETAIL FOR ONE ¾", 1", OR 1" METERS

DRAWING NAME: W05 | SCALE: N.T.S. | DATE: 7-2-13 | DRAWN BY: M.W.W. | APPROVED BY: W.E.A.



METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"

MATERIALS LIST

A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 8".
B. 1 1/2" CORPORATION STOP W/ GATE VALVE OPERATING NUT – SERVICE PIPE OUTLET 1" SERVICE PIPE.
C. 1 1/2" SERVICE PIPE
D. BRANCH CONNECTION 1 1/2" SERVICE PIPE INLET AND 2 3/4" MALE I.P.T. OUTLETS 7 1/2" O.D.
E. 3/4" ANGLE METER STOP: FEMALE I.P.T. INLET AND SWIVEL COUPLING NUT OUTLET.
F. DFW PLASTICS, INC METER BOX (DFW37C-12-BODY) WITH DFW PLASTICS, INC. METER LID (REFER TO LID DETAIL W16)
G. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE).
H. WATER METER
I. WATER METER COUPLING 3/4" X 8 1/2" MALE I.P.T. X SWIVEL COUPLING NUT.

NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MILL POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. BRACH CONNECTION AND BOTH ANGLE METER STOPS MUST BE INSTALLED PRIOR TO FIRST METER INSTALLATION EVEN THOUGH SECOND PROPERTY MAY NOT BE READY FOR SERVICE..
5. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
6. BRASS SHALL ONLY BE FORD.
7. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
8. REFERENCE DETAIL W17 FOR VALVE BOX LID
9. INSTALL PRIVATE CUT OFF ON CUSTOMER SIDE OF METER (NOT SHOWN, CUSTOMER'S PLUMBER TO INSTALL.)

REVISION NOTE: 4/22/22

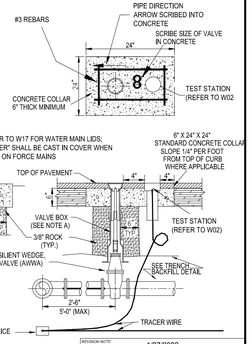
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

STANDARD INSTALLATION DETAIL FOR TWO ¾" OR 2" METERS

DRAWING NAME: W06 | SCALE: N.T.S. | DATE: 7-2-13 | DRAWN BY: M.W.W. | APPROVED BY: W.E.A.

NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 95% MAXIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6 1/2") INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TEST SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OF THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "TxDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO JWSUD. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER AASHTO T-180 SPECIFICATIONS.
6. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
7. SELECT MATERIAL TYPE III:
   7.1. TxDOT TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 98% OF ASTM D-698 AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE S.U.D. INSPECTOR.

NOTES:
A. VALVE BOX SHALL BE EAST JORDAN IRON WORKS SERIES 8550 TWO PIECE SCREW TYPE OR APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF +/- 6 INCHES FROM INSTALLED FINISH GRADE.
B. 2. ACCEPTABLE GATE VALVES ARE:
   B.1. AMERICAN FLOW CONTROL - SERIES 2500
   B.2. MUELLER - 2360 SERIES
   B.3. CLOW
C. FOR IN LINE VALVES, USE MECHANICAL JOINT WITH "MEGALUG" RESTRAINTS (OR APPROVED EQUAL) ON EACH SIDE OF VALVE.
D. IF THE TOP OF THE VALVE OPERATING NUT IS MORE THAN 3 FT. BELOW THE FINISHED SURFACE, A OPERATING STEM EXTENSION SHALL BE INSTALLED TO BRING THE OPERATING NUT TO WITHIN 3 FT. OF THE FINISHED SURFACE.
E. VALVE OPERATING NUTS MORE THAN 3 FT. BELOW THE GROUND SURFACE ELEVATION SHALL BE EXTENDED TO BE 2 FT. BELOW GROUND.
F. REFER TO DETAIL W02 FOR TEST STATION REQUIREMENTS.
G. REFER TO DETAIL W09 FOR THRUST BLOCKING AND JOINT RESTRAINT REQUIREMENTS.



REVISION NOTE: 1/27/2022

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TYPICAL VALVE SETTING (LESS THAN 24")

DRAWING NAME: W07 | SCALE: N.T.S. | DATE: 7-2-13 | DRAWN BY: M.W.W. | APPROVED BY: W.E.A.

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WATER DETAILS
(1 OF 5)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

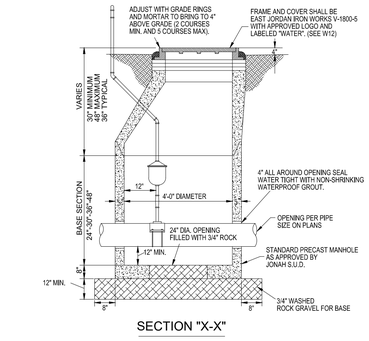
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

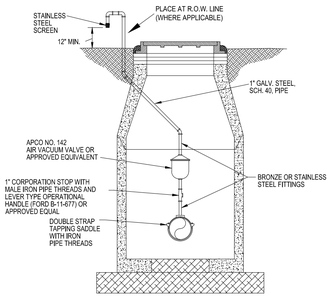
STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 85 OF 89

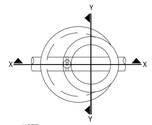
H:\PROJECTS\1725 - GRBK EDGEWOOD LC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG, DATE: 11/18/2024 11:07:12 AM, BY: JHADLEY



SECTION "X-X"



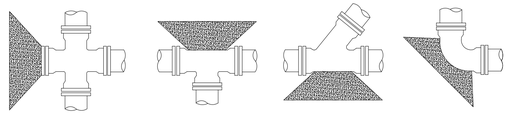
SECTION "Y-Y"



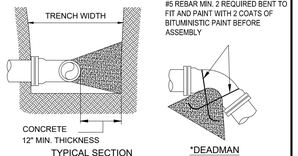
NOTE:
PLAN VIEW SHOWN ONLY FOR CLARIFICATION OF SECTION "X-X" AND "Y-Y"

PLAN

REVISION NOTE:	3/8/18
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W08
STANDARD AIR RELEASE VALVE FOR WATER MAIN DETAIL	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.



ALL THRUST BLOCKING SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY JWSUD PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY JWSUD PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS, FOR PRESSURE MAINS TWO INCHES (2") AND GREATER. CONCRETE SHALL HAVE 2500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS. AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC. BY COVERING WITH VISQUEEN OR OTHER ACCEPTABLE MATERIAL. CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.



TYPICAL SECTION

*DEADMAN

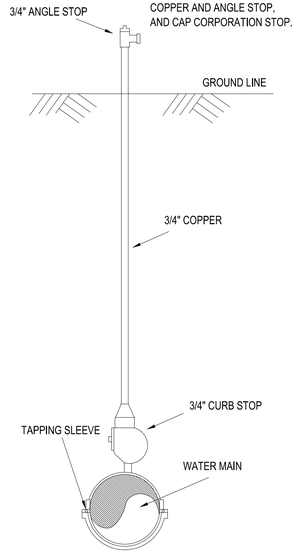
PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	VALUES ARE FOR 90 BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.6 SQ. FT.	24"	53.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

*THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

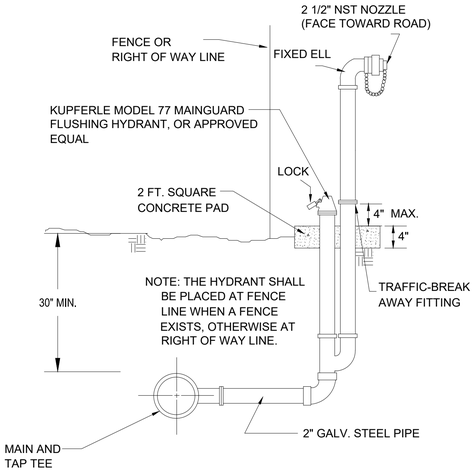
NOTE:
- ALL 3" AND LARGER ELLS, TEES AND BENDS SHALL BE MJ DUCTILE IRON FITTINGS WITH "MEGALUG" OR APPROVED EQUAL JOINT RESTRAINTS - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED. JOINT RESTRAINTS SHALL ALSO BE USED FOR ANY PIPE LENGTH LESS THAN ONE FULL PIPE JOINT AWAY FROM EACH M.J. FITTING.
- ALL 2-1/2" AND SMALLER CAPS, ELLS, TEES AND 45° BENDS SHALL BE HARCO PUSH-ON DUCTILE IRON FITTINGS WITH KNUCKLE JOINT RESTRAINT OR APPROVED EQUAL - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED.
- OTHER THRUST BLOCKING DIMENSIONS ACCEPTED IF DESIGNED BY LICENSED ENGINEER.

REVISION NOTE:	JANUARY 13, 2017
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W09
TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAINS DETAIL	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.

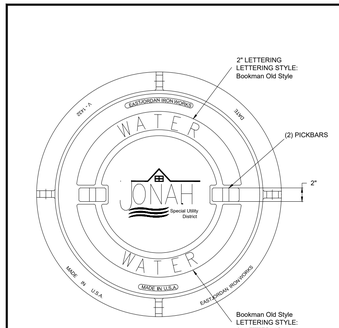
NOTE: AFTER BACTERIOLOGICAL TESTING THE CONTRACTOR SHALL CLOSE CORPORATION STOP, REMOVE COPPER AND ANGLE STOP, AND CAP CORPORATION STOP.

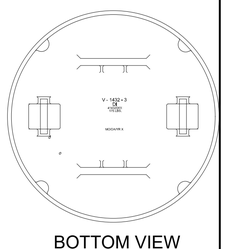


REVISION NOTE:	
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W10
TEMPORARY SAMPLING TEST STATION	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.

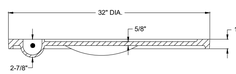


REVISION NOTE:	
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W11
FIRE TYPE BLOW OFF HYDRANT	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.

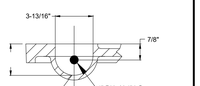




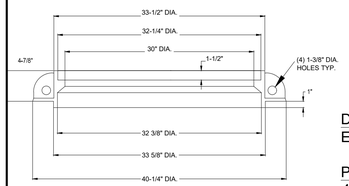
BOTTOM VIEW



COVER SECTION



PICKBAR DETAIL



SECTION

DRAWING PROVIDED BY:
EAST JORDAN IRON WORKS

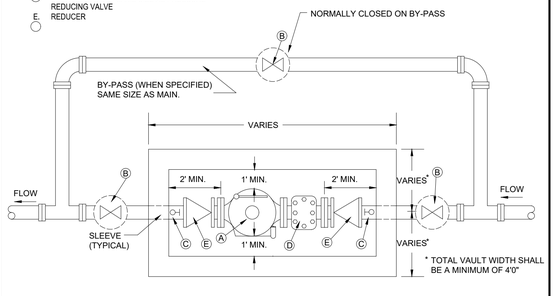
PRODUCT NUMBER:
41432069A01

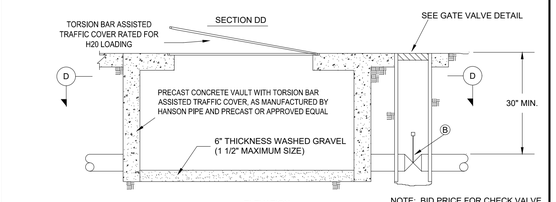
REVISION NOTE:	9/28/2018
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W12
WATER MANHOLE LID	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.

EQUIPMENT

PRESSURE REDUCING VALVE STATION
- (A.) CLA-VAL (TYPE 90-48 OR AS SPECIFIED) PRESSURE REDUCING VALVE OR EQUAL. SHALL INCLUDE STAINLESS STEEL PILOT TUBING. SEE DISTRIBUTION SYSTEM PLANS FOR SIZE AND LOCATION.
- (B.) GATE VALVE AND BOX;SAME SIZE AS MAIN. (REFER TO W07)
- (C.) PENN TYPE WS 1 PRESSURE GAUGE, OR EQUAL WITH CUT OFF AND ELL. (FACE GAUGE UP.)
- (D.) BADGER PLATE STRAINER OR APPROVED EQUAL ON UP STREAM SIDE - SAME SIZE AS PRESSURE REDUCING VALVE
- (E.) REDUCER

CHECK VALVE STATION:
- (A.) CHECK VALVE AS SPECIFIED. SEE DISTRIBUTION SYSTEM PLANS FOR SIZE AND LOCATION.
- (B.) GATE VALVE AND BOX; SAME SIZE AS MAIN. (REFER TO W07)



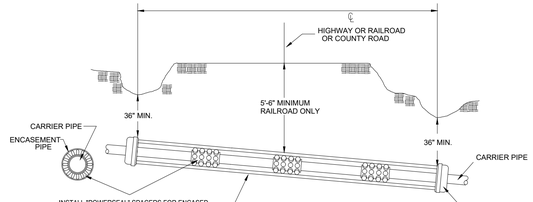


ELEVATION

NOTE: ALL PIPE, VALVES, FITTINGS AND EQUIPMENT SHALL CONFORM TO THE CURRENT APPLICABLE A.W.W.A. STANDARDS.

NOTE: BID PRICE FOR CHECK VALVE STATION, AND PRESSURE REDUCING STATION SHALL INCLUDE VALVE, GATE VALVES WITH BOX, PIPING, AND VAULT. (INCLUDING BY-PASS WHERE REQUIRED)

REVISION NOTE:	May 29, 2019
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W13
PRESSURE REDUCING AND/OR CHECK VALVE STATION	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.

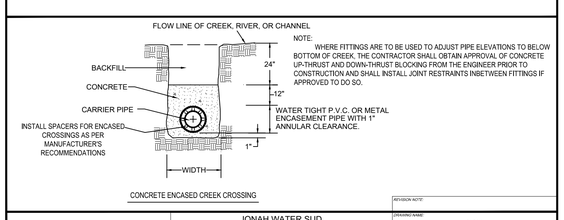


NOTE:
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OR FUSIBLE ENDS TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

COUNTY ROAD, HIGHWAY AND RAILROAD CROSSINGS

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE.
0'-0.2500"	0'-0 1/4"	12" OR LESS
0'-0.3125"	0'-0 5/16"	OVER 12" TO 18"
0'-0.3750"	0'-0 3/8"	OVER 18" TO 22"
0'-0.4375"	0'-0 7/16"	OVER 22" TO 28"
0'-0.5000"	0'-0 1/2"	OVER 28" TO 34"
0'-0.5625"	0'-0 9/16"	OVER 34" TO 42"
0'-0.6250"	0'-0 5/8"	OVER 42" TO 48"

NOTE:
1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTT-FUSIBLE TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR PIPELINES.
3. DO NOT USE WEDGES BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED PIPING.



CONCRETE ENCASED CREEK CROSSING

NOTE:
WHERE FITTINGS ARE TO BE USED TO ADJUST PIPE ELEVATIONS TO BELOW BOTTOM OF CREEK, THE CONTRACTOR SHALL OBTAIN APPROVAL OF CONCRETE UP-THRUST AND DOWN-THRUST BLOCKING FROM THE ENGINEER PRIOR TO CONSTRUCTION AND SHALL INSTALL JOINT RESTRAINTS INBETWEEN FITTINGS IF APPROVED TO DO SO.

WATER TIGHT P.V.C. OR METAL ENCASEMENT PIPE WITH 1" ANNULAR CLEARANCE.

REVISION NOTE:	
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	DRAWING NAME: W14
INSTALLATION OF PIPE THROUGH CASING/CREEK CROSSING	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WATER DETAILS (2 OF 5)

PROJECT NO: 1725-11762

DESIGNED BY: ARS

DRAWN BY: ARS

CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 86 OF 89

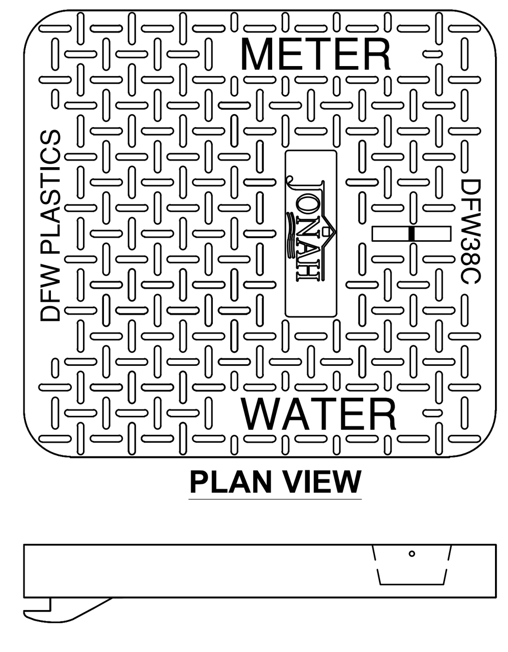
WATER MAINS AND SANITARY SEWERS SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN 9 FT. IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE 9 FT. SEPARATION CANNOT BE ACHIEVED, THE FOLLOWING TABLE SHALL GOVERN:

CONDITION	LOCATION	MATERIAL: WATER	MATERIAL: SEWER	MINIMUM SEPARATION: VERT.	MINIMUM SEPARATION: HORIZ.	COMMENTS
NEW WATER AND NEW SEWER						
SEWER FORCE MAIN AND GRAVITY SANITARY SEWER PARALLEL TO WATER MAIN	WATER ABOVE SEWER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	2'	4'	SEPARATE TRENCHES
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	6"	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER	STD.	ABS., CLAY CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZE SAND BACKFILL INITIAL BACKFILL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING. CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.
NEW WATER AND EXISTING SANITARY SEWER						
NEW WATER PARALLEL TO EXISTING SEWER	WATER ABOVE SEWER	STD.	CLAY, CONC., ABS., C.I., D.I., P.V.C.	2'	4'	IF SEWER SHOWS NO SIGN OF LEAKAGE, THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE, THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	WATER ABOVE SEWER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	IF SEWER SHOWS NO SIGN OF LEAKAGE, THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE, THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	REPLACE EXISTING SEWER WITH ONE JOINT C.I., D.I., P.V.C. - 150 P.S.I., CENTERING OVER WATER LINE.
NEW WATER PARALLEL TO EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	4'	REPLACE EXISTING SEWER WITH C.I., D.I., P.V.C.-150 P.S.I. OR CEMENT STABILIZED SAND BACK FILL IN INITIAL BACKFIELD ZONE OF SEWER WHERE PARALLEL CLOSER THAN 9 FT. OR ENCASE THE WATER IN 150 P.S.I. PIPE TWO NOMINAL SIZES LARGER.
EXISTING WATER AND NEW SANITARY SEWER						
NEW SEWER PARALLEL TO EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	2'	4'	SEPARATE TRENCHES
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	6"	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZE SAND BACKFIELD INITIAL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING. CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.

FIRE HYDRANTS SHALL NOT BE LOCATED WITHIN 9 FT. VERTICALLY OR HORIZONTALLY OF ANY SANITARY SEWER, REGARDLESS OF CONSTRUCTION.
WATER MAINS SHALL NOT BE INSTALLED CLOSER THAN 10 FT. TO SEPTIC TANK DRAINFIELDS.

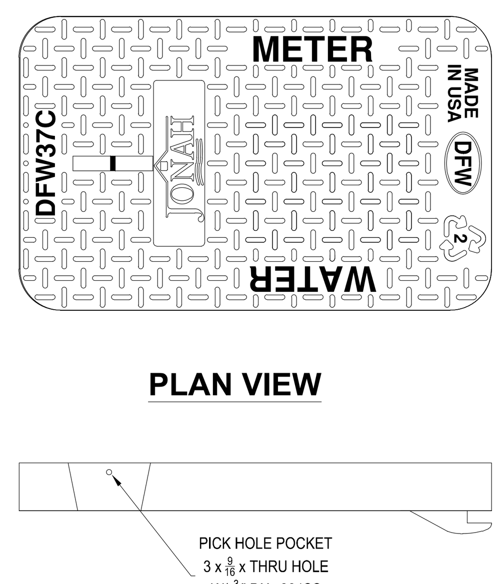
REVISION NOTE:

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
TABLE FOR SEPARATION OF WATER AND SEWER PIPE LINES
DRAWING NAME: W15
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



METER LID DETAIL FOR DUAL 5/8", 3/4", OR 1" METERS

DRAWING PROVIDED BY:
DFW PLASTICS, INC.
PRODUCT NUMBER:
DFW38C-14-AF3P JSUD

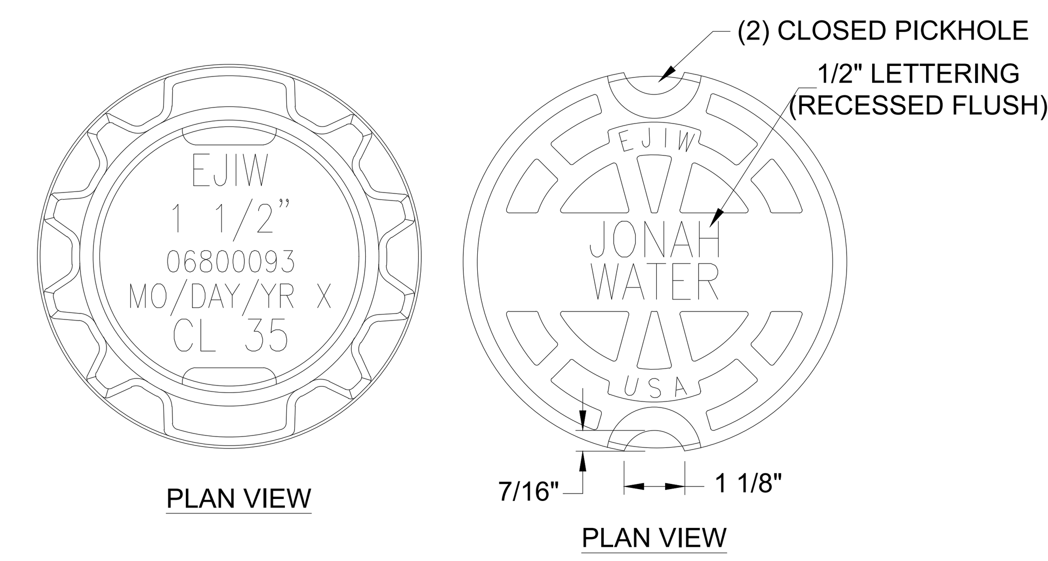


METER LID DETAIL FOR ONE 5/8", 3/4", OR 1" METER

DRAWING PROVIDED BY:
DFW PLASTICS, INC.
PRODUCT NUMBER:
DFW37C-12-AF3P JSUD

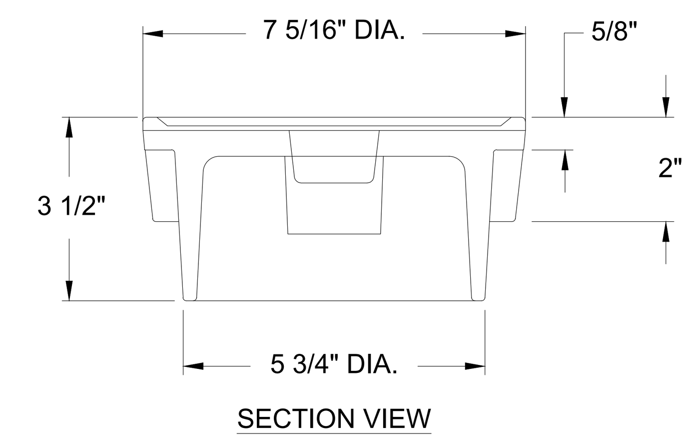
REVISION NOTE: 9/25/19

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
METER LID DETAILS
DRAWING NAME: W16
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



DRAWING PROVIDED BY:
EAST JORDAN IRON WORKS

PRODUCT NUMBER:
06800093



REVISION NOTE: 9/28/2018

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
VALVE BOX LID
DRAWING NAME: W17
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

Hydrostatic Testing

Hydrostatic testing described in this section shall be conducted with water.

General

The contractor shall provide measurement gauge, pump, pipe, connection, and other necessary apparatuses, unless otherwise specified. Prior to testing the contractor shall place sufficient backfill to prevent pipe movement. The contractor shall ensure that thrust-blocking or other types of restraint systems will provide adequate restraint prior to pressurizing the pipeline.

Test Duration

The duration of the hydrostatic test shall be 2 hours.

Test Pressure

The hydrostatic test pressure shall not be less than 1.25 times the maximum anticipated sustained working pressure at the highest point along the test section unless the pressure exceeds the design pressure limit for any pipe, thrust restraint, valve, fitting or other appurtenance of the test section. In no case shall the test pressure exceed the design pressure limit for any pipe, thrust restraint, valve, fittings, or other appurtenance of the test section.

Test Allowance

The testing allowance shall be defined as the quantity of water that must be supplied to the pipe section being tested to maintain the pressure within 5 psi of the specified hydrostatic test pressure. The installation will not be accepted, by the owner, if the quantity of the makeup water is greater than that determined by the formula below. All visible leaks are to be repair regardless of the amount of leakage.

$$Q=\frac{LxDx\sqrt{P}}{148000}$$

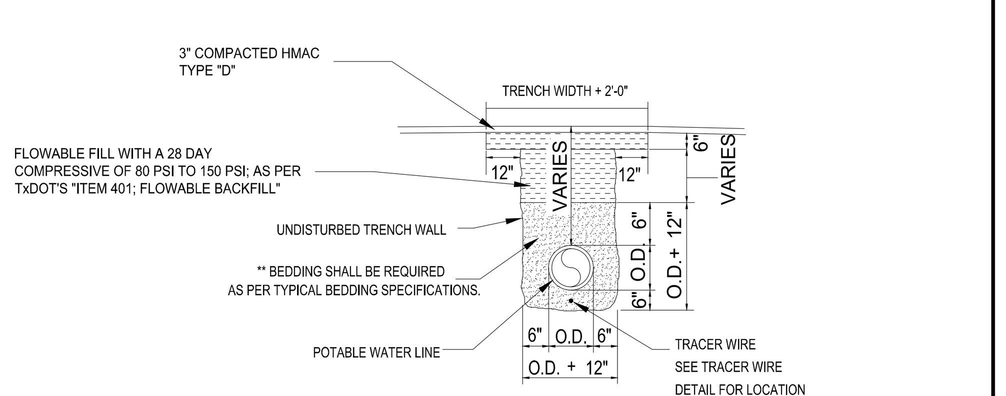
Q = quantity of makeup water in gallons per hour (gal./hr.)
L = length of pipe being tested in feet (ft.)
D = nominal diameter of pipe in inches (in.)
P = average test pressure during the hydrostatic test in pounds per square inch (psi)

Disinfection (Does Not Apply To Sewer Force Mains.)

New mains shall be thoroughly disinfected in accordance with AWWA Standard C651 and then flushed and sampled before being placed in service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure. Sampling shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.

REVISION NOTE:

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
TESTING REQUIREMENTS FOR PRESSURIZED PIPELINES (POTABLE WATERLINES AND SEWER FORCEMAINS)
DRAWING NAME: W18
SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



NOTES:
1. FLOWABLE FILL SHALL BE IN ACCORDANCE TO TxDOT'S ITEM 401 "FLOWABLE BACKFILL" SPECIFICATIONS. AS FOUND AT " http://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf "
2. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
3. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
4. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE STATE, COUNTY, OR CITY SPECIFICATIONS.

** TYPICAL BEDDING SPECIFICATIONS:

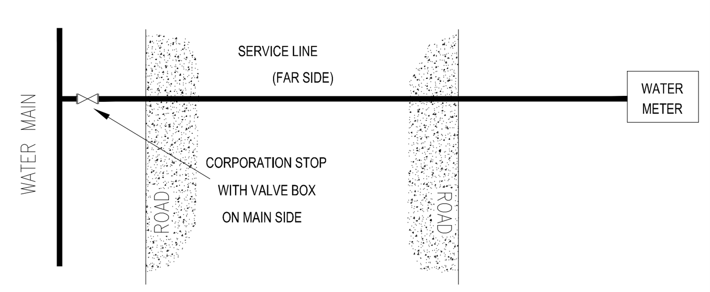
SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-85
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
96-100	-
-	100

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:
12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 54" MINIMUM COVER

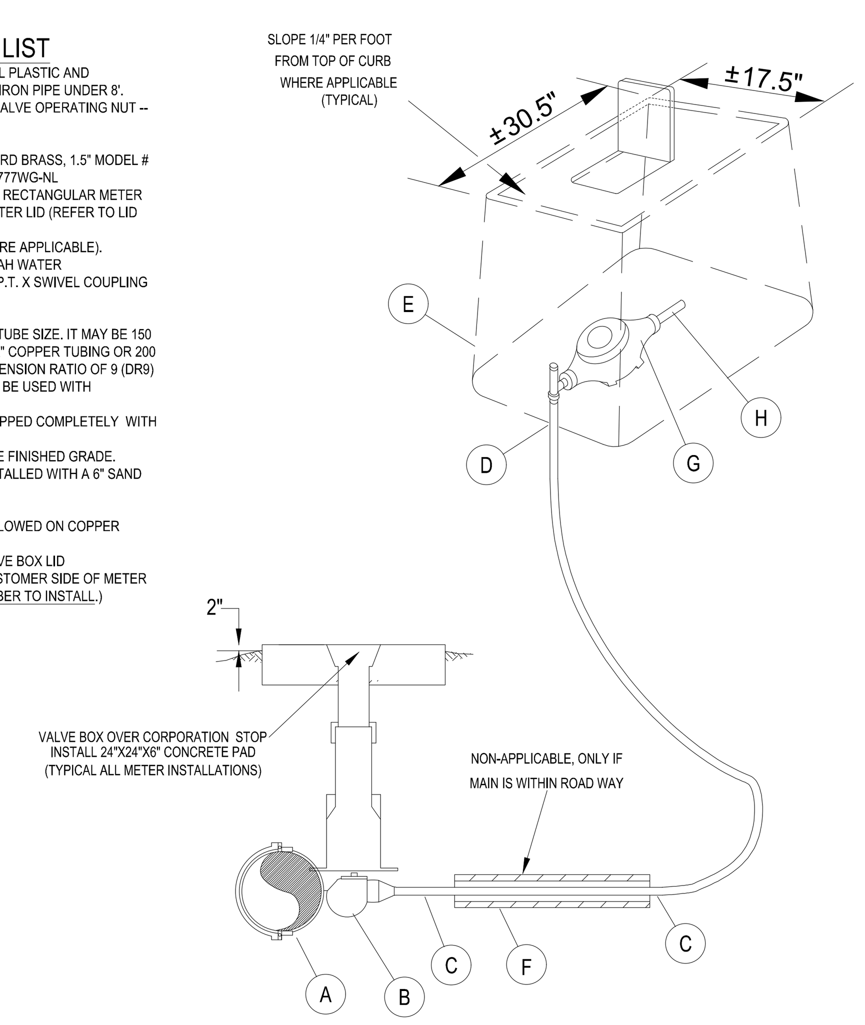
REVISION NOTE:

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
TRENCH & EMBEDMENT DETAIL
FLOWABLE FILL
DRAWING NAME: W19
SCALE: N.T.S. DATE: 7-11-16
DRAWN BY: M.W.W. APPROVED BY: M.W.W.



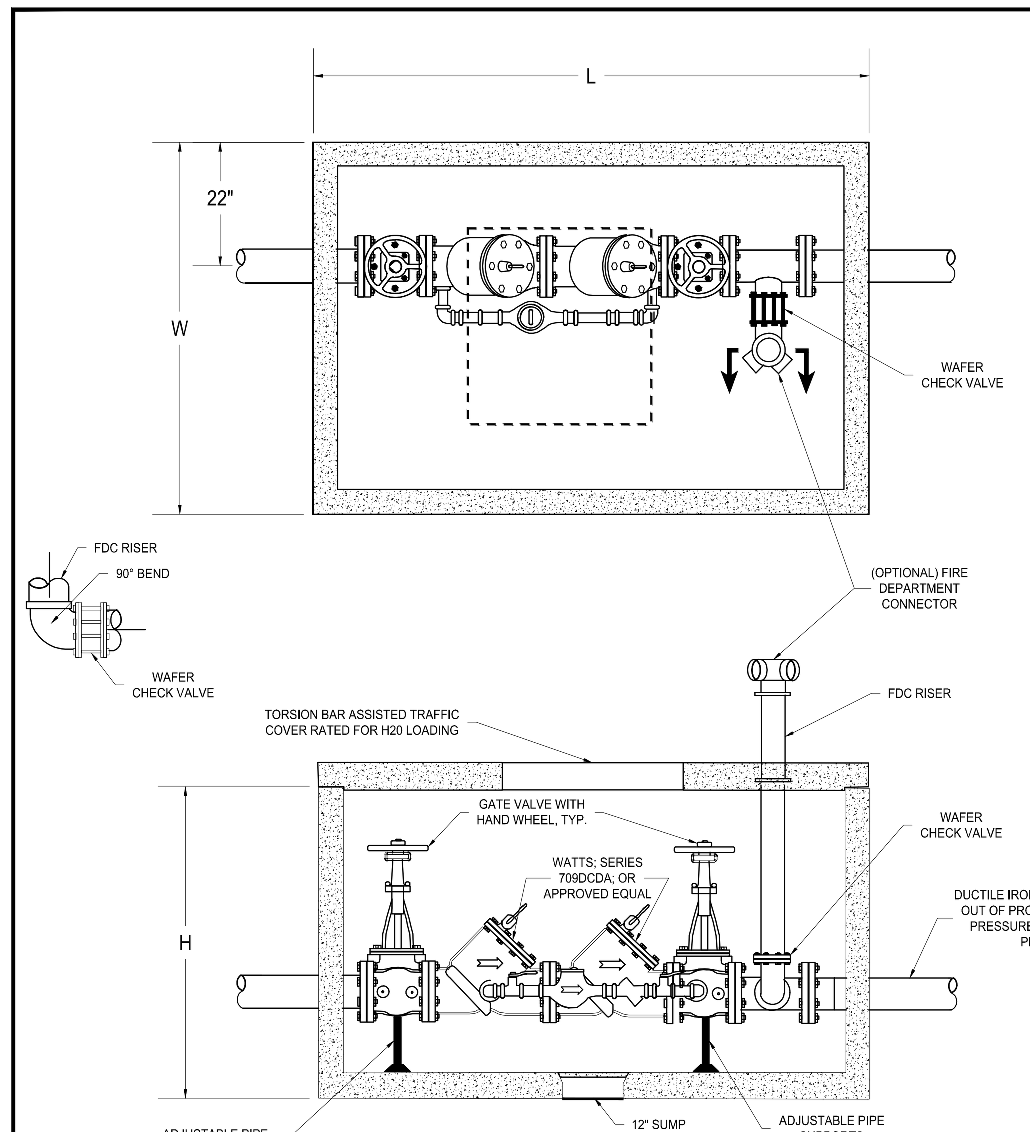
MATERIALS LIST
A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 8'.
B. 2" CORPORATION STOP W/ GATE VALVE OPERATING NUT -- SERVICE PIPE OUTLET.
C. 2" SERVICE PIPE.
D. FLANGED ANGLE METER STOP, FORD BRASS, 1.5" MODEL # FV43-666WG-NL; 2" MODEL # FV43-777WG-NL
E. DFW: MODEL DFW38C-14-BODY RECTANGULAR METER BOX WITH DFW PLASTICS, INC. METER LID (REFER TO LID DETAIL W16)
F. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE).
G. WATER METER; SUPPLIED BY JONAH WATER
H. WATER METER COUPLING MALE I.P.T. X SWIVEL COUPLING

NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MILL POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
5. BRASS SHALL ONLY BE FORD.
6. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID
8. INSTALL PRIVATE CUT OFF ON CUSTOMER SIDE OF METER (NOT SHOWN, CUSTOMER'S PLUMBER TO INSTALL.)



REVISION NOTE: 4/22/22

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
STANDARD INSTALLATION DETAIL FOR ONE 1.5" AND 2" METERS
DRAWING NAME: W20
SCALE: N.T.S. DATE: 4-20-17
DRAWN BY: M.W.W. APPROVED BY: M.W.W.



MINIMUM VAULT DIMENSIONS

VALVE SIZE (INCHES)	"W"	"L"	"H"
4	5'-0"	9'-0"	5'-6"
6	5'-0"	9'-0"	5'-6"
8	5'-0"	9'-0"	6'-6"
10	5'-0"	9'-0"	7'-0"

REVISION NOTE:

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
STANDARD DOUBLE DETECTOR CHECK BACKFLOW PREVENTER
DRAWING NAME: W21
SCALE: N.T.S. DATE: 11-28-17
DRAWN BY: M.W.W. APPROVED BY: M.W.W.

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

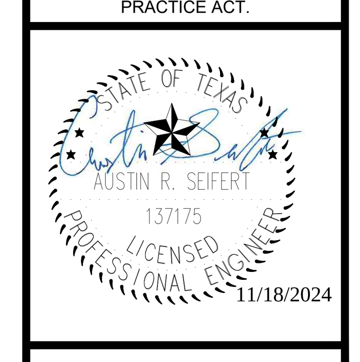
NO.	BY	DATE	REVISION DESCRIPTION
			RECORD ONLY

LIDELL WALKER PHASE 3

WATER DETAILS (3 OF 5)

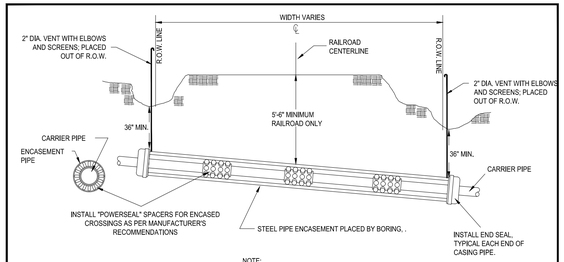
PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.



SHEET 87 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG DATE: 11/18/2024 11:07:33 AM BY: JHADLEY

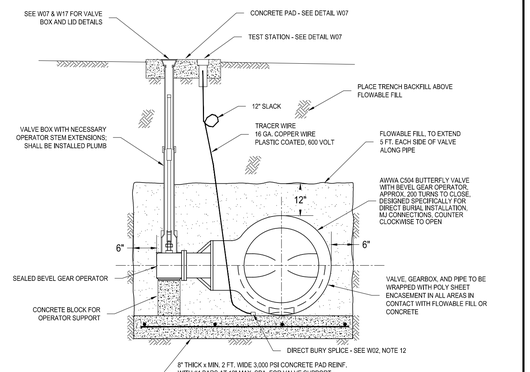


NOTE:
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OR FUSIBLE ENDS TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE.
0'-0.2500"	0'-0 1/4"	12" OR LESS
0'-0.3125"	0'-0 5/16"	OVER 12" TO 18"
0'-0.3750"	0'-0 3/8"	OVER 18" TO 22"
0'-0.4375"	0'-0 7/16"	OVER 22" TO 28"
0'-0.5000"	0'-0 1/2"	OVER 28" TO 34"
0'-0.5625"	0'-0 9/16"	OVER 34" TO 42"
0'-0.6250"	0'-0 5/8"	OVER 42" TO 48"

NOTE:
1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTT-FUSIBLE TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR PIPELINES.
3. DO NOT USE WEDGES BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED PIPING.
8. REFER TO AREMA'S PART 5 - PIPELINE FOR ALL TECHNICAL REQUIREMENTS FOR RAILWAY BORING.
9. VENTS SHALL BE INSTALLED AS PER AREMA'S Part 5 - PIPELINE TECHNICAL

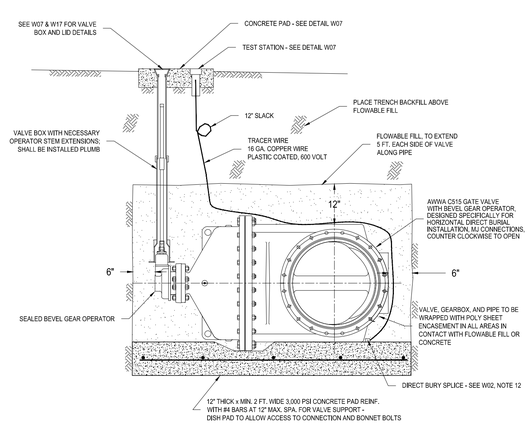
REVISION NOTE:
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
DRAWING NAME: W22
RAILROAD CROSSING
SCALE: N.T.S. DATE: 3-29-16
DRAWN BY: APPROVED BY:



SECTIONAL ELEVATION

NOTES:
1. FLOWABLE FILL SHALL BE PLACED IN 12" HEIGHT MAXIMUM LIFTS.
2. PIPING CONNECTIONS SHALL BE RESTRAINED ON EACH SIDE OF VALVE.
3. VALVE GEAR BOX AND OPERATOR SHALL BE PLACED ON THE SIDE NEAREST TO THE EXISTING FENCE AND/OR PROPERTY LINE, UNLESS OTHERWISE APPROVED.
4. IF THE VALVE OPERATOR NUT IS MORE THAN 3 FT. BELOW THE SURFACE, EXTENSIONS SHALL BE PROVIDED TO BRING THE NUT TO WITHIN 2 FT. OF THE SURFACE.
5. VALVE OPERATOR NUT SHALL BE 2" SQUARE.
6. VALVE BOX SHALL BE EAST JORDAN IRON WORKS SERIES 8550 TWO PIECE SCREW TYPE, OR APPROVED EQUAL, HAVING AN ADJUSTMENT RANGE OF +/- 6 INCHES FROM FINISHED SURFACE.
7. SEE PLAN/PROFILE SHEETS FOR VALVE LOCATION AND SIZE.

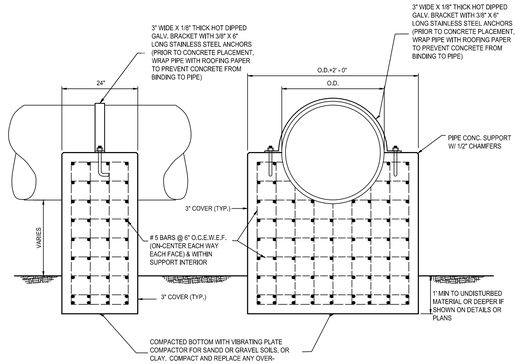
REVISION NOTE:
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
DRAWING NAME: W23
TYPICAL DIRECT BURY BUTTERFLY VALVE INSTALLATION DETAILS
SCALE: N.T.S. DATE: 1-18-19
DRAWN BY: W.E.A. APPROVED BY: M.W.W.



SECTIONAL ELEVATION

NOTES:
1. FLOWABLE FILL SHALL BE PLACED IN 12" HEIGHT MAXIMUM LIFTS.
2. PIPING CONNECTIONS SHALL BE RESTRAINED ON EACH SIDE OF VALVE.
3. VALVE GEAR BOX AND OPERATOR SHALL BE PLACED ON THE SIDE NEAREST TO THE EXISTING FENCE AND/OR PROPERTY LINE, UNLESS OTHERWISE APPROVED.
4. IF THE VALVE OPERATOR NUT IS MORE THAN 3 FT. BELOW THE SURFACE, EXTENSIONS SHALL BE PROVIDED TO BRING THE NUT TO WITHIN 2 FT. OF THE SURFACE.
5. VALVE OPERATOR NUT SHALL BE 2" SQUARE.
6. VALVE BOX SHALL BE EAST JORDAN IRON WORKS SERIES 8550 TWO PIECE SCREW TYPE, OR APPROVED EQUAL, HAVING AN ADJUSTMENT RANGE OF +/- 6 INCHES FROM FINISHED SURFACE.
7. SEE PLAN/PROFILE SHEETS FOR VALVE LOCATION AND SIZE.

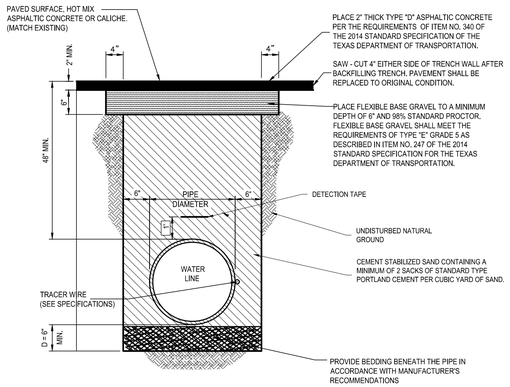
REVISION NOTE:
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
DRAWING NAME: W24
TYPICAL HORIZONTAL GATE VALVE INSTALLATION DETAILS
SCALE: N.T.S. DATE: 1-18-19
DRAWN BY: W.E.A. APPROVED BY: M.W.W.



PIPE SUPPORT DETAIL
SCALE: N.T.S.

REVISION NOTE:
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
DRAWING NAME: W25
24" AND LARGER MAIN SIZE; PIPE SUPPORT DETAIL
SCALE: N.T.S. DATE: 6/17/20
DRAWN BY: M.B. APPROVED BY: M.W.W.

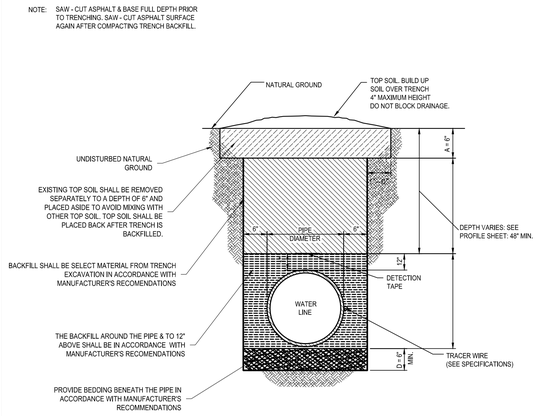
NOTE: SAW - CUT ASPHALT & BASE FULL DEPTH PRIOR TO TRENCHING, SAW - CUT ASPHALT SURFACE AGAIN AFTER COMPACTING TRENCH BACKFILL.



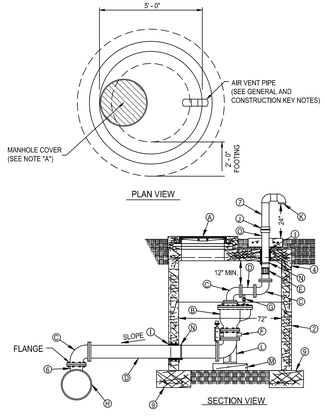
NOTES
1. CONTINUE BACKFILL, AS SHOWN 2' BEYOND EDGE OF PAVEMENT.
2. TxDOT HIGHWAY AND COUNTY ROADWAY CROSSING REQUIRES STEEL CASING (BORE OR JACK).

REVISION NOTE:
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
DRAWING NAME: W26
24" AND LARGER MAIN SIZE; TRENCH BACKFILL DETAIL UNDER ROADWAY
SCALE: N.T.S. DATE: 6/17/20
DRAWN BY: M.B. APPROVED BY: M.W.W.

NOTE: SAW - CUT ASPHALT & BASE FULL DEPTH PRIOR TO TRENCHING. SAW - CUT ASPHALT SURFACE AGAIN AFTER COMPACTING TRENCH BACKFILL.



REVISION NOTE:
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
DRAWING NAME: W27
24" AND LARGER MAIN SIZE; STANDARD TRENCH BACKFILL
SCALE: N.T.S. DATE: 6/17/20
DRAWN BY: M.B. APPROVED BY: M.W.W.



GENEREL NOTES:
1. INSTALLATION SHALL GENERALLY BE FOR A MAIN - LINE 20" AND LARGER (6" COMBINATION AIR VALVE SHOWN), INSTALLATION OF OTHER SIZED VALVES IS SIMILAR.
2. PRE - CAST MANHOLE SECTIONS SHALL BE OF REINFORCED CONCRETE CONFORMING TO ASTM C - 478 AND SHALL MEET HS - 20 LOADING. PROVIDE REINFORCEMENT WITHIN 3" @ OPENINGS OR KNOCKOUTS. OPENINGS (UP TO 8") MADE IN FIELD SHALL BE CORE DRILLED.
3. MANUFACTURER TO PROVIDE LIFTERS OF ADEQUATE SIZE AS NEEDED.
4. ECCENTRIC/CONCENTRIC LID (ECCENTRIC SHOWN), 8" THICK
5. VALVE AND PIPE SIZES AS SPECIFIED.
6. MAIN SIZE X 8" D.I. TEE MJ X MJ X FLANGE.
7. AIR VENT PIPING (SIZE AS REQUIRED PER COMBINATION AIR VALVE) TO BE SCHEDULE 40 WELDED STEEL WITH FORGED STEEL WELD FITTINGS. BURIED VENT PIPING SHALL HAVE 2 COATS OF EPOXY POLYAMIDE COATING. ABOVE GROUND PIPING TO BE PRIMED AND PAINTED BLUE.
8. AIR VENT PIPING SHALL BE LOCATED CLEAR OF PAVED ROADWAY AND LOCATED TOWARDS THE NEAREST PROPERTY LINE.
9. 12" X 24" FOOTING WITH No. 5 REBAR AT 12" ON CENTER EACH WAY IS REQUIRED.

CONSTRUCTION KEY NOTES:
A. MANHOLE RING AND COVER, SET FRAME AND COVER FLUSH WITH FINISHED GRADE. REFER TO DETAIL "W12"
B. 6" COMBINATION AIR VALVE.
C. 6" FLANGED 90 DEG. BEND.
D. 6" FLANGED SPOOL.
E. 6 " DRESSER COUPLING (ROMAC 501 OR APPROVED EQUAL).
F. 6" FLANGED BUTTERFLY VALVE WITH VERTICAL OPERATING NUT.
G. AIR RELEASE PIPING.
H. MAINLINE, SIZE AS SPECIFIED.
I. PIPE WALL SLEEVE (LINK SEAL OR EQUAL).
J. BREAK - A - WAY COUPLING.
K. INSECT SCREEN.
L. 6" FLANGED 90 DEG. BEND WITH INTEGRATED CAST BASE, BOLTED TO CONCRETE SUPPORT.
M. VALVES INSTALLED ON NATURAL GROUND WITH CONCRETE SUPPORTS AS REQUIRED.
N. ANCHOR PIPING TO VALVE VAULT WITH 3" X 3" X ¼" ANGLE & ¾" ø STRAP.
O. 4" PLAIN END BY THREADED MALE SCHEDULE 40 STEEL PIPE (GALVANIZED NOT ALLOWED).

REVISION NOTE:
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
DRAWING NAME: W28
24" AND LARGER MAIN SIZE; AIR/VACUUM RELEASE VALVE ASSEMBLY
SCALE: N.T.S. DATE: 6/17/20
DRAWN BY: M.B. APPROVED BY: M.W.W.

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

WATER DETAILS
(4 OF 5)

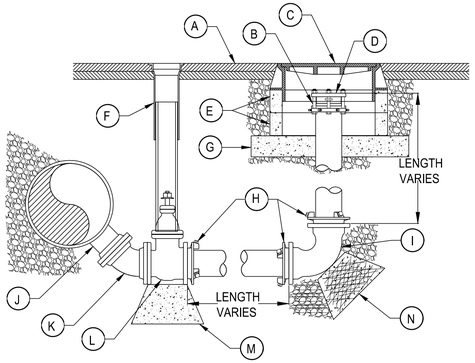
PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 88 OF 89

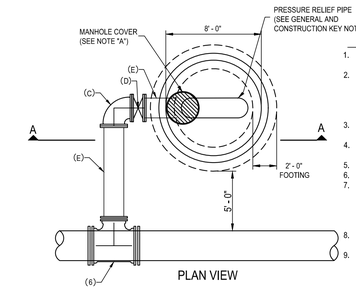
H:\PROJECTS\1725 - GRBK EDGEWOOD LC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG, DATE: 11/18/2024 11:07:52 AM, BY: JHADLEY



KEYNOTES:

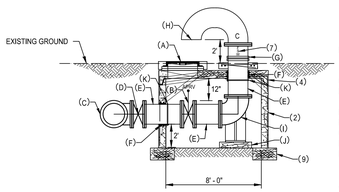
A. FINISHED GRADE. PROVIDE 4" THICK AC PAVEMENT OR CONCRETE PAD CENTERED AROUND VALVE BOXES AND MANHOLES IF OUTSIDE OF PAVED AREAS. PAD SHALL EXTEND A MINIMUM OF 6" BEYOND ALL SIDES OF VALVE BOXES AND MANHOLES.
B. 6" RESTRAINED FLANGED COUPLING ADAPTER.
C. STANDARD MANHOLE FRAME AND LID; REFER TO DETAIL "W12".
D. 6" BLIND FLANGE.
E. 2 EACH - 6" X 24" CONCRETE MANHOLE GRADE RING.
F. VALVE BOX ASSEMBLY; REFER TO "W7" AND "W17"
G. 6" THICK CAST - IN - PLACE CONCRETE BASE.
H. ALL JOINTS IN BLOWOFF ASSEMBLY SHALL BE FULLY RESTRAINED WITH MECHANICAL GRIP FOLLOWERS.
I. 6" 90 DEGREE BEND. MJ X MJ.
J. MAINLINE DIAMTER X 6" TEE ROTATED DOWN 45 DEGREES. MJ X FLANGE.
K. 45 DEGREE BEND. FLANGE X FLANGE.
L. 6" GATE VALVE. FLANGE X MJ.
M. 9" X 9" CONCRETE PIER BLOCK ON UNDISTURBED NATIVE SOIL.
N. 3' X 3' CONCRETE THRUST BLOCK ON UNDISTURBED NATIVE SOIL.

JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE:	DRAWING NAME: W29
	24" AND LARGER MAIN SIZE: 6" BLOWOFF / FLUSH VALVE	SCALE: N.T.S. DATE: 6/17/20 DRAWN BY: M.B. APPROVED BY: M.W.W.	



GENERAL NOTES:

1. INSTALLATION SHALL GENERALLY BE FOR A MAIN - LINE 20" AND LARGER.
2. PRE - CAST MANHOLE SECTIONS SHALL BE OF REUNFORCED CONFORMING TO ASTM C - 478 AND SHALL MEET H2 - 20 LOADING, PROVIDE REINFORCEMENT WITHIN 3" @ OPENINGS OR KNOCKOUTS.
3. MANUFACTURER TO PROVIDE LIFTERS OF ADEQUATE SIZE AS NEEDED.
4. ECCENTRIC/CONCENTRIC LID (ECCENTRIC SHOWN), 8" THICK ,
5. VALVE AND PIPE SIZES AS SPECIFIED.
6. 30" X 20" D.I. TEE MJ X MJ X FLANGE.
7. 20 " PIPING DIP TO BE BURIED AND SHALL HAVE 2 COATS OF EPOXY POLYAMIDE COATING. ABOVE GROUND PIPING TO BE PRIMED AND PAINTED BLUE WITH 3-INCH HIGH WHITE LETTERS.
8. PIPING SHALL BE LOCATED CLEAR OF PAVED ROADWAY. ,
9. 12" X 24" FOOTING WITH No. 5 REBAR AT 12" ON CENTER EACH WAY IS REQUIRED.

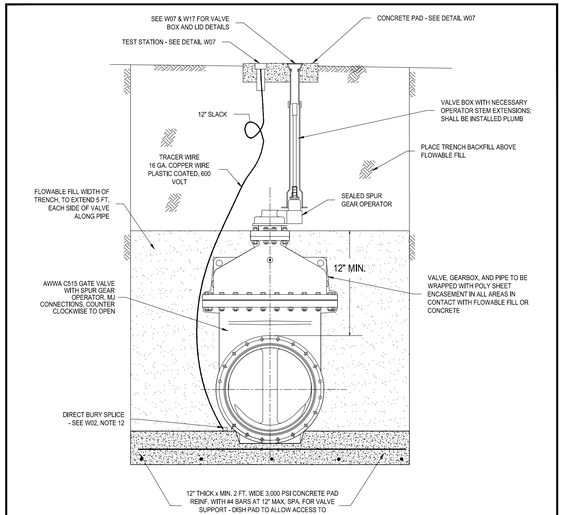


CONSTRUCTION KEY NOTES:

A. MANHOLE RING AND COVER. SET FRAME AND COVER FLUSH WITH FINISHED GRADE.
B. FLOWMATIC 20" C401 CLASS 300 FULL PORT GLOBE STYLE PRESSURE RELIEF VALVE.
C. 20" FLANGED 90 DEGREE BEND.
D. 20" FLANGED GATE VALVE WITH VERTICAL OPERATING NUT.
E. MAINLINE, SIZE AS SPECIFIED.
F. PIPE WALL SLEEVE (LINK SEAL OR EQUAL).
G. BREAK - A - WAY COUPLING.
H. INSECT SCREEN.
I. 20" FLANGED 90 DEGREE BEND WITH INTEGRATED CAST BASE, BOLTED TO CONCRETE SUPPORT.
J. VALVES INSTALLED ON NATURAL GROUND WITH CONCRETE SUPPORTS AS REQUIRED.
K. ANCHOR PIPING TO VALVE VAULT WITH 3" X 3" X ¼" ANGLE & ¾" Ø STRAP.

AUTOMATIC PRESSURE RELIEF VALVE
SCALE: N.T.S.

JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE:	DRAWING NAME: W31
	24" AND LARGER MAIN SIZE: AUTOMATIC PRESSURE RELIEF VALVE	SCALE: N.T.S. DATE: 6/17/20 DRAWN BY: M.B. APPROVED BY: M.W.W.	

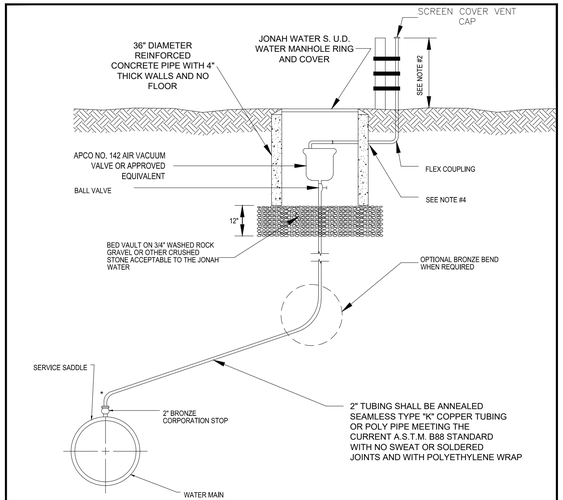


SECTIONAL ELEVATION

NOTES:

1. FLOWABLE FILL SHALL BE PLACED IN 12" HEIGHT MAXIMUM LIFTS.
2. PIPING CONNECTIONS SHALL BE RESTRAINED ON EACH SIDE OF VALVE.
3. VALVE GEAR BOX AND OPERATOR SHALL BE PLACED ON THE SIDE NEAREST TO THE EXISTING FENCE AND/OR PROPERTY LINE, UNLESS OTHERWISE APPROVED.
4. IF THE VALVE OPERATOR NUT IS MORE THAN 3 FT. BELOW THE SURFACE, EXTENSIONS SHALL BE PROVIDED TO BRING THE NUT TO WITHIN 2 FT. OF THE SURFACE.
5. VALVE OPERATOR NUT SHALL BE 2" SQUARE.
6. VALVE BOX SHALL BE EAST JORDAN IRON WORKS SERIES 8550 TWO PIECE SCREW TYPE, OR APPROVED EQUAL, HAVING AN ADJUSTMENT RANGE OF +/- 6 INCHES FROM FINISHED SURFACE.
7. SEE PLAN/PROFILE SHEETS FOR VALVE LOCATION AND SIZE.
8. PRICE FOR VALVE MARKER SHALL BE CONSIDERED SUBSIDIARY TO THE COST OF THE VALVE.

JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE:	DRAWING NAME: W32
	TYPICAL VERTICAL GATE VALVE INSTALLATION DETAILS (24" AND LARGER)	SCALE: N.T.S. DATE: 1-8-21 DRAWN BY: M.W.W. APPROVED BY: M.W.W.	



* THREAD TO COMPRESSION BRASS ELBOW ALLOWED IF NECESSARY DUE TO DEPTH LIMITATIONS.

GALVANIZED IRON PIPE	
AIR VALVE	BALL VALVE
1"	1"
2"	2"

NOTES:

1. AIR RELEASE VALVE VAULT FOR USE IN NON-PAVEMENT AREAS.
2. EXTERIOR SURFACES OF EXPOSED AIR VENT PIPE AND STEEL SUPPORT PIPE SHALL BE CLEANED, PREPPED, PRIMED AND PAINTED WITH RUST-OLEUM SAFETY BLUE ACRYLIC #5225402 PAINT, OR APPROVED EQUAL.
3. THE AIR VENT PIPE SHALL BE 5' MINIMUM IN HEIGHT AND SHALL BE SUPPORTED BY A 4" STEEL PIPE, WHICH IS TO BE SET IN 2500 P.S.I. CONCRETE, FILLED WITH CONCRETE AND SUPPORTED WITH 3 STAINLESS STEEL CLAMPS.
4. CONCRETE VAULT PENETRATION SHALL BE CORE BIT DRILLED. VOID SHALL BE FILLED BY PRESS-SEAL GASKET CORP. PSX RESILIENT CONNECTOR MEETING A.S.T.M. C923, OR APPROVED EQUAL.
5. PIPE SUPPORT TO BE PROVIDED FOR THE AIR RELEASE VALVE.

JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	REVISION NOTE:	DRAWING NAME: W08.1
	"MODIFIED" AIR RELEASE VALVE FOR WATER MAIN DETAIL	SCALE: N.T.S. DATE: 1/8/21 DRAWN BY: APPROVED BY:	

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946
GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

RECORD ONLY

LIDELL WALKER PHASE 3

WATER DETAILS
(5 OF 5)

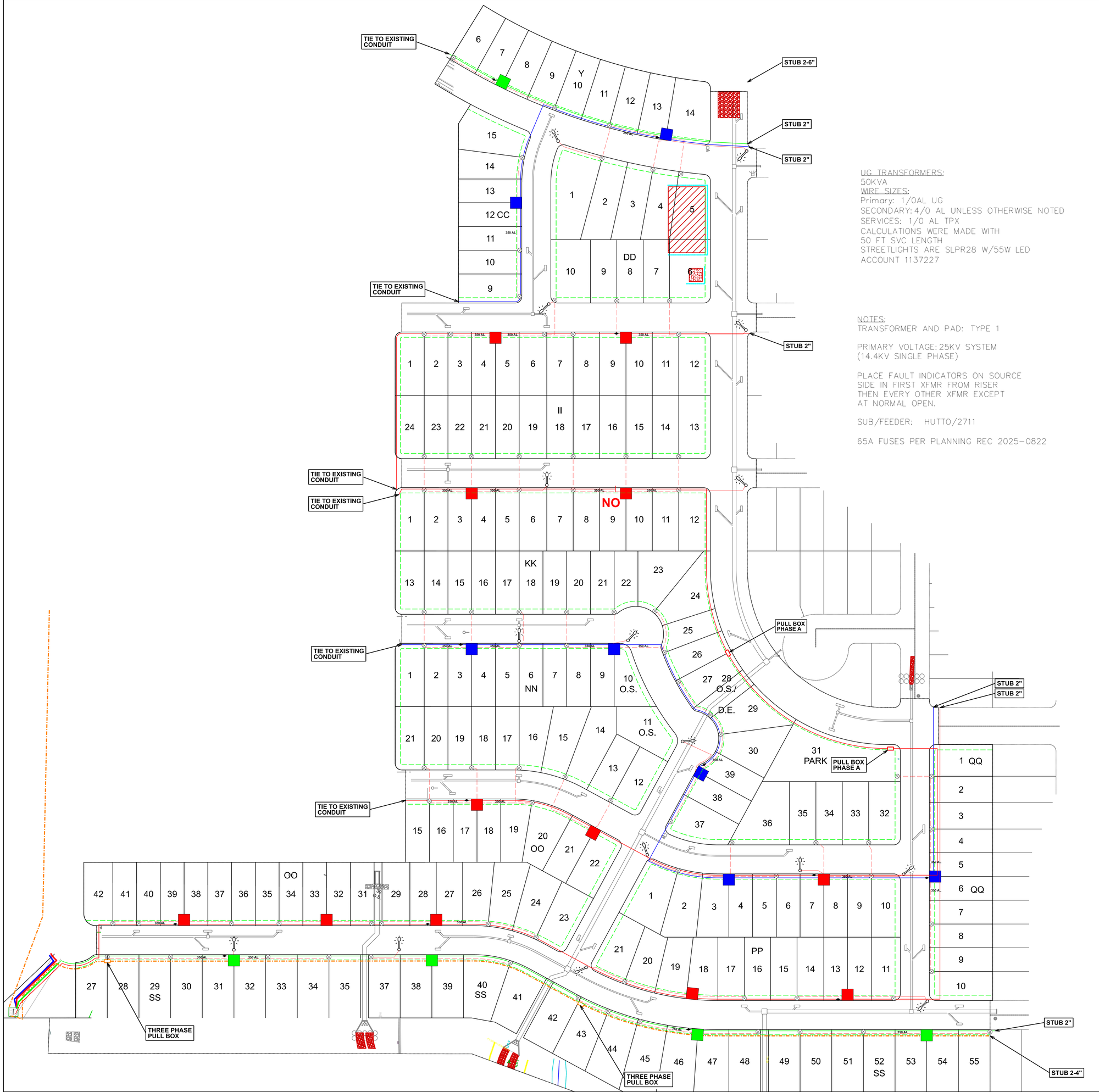
PROJECT NO: 1725-11762
DESIGNED BY: ARS
DRAWN BY: ARS
CHECKED BY: EU

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
AUSTIN R. SEIFERT
137175
LICENSED PROFESSIONAL ENGINEER
11/18/2024

SHEET 89 OF 89

H:\PROJECTS\1725 - GRBK EDGEWOOD LLC\11762 LIDELL WALKER PHASE 3\CAD\SHEETS\11762-C-DETL.DWG, DATE: 11/18/2024 11:08:05 AM, BY: JHADLEY



UG TRANSFORMERS:
50KVA
WIRE SIZES:
Primary: 1/0AL UG
SECONDARY: 4/0 AL UNLESS OTHERWISE NOTED
SERVICES: 1/0 AL TPX
CALCULATIONS WERE MADE WITH
50 FT SVC LENGTH
STREETLIGHTS ARE SLPR28 W/55W LED
ACCOUNT 1137227

NOTES:
TRANSFORMER AND PAD: TYPE 1

PRIMARY VOLTAGE: 25KV SYSTEM
(14.4KV SINGLE PHASE)

PLACE FAULT INDICATORS ON SOURCE
SIDE IN FIRST XFMR FROM RISER
THEN EVERY OTHER XFMR EXCEPT
AT NORMAL OPEN.

SUB/FEEDER: HUTTO/2711

65A FUSES PER PLANNING REC 2025-0822

Signed by:
Tim Holland
CCEA2A8E7C07463...
Tim Holland
Senior PM
Gray Engineering, Inc.
07/14/2025 | 2:46:20 PM CDT

ALL TRANSFORMERS ARE TYPE 1

Signed by:
Austin Evetts
24BCE4DA72BC4E4...

DESIGN CONCURRENCE

[x] APPROVED AS DESIGNED DATE: 08/06/2025 | 11:36:25 AM CDT

[ ] CHANGES AS REQUESTED DATE:

NAME: Austin Evetts

TITLE: Authorized Signer
GRBK Edgewood LLC

CROSSING SLEEVE INFORMATIOM

ONCOR Conduit

1 IN.	REQUIRES	2 IN. SLEEVE
2 IN.	REQUIRES	4 IN. SLEEVE
3 IN.	REQUIRES	6 IN. SLEEVE
4 IN.	REQUIRES	6 IN. SLEEVE
6 IN.	REQUIRES	10 IN. SLEEVE

If crossing sleeves are to be installed place sleeves at all street crossing, and any other location where open trenching might be hindered.

ELECTRICAL FACILITIES LEGEND

- PEDESTAL
- STREET LIGHT
- TRANSFORMER PAD (TYP)
- SWITCHGEAR PAD (TYP)
- PULL BOX
- EXISTING ONCOR POLE
- PROPOSED ONCOR POLE
- DOWNGUY
- OVERHEAD TRANSFORMER

PRIMARY CONDUIT	SIZE	SECONDARY CONDUIT
PHASES A B C	2 IN.	
	3 IN	
	4 IN. W/SPARE	
	6 IN. W/SPARE	

EASEMENT LINE

RECORD ONLY

ONCOR ELECTRIC DELIVERY
DISTRIBUTION PROJECT MANAGEMENT AND DESIGN SERVICES

PROJ. NAME : LINDELL WALKER PHASE 3
LOCATION : HUTTO
PROJ. MGR. : LAUREN SIMPSON
DESIGNER : LANCE MATTHEWS
W/O # : 27281366
PLOT SCALE : NONE

DATE: 05/10/2025
REV 7/7/2025

ORIGINAL PLOT SIZE: 22 X 34

J:\Projects\Prairie Winds (Lidell Walker)(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: COVER SHEET Plotted: 10/8/2025 12:27:43 PM

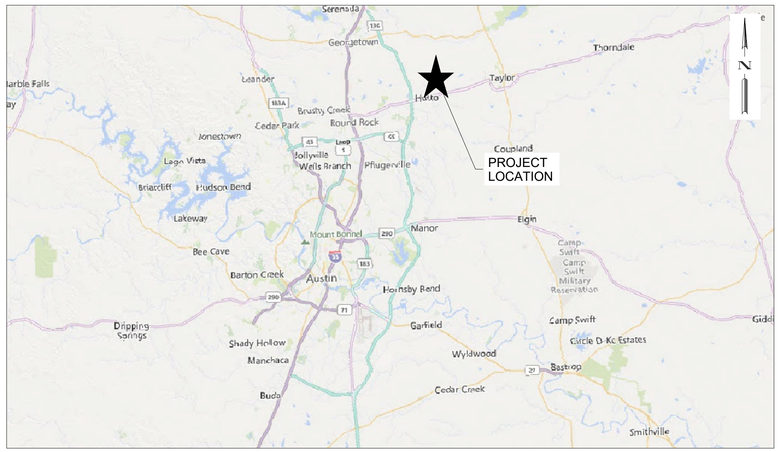
UNIVERSAL NATURAL GAS / CENTRIC FIBER

PRAIRIE WINDS - PHASE 3

SLEEVING, NATURAL GAS, CONDUIT & FIBER PLAN

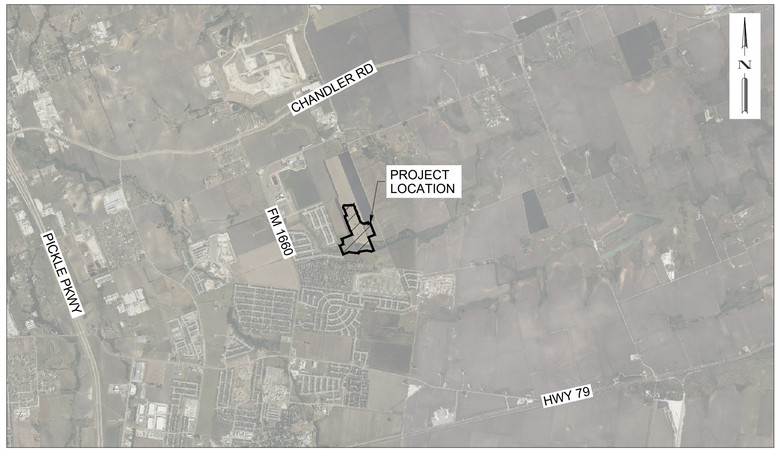
WILLIAMSON COUNTY, TEXAS

October 8, 2025



VICINITY MAP

SCALE: N.T.S.



LOCATION MAP

SCALE: N.T.S.

SHEET INDEX	
NO.	TITLE
01	COVER SHEET
02	GENERAL NOTES & LEGEND
03	DETAILS SHEET
04	SLEEVING & EASEMENT OVERALL MAP
05	SLEEVING & EASEMENT PLAN
06	SLEEVING & EASEMENT PLAN
07	SLEEVING & EASEMENT PLAN
08	SLEEVING & EASEMENT PLAN
09	NATURAL GAS OVERALL MAP
10	NATURAL GAS PLAN
11	NATURAL GAS PLAN
12	NATURAL GAS PLAN
13	NATURAL GAS PLAN
14	CONDUIT OVERALL MAP
15	CONDUIT PLAN
16	CONDUIT PLAN
17	CONDUIT PLAN
18	CONDUIT PLAN
19	FIBER OVERALL MAP
20	FIBER PLAN
21	FIBER PLAN
22	FIBER PLAN
23	FIBER PLAN

CONTRACTOR TO CONTACT THE CONSTRUCTION PROJECT MANAGER FOR ANY QUESTIONS REGARDING THIS PROJECT:

MYLES HERNANDEZ
CONSTRUCTION PROJECT MANAGER
832.592.0544

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

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

REV	DESCRIPTION	DATE
	RECORD ONLY	APR

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

COVER SHEET

STATE OF TEXAS
RICHARD WALTER BARD JR
116619
LICENSED PROFESSIONAL ENGINEER
10/8/2025

DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 01 OF 23	

ORIGINAL PLOT SIZE: 22 X 34
J:\Projects\Prairie Winds (Lidell Walker)\695-001\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: GENERAL NOTES & LEGEND Plotted: 10/8/2025 12:27:44 PM

GENERAL NOTES:

1. ALL GAS LINES 4" DIAMETER OR SMALLER SHALL BE FUSIBLE MEDIUM DENSITY POLY ETHYLENE (MDPE) AND ALL GAS LINES 6" OR LARGER SHALL BE FUSIBLE HIGH DENSITY POLY ETHYLENE (HDPE), UNLESS OTHERWISE NOTED ON THE PLANS.
2. ALL UTILITY SYMBOLS SHOWN REPRESENT APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED.
3. GAS AND/OR FIBER CONDUIT MAIN/SERVICES SHALL MAINTAIN CLEARANCE OF 12" FROM ALL OTHER UTILITY INFRASTRUCTURE AT ALL CROSSINGS UNLESS OTHERWISE APPROVED BY ENGINEER.
4. ALL GAS DISTRIBUTION MAINS SHALL BE PER THE STANDARDS AND SPECIFICATIONS OF THE UTILITY PROVIDER.
5. ALL PIPE SHALL BE BUTT FUSED.
6. ALL FITTINGS AND COUPLINGS SHALL BE APPROVED BY THE UTILITY COMPANY.
7. GAS AND/OR FIBER CONDUIT MAINS SHALL BE CAPPED AT ALL DEAD END LOCATIONS WITH SOCKET FUSED END CAPS PER UTILITY PROVIDER STANDARDS AND SPECIFICATIONS.
8. CONTRACTOR SHALL INSTALL ALL TEES, BENDS, AND OTHER FITTINGS PRIOR TO CONTRACTOR COVERING THEM UP.
9. TREES WITHIN THE RIGHT OF WAY AND IN LINE WITH TRENCHING ACTIVITIES SHALL BE REMOVED, UNLESS NOTIFIED BY THE UTILITY COMPANY.
10. CONTRACTOR TO MEET LOCAL JURISDICTION SPECIFICATIONS FOR SLEEVING AND COMPACTION ABOVE NATURAL GAS AND/OR FIBER CONDUIT LINE. REGARDING COMPACTION ABOVE NATURAL GAS AND/OR FIBER CONDUIT LINE; EACH LAYER OF MATERIAL SHALL BE COMPACTED TO A MINIMUM 95% DENSITY AND TESTED FOR DENSITY AND MOISTURE PER LOCAL JURISDICTION REQUIREMENTS. THE NUMBER AND LOCATION OF REQUIRED TESTS SHALL BE DETERMINED BY THE LOCAL JURISDICTIONS INSPECTOR. AT A MINIMUM, TESTS SHALL BE TAKEN EVERY 100 LF FOR EACH LIFT.
11. CONTRACTOR TO VERIFY LOCATION OF ELECTRICAL SERVICE LEAD LOCATION AND PLACE GAS AND/OR FIBER CONDUIT SERVICE LEADS ON THE OPPOSITE SIDE OF THE ELECTRICAL SERVICE LEADS WITHIN THE SAME LOT.
12. EXCESS FLOW VALVES ARE REQUIRED ON ALL SERVICE LINES.

CONSTRUCTION NOTES:

1. CONTRACTOR TO PLACE END STOPS AT THE END OF THE FIBER CONDUIT LINES THAT DO NOT HAVE FUTURE CONNECTIONS.
2. CONTRACTOR TO PLACE LOCATE BALLS AT SLEEVING LOCATIONS AND ACCESS (TAPER) POINTS.
3. CONTRACTOR TO SPRAY PAINT OUTER SURFACE OF CONDUIT LINE(S) IF MORE THAN TWO OF THE SAME CONDUIT SIZES ARE PLACED IN THE SAME TRENCH, TO DIFFERENTIATE.

LEGEND

	6" GAS SLEEVE (APPROX. 293 LF FOR ENTIRE PHASE)
	6" CONDUIT SLEEVE (APPROX. 156 LF FOR ENTIRE PHASE)
	4" GAS SLEEVE (APPROX. 1,036 LF FOR ENTIRE PHASE)
	4" CONDUIT SLEEVE (APPROX. 1,176 LF FOR ENTIRE PHASE)
GAS TRENCH TOTAL	APPROX. 12,286 LINEAR FEET
4in GAS	4" NATURAL GAS LINE (APPROX. 1,411 LF FOR ENTIRE PHASE)
2in GAS	2" NATURAL GAS LINE (APPROX. 10,875 LF FOR ENTIRE PHASE)
	GAS CAP (12 TOTAL)
	GAS REDUCER (8 TOTAL)
	GAS VALVE (1 TOTAL)
	3 WAY TEE (19 TOTAL)
	90° BEND (4 TOTAL)
	45° BEND (4 TOTAL)
	3/4" NATURAL GAS LINE SERVICE LEADS
CONDUIT TRENCH TOTAL	APPROX. 11,998 LINEAR FEET
	1.25" FIBER DUCT (APPROX. 4,381 LINEAR FEET)
7-WAY	7 WAY MICRODUCT (APPROX. 2,938 LINEAR FEET)
12-WAY	12 WAY MICRODUCT (APPROX. 3,692 LINEAR FEET)
24-WAY	24 WAY MICRODUCT (APPROX. 4,463 LINEAR FEET)
	HANDHOLE (11 TOTAL)
	FDH (8 TOTAL)
	ACCESS CHAMBER (1 TOTAL)
	SERVICE LEADS
24-CT	24 FIBER COUNT (APPROX. 2,235 LINEAR FEET)
96-CT	96 FIBER COUNT (APPROX. 2,529 LINEAR FEET)
144-CT	144 FIBER COUNT (APPROX. 1,587 LINEAR FEET)
	UTILITY EASEMENT
	RIGHT OF WAY
	PROPERTY LINE
	PROJECT BOUNDARY LINE
8in GAS	EXISTING 8" NATURAL GAS LINE
4in GAS	EXISTING 4" NATURAL GAS LINE
2in GAS	EXISTING 2" NATURAL GAS LINE
	EXISTING 1.25" FIBER DUCT
	EXISTING HANDHOLE

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UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

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

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

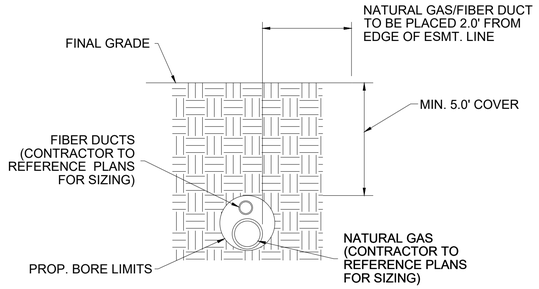
PRAIRIE WINDS - PHASE 3

GENERAL NOTES & LEGEND

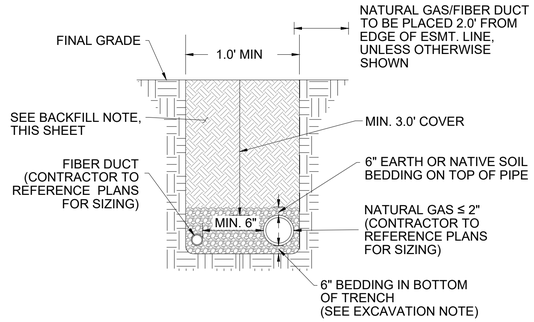
STATE OF TEXAS
RICHARD WALTER BAIRD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 02 OF 23	

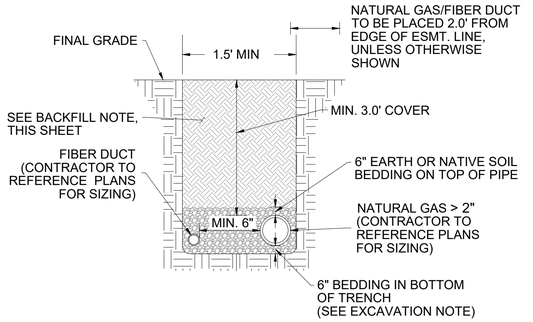
ORIGINAL PLOT SIZE: 22 X 34
J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: DETAILS SHEET Plotted: 10/8/2025 12:27:44 PM



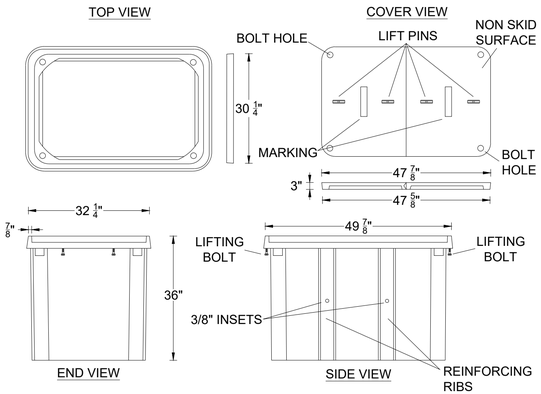
TYPICAL NATURAL GAS/FIBER DUCT JOINT BORE DETAIL
FOR DIRT/ROCK CONDITION
NTS



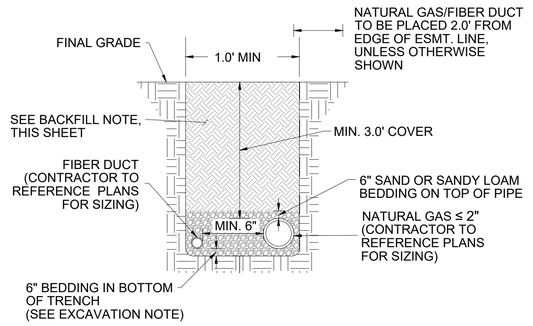
TYPICAL NATURAL GAS/FIBER DUCT JOINT TRENCH DETAIL
FOR DIRT CONDITION
NTS



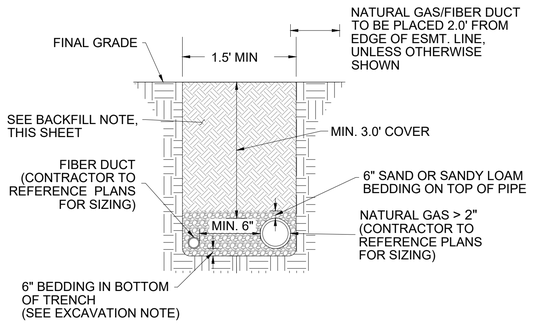
TYPICAL NATURAL GAS/FIBER DUCT JOINT TRENCH DETAIL
FOR DIRT CONDITION
NTS



HANDHOLE & COVER
NTS



TYPICAL NATURAL GAS/FIBER DUCT JOINT TRENCH DETAIL
FOR ROCK CONDITION
NTS



TYPICAL NATURAL GAS/FIBER DUCT JOINT TRENCH DETAIL
FOR ROCK CONDITION
NTS

EXCAVATION NOTE:

ALL EXCAVATIONS SHALL BE OPEN CUT, WITH BANKS KEPT AS NEARLY VERTICAL AS POSSIBLE. THE TRENCH FLOOR SHALL PROVIDE A UNIFORM BEARING FOR EACH FULL LENGTH OF PIPE PHASE. PERFORM ALL EXCAVATIONS OF WHATEVER SUBSTANCE ENCOUNTERED TO THE DEPTHS SHOWN OR INDICATED ON THE DRAWINGS. PIPES AND CONDUITS SHALL BE BEDDED WITH A MINIMUM OF 6" OF BEDDING OF MATERIAL ABOVE AND BELOW PIPES AND CONDUITS. CONTRACTORS ARE RESPONSIBLE FOR ALL SAFETY REQUIREMENTS (OSHA AND ANY OTHER AGENCIES THAT APPLY) ASSOCIATED WITH TRENCH, BORE PIT, AND BELL HOLE CONSTRUCTION AND SHALL BE REQUIRED TO HAVE A TRENCH SAFETY PLAN PREPARED BY AN APPROVED ENGINEER, REGISTERED IN THE STATE THE WORK IS LOCATED.

BEDDING:

YES☐ NO☐ TO FURNISH BANK SAND OR SANDY LOAM BEDDING.

FURNISH BANK SAND OR SANDY LOAM BEDDING CONSISTING OF SOIL CONTAINING NO DELETERIOUS MATERIAL SUCH AS TRASH, NO ROCK LARGER THAN ½ INCH (MEASURED IN ANY DIRECTION), WOOD FRAGMENTS, ORGANIC, OR OTHER OBJECTIONABLE MATERIAL.

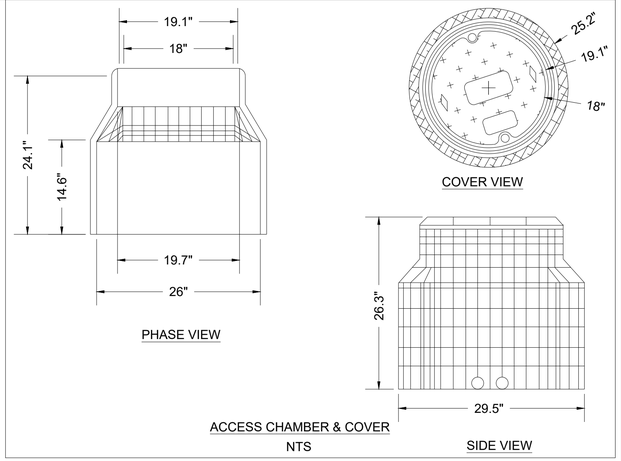
(THE CENTRIC PROJECT MANAGER HAS AUTHORITY TO DIRECT CONTRACTOR AS TO WHICH PHASES OF UTILITY TRENCH WILL NOT REQUIRE BANK SAND OR SANDY LOAM AS BEDDING MATERIAL.)

YES☐ NO☐ TO FURNISH EARTH OR NATIVE SOIL BEDDING.

FURNISH EARTH OR NATIVE SOIL BEDDING CONSISTING OF SOIL CONTAINING NO DELETERIOUS MATERIAL SUCH AS TRASH, NO ROCK LARGER THAN ½ INCHE (MEASURED IN ANY DIRECTION), WOOD FRAGMENTS, ORGANIC, OR OTHER OBJECTIONABLE MATERIAL. SUPPLY THE MATERIAL FROM EITHER THE MATERIAL REMOVED FROM THE EXCAVATION OR FROM OFFSITE SOURCES.

BACKFILL:

FURNISH EARTH OR NATIVE SOIL BACKFILL CONSISTING OF SOIL CONTAINING NO DELETERIOUS MATERIAL SUCH AS TRASH, NO ROCK LARGER THAN 3-INCH (MEASURED ANY DIRECTION), WOOD FRAGMENTS, ORGANIC, OR OTHER OBJECTIONABLE MATERIAL. SUPPLY THE MATERIAL FROM EITHER THE MATERIAL REMOVED FROM THE EXCAVATION OR FROM OFFSITE SOURCES.



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

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

REV	DESCRIPTION	DATE
	RECORD ONLY	APR

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

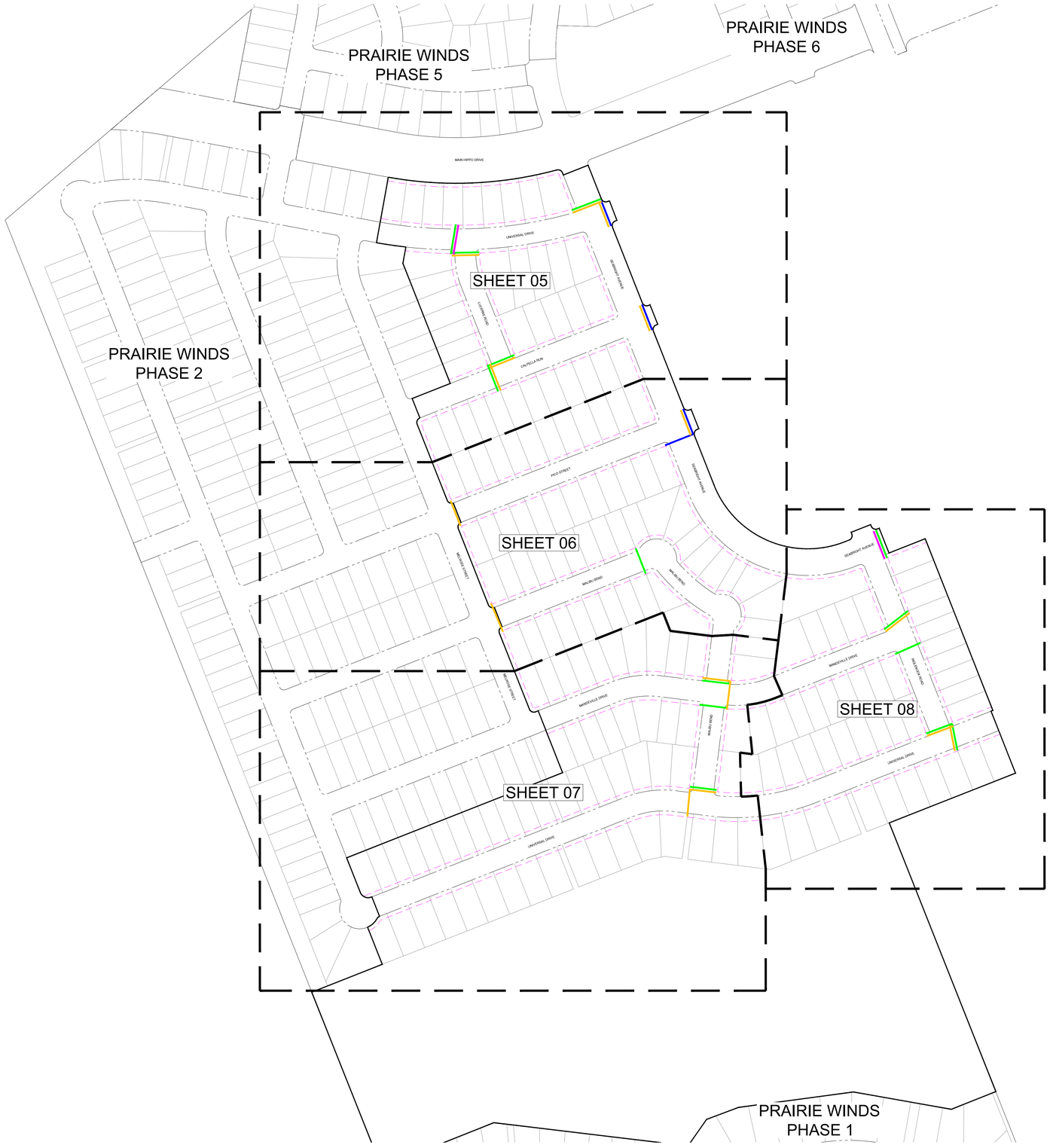
DETAILS SHEET

STATE OF TEXAS
RICHARD WALTER BARD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

DESIGN: AO	
EPM: BS	RVW:RB
PROJECT ID: 695-001	
SHEET 03 OF 23	

J:\Projects\Prairie Winds (Lidell Walker)\695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: SLEEVING & EASEMENT OVERALL MAP Plotted: 10/8/2025 12:27:46 PM

ORIGINAL PLOT SIZE: 22 X 34



N

0 75 150 300

SCALE: 1" = 150'

REV	DESCRIPTION	DATE
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UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

SLEEVING & EASEMENT OVERALL MAP

STATE OF TEXAS
RICHARD WALTER BAIRD JR
116819
LICENSED
PROFESSIONAL ENGINEER

10/8/2025

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DATE: October 8, 2025
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DESIGN: AO	
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PROJECT ID: 695-001	
SHEET 04 OF 23	

J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: SLEEVING & EASEMENT PLAN Plotted: 10/8/2025 12:27:47 PM
ORIGINAL PLOT SIZE: 22 X 34

PRAIRIE WINDS
PHASE 6

120' ROW

MAIN HIPPO DRIVE

10' U.E.

81'

72'

55' ROW

UNIVERSAL DRIVE

78'

SEABRIGHT AVENUE

70' ROW

71'

LUCERNE ROAD

CALPELLA RUN

74'

PRAIRIE WINDS
PHASE 2

MATCH LINE
(SEE SHEET 06)

N

0 25' 50' 100'
SCALE: 1" = 50'

REV	DESCRIPTION	DATE
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UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

SLEEVING & EASEMENT PLAN

STATE OF TEXAS
RICHARD WALTER SIMS III
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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SHEET 05 OF 23	

ORIGINAL PLOT SIZE: 22 X 34
Layout: SLEEVING & EASEMENT PLAN (2) Plotted: 10/8/2025 12:27:49 PM
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MATCH LINE (SEE SHEET 05)

MATCH LINE (SEE SHEET 05)

MATCH LINE (SEE SHEET 05)

MATCH LINE (SEE SHEET 08)

PRAIRIE WINDS PHASE 2

PICO STREET

55' ROW

70' ROW

SEABRIGHT AVENUE

MELROSE STREET

MALIBU BEND

55' ROW

MALIBU BEND

55' ROW

10' U.E.

71'

79'

80'

35' D.E.

MATCH LINE (SEE SHEET 07)

MATCH LINE (SEE SHEET 07)

MATCH LINE (SEE SHEET 07)

N

0 25' 50' 100'

SCALE: 1" = 50'

REV	DESCRIPTION	DATE
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UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

SLEEVING & EASEMENT PLAN

STATE OF TEXAS
RICHARD WALTER BAIRD JR
116819
LICENSED PROFESSIONAL ENGINEER
10/8/2025

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SHEET 06 OF 23	

ORIGINAL PLOT SIZE: 22 X 34
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REV	DESCRIPTION	DATE	APR
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UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

SLEEVING & EASEMENT PLAN

STATE OF TEXAS
RICHARD WALTER BARD JR
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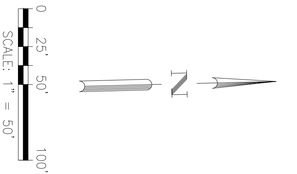
SHEET 07 OF 23	



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DESIGN: AO
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RVW: RB
PROJECT ID: 695-001
SHEET 08 OF 23

10/8/2025

PRAIRIE WINDS - PHASE 3

SLEEVING & EASEMENT PLAN

UNIGAS UNIVERSAL NATURAL GAS
CENTRIC FIBER

RECORD ONLY

REV	DESCRIPTION	DATE	APR

ORIGINAL PLOT SIZE: 22 X 34
J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: NATURAL GAS OVERALL MAP Plotted: 10/8/2025 12:27:53 PM

PRAIRIE WINDS PHASE 5

PRAIRIE WINDS PHASE 6

PRAIRIE WINDS PHASE 2

PRAIRIE WINDS PHASE 1

SHEET 10

SHEET 11

SHEET 12

SHEET 13

N

0 75 150 300

SCALE: 1" = 150'

REV	DESCRIPTION	DATE
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UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

NATURAL GAS OVERALL MAP

STATE OF TEXAS
RICHARD WALTER BAIRD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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DESIGN: AO	
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PROJECT ID: 695-001	
SHEET 09 OF 23	

ORIGINAL PLOT SIZE: 22 X 34
J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: NATURAL GAS PLAN Plotted: 10/8/2025 12:27:54 PM

PRAIRIE WINDS
PHASE 6

PRAIRIE WINDS
PHASE 2

MAIN HIPPO DRIVE

UNIVERSAL DRIVE

SEABRIGHT AVENUE

LUCERNE ROAD

CALPELLA RUN

8in GAS

4in GAS

2in GAS

CONTRACTOR TO CONNECT 4" GAS MAIN TO EXISTING 4" GAS MAIN STUBOUT

CONTRACTOR TO REFERENCE PRAIRIE WINDS - PHASE 2B GAS PLANS FOR CONNECTION

4" GAS VALVE

CONTRACTOR TO REFERENCE PRAIRIE WINDS - PHASE 2 GAS PLANS FOR CONNECTION

CONTRACTOR TO CONNECT 2" GAS MAIN TO EXISTING 2" GAS MAIN STUBOUT

3/4" GAS SERVICE LEAD (TYP.)

2" TEE

2 - 2" TEE

4" TEE

4"x2" REDUCER

2" GAS CAP

CONTRACTOR TO STUB OUT AND CAP 2" GAS MAIN FOR FUTURE CONNECTION

MATCH LINE
(SEE SHEET 11)

MATCH LINE
(SEE SHEET 11)

N

0 25' 50' 100'
SCALE: 1" = 50'

REV	DESCRIPTION	DATE
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UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

NATURAL GAS PLAN

STATE OF TEXAS
RICHARD WALTER SHIRD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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DESIGN: AO	
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SHEET 10 OF 23	

ORIGINAL PLOT SIZE: 22 X 34
J:\Projects\Prairie Winds (Lidell Walker)\695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: NATURAL GAS PLAN (2) Plotted: 10/8/2025 12:27:56 PM

MATCH LINE (SEE SHEET 10)

MATCH LINE (SEE SHEET 10)

MATCH LINE (SEE SHEET 10)

MATCH LINE (SEE SHEET 13)

MATCH LINE (SEE SHEET 12)

MATCH LINE (SEE SHEET 12)

MATCH LINE (SEE SHEET 12)

PRAIRIE WINDS PHASE 2

PICO STREET

MELROSE STREET

SEABRIGHT AVENUE

MALIBU BEND

MALIBU BEND

2in GAS

4in GAS

$\frac{3}{4}$" GAS SERVICE LEAD (TYP.)

CONTRACTOR TO REFERENCE PRAIRIE WINDS - PHASE 2 GAS PLANS FOR CONNECTION

CONTRACTOR TO CONNECT 2" GAS MAIN TO EXISTING 2" GAS MAIN STUBOUT

CONTRACTOR TO CONNECT 2" GAS MAIN TO EXISTING 4" GAS MAIN STUBOUT

CONTRACTOR TO REFERENCE PRAIRIE WINDS - PHASE 2 GAS PLANS FOR CONNECTION

CONTRACTOR TO CONNECT 2" GAS MAIN TO EXISTING 2" GAS MAIN STUBOUT

CONTRACTOR TO REFERENCE PRAIRIE WINDS - PHASE 2 GAS PLANS FOR CONNECTION

CONTRACTOR TO STUB OUT AND CAP 2" GAS MAIN FOR FUTURE CONNECTION

CONTRACTOR TO STUB OUT AND CAP 2" GAS MAIN FOR FUTURE CONNECTION

4" TEE

4" TEE

4"x2" REDUCER

4"x2" REDUCER

2" GAS CAP

2" GAS CAP

2" GAS CAP

2" TEE

2" 45° BEND

2" 45° BEND

2" 45° BEND

2" 90° BEND

2" 90° BEND

N

0 25' 50' 100'

SCALE: 1" = 50'

REV	DESCRIPTION	DATE	APR
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UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

NATURAL GAS PLAN

STATE OF TEXAS
RICHARD WALTER BARD JR
116819
LICENSED PROFESSIONAL ENGINEER
10/8/2025

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

DATE: October 8, 2025
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DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 11 OF 23	

ORIGINAL PLOT SIZE: 22 X 34
J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: NATURAL GAS PLAN (3) Plotted: 10/8/2025 12:27:58 PM

MATCH LINE (SEE SHEET 11)

MATCH LINE (SEE SHEET 11)

MATCH LINE (SEE SHEET 11)

MATCH LINE (SEE SHEET 13)

MATCH LINE (SEE SHEET 13)

PRAIRIE WINDS PHASE 2

MELROSE STREET

MANDEVILLE DRIVE

MALIBU BEND

UNIVERSAL DRIVE

CONTRACTOR TO REFERENCE PRAIRIE WINDS - PHASE 2 GAS PLANS FOR CONNECTION

CONTRACTOR TO CONNECT 2" GAS MAIN TO EXISTING 2" GAS MAIN STUBOUT

$\frac{3}{4}$" GAS SERVICE LEAD (TYP.)

2" TEE

2" 90° BEND

2" 45° BEND

2in GAS

4in GAS

N

0 25' 50' 100'

SCALE: 1" = 50'

REV	DESCRIPTION	DATE	APR
	RECORD ONLY		

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

NATURAL GAS PLAN

STATE OF TEXAS
RICHARD WALTER BARR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 12 OF 23	

REV	DESCRIPTION	DATE
	RECORD ONLY	APR

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

NATURAL GAS PLAN

STATE OF TEXAS
RICHARD WALTER SIMS III
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 13 OF 23	

ORIGINAL PLOT SIZE: 22 X 34

J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: NATURAL GAS PLAN (4) Plotted: 10/8/2025 12:27:59 PM

J:\Projects\Prairie Winds (Lidell Walker)\695-001\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: CONDUIT OVERALL MAP Plotted: 10/8/2025 12:28:01 PM

ORIGINAL PLOT SIZE: 22 X 34

N

0 75 150 300

SCALE: 1" = 150'

REV	DESCRIPTION	DATE
	RECORD ONLY	APR

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

CONDUIT OVERALL MAP

STATE OF TEXAS
RICHARD WALTER BAIRD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 14 OF 23	

ORIGINAL PLOT SIZE: 22 X 34

J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: CONDUIT PLAN Plotted: 10/8/2025 12:28:03 PM

PRAIRIE WINDS
PHASE 6

EXISTING
HH-02B-01

MAIN HIPPO DRIVE

CONTRACTOR TO CONNECT 1.25" FIBER DUCT
TO EXISTING 1.25" FIBER DUCT STUBOUT

CONTRACTOR TO REFERENCE
PRAIRIE WINDS - PHASE 2B
FIBER DUCT PLANS FOR CONNECTION

LAT: 30.580008
LONG: -97.533019

HH-03-07

6 DROP 4 BROWN-1
7 DROP 3 GREEN-1
8 DROP 2 ORANGE -1
9 DROP 1 BLUE-1
10 DROP 1 BLUE-1
11 DROP 2 ORANGE -1
12 DROP 3 GREEN-1
13 DROP 4 BROWN-1
14 DROP 5 SLATE-1

7-WAY

EXISTING
HH-02-04

UNIVERSAL DRIVE

LAT: 30.579669
LONG: -97.534285

HH-03-01
PROP. 18 LOTS
OPEN 78 LOTS

CONTRACTOR TO CONNECT 1.25" FIBER DUCT
TO EXISTING 1.25" FIBER DUCT STUBOUT

CONTRACTOR TO REFERENCE
PRAIRIE WINDS - PHASE 2
FIBER DUCT PLANS FOR CONNECTION

15 DROP 4 BROWN-1
14 DROP 3 GREEN-1
13 DROP 2 ORANGE -1
12 DROP 1 BLUE-1
11 DROP 1 BLUE-1
10 DROP 2 ORANGE -1
9 DROP 3 GREEN-1
LAT: 30.578857
LONG: -97.533999

LUCERNE ROAD

1 DROP 1 BLUE-1
2 DROP 2 ORANGE -1
3 DROP 3 GREEN-1
4 DROP 4 BROWN-1
5 DROP 5 SLATE-1
6 DROP 6 WHITE-1
7 DROP 7 RED-1
8 DROP 8 BLACK-1

12-WAY

HH-03-02
PROP. 20 LOTS
OPEN 76 LOTS

CALPELLA RUN

SEABRIGHT AVENUE

HH-03-08
LAT: 30.579083
LONG: -97.532628

PRAIRIE WINDS
PHASE 2

MATCH LINE
(SEE SHEET 16)

MATCH LINE
(SEE SHEET 16)

MATCH LINE
(SEE SHEET 16)

CONSTRUCTION NOTES:

1. CONTRACTOR TO PLACE END STOPS AT THE END OF THE FIBER CONDUIT LINES THAT DO NOT HAVE FUTURE CONNECTIONS.

2. CONTRACTOR TO PLACE LOCATE BALLS AT SLEEVING LOCATIONS AND ACCESS (TAPER) POINTS.

3. CONTRACTOR TO SPRAY PAINT OUTER SURFACE OF CONDUIT LINE(S) IF MORE THAN TWO OF THE SAME CONDUIT SIZES ARE PLACED IN THE SAME TRENCH, TO DIFFERENTIATE

N

0 25' 50' 100'
SCALE: 1" = 50'

REV	DESCRIPTION	DATE	APR
	RECORD ONLY		

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

CONDUIT PLAN

STATE OF TEXAS
RICHARD WALTER SIMS III
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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

DESIGN: AO
EPM: BS | RVW: RB
PROJECT ID: 695-001
SHEET 15 OF 23

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

ORIGINAL PLOT SIZE: 22 X 34
J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: CONDUIT PLAN (2) Plotted: 10/8/2025 12:28:05 PM

MATCH LINE (SEE SHEET 15)

MATCH LINE (SEE SHEET 15)

MATCH LINE (SEE SHEET 15)

MATCH LINE (SEE SHEET 18)

MATCH LINE (SEE SHEET 17)

MATCH LINE (SEE SHEET 17)

PRAIRIE WINDS PHASE 2

PICO STREET

MELROSE STREET

SEABRIGHT AVENUE

MALIBU BEND

MALIBU BEND

EXISTING HH-02-03

EXISTING HH-02-02

HH-03-03
PROP. 24 LOTS
OPEN 72 LOTS

LAT: 30.577886
LONG: -97.534346

CONTRACTOR TO CONNECT TO EXISTING 1.25" FIBER DUCT STUBOUT

CONTRACTOR TO REFERENCE PRAIRIE WINDS - PHASE 2 FIBER DUCT PLANS FOR CONNECTION

HH-03-04
PROP. 19 LOTS
OPEN 77 LOTS

LAT: 30.577122
LONG: -97.534024

CONTRACTOR TO CONNECT TO EXISTING 1.25" FIBER DUCT STUBOUT

CONTRACTOR TO REFERENCE PRAIRIE WINDS - PHASE 2 FIBER DUCT PLANS FOR CONNECTION

HH-03-09

LAT: 30.578322
LONG: -97.532307

DROP 1 BLUE-1
DROP 2 ORANGE -1
DROP 3 GREEN-1
DROP 4 BROWN-1
DROP 5 SLATE-1
DROP 6 WHITE-1
DROP 7 RED-1
DROP 8 BLACK-1
DROP 9 YELLOW-1
DROP 10 VIOLET-1
DROP 11 ROSE-1
DROP 12 AQUA-1

24-WAY
12-WAY

N

0 25' 50' 100'
SCALE: 1" = 50'

CONSTRUCTION NOTES:

1. CONTRACTOR TO PLACE END STOPS AT THE END OF THE FIBER CONDUIT LINES THAT DO NOT HAVE FUTURE CONNECTIONS.

2. CONTRACTOR TO PLACE LOCATE BALLS AT SLEEVING LOCATIONS AND ACCESS (TAPER) POINTS.

3. CONTRACTOR TO SPRAY PAINT OUTER SURFACE OF CONDUIT LINE(S) IF MORE THAN TWO OF THE SAME CONDUIT SIZES ARE PLACED IN THE SAME TRENCH, TO DIFFERENTIATE

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

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

REV	DESCRIPTION	DATE	APR
	RECORD ONLY		

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

CONDUIT PLAN

STATE OF TEXAS
RICHARD WALTER BARD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

DESIGN: AO	
EPM: BS	RVW:RB
PROJECT ID: 695-001	
SHEET 16 OF 23	

ORIGINAL PLOT SIZE: 22 X 34

J:\Projects\Prairie Winds (Lidell Walker)(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: CONDUIT PLAN (3) Plotted: 10/8/2025 12:28:07 PM

MATCH LINE (SEE SHEET 16)

MATCH LINE (SEE SHEET 16)

MATCH LINE (SEE SHEET 16)

MATCH LINE (SEE SHEET 18)

MATCH LINE (SEE SHEET 18)

MELROSE STREET

MANDEVILLE DRIVE

MALIBU BEND

UNIVERSAL DRIVE

PRAIRIE WINDS PHASE 2

EXISTING HH-02-01

CONTRACTOR TO CONNECT 1.25" FIBER DUCT TO EXISTING 1.25" FIBER DUCT STUBOUT

CONTRACTOR TO REFERENCE PRAIRIE WINDS - PHASE 2 FIBER DUCT PLANS FOR CONNECTION

CONTRACTOR TO CONNECT 24-WAY FIBER DUCT TO EXISTING 24-WAY FIBER DUCT STUBOUT

HH-03-05
PROP. 35 LOTS
OPEN 61 LOTS

LAT: 30.576532
LONG: -97.532048

HH-03-06
PROP. 53 LOTS
OPEN 43 LOTS

LAT: 30.575757
LONG: -97.532410

N

0 25' 50' 100'
SCALE: 1" = 50'

CONSTRUCTION NOTES:

1. CONTRACTOR TO PLACE END STOPS AT THE END OF THE FIBER CONDUIT LINES THAT DO NOT HAVE FUTURE CONNECTIONS.

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TOTAL # SERVICE LEADS: 192

REV	DESCRIPTION	DATE
	RECORD ONLY	APR

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

CONDUIT PLAN

STATE OF TEXAS
RICHARD WALTER BARD JR
116819
LICENSED PROFESSIONAL ENGINEER
10/8/2025

DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 17 OF 23	

ORIGINAL PLOT SIZE: 22 X 34

J:\Projects\Prairie Winds (Lidell Walker)(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: CONDUIT PLAN (4) Plotted: 10/8/2025 12:28:09 PM

N

0 25' 50' 100'

SCALE: 1" = 50'

CONSTRUCTION NOTES:

1. CONTRACTOR TO PLACE END STOPS AT THE END OF THE FIBER CONDUIT LINES THAT DO NOT HAVE FUTURE CONNECTIONS.

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REV	DESCRIPTION	DATE
	RECORD ONLY	APR

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

CONDUIT PLAN

STATE OF TEXAS
RICHARD WALTER BARD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

811
Know what's **below.**
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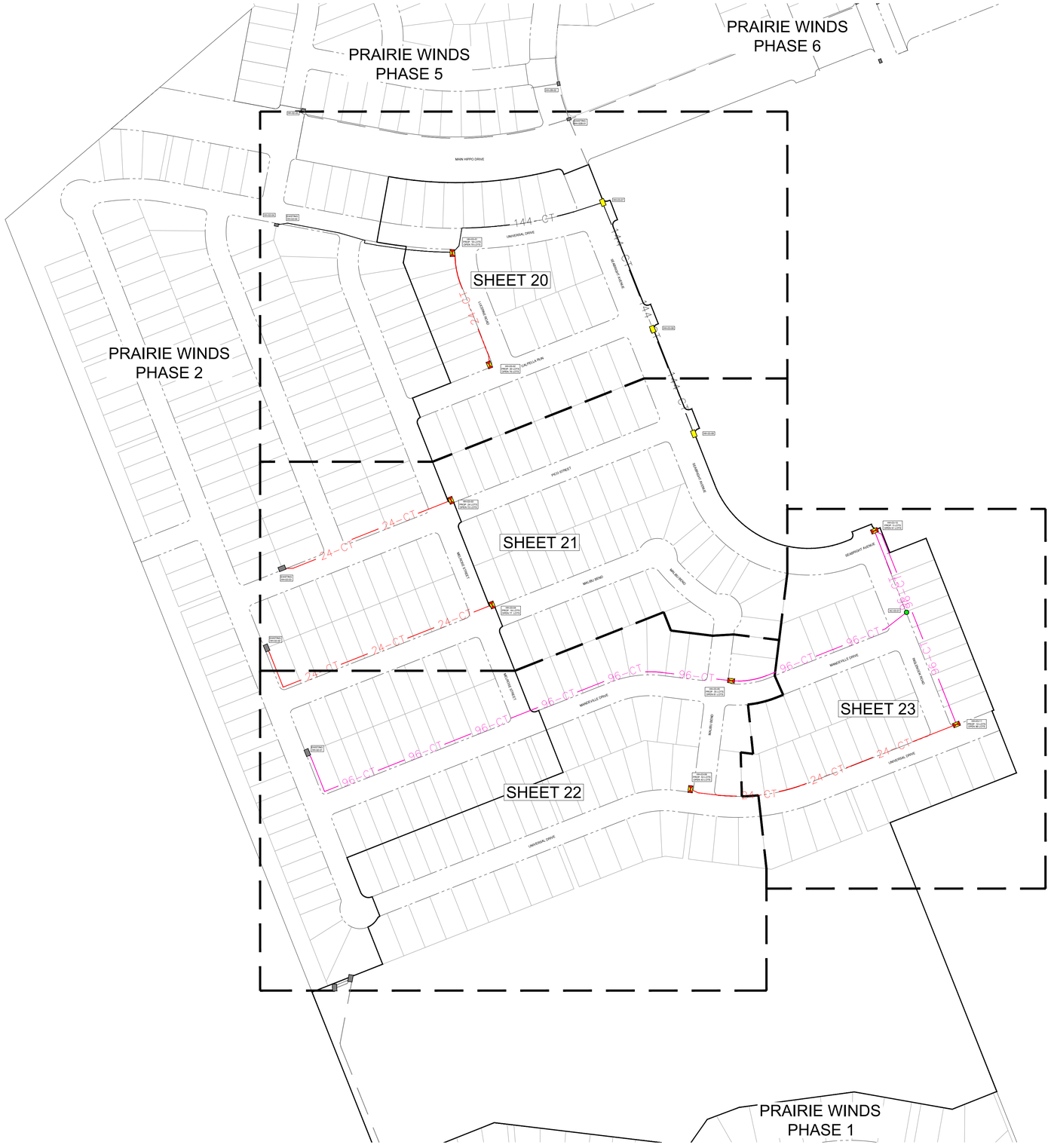
DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

DESIGN: AO	
EPM: BS	RVW:RB
PROJECT ID: 695-001	
SHEET 18 OF 23	

ORIGINAL PLOT SIZE: 22 X 34

J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: FIBER OVERALL MAP Plotted: 10/8/2025 12:28:11 PM



N

0 75 150 300

SCALE: 1" = 150'

REV	DESCRIPTION	DATE
	RECORD ONLY	APR

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

FIBER OVERALL MAP

STATE OF TEXAS
RICHARD WALTER BAIRD JR
116819
LICENSED
PROFESSIONAL ENGINEER

10/8/2025

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DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 19 OF 23	

ORIGINAL PLOT SIZE: 22 X 34

J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: FIBER PLAN Plotted: 10/8/2025 12:28:12 PM

PRAIRIE WINDS
PHASE 6

MAIN HIPPO DRIVE

EXISTING
HH-02B-01

EXISTING
HH-02-04

HH-03-07

144CT(2)

144CT(1)

144CT(3)

144CT(4)

HH-03-01
PROP. 18 LOTS
OPEN 78 LOTS

UNIVERSAL DRIVE

SEABRIGHT AVENUE

LUCERNE ROAD

24CT(A)

HH-03-08

HH-03-02
PROP. 20 LOTS
OPEN 76 LOTS

CALPELLA RUN

PRAIRIE WINDS
PHASE 2

MATCH LINE
(SEE SHEET 21)

MATCH LINE
(SEE SHEET 21)

MATCH LINE
(SEE SHEET 21)

N

0 25' 50' 100'
SCALE: 1" = 50'

REV	DESCRIPTION	DATE
	RECORD ONLY	APR

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

FIBER PLAN

STATE OF TEXAS
RICHARD WALTER BARD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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DATE: October 8, 2025
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TOTAL # SERVICE LEADS: 192

DESIGN: AO	
EPM: BS	RVW:RB
PROJECT ID: 695-001	
SHEET 20 OF 23	

ORIGINAL PLOT SIZE: 22 X 34
J:\Projects\Prairie Winds (Lidell Walker)\695-001\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: FIBER PLAN (2) Plotted: 10/8/2025 12:28:13 PM

MATCH LINE (SEE SHEET 20)

MATCH LINE (SEE SHEET 20)

MATCH LINE (SEE SHEET 20)

MATCH LINE (SEE SHEET 23)

MATCH LINE (SEE SHEET 22)

MATCH LINE (SEE SHEET 22)

MATCH LINE (SEE SHEET 22)

PRAIRIE WINDS PHASE 2

PICO STREET

MELROSE STREET

MALIBU BEND

MALIBU BEND

SEABRIGHT AVENUE

144CT(4)

144-CT

HH-03-09

HH-03-03
PROP. 24 LOTS
OPEN 72 LOTS

HH-03-04
PROP. 19 LOTS
OPEN 77 LOTS

24CT(A)

24CT(1)

24-CT

EXISTING HH-02-03

EXISTING HH-02-02

N

0 25' 50' 100'
SCALE: 1" = 50'

REV	DESCRIPTION	DATE	APR
	RECORD ONLY		

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

FIBER PLAN

STATE OF TEXAS
RICHARD WALTER BAIRD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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TOTAL # SERVICE LEADS: 192

DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 21 OF 23	

ORIGINAL PLOT SIZE: 22 X 34

J:\Projects\Prairie Winds (Lidell Walker)\(695-001)\02 Design\02 Onsite\01 Section Design\Phase 3\02 Gas\PRAIRIE WINDS - SECTION 3.dwg Layout: FIBER PLAN (3) Plotted: 10/8/2025 12:28:15 PM

MATCH LINE (SEE SHEET 21)

MATCH LINE (SEE SHEET 21)

MATCH LINE (SEE SHEET 21)

MATCH LINE (SEE SHEET 23)

MATCH LINE (SEE SHEET 23)

24CT(1)

96CT(1)

96CT(2)

PRAIRIE WINDS PHASE 2

MELROSE STREET

MANDEVILLE DRIVE

MALIBU BEND

UNIVERSAL DRIVE

EXISTING HH-02-01

HH-03-05
PROP. 35 LOTS
OPEN 61 LOTS

HH-03-06
PROP. 53 LOTS
OPEN 43 LOTS

24CT(1)

N

0 25' 50' 100'
SCALE: 1" = 50'

REV	DESCRIPTION	DATE	APR
	RECORD ONLY		

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

PRAIRIE WINDS - PHASE 3

FIBER PLAN

STATE OF TEXAS
RICHARD WALTER BAIRD JR
116819
LICENSED
PROFESSIONAL ENGINEER
10/8/2025

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

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

DESIGN: AO	
EPM: BS	RVW: RB
PROJECT ID: 695-001	
SHEET 22 OF 23	

Know what's below.
Call before you dig.

DATE: October 8, 2025
TOTAL # OF LOTS: 198
TOTAL # SERVICE LEADS: 192

DESIGN: AO		PRAIRIE WINDS - PHASE 3	UNIGAS UNIVERSAL NATURAL GAS CENTRIC FIBER
EPM: BS	RVW: RB		
PROJECT ID: 695-001		FIBER PLAN	
SHEET 23 OF 23			

10/8/2025

REV	DESCRIPTION	DATE	APR
	RECORD ONLY		

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Lidell Walker Phase 3

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Carson Monroe

CONTRACTOR: CC Carlton Industries, LTD

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: $1,899,972.80

SIDEWALK IMPROVEMENT COST: $66,759.00

SIDEWALK RAMP IMPROVEMENT COST: $73,500.00

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: $2,982,175.00

WATER IMPROVEMENT COST: N/A

WASTEWATER IMPROVEMENT COST: $995,474.00

RESTORATION COST: $125,753.45

TOTAL IMPROVEMENT COST: $6,143,634.25

PREPARED BY (DESIGN ENGINEER): _____

CHECKED BY (CITY INSPECTOR): Todd Meaker Date: 2026.08.26 17:14:04-05'00'

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
Universal Drive North	406	300	2” / 9”	30’	627’	N/A	N/A
Lucerne Road	100	112	2” / 9”	30’	370’	N/A	N/A
Calpella Run	100	210	2” / 9”	30’	666’	N/A	N/A
Pico Street	300	323	2” / 9”	30’	666’	N/A	N/A
Malibu Bend	200	239	2” / 9”	30’	909’	N/A	N/A
Mandeville Drive	201	318	2” / 9”	30’	995’	N/A	N/A
Inglenook Road	501	611	2” / 9”	30’	599’	N/A	N/A
Universal Drive South	1115	1302	2” / 9”	30’	1,720’	N/A	N/A
Seabright Avenue	300	501	2” / 16”	44’	1,471’	N/A	N/A

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES [1]	CURB RAMP [2]
Inglenook Road	501	611	5’	406’	N/A	8
Malibu Bend	201	239	5’	934’	N/A	6
Universal Drive South	1115	1302	5’	220’	N/A	4
Mandeville Drive	201	318	5’	178’	N/A	6
Calpella Run	100	210	5’	231’	N/A	6
Lucerne Road	100	112	5’	325’	N/A	4
Universal Drive North	300	406	5’	292’	N/A	6
Seabright Avenue	N/A	N/A	5’	2400’	N/A	16
Pico Street	300	323	5’	65’	N/A	4

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)
2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED [1]	TYPE [2]	DESCRIPTION [3]	DECK		COST	PRIVATE	ETJ
				W (FT) [4]	L (FT) [5]			
N/A								

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C - Culvert, P – Pipe. All crossings 20’ and wider including multiple box culverts totaling 20’ or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7’ (Culverts), 2 – 24” RCP (Pipes).

4 – Deck Width: Use “footprint” of culvert/pipes for width on buried culvert/pipes; include full “out to out” dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE [1]	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) [2]	DRAINAGE AREA (ACRES)	PRIVATE [3]	ETJ	COST
N/A						

1 – BD = Bio–Detention
D = Detention Only
DSF = Detention / Sedimentation / Filtration
F = Filtration Only
S = Sedimentation Only
SF = Sedimentation / Filtration
SFI = Sedimentation / Filtration / Infiltration
SI = Sedimentation / Irrigation
WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE [1]
18”	RCP CL III	2,420	N/A			45	10’	Curb
18”	RCP CL IV	344				4	15’	Curb
24”	RCP CL III	494						
30”	RCP CL III	440						
36”	RCP CL III	1,025						
5’ x 5’	RCB	941						
6’ x 6’	RCB	1,718						
7’ x 6’	RCB	293						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE [2]	QTY	SIZE [3]	DESCRIPTION [4]
2	4’ x 4’	Precast	1	36”	SET
6	5’ x 5’	Precast	2	6’ x 6’	TXDOT CH-FW-O W/ Dissipators
2	7’ x 7’	Precast	1	7’ x 6’	TXDOT CH-FW-O W/ Dissipators
6	9’ x 9’	Precast			

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
340’	8’	N/A	Concrete Trickle Channel
522’	33’	4H:1V	Trapezoidal Grassy Channel

1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
2) Cast-in-Place, Precast
3) Pipe size / Culvert Size
4) Headwall, Wing Walls, Gabions

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
N/A			N/A			N/A		

AIR RELEASE		
SIZE	TYPE	NO.
N/A		

SERVICES INSTALLED	
NO.	TYPE
N/A	

REMARKS:

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
8”	PVC	3,804’	19.10’	Precast	4+16.16	No	3	Universal Drive South
10”	PVC	1,721’	19.65’	Precast	8+13.67	No	2	Universal Drive South
			20.00’	Precast	9+06.28	No	3	Universal Drive South
			20.15’	Precast	10+02.10	No	3	Universal Drive South
			20.25’	Precast	10+75.29	No	2	Universal Drive South
			20.50’	Precast	12+40.68	No	2	Universal Drive South
			21.35’	Precast	14+25.87	No	2	Universal Drive South
			19.10’	Precast	16+75.42	No	3	Universal Drive South
			12.95’	Precast	3+95.00	No	3	Malibu Bend
			13.50’	Precast	6+16.13	No	2	Malibu Bend
			10.30’	Precast	4+82.05	No	2	Inglenook Road
			10.50’	Precast	2+02.43	No	2	Mandeville Drive
			10.70’	Precast	5+33.33	No	2	Mandeville Drive
			13.20’	Precast	2+87.47	No	2	Mandeville Drive
			10.75’	Precast	4+17.99	No	3	Mandeville Drive
			18.95’	Precast	4+21.60	No	3	Malibu Bend
			10.85’	Precast	5+35.12	No	2	Malibu Bend
			15.95’	Precast	3+71.24	No	3	Pico Street
			14.15’	Precast	3+51.75	No	2	Calpella Run
			11.90’	Precast	6+10.79	No	3	Calpella Run
			9.95’	Precast	4+03.56	No	2	Lucerne Road
			10.20’	Precast	3+10.77	No	2	Universal Drive North
			9.25’	Precast	4+81.88	No	2	Universal Drive North

SERVICES INSTALLED								
NO.	**TYPE – S / D**		**TYPE OF MANHOLE COATING: SPC DropLiner**					
67	Double							
34	Single							

REMARKS:

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME ____Lidell Walker Phase 3_____ WORK ORDER #_____

W/WW JOB I.D. _____ SUBDIVISION FILE # _____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

STREET NAME	FROM	TO
N/A		

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE SUMMARY INCLUDED.

GRAY

August 20, 2026

Kate Moriarty
City of Hutto
500 W Live Oak Street
Hutto, Texas 78634

Re: Lidell Walker Phase 3
Engineering Concurrence Letter
GC No. 1725-11762

Dear Ms. Moriarty,

Please find this letter as our formal engineering concurrence for the above-referenced project. On August 20, 2026, I, the undersigned Professional Engineer in the State of Texas, or my representative, made a final visual inspection of Lidell Walker Phase 3 project certifying it was at least 95% complete. This inspection represented the culmination of multiple site visits conducted by Gray Civil, Inc., singly as well as joint site visit(s) conducted with City of Hutto staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the construction project has been constructed in general compliance with approved plans, specifications, and requirements of associated regulatory permits. I, therefore, recommend acceptance of this project by the City of Hutto.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,

GRAY CIVIL, INC.

Scott Swiderski, P.E.
Manager, Construction Services

STATE OF TEXAS
SCOTT A. SWIDERSKI
94338
LICENSED
PROFESSIONAL ENGINEER
8-20-26

cc: Austin Seifert, P.E.; Gray Civil, Inc.

Final Costs and Quanities for Lidell Walker Phase 3

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value
	WASTEWATER IMPROVEMENTS				
1	8" PVC SDR-26 Wastewater Line (0'-8' Depths), Including Appurtenances, Per Linear Foot, CIP	LF	734	$ 67.00	$ 49,178.00
2	8" PVC SDR-26 Wastewater Line (10'-12' Depths), Including Appurtenances, Per Linear Foot, CIP	LF	1,822	$ 76.00	$ 138,472.00
3	8" PVC SDR-26 Wastewater Line (12'-14' Depths), Including Appurtenances, Per Linear Foot, CIP	LF	655	$ 85.00	$ 55,675.00
4	8" PVC SDR-26 Wastewater Line (14'-16' Depths), Including Appurtenances, Per Linear Foot, CIP	LF	593	$ 97.00	$ 57,521.00
5	10" PVC SDR-26 Wastewater Line (14'-16' Depths), Including Appurtenances, Per Linear Foot, CIP	LF	1,721	$ 98.00	$ 168,658.00
6	4' Dia. Standard Wastewater Manhole, Per Each, CIP	EA	15	$ 7,650.00	$ 114,750.00
7	4' Dia. Drop Wastewater Manhole, Per Each, CIP	EA	6	$ 7,150.00	$ 42,900.00
8	Extra Depth 4' Dia. Manhole Extensions, Per Vertical Linear Foot, CIP	EA	148	$ 530.00	$ 78,440.00
9	Single Wastewater Service, All Lengths, Per Each, CIP	EA	34	$ 2,625.00	$ 89,250.00
10	Double Wastewater Service, All Lengths, Per Each, CIP	EA	67	$ 2,690.00	$ 180,230.00
11	Remove Plug and Connect to Existing 8" WWL, Per	EA	5	$ 2,335.00	$ 11,675.00
12	Remove Plug and Connect to Existing 10" WWL, Per	EA	1	$ 3,200.00	$ 3,200.00
13	Trench Safety System, Per Linear Foot, CIP	EA	5,525	$ 1.00	$ 5,525.00
				Subtotal for Wastewater Improvements	**$ 995,474.00**
	DRAINAGE IMPROVEMENTS				
1	18" RCP Cl. III Storm Sewer (All Depths), Per Linear Foot, CIP	LF	2,420	$80.00	$ 193,600.00
2	18" RCP Cl. IV Storm Sewer (All Depths), Per Linear Foot, CIP	LF	344	$86.00	$ 29,584.00
3	24" RCP Cl. III Storm Sewer (All Depths), Per Linear Foot, CIP	LF	494	$90.00	$ 44,460.00
4	30" RCP Cl. III Storm Sewer (All Depths), Per Linear Foot, CIP	LF	440	$110.00	$ 48,400.00
5	36" RCP Cl. III Storm Sewer (All Depths), Per Linear Foot, CIP	LF	1025	$170.00	$ 174,250.00
6	5' x 5' Reinforced Concrete Box (All Depths), Per Linear Foot, CIP	LF	941	$490.00	$ 461,090.00
7	6' x 6' Reinforced Concrete Box (All Depths), Per Linear Foot, CIP	LF	1718	$670.00	$ 1,151,060.00
8	7' x 6' Reinforced Concrete Box (All Depths), Per Linear Foot, CIP	LF	293	$750.00	$ 219,750.00

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value
9	4' x 4' Reinforced Concrete Box Manhole, Per Each, CIP	EA	2	$6,025.00	$ 12,050.00
10	5' x 5' Reinforced Concrete Box Manhole, Per Each, CIP	EA	6	$7,550.00	$ 45,300.00
11	7' x 7' Reinforced Concrete Box Manhole, Per Each, CIP	EA	2	$13,750.00	$ 27,500.00
12	9' x 9' Reinforced Concrete Box Manhole, Per Each, CIP	EA	6	$24,000.00	$ 144,000.00
13	10' Standard Stormwater Curb Inlet, Including Transition Curb, Per Each, CIP	EA	45	$5,750.00	$ 258,750.00
14	15' Standard Stormwater Curb Inlet, Including Transition Curb, Per Each, CIP	EA	4	$10,100.00	$ 40,400.00
15	36" Safety End Treatment, Per Each, CIP	EA	1	$4,900.00	$ 4,900.00
16	TXDOT Headwall (CH-FW-o) W/Dissipators, Per Each, CIP	EA	3	$13,600.00	$ 40,800.00
17	Connect to Existing 24" Storm Sewer Line, Per Each, CIP	EA	1	$3,150.00	$ 3,150.00
18	Connect to Existing 30" Storm Sewer Line, Per Each, CIP	EA	2	$3,450.00	$ 6,900.00
19	Connect to Existing 36" Storm Sewer Line, Per Each, CIP	EA	2	$3,800.00	$ 7,600.00
20	Connect to Existing 5' x 5' Storm Sewer Line, Per Each, CIP	EA	1	$4,125.00	$ 4,125.00
21	Remove Temporary SET and Connect to Existing 7' x 6' Storm Sewer Line, Per Each, CIP	EA	1	$5,150.00	$ 5,150.00
22	8' Wide Trickle Channel, Per Linear Foot, CIP	LF	301	$111.00	$ 33,411.00
23	Trapezoidal Grassy Channel 4H:1V Side Slopes, 33' Bottom, Per Linear Foot, CIP	LF	522	$35.00	$ 18,270.00
24	Trench Safety System, Per Linear Foot, CIP	LF	7,675	$1.00	$ 7,675.00
				Subtotal for Drainage Improvements	**$ 2,982,175.00**
	EROSION AND SEDIMENTATION CONTROLS				
1	Silt Fence for Erosion Control, Including Installation, Maintenance & Removal, Per Linear Foot, CIP	LF	6,996	$4.85	$ 33,930.60
2	Inlet Protection, Including Installation, Maintenance & Removal, Per Each, CIP	EA	49	$130.00	$ 6,370.00
3	Restoration & Revegetation Including Topsoil, Hydromulch, Fertilizer, and Water, Per Square Yard, CIP	SY	45,637	$1.05	$ 47,918.85
4	Stabilized Construction Entrance, Per Each, CIP	EA	1	$2,950.00	$ 2,950.00
5	Temporary Rock Berm, Per Linear Foot, CIP	LF	160	$28.00	$ 4,480.00
6	Mortared Rock Riprap, Per Square Yard, CIP	SY	284	$106.00	$ 30,104.00
				Subtotal for Erosion and Sedimentation Controls	**$ 125,753.45**

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value
	STREET IMPROVEMENTS				
1	Subgrade Preparation, Including Sprinkling, Blading & Rolling, Per Square Yard, CIP	SY	35,751	$ 0.90	$ 32,175.90
2	8" Lime Stabilized Subgrade, Including Mixing, Curing, Compacting & Finishing, Per Square Yard, CIP	SY	35,751	$ 11.50	$ 411,136.50
3	9" Compacted Flex Base Material, Including Sprinkling, Rolling, Grading, Per Square Yard, CIP	SY	27,762	$ 13.35	$ 370,622.70
4	14" Compacted Flex Base Material, Including Sprinkling, Rolling, Grading, Per Square Yard, CIP	SY	7,989	$ 20.30	$ 162,176.70
5	2" HMAC Pavement, Per Square Yard, CIP	SY	20,534	$ 16.25	$ 333,677.50
6	2" HMAC Pavement, Per Square Yard, CIP	SY	6,704	$ 16.25	$ 108,940.00
7	Concrete Valley Gutter, Per Each, CIP	EA	11	$ 7,850.00	$ 86,350.00
8	Standard Concrete Curb & Gutter, Per Linear Foot, CIP	LF	15314	$ 22.75	$ 348,393.50
9	Pedestrian Curb Ramps, Including Concrete Landing, Truncated Domes, Flares and Transition Curb, Per Each, CIP	EA	60	$ 1,225.00	$ 73,500.00
10	5' Concrete Sidewalk, Per Linear Foot, CIP	LF	2,023	$ 33.00	$ 66,759.00
11	Traffic Signage, Including Signs & Striping, Per Lump Sum, CIP	LS	1	$ 29,850.00	$ 29,850.00
12	Remove Street End Barricade, Per Detail, Per Each, CIP	EA	6	$ 850.00	$ 5,100.00
13	Install Street End Barricade, Per Detail, Per Each, CIP	EA	6	$ 1,925.00	$ 11,550.00
				Subtotal for Street Improvements	**$ 2,040,231.80**
				TOTAL FOR CITY OF HUTTO IMPROVEMENTS	**$ 6,143,634.25**
	Maintenace Bond Holder		Percent	Duration	Bond Amount
	City of Hutto		100%	2 years	$ 6,143,634.25

STATE OF TEXAS
SCOTT A. SWIDERSKI
94338
LICENSED
PROFESSIONAL ENGINEER

7-22-26

CITY OF HUTTO
SURVEY CONTROL POINT DESCRIPTION

PROJECT: Lidell Walker Phase 3

TYPE OF MARK: Brass Disc stamped "CITY OF HUTTO BENCHMARK"

VERTICAL CONTROL DATA			
ELEVATION (Z)	**DATUM**	**ORDER**	**ESTABLISHED BY (FIRM)**
661.91	Texas State Plane Coordinate System, Central Zone 4203, NAD83 NAVD 88, GEIOD 18		BGE, Inc. Project # 11489-02 TBPELS Licensed Surveying Firm No. 10106500

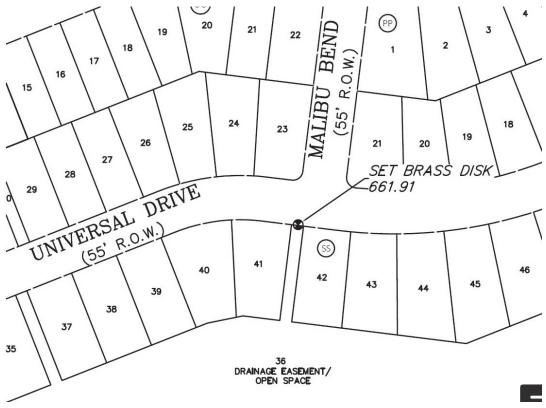
METHOD OF SURVEY:	**DATE OF SURVEY**
GPS OBSERVATIONS	08/24/2026

WRITTEN DESCRIPTION (to include X- and Y- coordinate

Brass Disc stamped "CITY OF HUTTO BENCHMARK" set on the south side of Universal Dr. (55' R.O.W.) at the intersection of Malibu Bend and Universal Dr., +/- 7 feet west of the common north corner of Lots 36 & Lot 42, Block SS, of Lidell Walker Phase 3 as recorded in Doc. No.2025006545 of the Official Public Records of Williamson County, Texas.

GRID Northing 10,184,176.24 GRID Easting 3,177,866.43

LOCATION MAP



BENCHMARK PHOTO

I, Jonathan Nobles, **do hereby certify the control point information listed above was prepared from and based on an actual on-the-ground survey performed under my direct supervision.**

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/25/2026

Signature and Date

FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 7/31/26

Name of Project: Lidell Walker PH 3

Conditional / Final Acceptance Date: _____

Inspector's Name: Carson Monroe Job Number(s): _____

Note: All spaces need to be initialed by Inspector including N/A.

TM 1. Project Construction Summary Date Received: 8/26/26

TM 2. Engineer's Concurrence Letter Date Received: 8/26/26

TM 3. Maintenance Bond(s) Date Received: 9/17/26

TM 4. Final Cost & Quantities signed & sealed by engineer Date Received: 7/28/26

TM 5. As-built Reproducible Plans (1-24"X36", pdf scan, ACAD Base Map files< Shape File .SHP) Date Received: 8/26/26

TM 6. TDLR Inspection Report

TM 7. Test Reports

- ✓ Manhole Test
- _____ TV Test
- _____ Bacteriological Test
- ✓ WW Low Air Pressure Test / Mandrel Test
- _____ Valve & Hydrant Test
- _____ Water Pressure Test

TM 8. Punch List Date Completed: 9/17/26

TM 9. No. of Lots for Subdivisions 198 Total Acres in Subdivision. 62.678

CM 10. Plans showing the location of installed all Dry Utilities. (Electric, Gas and communication lines)

TM 11. Location and elevation of Benchmark from RPLS

TM 12. Map showing Area being accepted.

Comments: _____

_____

_____

Please initial: TM Inspector, TM Supervisor,

CITY OF HUTTO
MAINTENANCE BOND
BOND No. 4493451

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS,

That, C.C. Carlton Industries, Ltd., a [corporation, limited partnership, etc.] having a principal place of business at 3102 Bee Caves Rd., Austin, TX 78746, as Principal and Markel Insurance Company, a corporation authorized to issue surety bonds in the State of Texas, and having an office and place of business in Texas at 9500 Arboretum Blvd., Suite 400, Austin, TX 78759, as Surety, are held and firmly bound unto the CITY OF HUTTO, TEXAS, a home-rule municipal corporation organized under the laws of the State of Texas with principal administrative offices at Hutto City Hall, 500 West Live Oak Street, Hutto, Texas 78634 in Williamson County, Texas, as Obligee, in the sum of Six Million One Hundred Forty Three Thousand Six Hundred Thirty Four and 25/100 DOLLARS ($ 6,143,634.25) lawful money of the United States, for the payment whereof to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents:

WHEREAS, Principal is responsible for the completion of Lidell Walker Ph 3 a located at County Rd. 133, Hutto, Texas in Williamson County, Texas (the "Work"), [as per the map or plat thereof recorded in 2025006545 of the Deed Records of Williamson County, Texas under Williamson County Clerk File Number and ;][under a certain contract between Principal and Obligee for said Work approved by the Hutto City Council by the attached resolution.

WHEREAS, Principal has certified in writing to Obligee that all required Work has been completed in accordance with the approved construction plans and Obligee's applicable standards and specifications;

WHEREAS, Principal has requested that the City of Hutto, Texas acknowledge completion and acceptance of the Work as provided by the Code of Ordinances of the City of Hutto, Texas, the issuance of such certificate being subject to the requirement that Principal shall correct all defects within publicly dedicated improvements and Work done for the benefit of Obligee that occur within Two Years of the date of issuance of such certificate;

WHEREAS, under the terms of the specifications for the Work, Principal is required to give a bond equal to [100%]% of the amount of the contract to protect the Obligee against the result of faulty materials or workmanship for a period of [number of months] months after completion and acceptance of the Work; and

WHEREAS, this Bond is intended as satisfying that bonding obligation of Principal to Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above-named Principal shall correct any defects to the Work within 2 Yrs. from the date of the issuance of the above-described certificate of completion, then this obligation is to be void; otherwise, to remain in full force and effect.

It is hereby understood and agreed that if Principal shall fail to correct any defects in the required improvements as required by such ordinances and regulations, then the [Planning Commission of the City of Hutto, Texas][the Obligee] may thereupon declare this bond to be in default and collect the sum remaining payable thereunder and upon receipt of the proceeds thereof, the Obligee may install or repair such improvements as are covered by this bond.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 25th **day of** August **20**26.

C.C. Carlton Industries, Ltd.
Principal

By: Benjamin Lyon CEO
Title: Benjamin Lyon, CEO
Address: 3102 Bee Caves Rd.
Austin, TX 78746

Markel Insurance Company
Surety

By: Cynthia Giesen
Title: Cynthia Giesen, Attorney-in-Fact
Address: 9500 Arboretum Blvd., Suite 400
Austin, TX 78759

The name and address of the Resident Agent of Surety in Williamson County, Texas, is:
USI Insurance Services, LLC
7600-C N. Capital of Texas Hwy., #200, Austin, TX 78731

POA# 4221068

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Wesley M. Pitts, Cynthia Giesen, Courtney J. Goulding, Sam Caringi, Keenan Lehmann, Joshua Saunders

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 4th day of August , 2026 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 4th day of August , 2026 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of August , 2026.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221068
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Markel Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

AGENDA ITEM REPORT
10.8.

To:	City Council
Subject:	Consideration and possible action on approval of Ordinance No. O-2026-056 regarding Annual Authorized Budgeted Expenditures. (Alberta Barrett)
Meeting:	Thursday, October 1, 2026
Department:	Finance /
Staff Contact:	Alberta Barrett

ITEM SUMMARY:

Approval of this item will allow the City Manager to sign routine Annual Authorized Budgeted Expenditure purchase orders, formally called Blanket Purchase Orders, for consumable goods and services, (i.e. water/sewer services, electricity, chemicals, office supplies, insurance, etc.) that have been approved by the City Council in the Fiscal Year 2026-2027 Budget at expenditure levels over $50,000, as listed in Exhibit A, of the Ordinance. These guidelines are as follows:

- Annual Authorized Budgeted Expenditure Purchase Orders must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods, and the provisions of the City of Hutto Procurement Policy and Procedures Manuel adopted by the City on November 3, 2022, as may be amended.
- Annual Authorized Budgeted Expenditure Purchase Orders must be for Department-specific expenditures.
- Departments using an Annual Authorized Budgeted Expenditure Purchase Order must establish a system of documenting the purchases made under this purchase order and ensure that the amount purchased under the Annual Authorized Budgeted Expenditure PO does not exceed the maximum amount for which such goods and services were approved by the City Council in the Budget.
- Departments must inform the vendor of the intent to use an Annual Authorized Budgeted Expenditure PO when requesting a quote for goods or services, and that the pricing will be held for the term of the Annual Authorized Budgeted Expenditure Purchase Order.
- The Annual Authorized Budgeted Expenditure PO must include contract language specifying that the pricing will be held for the term of the contract period, such as "there shall be no price increases during this contact period."
- Annual Authorized Budgeted Expenditure Purchase Orders cannot be extended beyond the current fiscal year and must include contract language specifying the contract period, such as or for example: "Contract period is from date of order through August 31, 2027."
- Funds for expenditures under an Annual Authorized Budgeted Expenditure Purchase Order must be encumbered based on a reliable estimate of the amount to be purchased under the

Annual Authorized Budgeted Expenditure PO within the Fiscal Year, and the Purchase Order may include, if appropriate, language regarding the estimated quantities, such as "This order is for an estimate of quantities/usage/services only, and no maximum or minimum quantity is guaranteed.

- Annual Authorized Budgeted Expenditure Purchase Orders shall not be used for equipment leases or maintenance agreements, because such agreements must define the quantity and frequency of deliver at the inception of the agreement.
- All purchases will comply with applicable state laws and the provisions of the City of Hutto Procurement Policy and Procudures Manual.

STAFF RECOMMENDATION:

Staff has reviewed the FY 2027 Budget for potential Annual Authorized Budgeted Expenditure Purchase Orders and made recommendations on the nature of purchases and accounts to be included.

FISCAL NOTES:

All Annual Authorized Budgeted Expenditure Purchase Orders will only be approved by the City Manager if they fall within the adopted FY 2027 budgeted amounts.

ATTACHMENTS:

1. Proposed O-2026 Authorized Purchase Orders
2. Exhibit A - Authorized Annual Budgeted Expenditures

ORDINANCE NO. O-2026-XXX

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ANNUAL AUTHORIZED BUDGETED EXPENDITURE PURCHASE ORDERS, FORMALLY CALLED BLANKET PURCHASE ORDERS, FOR ROUTINE CONSUMABLE GOODS AND SERVICES IN AMOUNTS NOT TO EXCEED THE AMOUNTS APPROVED BY THE CITY COUNCIL IN THE FISCAL YEAR 2026-2027 BUDGET; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas ("City") has needs to purchase routine consumable goods and services that have been approved by the City Council in the Fiscal Year 2026-2027 Budget at expenditure levels over $50,000.00, as listed in Exhibit A, a copy of which is attached to this Ordinance and incorporated fully by reference; and

WHEREAS, these types of routine consumable goods and services are normally purchased using an Annual Authorized Budgeted Expenditure Purchase Order, as defined in this Ordinance; and

WHEREAS, the term "Annual Authorized Budgeted Expenditure Purchase Order" means a contractual agreement between the City and a vendor that allows for a series of recurring, frequent, or small purchases by City departments under a single contractual agreement, without continuously repeating the bidding process, and is associated with routine consumable goods and services such as copier leases, mowing services, office supplies, and other recurring purchases of specific goods or services for which the quantity or frequency of delivery cannot be fully determined at the time that the agreement is entered into, but for which the City and a vendor may agree to certain consistent terms for the delivery, including prices; and

WHEREAS, such Annual Authorized Budgeted Expenditure Purchase Orders must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods, and the provisions of the City of Hutto Procurement Policy and Procedures Manual adopted by the City on November 3, 2022, as may be amended; and

WHEREAS, pursuant to Section 4.01(e) of the Hutto City Charter, the City Council may by ordinance set a maximum amount for which the City Manager shall be authorized to execute contracts and/or to expend funds for budgeted items, provided that all contracts and expenditures must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods; and

WHEREAS, the City Council desires to delegate authority to the City Manager to execute Annual Authorized Budgeted Purchase Orders for routine consumable goods and services in amounts greater than $50,000.00 but not to exceed the maximum amount for which such goods and services were approved by the City Council in the Fiscal Year 2026-2027 Budget, as listed in Exhibit A, subject to the guidelines established in this Ordinance.

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

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

SECTION 2: The City Council hereby delegates authority to the City Manager to execute Annual Authorized Budgeted Expenditure Purchase Orders for routine consumable goods and services in amounts greater than $50,000.00 but not to exceed the maximum amount for which such goods and services were approved by the City Council in the Fiscal Year 2026-2027 Budget, as listed in Exhibit A, subject to the following guidelines:

(a) Annual Authorized Budgeted Expenditure Purchase Orders must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods, and the provisions of the City of Hutto Procurement Policy and Procedures Manual adopted by the City on November 3, 2022, as may be amended.

(b) Annual Authorized Budgeted Expenditure Purchase Orders must be for Department-specific expenditures.

(c) Departments using Annual Authorized Budgeted Expenditure Purchase Orders must establish a system for documenting the purchases made under this purchase order and ensure that the amount purchased under the Annual Authorized Budgeted Expenditure Purchase Order does not exceed the maximum amount for which such goods and services were approved by the City Council in the Budget.

(d) Departments must inform the vendor of the intent to use an Annual Authorized Budgeted Expenditure Purchase Order when requesting a quote for goods or services, and that the pricing will be held for the term of this purchase order.

(e) Annual Authorized Budgeted Expenditure Purchase Orders must include contract language specifying that the pricing will be held for the term of the contract period, such as "There shall be no price increases during this contract period."

(f) Annual Authorized Budgeted Expenditure Purchase Orders cannot be extended beyond the current Fiscal Year and must include contract language specifying the contract period, such as: "Contract period is from date of order through August 31, 2027."

(g) Funds for expenditures under an Annual Authorized Budgeted Expenditure Purchase Order must be encumbered based on a reliable estimate of the amount to be purchased under the this purchase order within the Fiscal Year, and the Annual Authorized Budgeted Expenditure Purchase Order may include, if appropriate, language regarding the estimated quantities, such as "This order is for an estimate of quantities/usage/services only, and no maximum or minimum quantity is guaranteed."

(h) Annual Authorized Budgeted Expenditure Purchase Orders shall not be used for equipment leases or maintenance agreements, because such agreements must define the quantity and frequency of delivery at the inceptions of the agreement.

SECTION 3: The City Manager shall include in the monthly financial statements presented to the City Council a list of all Annual Authorized Budgeted Expenditure Purchase Orders approved by the City Manager for Fiscal Year 2026-2027 pursuant to the authority delegated under this Ordinance.

SECTION 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 5: 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 second reading.

SECTION 6: 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.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 1st day of October 2026 on a vote of _____ AYES; _____ NAYS; _____ABSTENTIONS,

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

Exhibit A
City of Hutto, TX

Annual Authorized Budgeted Expenditures FY 2026-2027
For Routine Goods & Services

Fund	Dept/Div	Account ID	Description	Account
General	Economic Develop	10-5004	Various property tax rebate	57,120
General	Economic Develop	10-5007	Various sales tax rebates	912,504
General	City Council	10-010-002-6562	TSTC Agreement	125,000
General	City Council	10-010-002-6606	WCCHD	108,213
General	Human Resources	10-010-004-6405	Professional Services - Employee benefit services	85,970
General	Finance	10-020-001-6405	Audit	62,554
General	Finance	10-020-001-6405	Investment Advisory Svc	75,000
General	Court	10-020-011-6405	Prosecutor	56,000
General	Development Services	10-030-021-6405	Professional Services - Plan Review, 3rd Party Inspection, and UDC	241,000
General	Public Works	10-040-051-6301	Building Repair & Maintenance	396,575
General	Public Works	10-040-051-6409	Janitorial Services	91,800
General	Public Works	10-040-060-6320	Sidewalk Repairs and Maintenance	154,000
General	Public Works	10-040-060-6321	Street Repair & Maintenance	2,205,000
General	Public Works	10-040-060-6322	Drainage Repair and Maintenance	40,000
General	Public Works	10-040-060-6403	Contract Labor (other mowing)	422,900
General	Police	10-050-001-6206	Clothing & Uniforms	115,473
General	Police	10-050-001-6291	Ammunition & Firearms	89,410
General	Police	10-050-001-6413	PD - Communication Services	1,345,500
General	Police	10-050-001-6472	Animal Shelter Svcs	240,000
General	City Secretary	10-060-003-6431	Election Services	69,340
General	Information Technology	10-060-030-6405	Professional Svc - Data Protection, Restoration &	269,926
General	Information Technology	10-060-030-6413	Communication Services	1,481,244
General	Parks	10-090-039-6331	Parks Grounds Maintenance	57,825
General	Parks	10-090-039-6409	Contract Labor (parks mowing)	195,700
General	Information Technology	13-060-030-6605	Computer Replacement Program	152,099
Utility	Utility Billing	50-020-010-6207	Meter Endpoints	45,200
Utility	Utility Billing	50-020-010-6216	Water Meters	296,649
Utility	Utility Billing	50-020-010-6444	Disconnect Services	22,500
Utility	Utility Billing	50-020-010-6499	Meter Changeout	79,900
Utility	Utility Billing	50-020-010-6499	Bill Printing	22,000
Utility	Utility Billing	50-020-010-6504	Postage	63,500
Utility	Public Works	50-040-058-6232	Chemicals	365,452
Utility	Public Works	50-040-058-6313	Waste Water Pumps, Motors, Ctrl Maint	172,750
Utility	Public Works	50-040-058-6314	Utility Facilities	117,705
Utility	Public Works	50-040-058-6315	Water Pumps, Motors, Ctrl Maint	132,850
Utility	Public Works	50-040-058-6451	Taylor Water Contract	440,539
Utility	Public Works	50-040-058-6452	Manville Water Contract	677,276
Utility	Public Works	50-040-058-6454	Water Lease Payments	209,635
Utility	Public Works	50-040-058-6456	Brazos River Authority Contract	3,101,921
Utility	Public Works	50-040-058-6458	Water Reservation	6,360,436
Utility	Public Works	50-040-058-6501	Water Conservation	132,822
Utility	Non-Departmental	50-040-058-6599	Water Leak Detection	278,081
Utility	Public Works	50-40-058-6312	Line Repair & Main	75,300
Solid Waste	Solid Waste	70-080-010-6461	Solid Waste Removal Services	2,704,244
Various	Various	Various	Attorney Services (6401)	1,077,359
Various	Various	Various	Leases (6408)	896,753
Various	Various	Various	Fuel	435,227
Various	Various	Various	WCAD Appraisal (6443)	149,063
Various	Various	Various	Software Licensing and Maintenance (6412)	1,476,371
Various	Various	Various	PID/TIRZ Administration Costs (6446)	456,010
Various	Various	Various	Utilities - Electric (6521/6522)	1,241,663
Various	Various	Various	Technology Equipment and Supplies (6212)	133,832
Various	Various	Various	Office Supplies (6201)	60,798
Various	Various	Various	Other Supplies & Materials (6299)	103,592
Various	Various	Various	Small Tools & Equipment (6215)	38,336
Various	Various	Various	Employment Taxes	1,531,761
Various	Various	Various	Health & Life Insurance	2,013,278
Various	Various	Various	Principal & Interest	44,282,989
Various	Various	Various	Property, Liability, WC Insurance	596,478
Various	Various	Various	TMRS - Employee Retirement	2,638,976

AGENDA ITEM REPORT
10.9.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-198 approving a two-year agreement with Valley View Consulting to serve as the City's investment advisors for an amount not to exceed $150,000. (Alberta Barrett)
Meeting:	Thursday, October 1, 2026
Department:	Finance /
Staff Contact:	Alberta Barrett

ITEM SUMMARY:

Under Texas Government Code § 2254.002(2)A, Professional Services include accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, and forensic science; and § 252.022(a)(4), the City may procure personal, professional, or planning services, as required by § 2254.003(a) not on the basis of competitive bids but rather shall make its selection and award a contract on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Valley View was established in 1998 and has demonstrated competence and the qualifications necessary for investment services as well as providing a fair and reasonable price. Therefore, City staff would like to renew our agreement with Valley View Consulting to serve as the City's investment advisors for an amount not to exceed $75,000 per year, or $150,000 over the term of the two-year agreement.

Valley View Consulting will be performing and assisting the City with the following duties:

1. Assist in making suggestions and provide advice on appropriate investment strategies;
2. Advise on market conditions and economic data;
3. Analyze risk/return relationships between various investment alternatives;
4. Assist in the selection, purchase, and sale of investments that comply with the City's investment policy and the Texas Public Funds Investment Act (PFIA). This step is very important to City staff so that funds can be laddered in relation to the City's cash flow projections;
5. Advise on investment of bond proceeds in order to get the best possible rate of return that is consistent with proceedings and the federal rules and regulations;
6. Assist City staff in creating quarterly investment reports in compliance with State legislation and our investment policy;
7. Assist with primary bank depository selection.

The investment advisors, Valley View Consulting, will not have discretionary investment authority over any of the City funds and the staff will make all decisions regarding the purchase and sale of all

investments. As the City continues to grow these advisory services continue to be very beneficial to the Finance Department and the City of Hutto.

STAFF RECOMMENDATION:

Staff recommends approving the renewal of a two-year agreement with Valley View Consulting.

FISCAL NOTES:

Funds for these investment advisory services are included in the FY 2027 Budget as follows:

General Fund (10)
Account Number: 10-020-001-6405
Account Name: Professional Services - Finance
Budgeted Amount: $75,000
Requested Amount: $75,000

ATTACHMENTS:

1. Hutto Res Agreement Valley View
2. IA Agreement 2026 Hutto
3. Form ADV Part 2 2026 04 06
4. Hutto 1295 Cert 2026-1514690_Redacted

RESOLUTION NO. R-2026-___

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A TWO-YEAR CONTRACT BETWEEN VALLEY VIEW CONSULTING, L.L.C. AND THE CITY OF HUTTO TO SERVE AS THE CITY'S INVESTMENT ADVISORS FOR AN AMOUNT NOT TO EXCEED $150,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter an agreement between Valley View Consulting, L.L.C. and the City of Hutto, Texas ("City") for investment advisor services, for an amount not to exceed $150,000; and

WHEREAS, as detailed in the terms of the agreement, Valley View Consulting, L.L.C. will serve as investment advisors for two years until October 1, 2028; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Agreement, attached as Exhibit A.

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

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

Section 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of the same being attached hereto and incorporated herein for all purposes.

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

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1st day of October 2026 on vote of __AYES; ___NAYS; __ABSTENTIONS

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

AGREEMENT
BY AND BETWEEN
CITY OF HUTTO, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the City of Hutto (the *Investor*) will have money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties regarding the subject matter hereof.

1. This Agreement shall apply to all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.

2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.

3. The Advisor agrees to perform the following duties, as requested:

a) Assist the Investor in developing cash flow projections,

b) Suggest appropriate investment strategies to achieve the Investor's objectives,

c) Advise the Investor on market conditions, general information and economic data,

d) Analyze risk/return relationships between various investment alternatives,

e) Attend occasional meetings as requested by the Investor,

f) Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,

g) Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,

h) Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy, and

i) Assist the Investor with primary depository selection.

4. The Investor agrees to:

a) Compensate the Advisor for all services rendered and expenses incurred as set forth in Appendix A attached hereto,

b) Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,

c) Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,

d) Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and

e) Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto and shall become due and payable as specified. All expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall initially remain in effect until September 30, 2028 with the option of the Investor to extend this Agreement in additional one or two-year periods. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and act with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. Investor acknowledges that:

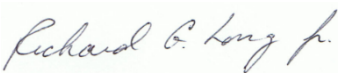
1) ___ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or

2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering this contract and has the right to terminate this contract without penalty within five business days after entering this contract.

3) _X__ Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the City of Hutto, Texas.

By: _____

City of Hutto, Texas

Date: _____

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by the Advisor in connection with the investment of the Investable Funds designated by the Investor, it is understood and agreed that the fee will be an annual fee equal to:

Average Quarter End Book Value	**Annual Fee**
First $100 million	0.030% (3 basis points)
Next $100 million	0.020% (2 basis points)
Portfolio balances above $200 million	0.010% (1 basis points)

First Fiscal Year Annual Fee maximum = $50,000.00.
Additional Fiscal Year's Annual Fee maximum = $75,000.00.

In the event a flexible repurchase agreement or other similar investment option is utilized, the Advisor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of Agreement Fee.

Said fee includes all costs of services related to this Agreement, and all travel and business expense related to periodic meeting attendance. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expense. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.

FORM ADV Part 2 – The Brochure

Valley View Consulting, L.L.C.
2428 Carters Mill Road
Huddleston, VA 24104-4003

SEC File Number 801-56181

540.297.3419 phone

www.valleyviewconsultingllc.com

March 8, 2026

This brochure provides information about the qualifications and business practices of Valley View Consulting, L.L.C. If you have any questions about the contents of this brochure, please contact us at 540.297.3419. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about Valley View Consulting, L.L.C. is available on the SEC's website at www.adviserinfo.sec.gov.

This filing of Form ADV Part 2 is in conjunction with the Annual Updating Amendments requirement. General wording edits, Form ADV Part 2 requirements, and resume revisions have been incorporated. The last update to this brochure was March 22, 2025.

Valley View Consulting, L.L.C.

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Advisory Business

Valley View Consulting, L.L.C. ("Valley View"), established in 1998 and registered in 1999. Registration with the SEC does not imply a certain level of skill or training.

Valley View provides investment supervisory services primarily to government entities and their related organizations. Services are provided on a non-discretionary, non-custodial basis. State legislation and individual client investment policies determine authorized investments and appropriate strategies. Fixed income/fixed maturity securities, mutual funds, local government investment pools, and financial institution deposits provide the main investment options. Strategies are generally focused on safety of principal and maintenance of adequate liquidity to fund operational needs.

Each client's investment policy and cash flow requirements tailor the investment advice offered by Valley View. Clients have complete control and discretion over allowed investments and implemented strategies. Valley View does not participate in any wrap-fee programs.

As of December 31, 2025, Valley View provided non-discretionary advisory services to over seventy-five entities with approximately $16 billion (Book Value) in total assets under management. Additionally, Valley View provides other cash and investment consulting services to non-advisory clients.

Valley View is solely owned by Richard G. Long, Jr.

Fees and Compensation

Investment supervisory fees can be a percentage of assets under management, hourly rates, fixed fees, or a combination of these. All fees are negotiable, and direct-billed and payable in arrears. Fees structures generally range from 0.01% to 0.10%, annually, based on the book value of assets under management; $100.00 to $750.00 per hour; $250 to $25,000 per project; $150.00 to $500.00 per month; or other fees as negotiated at the time of contract. In some cases, a minimum or maximum annual fee may apply. Contracts are cancelable without cause with 30 days' notice. Clients maintain their own safekeeping agent/custodian relationships and are responsible for any related fees. Local government investment pools and mutual funds are subject to their own fee schedules. Recommended mutual funds have been, and are anticipated to be, no-load money market funds. Valley View assists each client in minimizing transactional expenses or any other normal business expenses that might be incurred in the management of its funds.

Should a guaranteed investment contract, flexible repurchase agreement or other structured investment option be utilized, Valley View may receive a normal and customary fee (usually paid by the counterparty) within the guidelines of the Internal Revenue Service, in lieu of the fee prescribed in the advisor agreement.

Although no other forms of compensation are anticipated, if any additional compensation is received, the amount and source will be disclosed to the client.

Performance-Based Fees and Side-By-Side Management

Valley View does not charge any performance-based fees nor participate in side-by-side management.

Types of Clients

Valley View generally provides investment advice to "government entity" investors, including, but not limited to state agencies, cities, counties, school districts, special districts, colleges and universities, and special authorities. Additionally, Valley View provides advice to clients on matters not directly involving investing.

Valley View does not impose a minimum dollar value of assets for starting or maintaining a relationship.

Methods of Analysis, Investment Strategies and Risk of Loss

Each client's investment policy governs investment strategy selection and implementation, with most client investment objectives focused on preservation of principal and maintenance of adequate liquidity to fund ongoing operations. Investing in securities involves risk of loss that clients should be prepared to bear. Selecting investments with limited credit risk and matching short and long-term maturity purchases to client-based cash needs primarily manages the risk of realized loss. Most investments are cash equivalent or fixed income/fixed maturity that are held to maturity.

Depending upon investment and strategy selection, each client may risk loss of principal or anticipated earnings due to issuer default or adverse market movement.

Valley View most often offers advice on money market instruments, certificates of deposit and other financial institution deposits, municipal bonds, mutual fund shares, United States government securities, repurchase agreements, and local government investment pools. Valley View's analysis includes fundamental, cyclical, and client-based cash flow requirements. Information sources include financial newspapers and magazines, research material prepared by others, corporate rating services, annual reports, prospectuses, regulatory filings, and other financial information sources.

Credit Risk – Most government entities specifically manage and limit exposure to credit risk. Assuming large amounts of credit risk is inconsistent with the main objectives to "primarily emphasize safety of principal and liquidity." All issuers contain incremental credit risk, although the markets believe certain ones have reduced credit risk (e.g., U.S. government securities). Generally, legislation does allow specific issuer-types with credit risk but restricts that risk based on measurements of nationally recognized credit rating agencies or other criteria.

Credit risk considerations extend beyond the investments that are selected to be included in the entity's portfolio. Properly collateralized deposits or repurchase agreements, secured in accordance with the investment policy and federal banking regulations, essentially reduce the inherent credit risk of the financial institution or counterparty. Each client retains control and responsibility for collateral fair value monitoring. Valley View may periodically review collateral values and financial institution strength.

Prior to investment, accurate identification of the individual issuer's risk profile or the local government investment pool/mutual fund's investment criteria, and analysis of the historical risk/return relationship determines if the client will potentially receive adequate return for any increased risk. Although minimum credit rating requirements may apply, the investment policies and strategies of available pools/funds are reviewed to ensure that their policies are congruent with those of the client.

Market/Opportunity Risk – The restriction of most credit risks focuses portfolio management on controlling market risk and opportunity risk. Working with the yield curve, issuer yield spreads, and cash flow requirements addresses these two risks.

Appropriate yield curve positioning, with limited interest rate cycle timing, provides most yield enhancement. Our services include the research and analysis necessary for formulating strategy recommendations. Cash flow predictability creates the baseline for investment strategy development. Keeping current-use funds in expenditure-related maturities or cash-equivalent alternatives, while positioning stable and longer-range funds further out the yield curve, generally provides overall portfolio enhancement.

For government entities, the higher yield-advantage of extended maturities most safely manifests itself in increased interest earnings (not speculative gains). Therefore, a hold-to-maturity strategy is primarily utilized.

Disciplinary Information

Valley View attempts to comply with all registration requirements and has not experienced any legal or disciplinary event that is material to a client's evaluation of its advisory business or to the integrity of its management personnel.

Other Financial Industry Activities and Affiliations

Valley View is not affiliated with any other financial institution and no related person is a general partner in any partnership in which clients are solicited to invest. There are no registrations (current or pending) for either the firm or its management personnel to register as a broker-dealer, futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person to the forgoing entities.

All investment advice and security transactions are separately handled and are not subject to any commingling or front loading. Except as described above, Valley View is not compensated by any investment provider or investment manager.

Valley View is actively engaged in business other than giving investment advice and anticipates spending less than 50% of its resources pursuing and providing non-investment advisory services. Other activities include, but are not limited to, bank service analysis and provider selection, cash and investment management policies and procedures creation and revision, and other finance-related services.

Code of Ethics addressing Privacy Policy, Participation or Interest in Client Transactions, and Personal Trading

Valley View maintains a Code of Ethics that is available upon request to its clients. The Code is designed to prevent client-based conflicts of interest and attempts to comply with applicable laws and regulations.

Valley View advises government entities subject to various open records requirements. Therefore most, if not all, client information is considered public. If Valley View and its advisory personnel do have access to non-public information, Valley View pledges its best efforts to not disclose the information without the prior written client approval and destroy any discarded files (e.g., shredding).

As a firm, Valley View does not participate in, nor have an interest in, investments that may be recommended to clients or resulting client transactions. However, the team members are allowed to purchase similar investments for his or her personal account and related accounts. The team member is not allowed to commingle or execute in front of client transactions.

To further reduce any conflict of interest, individual Valley View team members primarily invest in "non-reportable securities" or securities not eligible for client portfolios.

Brokerage Practices

Specific client consent is required to determine the investments to be bought or sold, the amount of the investments to be bought or sold, the broker-dealer or financial institution to be used, or the commission rates to be paid (where applicable). In most cases, the client authorizes and annually re-approves a broker-dealer list. Valley View may assist clients in selecting broker-dealers based on the firm and representative's government funds experience, compliance with client investment policies, competitive pricing, and responsiveness to client needs. Valley View does receive "general" market research from investment providers; however, no products, services, or soft dollar benefits are provided to Valley View. Eligible securities are usually sold by each broker-dealer "as principal" without additional commissions. Multiple client transactions are not aggregated as each client has specific needs and settlement requirements. Given the commonality of most investment options, not aggregating client transactions generally does not result in higher commissions or costs.

Review of Accounts

At relationship initiation, Valley View reviews each client's investment policy, eligible investment products, current investment practices, cash flow requirements, recent investment reports, authorized broker-dealer and investment provider lists, and other pertinent documentation. Investment maturities, significant cash inflows and/or outflows, bond issuance, quarter end, fiscal year end, major market movements, and other factors trigger periodic reviews. Ongoing reviews include current portfolio, projected cash flows, investment policy requirements, investment strategy targets, market conditions, and other considerations.

As Chief Investment Officer, Mr. Long performs the investment supervisory function and reviews all accounts. Mr. Day, Mr. Gomez, Ms. Hobbs, Mr. Pinon, Mr. Ringgenberg, Mr. Saenz, and Ms. Upshaw assist in all aspects of client service as registered investment adviser representatives. Mr. Gomez, Ms. Mendoza, and Mr. Phifer primarily focus on monthly accounting and quarterly investment reports. Mr. Pinon and Mr. Saenz also support bank relationship selection and documentation. Ms. Gerhardt assists as needed.

Client reports include, but are not limited to:

- Individual transaction information (at time of transaction).
- Broker-dealer trade and financial institution deposit confirmations and activity reports sent directly to the client by the respective firm.
- Safekeeping agent/security clearance receipts and holdings reports sent directly to the client by the respective firm.
- Written portfolio reports, prepared as per each client's investment policy and contract terms.

Fixed income security "Fair Value" is provided by client-specific safekeeping agents/custodians, by generally available market prices, or determined by reviewing generally available offering prices and decreasing the price by an appropriate bid/offer spread.

Client Referrals and Other Compensation

Valley View does not have any arrangements where it receives cash or other economic benefit from a non-client in connection with giving advice to clients. If fee sharing applies to future, new client referrals, the arrangement and potential compensation will be disclosed to each potential client prior to contract initiation, and on an ongoing basis thereafter.

Custody

Valley View does not have custody of client funds.

Investment Discretion

Valley View does not have investment discretion over client funds. All investment advice and investment transactions are separately handled and are not subject to any commingling or front loading.

Voting Client Securities

Valley View does not vote client proxies. Each client's safekeeping agent/custodian is responsible for communicating all proxy events.

Financial Information

Valley View does not have discretion over investment transactions, custody of client funds, or require payment of more than $1,200 in fees per client, six or more months in advance. Audited financial statements are not available.

Brochure Supplement

Valley View Consulting, L.L.C.
2428 Carters Mill Road
Huddleston, VA 24104-4003

SEC File Number 801-56181

540.297.3419 phone

www.valleyviewconsultingllc.com

March 8, 2026

This brochure supplement provides information about all Valley View personnel supplementing the Valley View Consulting, L.L.C. brochure. It is usually attached to the brochure. Please contact Richard G. Long, Jr., Chief Compliance Officer (540.297.3419) if you did not receive Valley View's brochure or if you have any questions about the contents of this supplement.

Additional information about all registered investment adviser representatives is available on the SEC's website at www.adviserinfo.sec.gov.

As Chief Compliance Officer, Richard G. Long, Jr. (540.297.3419) provides supervisory oversight of all Valley View personnel. That oversight includes individual adherence to the firm's Compliance Manual and Code of Ethics. Client reports, transactions, correspondence, and other activities are routinely monitored to confirm appropriateness and suitability.

Résumés

Benjamin F. Day

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Investment industry since 1984
- Diversified background in sales and trading
- Extensive client-based risk/return analysis experience

Mr. Day first entered the securities industry in 1984 and has sales and trading desk experience in equity, matched book and fixed income investments. His various positions with large and regional investment-related firms developed a knowledgeable assessment of the major market rallies and melt downs of the last thirty years. This background enhances his outlook regarding portfolio risk/reward and client expectation.

Mr. Day (born 1957) is a graduate of Northwood University with a Bachelor of Business Administration degree and is a registered investment adviser representative. Mr. Day joined Valley View in 2012.

Julie S. Gerhardt

- Investment industry since 1993
- Responsible for administration, marketing, and organizational activities
- Experienced in customer support and reporting

Ms. Gerhardt (born 1970) is primarily responsible for administrative, marketing, and organizational activities. She began her career in the financial industry in 1993 with Legg Mason Wood Walker, and then subsequently with Smith Barney. Ms. Gerhardt graduated with honors from the University of Phoenix with a Bachelor of Science in Health Administration. Ms. Gerhardt joined Valley View in 2009 with a brief sabbatical in 2012.

Oscar Gomez

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Experience creating cash flow models, and analyzing and preparation of financial statements
- Public Funds Experience since 2018
- Microsoft Office Excel Specialist
- Joined Valley View in 2023

Mr. Gomez began his public funds career in 2018 as a Budget Analyst with Trinity Metro (aka Fort Worth Transportation Authority). He has extensive experience creating cash flows and the preparation and analyzation of financial statements. He also has experience developing annual operating and capital budgets and brings a public funds perspective to our team. Mr. Gomez received certification in 2014 as a Microsoft Office Specialist for Office Excel. His responsibilities include accounting report and cash flow model development. Mr. Gomez is an Honors graduate of Texas Wesleyan University with a Bachelor of Business Administration in Finance.

Mr. Gomez (born 1994) joined Valley View in January 2023.

Jamie D. Hobbs, CPA

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Twenty years of 401k plan administration experience
- Accounting and client services background
- Certified Public Accountant

Ms. Hobbs enjoyed twenty years of service in retirement plan administration. She specialized in plan design and compliance for a diverse clientele. In this role, she had the opportunity to work with both corporate owners and individual plan participants to problem solve and achieve desired retirement goals. Ms. Hobbs transitioned into a private sector position in accounting and finance. She participated in the acquisition and transition of companies, as well as expanding her knowledge of corporate accounting.

Ms. Hobbs (born 1973) joined Valley View in June 2021. She is a graduate of Texas Tech University with a Bachelor of Business Administration in Accounting. Ms. Hobbs is a Certified Public Accountant.

Richard G. Long, Jr.

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Manager, Valley View Consulting, L.L.C.
- Investment industry since 1981
- Founded Valley View Consulting, L.L.C. and registered with the SEC as an investment advisory firm

Mr. Long has been actively involved in government entity investment legislation; investment policies and strategies; cash flow-based investment portfolios; eligible investment options; appropriate asset allocations; investment transaction settlement and safekeeping procedures; bank service agreements; and arbitrage rebate regulation.

Mr. Long founded Valley View in the fall of 1998 and registered the firm as an investment adviser with the Securities and Exchange Commission effective January 1999. Since 1988, Mr. Long has primarily provided cash and investment-related services to government entities. In earlier capacities, Mr. Long originated corporate, asset backed and tax-exempt

securities, managed a government trading operation, and distributed both public and private securities.

Mr. Long (born 1957) earned a Bachelor of Science, Business Administration degree in Finance from Colorado State University and a Masters of Business Administration degree from the University of Dallas. Mr. Long has presented information to multiple investment management organizations and is a registered investment adviser representative.

Maria Teresa Mendoza

- Extensive background in Accounting & Finance
- Investment reporting experience
- Government experience since 2010

Ms. Mendoza has a background in Customer Service and Accounting & Finance (since 2007). She is experienced with cash management, banking relations, financial reporting, maintaining treasury records, pledged collateral, and investment reports. She formerly worked at Trinity Metro (aka Fort Worth Transportation Authority) as their Finance Administrator which has given her a client's perspective.

Ms. Mendoza (born 1979) joined Valley View in February 2020.

Johnny L. Phifer

- Former City of Keller, Texas Finance Director
- Over thirty years public-sector experience
- Lengthy finance and accounting career

Mr. Phifer, former Finance Director of the City of Keller, brings with him a wealth of knowledge and experience attained during a career of over thirty years of public-sector experience. Mr. Phifer also brings a comprehensive and distinctive client operations perspective to the Valley View practice in the areas of cash management, governmental accounting and financial reporting, banking relations, management reporting, portfolio/treasury management, financial analysis, and financial and budget administration.

Mr. Phifer is a member of the Government Finance Officers Association of Texas (GFOAT), where he earned the designation of Certified Government Finance Officer (CGFO), and the Government Treasurer's Organization of Texas (GTOT).

Mr. Phifer (born 1957) is a graduate of The University of North Alabama with a Bachelor of Science in Accounting. Mr. Phifer joined Valley View in 2015.

Timothy D. Pinon

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Banking industry since 1987

- Former government banking relationship manager
- Depository banking service experience

Mr. Pinon began his banking career in 1987. He worked for seven years as a Series 7 registered representative, helping bank customers invest their short-term funds. Following that, he spent the next 24 years working in Treasury Management and Relationship Management on the banking side. Prior to joining Valley View, he worked for eleven years as a Government Banking Relationship Manager, which involved bidding for government contracts for depository bank services, and managing a portfolio of bank customers consisting of cities, schools, counties, and special districts. His background in investments, treasury management, and banking have provided him with a wealth of experience that he can share with government clients.

Mr. Pinon earned a Bachelor of Business Administration in Finance in 1987 from the University of Texas at Arlington. He went on to complete his Master of Business Administration in 1993, also from the University of Texas at Arlington.

Mr. Pinon (born 1964) joined Valley View in January 2020. Mr. Pinon has presented information to multiple investment management organizations.

Adam R. Ringgenberg

- Registered Investment Advisor Representative, Valley View Consulting, L.L.C.
- Portfolio management experience since 2012

Mr. Ringgenberg joined Valley View in 2024. Prior to that, he worked for twelve years at Beal Bank as a portfolio manager where he evaluated and purchased fixed income securities. Always focused on capital preservation, he specialized in finding value in distressed markets and has extensive experience across many asset classes including mortgage-backed securities, asset-backed securities, corporate bonds, and syndicated bank debt.

Mr. Ringgenberg graduated from the University of Iowa with a Bachelor of Business Administration in Finance.

Orlando A. Saenz

- Registered Investment Advisor Representative, Valley View Consulting, L.L.C.
- Certified Treasury Professional
- Banking industry since 1997
- Government, Non-Profit and Higher Education Treasury Management Consultant, and Relationship Manager.
- Depository banking service experience

Mr. Saenz began his career in banking in 1997. He worked for 14 years in Treasury Management, helping bank clients with banking structures, risk management, and fraud prevention. For the past nine years he worked as a Government Banking Relationship Manager and Treasury Management Consultant for cities, public and private schools, counties, special purpose districts, non-profits, and universities responding to bids for depository bank services and assisting clients in selection of banking products to effectively manage their portfolios and service needs. His previous banking experience in the public sector provides valuable knowledge relevant to banking service contracts and cash management for client portfolios.

Mr. Saenz earned a Bachelor of Multidisciplinary Studies - Economics from the University of Texas at El Paso. He went on to complete his Master of Business Administration in 2019, from the University of Dallas.

Mr. Saenz joined Valley View in January 2023 and is a Certified Treasury Professional.

Emily A. Upshaw, CPA

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Accounting, client service and transaction facilitation background
- Cash Flow modeling, market analysis, trading and funds management experience
- Chief Executive Officer, Live Oak Portfolios, L.L.C.

Ms. Upshaw began her career in taxation with Ernst & Young in Austin, Texas where she completed her Certified Public Accountant designation. With an interest in investment management, she then worked as an associate of an employee retirement plan advisor in charge of various client services and transactions. There she expanded her knowledge of cash flow modeling, market analysis, trading, and fund management for individual client accounts and business qualified retirement accounts in the central Texas area.

Ms. Upshaw (born 1987) graduated with honors from the University of Texas at Austin with a Bachelor of Business Administration and a Master in Professional Accounting from the McCombs School of Business. She is a registered investment adviser representative. Ms. Upshaw has presented information to multiple investment management organizations.

Susan K. Anderson (retired)

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Chief Executive Officer, Anderson Financial Management, L.L.C.
- Investing Public Funds since 1981
- Former City of Austin, Texas Treasurer & Investment Officer
- Served as Chief Investment Officer for State of Texas

Ms. Anderson has extensive public fund experience, beginning in 1971 with her first government position at the City of Austin. Ms. Anderson served the City in the Financial Services Division for over twenty-five years and was specifically dedicated to the management of the investment, debt and cash resources of the City. She was responsible for the $1.5 billion investment portfolio, the $3.3 billion debt portfolio and all cash management programs, including collections and bank relations. Additional responsibilities included serving as liaison to all three City pension programs and as Trustee on the City of Austin Firemen's Relief and Retirement Fund, and Board Member of the City of Austin Deferred Compensation Fund.

Following her retirement from the City of Austin, she served as Chief Investment Officer for the State of Texas where she was responsible for the management of $35 billion of combined operating, endowment and trust funds. After her public service, she joined a national financial and investment advisory firm.

Ms. Anderson (born 1952) founded Anderson Financial Management, LLC in 2008 and has partnered with Valley View to bring her expertise to the Valley View team.

Ms. Anderson earned a Bachelor of Science, Business Administration degree in Finance from St. Edward's University. She is a Certified Cash Manager and a registered investment adviser representative. Ms. Anderson has presented information to multiple investment management organizations.

E.K. Hufstedler, III (retired)

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Banking industry since 1982
- Former regional bank President
- Experienced in financial institution deposit and service products

Mr. Hufstedler has been actively involved in the banking profession since 1982. He has been involved in nearly all aspects of the banking business. Mr. Hufstedler served in executive roles for several banks and has participated in actively bidding on public funds banking relationships as well as depository support services. Mr. Hufstedler most recently served as a Regional President for a $20 billion asset Texas based organization.

Mr. Hufstedler (born 1959) earned a Bachelor of Business Administration in Banking and Finance in 1982 from Abilene Christian University in Abilene, Texas and is a registered investment adviser representative.

Thomas H. Ross (retired)

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Former City of Bedford, Texas Director of Administrative Services
- Public-sector experience since 1992
- Lengthy corporate finance and accounting career

Mr. Ross has a background in financial operations and information technology management and most recently completed fourteen years of service with the City of Bedford, Texas, retiring as Director of Administrative Services. Joining the team in February 2010, Mr. Ross brings a broad and unique client operations perspective to the areas of cash management, governmental accounting, banking relations, management reporting, portfolio management, and general financial analysis.

Mr. Ross is a member of the Government Finance Officers Association of Texas (GFOAT), where he earned the designation of Certified Government Finance Officer (CGFO), and the Government Treasurer's Organization of Texas (GTOT).

Mr. Ross (born 1944) is a graduate of Texas A&M University with a Bachelor of Business Administration degree in Management and is a registered investment adviser representative.

Linda D. Wertz (retired)

- Banking industry since 1985
- Client management and depository banking service experience
- Varied banking experience - treasury management, lending, operations, and executive roles
- Joined Valley View in 2023

Ms. Wertz began her banking career in 1985 and has held roles in various areas, including bank operations, treasury management sales, relationship management, credit underwriting, risk management, and division leadership. She has managed and provided approval for and oversight of a portfolio of customers using the bank's treasury management and loan services. Ms. Wertz most recently served in a division executive role ensuring loan execution excellence, proper risk management, employee development, and implementation of improved processes and systems. She also has experience in BSA/KYC matters through participation in internal bank projects and committees. Her broad range of banking roles and strong interest in process improvements provides her with the knowledge to help clients with their banking services.

Valley View Consulting, L.L.C.

Ms. Wertz received her B.S. in Business Administration from the University of Texas at Dallas.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1514690

Date Filed:
09/11/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Valley View Consulting, L.L.C.
Huddleston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026
Investment Advisory Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Long, Jr., Richard	Huddleston, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Julie S. Gerhardt, and my date of birth is [redacted].

My address is 2205 Woodcrest Dr, Lynchburg (city), VA (state), 24503 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Lynchburg (City) County, State of Virginia, on the 11 day of Sept (month), 20 26 (year).

J Gerhardt

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
10.10.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-199 appointing two Councilmembers to the Capital Area Council of Governments General Assembly. (Laura Hallmark)
Meeting:	Thursday, October 1, 2026
Department:	City Secretary /
Staff Contact:	Laura Hallmark

ITEM SUMMARY:

Former Councilmembers Kolar and Clark were the most recent City of Hutto representatives. With their departure, it leaves an opportunity for the appointment of two new members. The General Assembly will meet once a year (December) with a possible second meeting (not on a particular schedule). Other than attending meetings, representatives get more - and often first, contact from the COG about information happening in the area and get priority invites to activities and programming that may benefit elected officials. There is also an opportunity to serve on the various advisory committees.

Additional information can be found here: CAPCOG General Assembly and CAPCOG.

STAFF RECOMMENDATION:

Move to approve two Councilmembers to represent the City of Hutto in CAPCOG's General Assembly.

FISCAL NOTES:

The annual dues the City pays for membership in CAPCOG covers any cost for this participation.

ATTACHMENTS:

1. Proposed R-2026-xxx Appointing CAPCOG General Assembly reps - JM-JR

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPOINTING REPRESENTATIVES TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS GENERAL ASSEMBLY; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto is a member of the Capital Area Council of Governments ("CAPCOG"); and

WHEREAS, there is a need to change the City of Hutto's representation in CAPCOG by appointing two representatives to the Capital Area Council of Government's General Assembly; and

WHEREAS, the City of Hutto must make designation of CAPCOG General Assembly representatives by official action of the City Council.

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

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

SECTION 2: The Hutto City Council hereby approves and appoints Jim Morris and Jerrell W. Reynolds as General Assembly representatives from the City of Hutto to the Capital Area Council of Governments.

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

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 1st day of October 2026 on a vote of __AYES; ___NAYS; __ABSTENTIONS

CITY OF HUTTO, TEXAS:

Mike Snyder
Mayor

ATTEST:

Amanda Taylor
Assistant City Secretary

AGENDA ITEM REPORT
10.11.

To:	City Council
Subject:	Consideration and possible action on approving the following City Council meeting minutes: September 17, 2026 Work Session and September 17, 2026 Regular Meeting. (Laura Hallmark)
Meeting:	Thursday, October 1, 2026
Department:	City Secretary /
Staff Contact:	Laura Hallmark

ITEM SUMMARY:

Section 551.021 of the Texas Local Government Code provides as follows:

(a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
(b) The minutes must:
(1) state the subject of each deliberation; and
(2) indicate each vote, order, decisions or other action taken.

In compliance with State Law and to provide access to citizens of the business conducted by the City, minutes are generated for each public meeting of the City Council. Once approved, these minutes are then kept on permanent file in the Office of the City Secretary.

STAFF RECOMMENDATION:

Motion to approve minutes as presented.

FISCAL NOTES:

There is no fiscal impact for this item.

ATTACHMENTS:

1. 9.17.2026 WS DRAFT MINUTES
2. 9.17.2026 DRAFT MINUTES

AGENDA ITEM REPORT
10.11.

City of Hutto

Minutes

City Council Work Session

Thursday, September 17, 2026 at 6:00 PM

Executive Conference Room – 500 W. Live Oak Street

1. **CALL SESSION TO ORDER** – 6:00 PM
2. **ROLL CALL**
   Members of Council present: Mayor Snyder, Mayor Pro Tem Porterfield, Councilmember Reynolds, Councilmember Thornton (remote), Councilmember Morris, Councilmember Zepeda and Councilmember King
3. **PUBLIC COMMENT**

   There were no comments.
4. **OTHER BUSINESS**

   4.1. Discussion and possible action on the use of Hotel Occupancy Tax (HOT) funds. (Alberta Barrett, Cheney Gamboa)

   The following provided background information and details for the items/events for which they were requesting funds:
   - *Billie Logiudice and Tim Jordan – Chamber of Commerce*
   - *Cheney Gamboa – Hutto Economic Development*
   - *Jeff White – Hutto Parks and Recreation*
   - *Katie McGaha and Abby Fenton – Hutto Communications*

   There is an action item on the regular session agenda for consideration.
5. **ADJOURNMENT** – 7:00 PM

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

DRAFT

City of Hutto

Minutes

City Council Meeting

Thursday, September 17, 2026 at 7:00 PM

Council Chambers, City Hall – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 7:05 PM

2. ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Porterfield, Councilmember Reynolds, Councilmember Thornton (remote), Councilmember Morris, Councilmember Zepeda, and Councilmember King

STAFF:

Staff members present: James Earp, City Manager; David Amsler, Assistant City Manager; Dottie Palumbo, Legal Counsel; Kristi Barnes, Community & Culture Officer; Alberta Barrett, Finance Director; Eric Carter, Director of Emergency Management; Sara Cervantes, Executive Director of Community Services; Rick Coronado, Public Works Director; Abby Fenton, Communications Manager; Cheney Gamboa, Director of Economic Development; Laura Hallmark, City Secretary; Dwain Jones, Assistant Police Chief; Howard Koontz, Director of Development Services; Kate Moriarty, Executive Director of Administrative Services; David Reeves, IT Manager; Jeff White, Parks and Recreation Director; Jeffrey Yarbrough, Police Chief

3. INVOCATION – Kerby Campbell, Lone Star Baptist Church

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

5.2 Hispanic Heritage Month (Diversity, Equity, Inclusion & Belonging Commission)

Presented to members of the DEIB and members of the community in attendance.

5.1 National Night Out - October 6th (Tawni Moody)

Presented to members of the Hutto Police Department.

5.3 Suicide Prevention Awareness Month

DRAFT

Presented to members of the Hutto Police Department and Sandra Thompson with The Sandbox at Madeline's Place.

6. PUBLIC COMMENT

Peter Gordon (time given = 6 mins); Robin Sutton (remainder of time)

7. BOARDS AND COMMISSIONS

7.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, and Area Government appointments.

There was no action for this item.

7.1 Capital Area Council of Governments General Assembly - 2 positions for appointment.

Motion by Mayor Snyder, second by Councilmember King, to have staff prepare a resolution to appoint Councilmember Morris and Councilmember Reynolds to the CAPCOG General Assembly. Motion passed 7:0.

7.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD, Fire Safety, CIP, DEIB).

HISD – did not meet.
Fire Safety – met and reviewed the three proposals provided by the City.
CIP – Mayor commented about staff meeting quarterly with the committee who would then make recommendations to the full Council.

8. PUBLIC HEARINGS AND RELATED ACTION

8.1 Conduct a public hearing and consider possible action on Resolution No. R-2026-181 to create the Public Improvement District for Hutto Gateway (Legal).

The public hearing opened at 7:54 PM. Bart Fowler – bond counsel, provided information for this item.

Motion by Mayor Snyder, second by Councilmember Morris, to adjourn the public hearing to November 19, 2026. Motion passed 7:0.

DRAFT

8.2 Conduct a public hearing and consider possible action on Ordinance No. O-2026-046 amending Chapter 18, Article 18.02, Division 2, of the Code of Ordinances, After-School Recreation Program Standards of Care; adopting standards of care for the City's recreation programs for elementary-age children; and providing for: Findings of Fact, Enactment, Repealer, Severability, Effective Date, and Proper Notice & Meeting. (Jeff White)

Jeff White, Parks and Recreation Director, provided information for this item. The public hearing opened at 7:58 PM and closed at 7:59 PM with no speakers.

Motion by Mayor Pro Tem Porterfield, second by Councilmember King, to approve the item as presented. Motion passed 7:0.

9. CONSENT AGENDA ITEMS

9.1 Consideration and possible action on Resolution No. R-2026-182 authorizing the City Manager to execute a Master Services Agreement with Freese and Nichols, Inc. for third-party construction inspection services as one of the most qualified respondents to the City's RFQ. (Kate Moriarty)

9.3 Consideration and possible action on Ordinance No. O-2026-047 amending the budget for fiscal year October 1, 2025 through September 30, 2026. (Alberta Barrett)

9.4 Consideration and possible action on Ordinance No. O-2026-048 adopting the FY 2027 fee schedule, Appendix A Fee Schedule. (Alberta Barrett)

9.5 Consideration and possible action on acceptance of the August 2026 financial report (Alberta Barrett)

9.7 Consideration and possible action on approving the following City Council meeting minutes: September 3, 2026 Work Session and September 3, 2026 Regular Meeting. (Laura Hallmark)

Motion by Mayor Pro Tem Porterfield, second by Councilmember King, to approve the items submitted on the Consent Agenda as noted above. Motion passed 7:0.

The following items were pulled for individual consideration:

9.2 Consideration and possible action on Ordinance No. O-2026-049 authorizing the notice and publication of the Joint Public Hearing of the Planning and Zoning Commission and City Council to be held on October 15, 2026 at 7:00 p.m. to consider recommendations and possible action

DRAFT

upon an ordinance repealing and replacing Article 16.02 of the Hutto City Code, the Unified Development Code of the City of Hutto, Texas. (Howard Koontz)

Howard Koontz, Director of Development Services, presented information for this item.

Motion by Mayor Snyder, second by Mayor Pro Tem Porterfield, to approve the item as presented. Motion passed 7:0.

9.6 Consider resolutions to submit to the TML Annual conference relating to allowing mixed beverage sales taxes to be included in Municipal Utility District Strategic Partnership Agreements; Amendments to Local Option Liquor state law to allow a city to call a Local Option Liquor Election; and beneficial amendments to state law relating to emergency services districts. (Legal)

Dottie Palumbo, Legal Counsel, provided information for this item.

Motion by Mayor Pro Tem Porterfield, second by Councilmember Morris, to approve the resolutions as presented:

R-2026-183 – requesting support for legislation amending chapter 43 of the Texas Local Government Code to allow the collection of mixed beverage sales taxes as a valid limited purpose for Limited Purpose Annexations under Strategic Partnership Agreements;
R-2026-184 – requesting support for legislation relating to beneficial amendments To Emergency Service District State Law;
R-2026-185 - requesting support for legislation relating to allowing a city to call a Local Option Election for newly annexed areas.
Motion passed 7:0.

10. OTHER BUSINESS

10.1 Discussion and Possible Action on Outside Agency Funding Awards for FY 2027. (Alberta Barrett)

Ms. Barrett provided information for this item.

Motion by Councilmember Zepeda, second by Councilmember Morris, to fund Hutto Resource Center for $75,000 and Sacred Heart for $11,443.

Mayor Snyder offered a friendly amendment, which was accepted, to add the statement, "revise what's been approved."

Motion, as amended, passed 6:1 (Porterfield).

DRAFT

10.2 Discussion and possible action regarding direction to staff to develop clear development and building standards specific to data centers in Hutto, including but not limited to water and energy use, cooling systems, site design and footprint, landscaping and screening, noise, utility infrastructure and substations, and other appropriate development requirements. (Councilmember Zepeda)

Councilmember Zepeda outlined reasoning for agenda item. Council discussion regarding development standards; what restrictions would be allowed to be put in place; keeping the SUP requirement in place; and a focus on outcomes – how much water is being used and noise levels. There was no further action on this item.

10.3 Discussion and possible action regarding establishing clear and defined community benefits and expectations associated with data center development in Hutto, beyond property tax revenue, and applicable to data center projects regardless of whether a Special Use Permit is required. (Councilmember Zepeda)

Councilmember Zepeda outlined reasoning for agenda item. Council discussion regarding level of power and water usage; collected fees could go towards the Park Improvement Fund or go toward offsetting environmental impact.

James Earp, City Manager, provided additional information, outlining if Council is in favor of creating development rules, legal could research and provide additional information at a future date. There was no further action on this item.

10.4 Discussion and possible action on Fiscal Year 2027 Hotel Occupancy Tax (HOT) Funding Applications. (David Amsler)

David Amsler, Assistant City Manager, provided information for this item.

Motion by Mayor Snyder, second by Councilmember Morris, to approve the funds as presented, minus requested funding for Old Tyme Days and to designate any funds that are collected this year get rolled into the General Fund for use next year. Motion passed 7:0.

11. EXECUTIVE SESSION

These items were taken out of order:

11.1 Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: e) Termination of Flock Group Inc. Master Services Agreement.

Speaker: Samuel Harbison

DRAFT

Police Chief Jeffrey Yarbrough provided information for this item. Assistant Chief Dwain Jones and Mr. Amsler provided additional information.

12.1 Consideration and possible action related to Executive Session agenda items, listed above.

Item 11.1.e: Motion by Mayor Snyder, second by Mayor Pro Tem Porterfield, to exercise the right to terminate the Flock Automatic License Plate Readers and any other cameras that are determined can be accessed outside of City staff.

Ms. Palumbo offered an amendment that authorizes the City Manager to send notice to Flock and pay any removal fee required. This amendment was accepted.

Motion, as amended, passed 7:0.

11.1 Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) The proposed Hutto Gateway Development Agreement, including related provisions and/or agreements for a Public Improvement District; b) Settlement Agreement and Release between the City of Hutto, and Surveying And Mapping, LLC; c) Hotel Occupancy Tax funds to improve the amphitheater in Adam Orgain Park; d) Sales Tax Sharing Interlocal Agreements and proposed Interlocal Agreement for Fire Services with the Williamson County Emergency Services District # 3; e) Termination of Flock Group Inc. Master Services Agreement.

11.2 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 551.087 (Economic Development Negotiations) related to pending economic development projects being considered by the Hutto Economic Development Corporation or the City of Hutto, including but not limited to: (a) Project Core; (b) Project Cottonwood Properties; (c) Project Orchard; (d) Project Maestro; and (e) Project 106 East St.

In Executive Session at 9:29 PM. Out at 10:09 PM, with the exception of 11.1.e.

12. ACTION RELATIVE TO EXECUTIVE SESSION

12.1 Consideration and possible action related to Executive Session agenda items, listed above.

Item 11.1.d: Motion by Councilmember Reynolds, second by Councilmember Morris, to post the audio to City website without personally identifiable information for all ESD sub-committee meetings. Motion passed 7:0.

DRAFT

Item 11.1.a: Motion by Mayor Snyder, second by Mayor Pro Tem Porterfield, to direct staff to send a letter to the County regarding annexation of the County roads within the Gateway proposed development. Motion passed 7:0.

Item 11.1.b: Motion by Mayor Snyder, second by Councilmember King, to approve the settlement agreement between the City of Hutto and Surveying and Mapping, LLC.

Ms. Palumbo offered an amendment, which was accepted, to authorize the City Manager to sign the agreement.

Motion, as amended, passed 7:0.

Item 11.1.c: Motion by Mayor Snyder, second by Councilmember King, to direct the City Attorney to draft a letter to the County Attorney that requests an Attorney General opinion on the use of Hotel Occupancy Tax funds to improve the amphitheater at the park. Motion passed 7:0.

13. CITY COUNCIL COMMENTS

13.1 General Comments from City Council

There were not comments.

13.2 Future Agenda Items

Reynolds – work with Councilmember Zepeda and staff regarding possible parks for the Brooklands neighborhood.

Snyder: Discussion and possible action to have the Santa Claus Crawl going to an outside agency.
Snyder: Direct staff to secure web address for the Hutto Fire Department.

14. ADJOURNMENT – 10:16 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

DRAFT

AGENDA ITEM REPORT
11.1.

To:	City Council
Subject:	Consideration and possible action directing staff to bring back an Ordinance adopting the Sign Code in the Code of Ordinances. (Legal)
Meeting:	Thursday, October 1, 2026
Department:	Legal /
Staff Contact:	Dottie Palumbo

ITEM SUMMARY:

Currently the sign ordinance is in the Unified Development Code, ("UDC").
City Staff is recommending placing the Sign Code in the Hutto Code of Ordinances.
Attached is the Sign Code taken from the Draft UDC with red highlights for sign provisions that are not in the current draft of the UDC. These are as follows:

1. Provisions for Tenant Signs - § 17.01.003.3 Lessor
2. § 17.01.005 EXEMPT SIGNS - (p) National Flags
3. §. 17.01.004. MASTER SIGN PLANS
4. ARTICLE 17.02 ADMINISTRATION
5. ARTICLE 17.03 NONCONFORMING SIGNS
6. ARTICLE 17.04 VIOLATIONS AND PENALATIES

STAFF RECOMMENDATION:

Provide further direction to staff to enable further action at a future meeting.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. Hutto Signs Chapter 17 Final Draft 10.1.26 Agenda

HUTTO CODE OF ORDINANCES

Chapter 17 SIGNS

ARTICLE 17.01. GENERAL PROVISIONS

§ 17.01.001 TITLE. This chapter shall be known as the “sign ordinance.”

§ 17.01.002 PURPOSE AND FINDINGS.

The purpose of this Section is to regulate signs of all types (temporary and permanent) in a manner that:

(a) Protects constitutional rights to free speech by providing ample opportunities for expression through signs, while avoiding content-based distinctions, and providing clear approval standards;

(b) Protects public health and safety by:

(1) Minimizing visual traffic hazards, distractions and obstructions for motorists, cyclists, and pedestrians, or signs causing confusion by virtue of visual similarity to traffic control signs;

(2) Reducing hazards caused by collapse, fire, collision, decay or abandonment;

(3) Not obstructing firefighting or police surveillance; and

(4) Encouraging the upgrading, updating, or removal of signs that are poorly maintained, or do not conform to this Section, and preventing signs that are potentially dangerous due to structural deficiencies and disrepair.

(c) Enhances the appearance and economic value of the landscape by providing that signs:

(1) Do not interfere with scenic views;

(2) Do not create a nuisance to persons using the public rights-of-way;

(3) Do not constitute a nuisance to occupancy of adjacent and contiguous property by their brightness, size, height, or movement; and

(4) Are not detrimental to land or property values.

(d) Promotes the community's appearance, character, quality, and business climate by encouraging signs that are attractive and functional for their intended purpose, and that are in scale and harmony with the development site and building(s) and with surrounding areas;

(e) Reduces and prevents visual clutter or potential deterioration of the community's appearance and attractiveness; and

(f) Implements the goals and policies of the City’s adopted planning policies by establishing uniform standards and procedures to regulate the size, type, number, design, placement, illumination, timeframe for display, and maintenance of signs.

§ 17.01.003 APPLICABILITY

This section applies in the following areas:

City of Hutto	Hutto extraterritorial jurisdiction (ETJ)
Yes	**Yes**

§ 17.01.003.1 Generally

(a) This Section applies everywhere within the City's corporate boundaries and its extraterritorial jurisdiction, except as specifically stated otherwise in this Section.

(b) This Section does not prohibit signs required by state or federal law and does not authorize signs that state or federal law prohibits.

(c) A person shall not erect, operate, display, or otherwise use any sign that this Section prohibits.

(d) A person shall not erect, operate, display, or otherwise use any sign at a time, place, or manner that this Section prohibits.

§ 17.01.003.2 Message Neutrality

(a) Despite any other provision of this Section, no sign is subject to any limitation based on the content of its message.

(b) Any sign authorized in this Section may contain any noncommercial copy or messages instead of a commercial or another noncommercial message.

§ 17.01.003.3 Lessors

For purposes of this chapter, the lessor of a property is considered the property owner as to the property if the lessor holds a right to use that exclusive of others (or the sole right to occupy). If there are multiple lessors of a property, then each lessor must have the same rights and duties as the property owner as to the property the lessor leases and that the lessor has the sole right to occupy, and the size of the property must be deemed to be the property that the lessor has the sole right to occupy under the lease. Written authorization from property owner to place signage onsite may be required.

§ 17.01.004 PROHIBITED SIGNS

The following signs and related objects are prohibited from being installed or publicly displayed at any location within the City's corporate boundaries and its extraterritorial jurisdiction, except as provided for within this Section, and if only after authorized issuance of a City-issued sign permit required by this Section.

(a) Moving and flashing signs, including signs that flash, revolve, rotate, swing, undulate or otherwise attract attention through the movement or flashing of lights, LEDs, or other parts, or through the impression of movement or flashing.

(b) Signs which employ a motion picture machine, or which display moving images, or images which give the impression of motion, including those using digital display.

(c) Signs which are of a size, location, movement, content, coloring, or manner of illumination, which may be confused with or construed as a traffic-control device or which hide from view any traffic or street sign or signal, or which obstruct the view in any direction at a street or road intersection.

(d) Signs placed on or affixed to vehicles, trailers, or equipment that are parked on a public right-of-way, public or private property so as to be visible from a public right-of-way where the apparent purpose is to direct people to another property.

(e) No person shall attach any sign, paper or other material to, or paint, stencil or write anything on, or otherwise mark on any sidewalk, curb, gutter, street utility pole, tree, public building or structure unless authorized by this Section or by the City Council or its delegated representatives. This prohibition does not apply to signs with a permitted license agreement by City Council.

(f) No person shall erect or allow to be erected any sign in, on or over public rights-of-way and easements, railroad right-of-way or designated fire lanes unless specifically exempted by this Section or unless erected under a valid, unexpired permit and a license agreement by City Council.

(g) No person shall paint a sign or attach a sign to the exterior of a fence or railing.

(h) No person shall hold, display, or wear a sign unless on private property and not in the right-of-way.

(i) Signs which do not comply with any applicable provision of a building code, electrical code or other applicable code or ordinance of the City.

(j) Messages displayed from searchlights.

(k) Signs that are in disrepair to the extent that the cost of repair would exceed 50% of the value of a similar sign if purchased new and signs in danger of falling or that are otherwise unsafe to the public.

(l) Signs that display multidimensional projections of diffracted light are prohibited.

(m) Signs that are located on or that interfere with the use of public sidewalks, required off-street parking areas, or vehicle maneuvering areas unless specifically regulated in this Section.

(n) A sign other than a traffic control sign or signal, in a sight visibility line as defined by the Division B, Section 14 of the Hutto Engineering Design Manual.

(o) Any unauthorized sign on or attached to a public streetlight, utility pole, hydrant, bridge, traffic-control device, street sign or other public structure or building, or any sign located in, on, over or within a public street, sidewalk, alley, easement or right-of-way.

(p) Signs (illuminated from within or without) that are illuminated in such a manner, to such intensity, or without shielding, so as to constitute a hazard to the operation of motor vehicles upon a street or substantially interfere with the reasonable enjoyment of property based on an illumination study.

(q) Signs located on private property without the consent of that property owner.

(r) Signs that use a revolving beam or beacon resembling any emergency vehicle or are located or illuminated in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal or device, or so as to prevent any traveler on any street from obtaining a clear view of approaching vehicles for a distance of at least two hundred fifty (250) feet along the street.

(s) Billboards unless approved by Planning and Zoning and City Council.

(t) All signs not expressly allowed, exempted, or permitted under this Section.

§ 17.01.005 EXEMPT SIGNS

The following signs and related objects are generally allowed to be erected and publicly displayed at any location within the City's corporate boundaries and its extraterritorial jurisdiction, except as otherwise specifically prescribed within this Section, and a city-issued sign permit is not required in order to erect and display any of the following signs unless specifically set forth in this Section. This Section shall not apply to:

(a) Any signs and signals properly authorized by law, signs authorized by statute or a state agency in accordance with the Texas Manual of Uniform Traffic Control Devices, and other traffic signals, public warnings, or legal notices provided that such objects are installed in a location and in a manner and condition required by federal or state statute, a state agency, or a City ordinance or authorized authority.

(b) Nonconforming signs and existing billboards as defined in the Unified Development Code.

(c) Signs required by governmental bodies or agencies having proper jurisdiction for a public purpose by law, statute or ordinance. This also includes any signs the City Council decides by ordinance or resolution to erect within its corporate boundaries, extraterritorial jurisdiction or any real property that it may own or control.

(d) Signs on vehicles, trailers, or equipment are exempted only to the extent such signs are incidental to the primary use of the vehicle, trailer, or equipment, provided that the vehicle, trailer, or equipment is in good mechanical repair and is not left in one place for more than seventy-two (72) hours without being moved.

(e) Signs erected by the City that direct vehicular and/or pedestrian traffic, which may display arrows, words, or other symbols to indicate directions of facilities.

(f) Address numerals and other similar information required to be maintained by law or governmental order, rule or regulation, provided that the size of the sign may not exceed the requirements of such law, order, rule or regulation.

(g) Signs contained within a walled, fenced, or secured property or area.

(h) Signs which are located in or adjacent to entrances or foyers.

(i) Signs erected by governmental bodies or agencies serving the public, that are less than thirty-two (32) square feet in area.

(j) Decorations, lights, pennants and similar devices on public property with the permission and under the supervision of the City.

(k) Seasonal lights and decorations customarily displayed during federally recognized holidays.

(l) Signs in plaza or public space structures located in the City's right-of-way, that are installed and maintained by the City or a contractor authorized by the City.

(m) Noncommercial message(s).

(n) Signs that are fully located within an enclosed building that are not observable from the exterior of that building.

(o) Public/private art or sculptures no more than four (4) feet in height, ten (10) feet in length, and three (3) feet in width, placed in a manner which does not obstruct pedestrian walkways, nor obstruct visibility at driveway entrances or street intersections, and located wholly on private property are exempt from the requirements of this Section (see Figure 17.01.005-1 which shows examples of exempt and non-exempt art and sculptures – top and bottom left images are exempt; bottom right image is not exempt). No such art or sculpture shall be located on public property or right-of-way without first receiving a right-of-way agreement or easement approved by City Council.

(p) National Flags.

Figure 17.01.005-1:Exempt and Non-Exempt Art and Sculptures

§ 17.01.006 COMPUTATIONS AND INTERPRETATIONS

§ 17.01.006.1 Sign Faces and Application. When a sign has multiple faces, the sign area shall be calculated as follows:

(a) One-Sided Sign

The area will be the area of the one face.

(b) Two-Sided Sign, Front and Back

The sign area is calculated separately for each side. The area of each side shall not exceed the maximum permitted sign area.

(c) Signs Faces on Different Planes of an Architectural Sign Structure

(1) Two (2) sign faces where the interior angle between the two (2) faces is forty-five (45) degrees or less. The sign area is calculated separately for each sign face. The maximum permitted sign area applies to each sign face.

(2) Two (2) sign faces where the interior angle between the two (2) faces is greater than forty-five (45) degrees. The sign area is the sum of the individual sign faces. The combined sign area of the two (2) faces shall not exceed the maximum permitted sign area.

(3) Where more than two (2) sign faces exist on a single architectural structure, the sign area is the sum of the individual sign faces. The combined sign area of the faces shall not exceed the maximum permitted sign area.

(d) All signs on a single supporting structure, that is not an architectural sign structure, shall be measured together as though they were one sign to determine the total sign area, except that signs separated by more than thirty-six (36) inches of air space at every point between the signs, and not separated by being located on different planes of an architectural sign structure, shall be measured separately and added together to determine the total effective area.

(e) Irregularly Shaped Signs

The sign area is the area enclosed by the smallest imaginary regular shape, or combination of shapes, which would fully contain all portions of the sign when rotated horizontally around the sign. Marquee signs are not considered freeform if information is only displayed on the front and back.

§ 17.01.006.2 Measurement

The measurement required for signs by this Section shall be made using the following procedures:

(a) Setback

To apply the setback provisions of this Section for signs at any one point, the following measuring procedure shall be used:

(1) Draw an imaginary vertical extending upwards from the curb-line of the premises;

(2) Beginning at any point on the vertical line, draw an imaginary horizontal line perpendicular to the vertical line and curb-line extending toward the premises; and

(3) Beginning at the point where the vertical line intersects the horizontal line, measure along the horizontal line for the required setback.

(b) Height

The maximum height of a sign mounted to the ground shall be determined by the method of measurement that allows the greater height, as follows:

(1) Curb-line Measurement

(A) Measure along a vertical line extended upward from the nearest curb-line of the public street fronting the premises where the sign is to be located, to the maximum height allowed for the sign.

(B) From that point, extend a horizontal line to where the sign is to be located.

(C) The horizontal line is the maximum height allowed at that location.

(2) Street Level Measurement

(A) Along elevated roadways, the height of a sign may be measured from the principal lane, the frontage road, or the ground, whichever allows the greatest height.

(B) At the highest point of the sign, draw a horizontal line to the outer extremities of the sign.

(C) At the center of the horizontal line, draw a vertical line to the street level (the level of the principal lane, the frontage road or the ground).

(D) The vertical line may not exceed the height allowed for a sign at that location for that particular district.

(3) Natural Ground Level Measurement

(A) At the highest point of the sign, draw a horizontal line to the outer extremities of the sign.

(B) At the center of the horizontal line, draw a vertical line to the natural ground level below (the “natural ground level” shall include any changes in typography necessary for development of the property).

(C) The vertical line may not exceed the height allowed for the sign at that location.

(c) Sign Area

(1) Sign area means the area enclosed by the smallest imaginary regular shape (e.g. parallelogram, triangle, circle, trapezoid) or combination of regular shapes that will encompass the extreme limits of the writing, representation, emblem, or other display, or combination thereof, together with any material or color forming an integral part of the display or used to differentiate the sign from the backdrop or structure against which it is placed.

(2) Sign area includes such features as decorative or ornamental elements or features, borders, trims, but not including the architectural enclosure or supporting structure which is used solely for support of the sign, such as poles columns and cables, pylons, or architectural enclosures.

§ 17.01.006.3 Sign Number Variables

Signs may be allocated by (note: this is not an inclusive list):

(a) Lot;

(b) Storefront;

(c) Entrance;

(d) Grounded Canopy;

(e) Window; or

(f) Building.

§ 17.01.007 SIGN FEATURES

Signs may incorporate the following features established below; however, these features shall only be allowed as established in the tables in Section 0 through Section 0.

§ 17.01.007.1 Illumination

(a) Generally

(1) A sign that is "illuminated" means any sign that incorporates illumination on or in the sign, or that directs illumination toward or over all or part of the sign, or that is created by the projection of illuminations onto a surface (such as a building wall).

(2) Permanent signs may be illuminated by static and continuous internal, external, and halo illumination configurations as indicated in the tables in Section 0 through Section 0. for each sign type. Figure 17.01.007-1 shows the various illumination configurations (from top left to bottom right: halo illumination, external illumination, external illumination, internal illumination).

Figure 17.01.007-1: Illumination Configurations

(3) Temporary signs shall not be illuminated.

(b) Standards

The standards below apply to all signs that are illuminated.

(1) Signs that are illuminated shall not operate at brightness levels of more than a half (0.5) foot-candles above ambient light conditions at the property line, as measured using a foot-candle meter. Illumination levels shall be measured in foot-candles with a meter sensor in a horizontal position at an approximate height of three feet above grade.

(2) Illumination shall not include animation, moving video, or flashing, scrolling, intermittent, moving lights, rotating beams or flashing beacon lights.

(3) Signs that are illuminated shall not be illuminated by flashing, intermittent, or moving lights, or lights that consist of an image projected upon a stationary object.

(4) The illumination source for a sign or building shall be shielded from view from any point on the ground by either an opaque or translucent material.

(5) Illumination shall comply with all applicable provisions of the City's Electrical Code.

(6) Signs with illumination in or within one hundred (100) feet of a residential area shall be reduced to fifty percent (50%) of the maximum brightness level allowed by this Section between the hours of 12:00 AM and 6:00 AM.

§ 17.01.007.2 Electronic Message Centers

(a) Generally

(1) A sign that incorporates an electronic message center (EMC) means a sign that displays a digital copy, including any illuminated sign on which the illumination is not kept stationary or constant in intensity and color when the sign is in use, including any light emitting diode (LED) or digital panel, and which varies in color or intensity (Figure 17.01.007-2 shows examples of signs that incorporate EMCs).

Figure 17.01.007-2: EMCs Signs

(2) Permanent signs may incorporate EMCs as indicated in the tables in Section 0 through Section 0. for each sign type.

(3) Temporary signs shall not incorporate EMCs.

(b) Standards

(1) Hold Time

(A) Each message on the sign shall be displayed for at least fifteen (15) seconds duration.

(B) Message changes shall be completed instantaneously and shall be imperceptible.

(2) Electronic Copy

(A) Signs incorporating EMCs shall only contain static messages changed exclusively by dissolve or fade transitions and shall not have movement or the appearance or optical illusion of movement during the static display period of any part of the sign.

(B) A static message shall not include any flashing or varying of light intensity, and the message shall not scroll.

(C) The change of message using dissolve or fade transition shall not exceed two (2) seconds of time between each message displayed on the sign.

(3) Brightness

(A) The intensity of the light source for an EMC shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare.

(B) An EMC shall not operate at brightness levels of more than 0.5 foot-candles above ambient light conditions at the property line, as measured using a foot-candle meter. Illumination levels shall be measured in foot-candles with a meter sensor in a horizontal position at an approximate height of three feet above grade.

(C) Prior to the issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed a half (0.5) foot-candles above ambient light and that the intensity level is protected from end-user manipulation by password-protected software or other method as deemed appropriate by the Director of Development Services.

(4) Light Sensing Device

Each digital sign shall have a light-sensing device that will adjust the brightness as ambient light conditions change.

(5) Technology

(A) The technology currently being deployed for EMCs is LED, but there may be alternate, preferred and superior technology available in the future.

(B) Any other technology that complies with the performance standards for EMCs, including the maximum brightness levels as stated above, is permitted.

(6) Automatic Shutoff

An EMC shall:

(A) Have automatic dimmer software or solar sensors to control brightness for nighttime viewing and variations in daytime ambient light.

(B) Include systems and monitoring to either turn the display off, show "full black" on the display, or include a default mechanism that freezes the sign in one position if a malfunction occurs, and

(C) Be designed so that a catastrophic power surge will cause the sign to go dark or to deploy the maximum brightness limitations, and

(D) Automatically adjust the intensity of its display according to natural ambient light conditions.

(7) Resolution

(A) EMC faces shall have a pixel pitch of no more than sixteen (16) millimeters.

(i) "Pixel pitch" means a measurement of the resolution of a digital display, in terms of the distance (generally in millimeters) between the center of a LED cluster (pixel) and the center of the next LED pixel.

(ii) A lower pixel pitch measurement indicates a higher display resolution.

(B) The requirements of Subsection (b)(1) above applies only to signs that are constructed, rebuilt or replaced after the effective date of the adoption of this Chapter.

(c) Maintenance

(1) The sign owner shall provide the Director of Development Services with the phone number and email address of a person who is available to be contacted at any time and who is able to turn off the EMC promptly after a malfunction occurs.

(2) The light modules on electronic message centers shall be repaired or replaced if they become broken, burned-out, or substantially dimmed.

§ 17.01.007.3 Changeable Copy

(a) Generally

Permanent signs may incorporate changeable copy as indicated in the tables in Section 0 through Section 0. for each sign type (Figure 17.01.007-3 shows examples of signs that incorporate changeable copies).

Figure 17.01.007-3: Changeable Copy Signs

(b) Standards

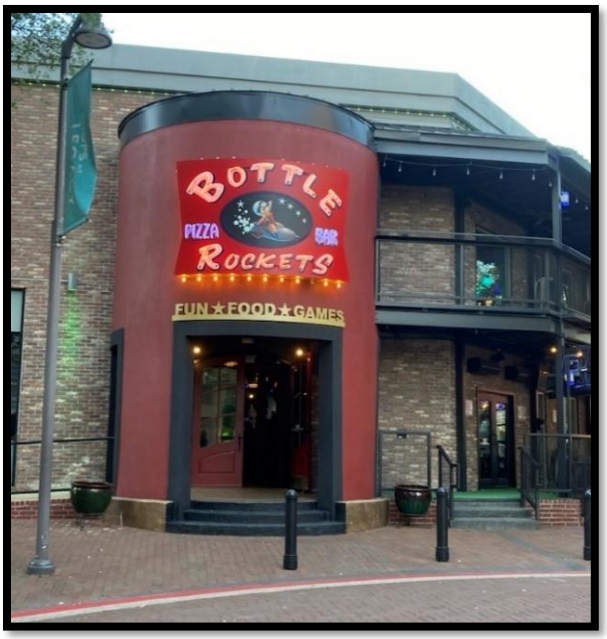
Changeable copies may be illuminated if the dimensions and standards allow illumination for the sign type in the district.

§ 17.01.007.4 Neon

(a) Generally

(1) Neon shall mean any sign that uses neon, argon, mercury or a similar gas to fill tubing, made of glass or similar material, which is charged with electricity and used to create an illuminated tubular sign or an illuminated decorative element(s) of a sign area. The tubing may contain an alternative illumination technology, such as, but not limited to, LEDs. Any nongaseous illumination technology, such as LEDs, shall produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology to be considered neon for the purposes of applicability of this Section (See Figure 17.01.007-4 as an example of a sign that uses neon).

Figure 17.01.007-4: Neon Signs



(2) Permanent signs may incorporate neon as indicated in the tables in Section 0 through Section 0. for each sign type.

(b) Standards

(1) The use of neon as a sign feature shall require review and approval by the Planning and Zoning Commission prior to approval of a sign permit based on the following factors:

(A) The neon uses colors that coordinate with the colors of the building and district in which it is located;

(B) The neon does not overwhelm or hide character-defining features of a building;

(C) The neon is placed and sized to reinforce the building's architecture and its surroundings; and

(D) The neon is placed at similar heights and façade locations as adjacent buildings or tenants to provide an integrated block appearance.

(2) All neon signs shall comply with Section 0 Illumination.

(3) The intensity of the neon lighting shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare.

(4) Change of illumination to produce apparent motion of the visual image on neon signs, such as changes in luminance in a sequential or radial manner to produce what appears to be movement of an element of the sign shall be prohibited. Flashing and physical movement of a sign and/or its elements are also prohibited.

(5) Signage that uses LED tubing or similar and has the appearance of neon is considered to be the same as neon if it produces a continuous lit appearance similar to neon lighting technology and does not create darker and/or shadowy spaces between individual LEDs that make the linear, illuminated image appear non-continuous.

§17.01.007.5 Hand-Applied Paint

(a) Generally

Permanent signs may incorporate hand-applied paint as indicated in the tables in Section 0 through Section 0. for each sign type (See Figure 17.01.007-5 as an example of signs that use hand-applied paint). Hand applied paint signs require approval by Planning and Zoning and City Council prior to being applied to buildings.

Figure 17.01.007-5: Hand-Applied Paint Signs

(b) Standards

Where allowed by Section 0 through Section 0, painted signs shall follow the same regulations as non-painted signs of the same type. For example, a hand painted wall sign shall simply be considered a wall sign for the purposes of applicability of this Section.

§ 17.01.008 SIGN TYPES

§17.01.008.1 Purpose

(1) This Section establishes the required standards for signs from the following sign categories and subcategories:

(A) Permanent signs.

(i) Freestanding signs;

(ii) Attached signs;

(iii) Incidental signs.

(B) Temporary sign.

(C) Special signs.

(2) This classification system provides flexibility for persons and businesses who display signs, avoids sign distinctions that depend on a sign's message, supports the communities' aesthetic goals, and avoids potential traffic hazards and clutter.

§17.01.008.2 Generally

This Section establishes standards for individual sign types. Subsections on each sign type addresses the following standards:

(1) Images or graphics that illustrate the sign type;

(2) A table summarizing the applicable sign standards, including:

(A) Text defining the sign type.

(B) If the sign type is allowed in the designated areas provided in the tables in Section 0 through Section 0.

(C) If a sign permit is required.

(D) The maximum number of signs of each type.

(E) Maximum sign dimensions, including:

(i) Sign area;

(ii) Height;

(iii) Location/setbacks;

(iv) Other requirements.

(F) If the sign features provided in Section 0. are allowed:

(i) Changeable copies;

(ii) Electronic message centers;

(iii) Illumination features;

(iv) Neon;

(v) Hand applied paint.

§ 17.01.009 SIGN TYPE CONVERSION

Table 17.01.009-1: Sign Type Conversion

Applicable			Previous
Sign Category	**Sign Subcategory**	**Sign Type**	**Sign Type**
Permanent	Freestanding	Monument Sign	Monument Sign
		Pole Sign	Pole Sign; Pylon Sign
		Subdivision Entry Sign	Development Sign
	Attached	Wall Sign	Wall Sign
		Canopy Sign	Canopy Sign; Awning Sign
		Grounded Canopy Sign	Canopy Sign
		Projecting Sign	Projecting Sign
		Hanging Sign	
		Marquee Sign	Attached Sign
		Window Sign	Window Sign
	Incidental	General Incidental Sign	Directional Sign
		Speaker Board	
Temporary		General Temporary	Garage Sale; Open House; Portable;
		Sidewalk Sign	A-frame Sign
		Banner	Banner
		Feather Sign	Banner
		Balloon	
Special		Mural	Mural
		Billboard	Billboard

§ 17.01.010 ALLOCATION SYSTEM

§ 17.01.010.1 Sign Districts

This Section regulates signs by location. This UDC regulates use, setbacks, building size, site design, and land use allowances by zoning districts. For the purposes of this Section, zoning districts and those areas within the City's ETJ are organized into sign districts to produce desirable sign outcomes. The sign districts are established in the table below.

Table 17.01.010-1: Sign Districts

Sign District	Zoning District
ARN	AR - Agriculture & Residential District
	R-1 - Legacy Single-Family District
	N-1 - Neighborhood Hamlet District
	PR - Public & Recreational District
NMH	N-2 - Neighborhood Village District
	N-2(H) Neighborhood Village District (Historic)
	MU-1 - Mixed-Use Community District
	N-3 - Neighborhood Town District
	H - Historic District Overlay
CGI	CC - Commerce Corridor District
	ID – Innovation District Overlay
	B - Business & Light Industrial District
	M - Manufacturing & Industrial District
MUR	MU-2 - Mixed Use Regional District
ETJ	ETJ – Extraterritorial Jurisdiction

§ 17.01.010.2 Sign Permit Requirements by Sign District

Applicable permitting requirements for each sign type shall be as provided in this Section and shall comply with the procedures established Section 17.02.001

§ 17.01.011 PERMANENT SIGNS

§ 17.01.011.1 Freestanding Signs

Freestanding signs are classified into one of the following sign types: monument signs, pole signs, or subdivision entry signs. Their associated regulations are established in this Section. A lot may have one freestanding sign, but not multiple unless specified elsewhere in this Section.

(a) Monument Signs

Figure 17.01.011-1: Monument Signs

(1) Generally

The following table establishes the standards for Monument Signs.

Table 17.01.011-1: Monument Sign Standards

Definition	A permanent, freestanding sign mounted to a solid base support at ground level with no open space between the bottom of the sign and the ground.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	NR	NR	✓	✓	NR
Permit Required?	✓	✓	✓	✓	✓
Number per Lot (max.)	1	1	1	1	1
Dimensions					
Sign Area (max.)					
Buildings < 50,000 sf	32 sf	40 sf	60 sf	40 sf	60 sf
Buildings ≥ 50,000 – 100,000 sf	48 sf	60 sf	80 sf	60 sf	80 sf

Buildings ≥ 100,000 sf	64 sf	80 sf	100 sf	80 sf	100 sf
Sign Height (max.)					
Buildings < 50,000 sf	6 ft	6 ft	10 ft	8 ft	8 ft
Buildings ≥ 50,000 – 100,000 sf	8 ft	8 ft	12 ft	10 ft	10 ft
Buildings ≥ 100,000 sf	10 ft	10 ft	15 ft	12 ft	12 ft
Setbacks (min.)					
From Front Property Line	5 ft	5 ft	5 ft	5 ft	5 ft
From Other Property Lines	5 ft	5 ft	5 ft	5 ft	5 ft
From Other Freestanding Signs	100 ft	100 ft	100 ft	100 ft	100 ft
Features					
Changeable Copy	NR	NR	✓	✓	✓
Electronic Message Center	✕	✕	✓	✓	✓
Illumination	NR	NR	✓	✓	✓
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Number

(A) This Subsection generally allows one (1) double-sided monument sign for each lot fronting a street for the districts shown in the table unless the lot fronts multiple streets, in which an additional monument sign is allowed for each street frontage.

(B) No monument sign is allowed on a lot without frontage on to a street.

(3) Multi-Tenant Allowances

(A) The maximum sign area for a monument sign on a lot with multiple tenants may be increased by twenty-five (25%).

(B) No monument sign on a lot with multiple tenants with an increased maximum sign area allowance shall be located within two hundred (200) feet of another monument sign or within five hundred (500) feet of a residential use.

(C) A monument sign on a lot with multiple tenants shall be set back at least fifteen (15) feet from the front property line.

(4) Design and Installation

(A) Any electrical service provided to a monument sign shall be underground.

(B) Monument signs shall be designed to withstand wind loads established by the Building Code.

(C) All monument signs shall be placed in concrete bases or footings.

(D) Monument signs shall be landscaped around the base of the sign in an area equal to three feet for each square foot of sign and base area.

(E) An individual monument sign shall contain at a minimum a three-foot masonry base around all sides of the sign.

(F) A monument sign may incorporate a changeable copy or an electronic message center based on the standards of Section 0 and the allowances established in the table above.

(b) Pole Signs

Figure 17.01.011-2: Pole Signs

(1) Generally

The following table establishes the standards for Pole Signs.

Table 17.01.011-2: Pole Sign Standards

Definition	A permanent, freestanding sign in which the sign face is mounted on one (1) or more poles/pillars and the base of the sign face is situated above the ground, leaving an open space between sign face and the ground.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✕	✓	✕	NR
Permit Required?	-	-	✓	-	✓
Number per Lot (max.)	-	-	1	-	1

Dimensions					
Sign Area (max.)					
Buildings < 50,000 sf	-	-	60 sf	-	60 sf
Buildings ≥ 50,000 – 100,000 sf	-	-	80 sf	-	80 sf
Buildings ≥ 100,000 sf	-	-	100 sf	-	100 sf
Sign Height (max.)					
Buildings < 50,000 sf	-	-	10 ft	-	8 ft
Buildings ≥ 50,000 – 100,000 sf	-	-	12 ft	-	10 ft
Buildings ≥ 100,000 sf	-	-	15 ft	-	12 ft
Setbacks (min.)					
From Front Property Line	-	-	10 ft	-	10 ft
From Other Property Lines	-	-	5 ft	-	10 ft
From Other Freestanding Signs	-	-	100 ft	-	100 ft
Features					
Changeable Copy	-	-	✓	-	✓
Electronic Message Center	-	-	✓	-	✓
Illumination	-	-	✓	-	✓
Neon	-	-	✕	-	✕
Hand-Applied Paint	-	-	✕	-	✕

(2) Number

(A) This Subsection allows one (1) double-sided pole sign for each lot fronting a street for the sign districts shown in the table unless the lot fronts multiple streets, in which an additional pole sign is allowed for each street frontage.

(B) No pole sign is allowed on a lot without frontage on to a street.

(3) Location

Pole signs are only allowed if:

(A) A lot abuts Interstate U.S. Highway 79 or State Highway 130.

(B) Located within a distance of one hundred (100) feet from the right-of-way line of the linear segment of that thoroughfare and situated so as to be viewed from that thoroughfare.

(4) Multi-Tenant Allowances

(A) The maximum sign area for a pole sign on a lot with multiple tenants may be increased by twenty-five (25%).

(B) No pole sign on a lot with multiple tenants with an increased maximum sign area allowance shall be located within two hundred (200) feet of another pole sign.

(C) No pole sign on a lot with multiple tenants with an increased maximum sign area allowance shall be located within five hundred (500) feet of a residential use.

(D) A pole sign on a lot with multiple tenants shall be set back at least fifteen (15) feet from the front property line.

(5) Design and Installation

(A) Any electrical service provided to a pole sign shall be underground.

(B) Pole signs shall be designed to withstand wind loads established by the Building Code.

(C) All pole signs shall be placed in concrete bases or footings.

(D) All pole signs shall be landscaped around the base of the sign in an area equal to three square feet for each square foot of sign area.

(E) Pole signs shall not have attached any guys or braces.

(F) A pole sign may incorporate a changeable copy or an electronic message center based on the standards of Section 0 and the allowances established in the table above.

(c) Subdivision Entry Signs

Figure 17.01.011-3: Subdivision Entry Signs

(1) Generally

The following table establishes the applicable standards for subdivision entry signs.

Table 17.01.011-3: Subdivision Entry Sign Standards

Definition	A subdivision entry sign is a permanent, freestanding monument sign located at the entry of a platted subdivision from a street.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✓	✓	✓	✓	✓
Permit Required?	✓	✓	✓	✓	✓
Dimensions					
Sign Area (max.)	60 sf	50 sf	80 sf	60 sf	60 sf
Sign Height (max.)	6 ft	5 ft	8 ft	6 ft	6 ft
Setbacks					
From Adjacent Residential Use (min.)	20 ft	20 ft	20 ft	20 ft	20 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕
Electronic Message Center	✕	✕	✕	✕	✕
Illumination	✓	✓	✓	✓	✓
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Number and Location

Two (2) subdivision entry signs may be located at the intersection of a street or private driveway and an entry into a subdivision. The signs shall be configured as follows:

(A) Two (2) signs with one (1) sign face each located on opposite sides of the street entry or private driveway;

(B) One (1) sign with two (2) faces located within a landscaped area dividing two (2) one-way street entries or private driveways; or

(C) One (1) sign located on one (1) side of the street entry or private driveway.

(3) Design and Installation

A subdivision entry sign shall:

(A) Be constructed with stone, brick, concrete, metal, routed wood planks or beams, or similar durable, weatherproof materials.

(B) Have a defined, bordered, landscaped area at the base of the sign.

(C) Provide a required landscaped area that:

(i) Is parallel to the face of the sign;

(ii) Is around the base of the sign equal to two feet for each square foot of sign and base area;

(iii) Is kept neat and weed-free; and

(iv) Contains living plant materials covering at least fifty percent (50%) of the defined landscaped area. Artificial plant materials are not authorized for use.

(v) For double-sided subdivision entry signs, the landscaped area shall be allocated so that a portion of the required landscaping is located in front of each sign face.

(D) When electrical service is provided to a subdivision entry sign, all electrical service shall be underground.

(E) Only use external illumination if providing sign lighting.

§ 17.01.011.2 Attached Signs

Attached signs are classified into one of the following sign types: wall signs, attached canopy signs, grounded canopy signs, projecting signs, hanging signs, window signs, and marquee signs. Their associated regulations are established in this Section.

(a) Generally

(1) Internally lit channel letters and halo lit letters are preferred for attached signs.

(2) Domed, bullnose and bubble-style awning signs, and internally illuminated box signs are prohibited as attached signs.

(3) Attached signs:

(A) Cannot overlap features such as cornices, eaves, window and door frames, columns and other decorative elements.

(B) Shall be placed at least three (3) ft from the vertical edge of a wall and other attached signs unless otherwise specified in this Section.

(C) Shall be placed entirely below the lowest point of a building's parapet wall, except signs on water towers and smokestacks.

(b) Wall Signs

Figure 17.01.011-4: Wall Signs

(a) Generally

The following table establishes the applicable standards for wall signs.

Table 17.01.011-4: Wall Sign Standards

Definition	A wall sign is a permanent, attached sign painted on or affixed to the wall or surface of a building or display surface which is parallel to the supporting surface**.**				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	NR	NR	✓	✓	NR
Permit Required?	✓	✓	✓	✓	✓
Dimensions					
Sign Area (max. % of wall)	20%	20%	15%	20%	15%
Vertical Clearance (min.)	8 ft	8 ft	8 ft	8 ft	8 ft
Sign Projection (max.)	1 ft	2 ft	1 ft	2 ft	2 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕

Electronic Message Center	✕	✕	✕	✕	✕
Illumination	NR	NR	✓	✓	NR
Neon	NR	NR	✓	✓	NR
Painted on Wall	NR	NR	✓	✓	NR

(1) Number

There is no limit to the amount of wall signs allowed on a building; however, in no instance shall the cumulative wall sign allowance exceed the requirements in the table.

(2) Design and Installation

A wall sign:

(A) Shall affix flush against the wall of the building or as flush as possible while allowing the plane of the face of the sign to remain perpendicular to the ground.

(B) Shall not cover more than eighty percent (80%) of the wall's width.

(C) The face of a wall sign cannot extend above the top surface of the face of the wall to which it is attached.

(c) Attached Canopy Signs

Figure 17.01.011-5: Attached Canopy Signs

(1) Generally

The following table establishes the applicable standards for attached canopy signs.

Table 17.01.011-5: Attached Canopy Sign Standards

Definition	An attached canopy sign is a permanent, attached sign painted, printed, attached, or otherwise applied to any facet of the covering or frame structure of an awning or attached structural canopy.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✕	✓	✓	NR
Permit Required?	-	-	✓	✓	✓
Dimensions					
Sign Area (cumulative max. per attached canopy)	-	-	100 sf	75 sf	100 sf
Sign Projection (max.)	-	-	1 ft	1 ft	1 ft
Features					
Changeable Copy	-	-	✓	✓	NR
Electronic Message Center	-	-	✓	✕	NR
Illumination	-	-	✓	✓	NR
Neon	-	-	✕	✕	✕
Hand-Applied Paint	-	-	✓	✓	NR

(2) Number

There is no limit to the amount of attached canopy signs allowed on an attached canopy or building; however, in no instance shall the cumulative attached canopy sign allowance exceed the requirements in Table 17.01.011-5.

(3) Design and Installation

(A) An attached canopy sign shall affix flush against the surface of the face of the attached canopy or as flush as possible while still allowing the plane of the face of the sign to remain perpendicular to the ground.

(B) The face of an attached canopy sign cannot extend above the top surface of the face of the awning or canopy to which it is attached.

(d) Grounded Canopy Signs

Figure 17.01.011-6: Grounded Canopy Signs

(1) Generally

The following table establishes the applicable standards for grounded canopy signs.

Table 17.01.011-6: Grounded Canopy Sign Standards

Definition	A grounded canopy sign is a permanent, attached sign that is affixed to a grounded canopy. A grounded canopy is a permanent structure that is structurally independent of a building affixed to the ground, that is of rigid construction, and over which a covering is attached that provides weather protection, identity, or decoration.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✕	✓	✓	NR
Permit Required?	-	-	✓	✓	✓
Dimensions					
Sign Area (cumulative max. per grounded canopy)	-	-	100 sf	75 sf	100 sf
Sign Projection (max.)	-	-	1 ft	1 ft	1 ft

Features					
Changeable Copy	-	-	✓	✓	NR
Electronic Message Center	-	-	✓	✕	NR
Illumination	-	-	✓	✓	NR
Neon	-	-	✕	✕	✕
Hand-Applied Paint	-	-	✕	✕	✕

(2) Number

There is no limit to the amount of grounded canopy signs allowed on a grounded canopy; however, in no instance shall the cumulative grounded canopy sign allowance exceed the requirements in the table.

(3) Design and Installation

(A) A grounded canopy sign shall affix flush against the surface of the face of the grounded canopy or as flush as possible while still allowing the plane of the face of the sign to remain perpendicular to the ground.

(B) The face of a grounded canopy sign cannot extend above the top surface of the face of the grounded canopy to which it is attached.

(e) Hanging Signs

Figure 17.01.011-7: Hanging Signs

(1) Generally

The following table establishes the applicable standards for hanging signs.

Table 17.01.011-7: Hanging Sign Standards

Definition	A hanging sign is a permanent, attached sign suspended/hanging from the underside of a canopy, awning, ceiling, marquee, roof overhang, a covered porch, or walkway.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	✕
Permit Required?	-	✓	✓	✓	-
Number per Storefront (max.)	-	1	1	1	-
Dimensions					
Sign Area (max.)	-	16 sf	12 sf	16 sf	-
Vertical Clearence (min.)	-	8 ft	8 ft	8 ft	-
Sign Projection (max.)	-	4 ft	2 ft	4 ft	-
Features					
Changeable Copy	-	✕	✕	✕	-
Electronic Message Center	-	✕	✕	✕	-
Illumination	-	NR	✓	✓	-
Neon	-	✕	✕	✕	-
Hand-Applied Paint	-	NR	✓	✓	-

(2) Design and Installation

(A) A hanging sign shall affix to the surface of the wall so that the face of the sign remains perpendicular to the ground.

(B) A hanging sign may encroach a maximum of three (3) feet over a public sidewalk but shall not encroach over any parking or travel lane.

(f) Marquee Signs

Figure 17.01.011-8: Marquee Signs

(1) Generally

The following table establishes the applicable standards for marquee signs.

Table 17.01.011-8: Marquee Sign Standards

Definition	A marquee sign is a permanent, attached sign affixed to a marquee. A marquee is a type of attached canopy that has a top surface that is sloped less than twenty-five (25) degrees from the horizontal, is located less than ten (10) feet above the top of an operable exterior doorway, and frequently includes panels for changeable copy				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	✓
Permit Required?	-	✓	✓	✓	✓
Number per Building/Storefront (max.)	-	1	1	1	1
Dimensions					
Sign Area (max. % of wall)	-	20%	20%	30%	30%

Vertical Clearence (min.)	-	8 ft	8 ft	8 ft	8 ft
Sign Projection (max.)	-	6 ft	6 ft	8 ft	8 ft
Features					
Changeable Copy	-	✓	✓	✓	✓
Electronic Message Center	-	✕	✕	✕	✕
Illumination	-	✓	✓	✓	✓
Neon	-	✓	✓	✓	✓
Hand-Applied Paint	-	✕	✕	✕	✕

(2) Design and Installation

A marquee sign:

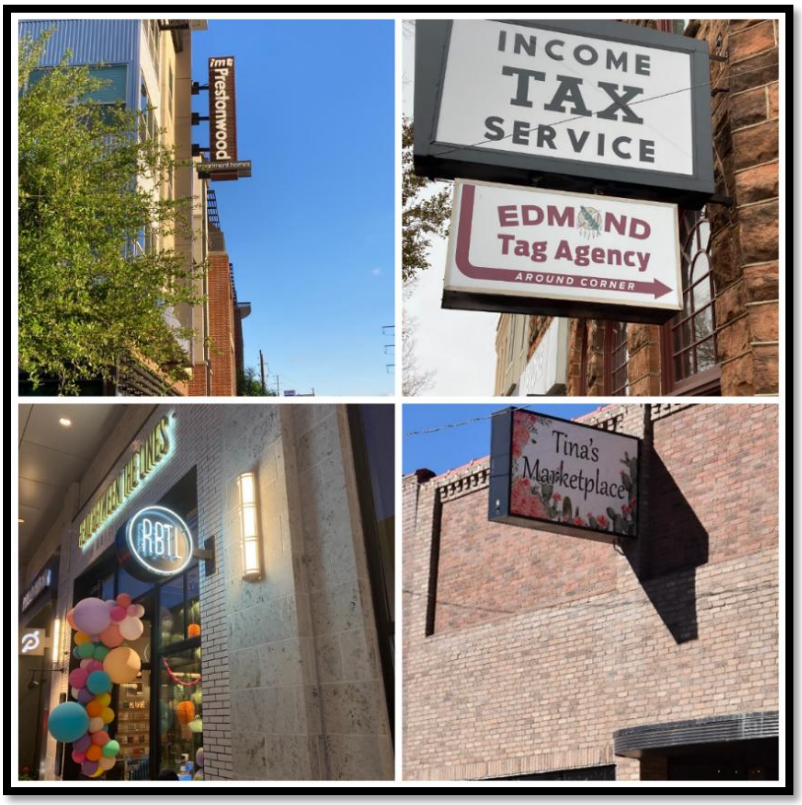
(A) Shall be located above the primary public entrance(s) of a building or storefront.

(B) May extend the full length of the building façade but shall not extend above the wall to which it is attached.

(C) May project over a sidewalk but shall not project above a street.

(g) Projecting Signs

Figure 17.01.011-9: Projecting Signs



(1) Generally

The following table establishes the applicable standards for projecting signs.

Table 17.01.011-9: Projecting Sign Standards

Definition	A projecting sign is a permanent, attached sign type that is affixed to and projects a foot or more from the wall of a building and is generally perpendicular to the building façade.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	✕
Permit Required?	-	✓	✓	✓	-
Number per Building/Storefront (max.)	-	1	1	1	-
Dimensions					
Sign Area (max.)	-	30 sf	40 sf	40 sf	-
Vertical Clearence (min.)	-	8 ft	8 ft	8 ft	-
Sign Projection (max.)	-	6 ft	6 ft	6 ft	-
Features					
Changeable Copy	-	✕	✕	✕	-
Electronic Message Center	-	✕	✕	✕	-
Illumination	-	NR	✓	✓	-
Neon	-	NR	✓	✓	-
Hand-Applied Paint	-	NR	✓	✓	-

(2) Design and Installation

A projecting sign:

(A) Shall affix to the surface of the wall so that the face of the sign remains perpendicular to the ground.

(B) Shall not extend above the top of the wall to which it is attached.

(C) Shall be located above the canopy line.

(h) Window Signs

Figure 17.01.011-10: Window Signs

(1) Generally

The following table establishes the applicable standards for window signs.

Table 17.01.011-10: Window Sign Standards

Definition	A window sign is a sign posted, printed, placed, or affixed to a window or glass door. A window sign includes any sign that is located inside a building, that is three feet or less from a window or glass door, and that is clearly visible from outside the building.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	✕
Permit Required?	-	📦	📦	📦	-
Dimensions					
Sign Area (max. % of window/door)	-	25%	25%	25%	-
Features					
Changeable Copy	-	✕	✕	✕	-
Electronic Message Center	-	✕	✕	✕	-

Illumination	-	NR	NR	NR	-
Neon	-	NR	NR	NR	-
Hand-Applied Paint	-	NR	✓	✓	-

(2) Design and Installation

(A) Window signs shall not obscure visibility into the building.

(B) No fluorescent materials shall be used for window signs.

(C) Window signs are only permitted on the first story of the building.

(D) Temporary window signs as allowed by the ordinance are exempt from the maximum area limitation.

(E) Mannequins and storefront displays of merchandise sold are not considered window signs.

(F) Interior directory signage identifying shopping aisles and merchandise display areas shall also be exempt from the window sign limitation.

§ 17.01.011.3 Incidental Signs

Incidental signs are classified into one of the following sign types: general incidental signs or speaker boards. Their associated regulations are established in this Section. A building or lot may have multiple incidental signs as allowed in this Section.

(i) General Incidental Signs

Figure 17.01.011-41: General Incidental Signs

(1) Generally

The following table establishes the applicable standards for general incidental signs.

Table 17.01.011-11: General Incidental Sign Standards

Definition	A general incidental sign is a small permanent sign, other than a speaker board, that is freestanding or attached to a building that is in addition to the primary sign types for the property, such as detached signs and attached signs, and that has a height and scale that is clearly subordinate to the primary sign types allowed for the property. Examples of typical general incidental signs include house numbers, occupant directories, property or tenant identification names or numbers, wayfinding signs, and directional signs, and signs warning the public against trespassing or danger from animals. The list of examples is not exhaustive and is provided to clarify the regulations and does not limit the content of general incidental signs. The City will not review the content of general incidental signs.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					

Allowed?	NR	NR	✓	✓	NR
Permit Required?	✓	✓	✓	✓	✓
Dimensions					
Sign Area (cumulative max per lot)	20 sf	20 sf	40 sf	50 sf	50 sf
Sign Area (max. per incidental sign)	4 sf	4 sf	6 sf	8 sf	8 sf
Sign Height (max. per incidental sign)	4 ft	4 ft	4 ft	4 ft	4 ft
Setbacks (min.)					
From Front Property Line	5 ft	5 ft	5 ft	10 ft	10 ft
From Other Property Lines	5 ft	5 ft	5 ft	10 ft	10 ft
From Other Freestanding Signs	10 ft	10 ft	10 ft	10 ft	10 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕
Electronic Message Center	✕	✕	✕	✕	✕
Illumination	✕	NR	NR	NR	✕
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Number

There is no overall limit to the number of general incidental signs allowed on a property; however, in no instance shall the cumulative general incidental sign allowance exceed the requirements in the table, unless specified otherwise in this Subsection.

(3) Design and Installation

(A) Vertical clearance and setback requirements for general incidental signs shall conform to the requirements for the similar primary sign type (i.e. wall sign, window sign, monument sign) as those requirements are defined in this Section.

(B) The face of a general incidental sign cannot extend above the top surface of the face of the wall or structure to which it is attached.

(C) An attached incidental sign shall affix flush against the wall of the building in which it is located.

(D) A detached incidental sign shall have an enclosed base and be securely and firmly embedded in the ground.

(E) Incidental signs constructed in conjunction with monument and pole signs shall be consistent with the building elements and materials of those established on the same lot and within the development.

(j) Speaker Boards

Figure 17.01.011-12: Speaker Board Signs

(1) Generally

The following table establishes the applicable standards for speaker board signs.

Table 17.01.011-12: Speaker Board Sign Standards

Definition	A speaker board is a professionally constructed and installed sign made of a durable, weather-resistant product such as metal or high-density plastic and may include a two-way speaker system for ordering from a vehicle in a drive-thru lane provided the volume of the speaker does not exceed ambient noise conditions as measured at the property line.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	NR
Permit Required?	-	✓	✓	✓	✓
Dimensions					
Sign Area (cumulative max. per lot)	-	36 sf	50 sf	70 sf	36 sf
Sign Height (max.)	-	6 ft	6 ft	6 ft	6 ft
Setbacks (min.)					
From Front Property Line	-	10 ft	10 ft	10 ft	10 ft

From Other Property Lines	-	10 ft	10 ft	10 ft	10 ft
From Single-Family Residence	-	100 ft	100 ft	100 ft	100 ft
Features					
Changeable Copy	-	✓	✓	✓	✓
Electronic Message Center	-	✕	✓	✓	✕
Illumination	-	✓	✓	✓	✓
Neon	-	✕	✕	✕	✕
Hand-Applied Paint	-	✕	✕	✕	✕

(2) Number

There is no overall limit to the number of speaker boards allowed on a property; however, in no instance shall the cumulative speaker board allowance exceed the requirements in the table, unless specified otherwise in this Subsection.

(3) Design and Installation

(A) A speaker board shall provide no more than three (3) feet and no less than eighteen (18) inches of horizontal separation from the curb or edge of the driveway the speaker board faces.

(B) Speaker boards shall provide a minimum landscaped area of two (2) square feet per one (1) square foot of sign area abutting the sign base. In cases where the location of the sign could not accommodate such landscape area, the area may be reduced up to twenty-five percent (25%) at the Director of Development Services discretion.

§ 17.01.012 TEMPORARY SIGNS

Temporary signs are classified into one of the following sign types: general temporary signs, sidewalk signs, attached banners, detached banners, feather signs, or balloon signs. Their associated regulations are established in this Section. A building or lot may have multiple temporary signs as allowed in this Section. A temporary sign shall not be used as a placeholder for detached and attached signs unless specified elsewhere in this Article.

(a) General Temporary Signs

Figure 17.01.012-1 Temporary Sign

(1) Generally

The following table establishes the applicable standards for general temporary signs not specified elsewhere in Section 0.

Table 17.01.012-1: General Temporary Sign Standards

Definition	A general temporary sign is a sign constructed of cloth, canvas, light fabric, cardboard, wood, wallboard, metal, or other light materials, with or without frames, which is intended to be displayed for a limited period of time only. Examples of typical general temporary signs include public demonstrations, grand opening signs, contractor signs, real estate signs, garage sale signs, and signs that announce an event such as a carnival, circus, or similar event. The list of examples is not exhaustive and is provided to clarify the regulations and does not limit the content of general temporary signs. The City will not review the content of general temporary signs.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✓	✓	✓	✓	✓

Permit Required?	✕	✕	✓	✓	✓
Number per lot (max.)	2	2	4	4	4
Dimensions					
Sign Area (max. per sign)	24 sf	24 sf	40 sf	40 sf	40 sf
Sign Height (max.)	6 ft	6 ft	6 ft	6 ft	6 ft
Setbacks (min.)					
From Front Property Line	10 ft	10 ft	10 ft	10 ft	10 ft
From Other Property Lines	10 ft	10 ft	10 ft	10 ft	10 ft
From Single-Family Residence	100 ft	100 ft	100 ft	100 ft	100 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕
Electronic Message Center	✕	✕	✕	✕	✕
Illumination	✕	✕	✕	✕	✕
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Duration

A general temporary sign may be displayed for:

(A) Ninety (90) consecutive days over one calendar year, or

(B) Thirty (30) consecutive days three times during a calendar year, with each thirty (30) day period separated by at least fourteen (14) calendar days.

(3) Design and Installation

(A) A detached general temporary sign shall be securely and firmly embedded in or on the ground.

(B) A detached general temporary sign shall not use sandbags or other weighted objects to secure the sign to or in the ground.

(C) A general temporary sign shall not use an adhesive (tape, glue, etc.) to affix the sign to any surface.

(b) Sidewalk Signs

Figure 17.01.012-2: Sidewalk Signs

(1) Generally

The following table establishes the applicable standards for Sidewalk signs.

Table 17.01.012-2: Sidewalk Sign Standards

Definition	A sidewalk sign is a temporary and portable sign that is ordinarily in the shape of an "A" or inverted "T" with back-to-back sign faces, an easel, or a similar configuration to be located on a sidewalk or walkway.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	NR
Permit Required?	-	✕	✕	✕	✕
Number per tenant/storefront (max.)	-	1	1	1	1
Dimensions					
Sign Area (max. per sign)	-	6 sf	6 sf	6 sf	6 sf
Sign Height (max.)	-	3 ft	3 ft	3 ft	3 ft
Sign Width (max.)	-	30 in	30 in	30 in	30 in
Setbacks (min.)					
From Another Sidewalk Sign	-	5 ft	5 ft	20 ft	20 ft

Sidewalk/Walkway Clearance	-	5 ft	5 ft	5 ft	5 ft
Features					
Changeable Copy	-	NR	✓	✓	NR
Electronic Message Center	-	✕	✕	✕	✕
Illumination	-	✕	✕	✕	✕
Neon	-	✕	✕	✕	✕
Hand-Applied Paint	-	✓	✓	✓	✓

(2) Duration

All sidewalk signs shall only be displayed during a use's business hours.

(3) Design and Installation

(A) Sidewalk signs are not allowed in planter beds.

(B) Sidewalk signs are allowed only where a building is within a build-to-zone or maximum setback, or where a front facade that includes an entryway open to the general public during normal business hours is within ten (10) feet of the edge of a public sidewalk.

(C) Sidewalk signs shall leave a minimum, unobstructed sidewalk clearance as provided in the table or as otherwise required by the ADA and City fire code requirements, whichever is greater.

(D) Sidewalk signs shall have no permanent attachments to the sidewalk.

(E) Sidewalk signs shall be composed of wood, medium-density fiberboard, metal (iron or steel) frames, or other materials with equivalent weight and density. Sidewalk signs shall not be composed of plastic or similar materials.

(F) The sign face of a sidewalk sign may include a chalkboard or dry-erase board.

(c) Banners

Figure 17.01.012-3: Attached Banner Signs

(1) Generally

The following table establishes the applicable standards for attached banners.

Table 17.01.012-3: Banner Standards

Definition	A banner is a temporary sign made of fabric, cloth, bunting, plastic, paper, or any other non-rigid material with no enclosing framework that is attached, mounted, tied, or otherwise placed on a building or pole attached to a building or on a frame or poles detached from the building. This definition does not include flags, pennants, feather signs, or streamers.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	NR	NR	✓	✓	✓
Permit Required?	✓	✓	✓	✓	✓
Number per Lot (max.)	1	1	1	1	1
Dimensions					
Banner Area (max.)	32 sf	32 sf	48 sf	64 sf	64 sf
Sign Height (max.)	4 ft	4 ft	4 ft	6 ft	6 ft
Setbacks (min.)					
From Front Property Line	10 ft	10 ft	10 ft	10 ft	10 ft
From Adjacent Property Line	10 ft	10 ft	10 ft	10 ft	10 ft
From Another Banner	20 ft	20 ft	20 ft	20 ft	20 ft

From Another Sign	5 ft	5 ft	5 ft	5 ft	5 ft
Features					
Changeable Copy	✕	✕	✕	✕	✕
Electronic Message Center	✕	✕	✕	✕	✕
Illumination	✕	✕	✕	✕	✕
Neon	✕	✕	✕	✕	✕
Hand-Applied Paint	✕	✕	✕	✕	✕

(2) Duration

All banners shall meet the requirements for General Temporary Signs as established in 10.301.1.1(a) above.

(3) Design and Installation

(A) Banner may be allowed for each tenant if placed on a multi-tenant building but shall not exceed the maximum total banner area for the building.

(B) Banners shall not be attached to any window, door, or other sign.

(C) Banners shall not use an adhesive (tape, glue, etc.) to affix the attached banner to any surface.

(d) Feather Signs

Figure 17.01.012-4: Feather Signs

(1) Generally

The following table establishes the applicable standards for feather signs.

Table 17.01.012-4: Feather Sign Standards

Definition	A feather sign is a temporary, freestanding sign made of flexible material in the shape of a feather, quill, sail, blade, or teardrop, and mounted on a solid or flexible pole or cord that affixes to the ground.				
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	NR	✓	✓	✓
Permit Required?	-	✓	✓	✓	✓
Number per Lot (max.)	-	2	2	3	3
Dimensions					
Feather Sign Area (max. per sign)	-	-	12 sf	20 sf	20 sf
Sign Height (max.)	-	-	12 ft	14 ft	14 ft
Setbacks (min.)					
From Front Property Line	-	-	10 ft	10 ft	10 ft
From Adjacent Property Line	-	-	10 ft	10 ft	10 ft
From Another Detached Banner	-	-	20 ft	20 ft	20 ft
From Another Detached Sign	-	-	5 ft	5 ft	5 ft
Features					
Changeable Copy	-	-	✕	✕	✕
Electronic Message Center	-	-	✕	✕	✕
Illumination	-	-	✕	✕	✕
Neon	-	-	✕	✕	✕
Hand-Applied Paint	-	-	✕	✕	✕

(2) Duration

All feather signs shall meet the requirements for General Temporary Signs as established in Section 10.301.1.1(a) above.

(3) Design and Installation

(A) A feather sign may be allowed for each tenant if placed on a multi-tenant building but shall not exceed the maximum total banner area for the building.

(B) Feather signs shall not be attached to any building, window, door, or other sign.

(e) Balloon Signs

Figure 17.01.012-5: Balloon Signs

(1) Generally

The following table establishes the applicable standards for balloon signs.

Table 17.01.012-5: Balloon Sign Standards

Definition	A balloon sign is a temporary sign either as an individual or grouping of inflatable devices, at least three feet in height or width, with or without a specific message, figures or designs attached to its surface, used or intended to be used to attract attention. An Inflatable Device is type of balloon sign that is a cold air inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure, and equipped with a portable blower motor that provides a constant flow of air into the device. Inflatable devices are restrained, attached, or held in place by a cord, rope, cable, or similar method. Inflatable devices shall be included in the definition of Balloon Sign for the purposes of this Section. Balloons that do not meet the definitions in this Section are not regulated under this Section.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✕	NR	NR	NR
Permit Required?	-	-	✓	✓	✓
Number per tenant/storefront (max.)	-	-	1	1	1
Dimensions					
Sign Height (max.)	-	-	-	15 ft	15 ft

Setbacks (min.)					
From Front Property Line	-	-	-	15 ft	15 ft
From Adjacent Property Line	-	-	-	15 ft	15 ft
From Another Balloon Sign	-	-	-	20 ft	20 ft
From Another Detached Sign	-	-	-	20 ft	20 ft
Features					
Changeable Copy	-	-	-	✕	✕
Electronic Message Center	-	-	-	✕	✕
Illumination	-	-	-	✕	✕
Neon	-	-	-	✕	✕
Hand-Applied Paint	-	-	-	✕	✕

(2) Duration

All balloon signs meet the requirements for General Temporary Signs as established in Section 10.301.1.1(a) above.

§ 17.01.013 SPECIAL SIGNS

(a) Murals

Figure 17.01.013-1: Mural Signs

(1) Generally

The following table establishes the applicable standards for murals.

Table 17.01.013-1: Mural Standards

Definition	A mural is a hand-produced work in which paint is applied by hand directly on an exterior wall of a building or structure. A mural does not include: • Mechanically produced or computer-generated prints or images, including digitally printed vinyl sheets and wraps;

	• Works containing electrical or mechanical components; or • Works that involve changing or moving images or components.				
Key	✓= yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply				
Sign District → Requirement ↓	**ARN**	**NMH**	**CGI**	**MUR**	**ETJ**
General					
Allowed?	✕	✓	✓	✓	✕
Permit Required?	-	✓	✓	✓	-
Number per Building/Storefront (max.)	-	1	1	1	-
Dimensions					
Sign Area (max. % of wall)	-	85%	85%	85%	-
Features					
Changeable Copy	-	✕	✕	✕	-
Electronic Message Center	-	✕	✕	✕	-
Illumination	-	✓	✓	✓	-
Neon	-	✕	✕	✕	-
Hand-Applied Paint	-	✓	✓	✓	-

(2) Number

One mural may be displayed on a building in addition to other signs allowed in this Section.

(3) Design and Installation

A mural may be illuminated but shall only use external illumination methods.

(4) Additional Allowances

(A) Due to murals providing unique design elements, all murals require approval from the City Council based on the criteria in this Subsection, Table Mural Standards, and the requirements, below.

(B) In its review of proposed murals located in other sign districts, the City Council will review the proposed mural based on the following factors:

(i) The mural uses durable, exterior grade paints and materials and weatherproof and ultraviolet-protective coatings;

(ii) The mural uses colors that coordinate with the colors of the building;

(iii) The mural is directed at and scaled to pedestrians;

(iv) The mural does not overwhelm or hide character-defining features of a building;

(v) The mural is placed and sized to reinforce the building's architecture and its surroundings;

(vi) The mural is placed at similar heights and façade locations as adjacent buildings or tenants to provide an integrated block appearance.

§. 17.01.004. MASTER SIGN PLANS

(a) An applicant that seeks approval of a master sign plan must file a request for a master sign plan with the Director of Development Services along with a sign permit fee, as stated in the city's most recent fee schedule. The Director of Development Services will indicate what documentation the responsible party must provide in support of the request.

(b) Once the necessary documentation has been provided to the Director of Development Services, the Director of Development Services may administratively deny or approve the master sign plan, with or without conditions.

(c) The Director of Development Services may determine to present the master sign plan to the Planning and Zoning Commission for approval or denial in lieu of administrative approval.

(d) If the Applicant disagrees with a decision of the Director of Development Services to deny a master sign plan, or disagrees with the conditions placed on a master sign plan by the Director of Development Services, the responsible party may submit a written request that the Planning and Zoning Commission review the master sign plan request, the supporting documents, and the Director of Development Services' decision. The Planning and Zoning Commission can affirm, reverse, or modify the decision of the Director of Development Services.

(e) An Applicant can appeal to the city council who has final authority to approve a master sign plan or conditions on a master sign plan.

(f) A master sign plan ordinance can modify variance procedures for specific property.

(g) Any application for a master sign plan shall be accompanied by fees for each sign and variance requested within the master sign plan. In addition, the master sign plan fee or master sign plan ordinance fee, dependent on application type, must be paid for each master sign plan or master sign plan ordinance.

§.17.01.005. PROCEDURE FOR VARIANCES TO MASTER SIGN PLANS

(a) A responsible party that wants a variance from a master sign plan adopted under this chapter must file a request for variance with the Director of Development Services along with a variance fee, as stated in the city's most recent fee schedule. The Director of Development Services will indicate what documentation the responsible party must provide in support of the request.

(b) Once the necessary documentation has been provided to the Director of Development Services, the Director of Development Services may administratively deny or approve a variance, with or without conditions, from an adopted master sign plan if the change is related to:

(1) Change the location of the sign within the area designated by the master sign plan;

(2) Change the location of the sign within the right-of-way or into the right-of-way so long as a license agreement is presented and approved by the Director of Development Services;

(3) Change illumination of the sign so long as the illumination complies with article 24.06: Outdoor lighting ordinance;

(4) Change of sign face so long as the size of the sign face is not increased;

(5) Change in number of panels or size of panels on a monument sign so long as total size of sign face is not increased; or

(6) Change in letter size or line number so long as total size of sign face is not increased.

(c) Administrative approval is not allowed and variance procedures in section 17.02.001 shall be followed if:

(1) Additional signs are requested;

(2) Increase in the size of the sign is requested;

(3) Change in sign type is requested;

(4) Increase in the height of the sign is requested; or

(5) The Director of Development Services determines the variance request shall be reviewed in the regular variance process.

(d) If the responsible party disagrees with a decision of the Director of Development Services to deny a variance request, or disagrees with the conditions placed on a grant of a variance by the Director of Development Services, the responsible party may submit a written request that the city council review the variance request, the supporting documents, and the Director of Development Services' decision. The city council can affirm, reverse, or modify the decision of the Director of Development Services.

(e) The city council has final authority to approve a variance or conditions on a variance.

(f) A master sign plan ordinance can modify variance procedures for a specific property.

ARTICLE 17.02 ADMINISTRATION

§ 17.02.001. PERMIT REQUIRED

Applications for a sign permit must be filed with the Development Services department and will be processed by the Director of Development Services or designee.

(1) Requirements. Except as otherwise provided for herein, no sign shall be erected, posted, painted, or otherwise produced, changed, refaced, remodeled, or reconstructed, in whole or in part, within the city limits and ETJ of the city without first obtaining a permit.

(A) Applications. Application for a permit required by this Chapter shall be made as required by the Development Services department. The application for sign permits shall contain all information, drawings, and specifications necessary to fully advise the Director of Development Services of the type, size, shape, location, zoning district if within city limits, construction, and materials of the proposed sign and the building structure or premises upon which it is to be placed. Drawings shall also show all existing signs on the property. An application is not considered complete until all necessary information listed in this Chapter are provided with the application.

(B) Application for permit. An application for a sign permit must be filed with the Development Services department. An application for any sign must state the date when the applicant intends to erect the sign.

(C) Proof of property interest. All applicants must provide sufficient proof, to be determined by the Development Services department, showing a real property ownership interest in the property on which the sign will be located or sufficient proof of authorization from the real property owner for sign placement on the property.

(D) Refacing permit for refacing, remodeling, or repainting sign. A permit is required for anything more than routine maintenance that results in refacing, remodeling, or repainting a sign. The permit fee shall be as listed in the fee schedule. A refacing permit is only available if: (i) the size of the face remains the same; and (ii) the sign is compliant with the outdoor lighting ordinance.

(2) An application shall include:

(A) Name, address, and telephone number of the owner and applicant (if different from owner) of the sign;

(B) Name, address, and telephone number of lessor, if any, sponsoring the sign, if any;

(C) Name, address, and telephone number of the contractor, if any and different from the owner, installing the sign;

(D) Physical address and legal description of the property where the sign is to be installed;

(E) Zoning district, if in city limits, or use if in ETJ, in which the proposed sign will be located;

(F) Any variance that will be requested or has been approved, if variances will be required but have not been previously approved, a separate variance application shall be submitted simultaneously;

(G) An illustration or photograph including the location, appearance, and dimensions of the proposed sign;

(H) An illustration or photograph of the position of the sign on a building or on the ground in plain view, drawn to scale, and elevation views, drawn to scale;

(I) If required by the Director of Development Services, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction and in any amount required by this Chapter or by the building code or other laws adopted by the city; and

(J) An application is not considered complete unless all the above information is provided with the application.

(3) The Development Services department shall promptly process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application within 21 calendar days after receipt or within seven days if the sign requested is a real estate sign. Any application that complies with all provisions of this article, the zoning ordinance, the building code, the lighting ordinance, and other applicable laws, regulations, and ordinances shall be approved after plan reviews and inspection of the site, if needed.

(A) If the application is rejected, the Development Services department shall provide in writing a list of the reasons for the rejection. An application shall be rejected for noncompliance with the terms of this Chapter, the zoning ordinance, building code, or other applicable laws, regulations, or ordinances.

(B) The Development Services department shall approve or reject the application as soon as practical after the 21-day deadline. A new 21-day deadline begins at each submission.

(4) Permit fee. A non-refundable fee as set forth in the City of Hutto Fee Schedule adopted by the city council shall accompany all sign permit applications. A reapplication fee may be charged as designated in this Chapter. No permit shall be issued until applicable fees have been paid to the city..

(5) Duration and revocation of permit. If a sign is not completely installed within six months following the issuance of a sign permit, the permit shall be void. The city may revoke a sign permit under any of the following circumstances:

(A) The city determines that information in the application was materially false or misleading;

(B) The sign as installed does not conform to the sign permit application;

(C) The sign violates this Chapter, the zoning ordinance, building code, or other applicable law, regulation, or ordinance; or

(D) The city building department determines that the sign is not being properly maintained or has been abandoned.

(6) Appeals. If the Development Services department denies a permit, the applicant may appeal in writing to the Planning and Zoning Commission who shall make the final decision on the approval or denial of any permit.

(7) Qualifications. Only those individuals who properly obtained a permit by the Development Services department, or other statutorily required permit or approval shall receive a permit to erect or alter any sign. Permits for the installation, erection, or alteration of any electrical components on a sign shall be issued only to those individuals who hold a commercial sign master sign electrician's license or is a licensed electrician.

(8) Conditions for issuing permits. No permit for the erection or alteration of any sign over any sidewalk, alley, or other public property, or on or over any roof or building shall be issued to any person except upon the condition that the permit may be withdrawn at any time, in which case the sign shall be immediately removed by the responsible party, who will also be liable under the penalties provided for in this article.

(9) Issuance. A permit shall not be issued when:

(A) An existing billboard sign is in a deteriorated, unsafe, or unsightly condition.

(B) A sign on the premises is not in compliance with this Chapter.

(C) A sign on the premises is proposed for construction in an area not zoned for such a sign.

(D) Authorization of the property owner on which the sign is to be placed has not been obtained.

(10) Inspection. Any sign for which a permit is issued shall be inspected after its erection for conformity to the provisions of this Chapter.

(11) Before any permit may be issued for a new sign under this chapter, the responsible party shall modify or remove any of its own nonconforming signs and sign structures displayed or erected on the same property for which the permit is being sought, so that all the signs and sign structures they are responsible for on the property conform to the provisions of this chapter. This provision does not apply to real estate signs, banners, temporary signs, or daily display signs. This provision does not apply to nonconforming signs with a variance.

§17.02.002. PERMIT NOT REQUIRED

A permit shall not be required for:

(1) Simple routine maintenance, adjustments, replacement of compliant light bulbs, etc., on existing signs.

(2) When a sign has been damaged by fire, windstorm, or other causes, immediate work may be done to prevent damage to property or hazard to persons, and to this extent only. Notice will be given as soon as practical to the city building department.

(3) Changing a commercial message to a noncommercial message on any legal sign surface. Any sign surface on which a commercial message may contain a noncommercial message.

(4) Changing of permitted copy of an existing sign, provided that no increase occurs with respect to either the sign area or the manner in which the sign is structurally supported.

(5) Any sign or display exempted from this Chapte or permit requirement.

§ 17.02.003. VARIANCES

(a) A request for variance may be filed with the Director of Development Services along with a variance application fee, as stated in the City of Hutto Fee schedule. The Director of Development Services will indicate what documentation the responsible party must provide in support of the request for a variance

(b) Once the complete and necessary documentation has been provided to the Director of Development Services, the Director of Development Services shall review the request and make a determination based on the documentation provided.

(c) The Director of Development Services may grant a variance, in specific cases and subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this article will result in substantial undue hardship, sufficient mitigation, or inequity to the requestor without sufficient corresponding benefit to the city and its citizens in accomplishing the objectives of this Chapter pursuant to the following conditions:

(1) Permit a variance for a noncommercial or commercial sign of the setback, effective area, size of internal components of a sign so long as total size of sign face is compliant, or height requirements of this article;

(2) Authorize one additional sign on premises more than the number permitted by this article;

(3) Approve an increase in height up to four feet;

(4) Approve an electronic or LED sign for the display of illuminated, changeable copy sign that consists of electronically changing alphanumeric text; or

(5) Approve a roof sign.

(d) Other requests for variances require a variance application to the Board of Adjustment pursuant to procedures in the Unified Development Code.. The Board of Adjustment may decide, subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this article will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the city and its citizens in accomplishing the objectives of this Chapter.

(e) The Board of Adjustment shall consider:

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.

(5) The sign and its supporting structure is in architectural harmony with the surrounding structures.

(6) Mitigation measures related to the sign in question or other signs on the same premises.

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance when the responsible party is submitting/obtaining a plat, planned unit development, development agreement, or site plan.

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage.

(10) The Director of Development Services may authorize the remodeling, renovation, or alteration of a sign when some nonconforming aspect of the sign is thereby reduced.

(f) Where a permit was required for a sign's erection according to the law in effect at the time the sign was erected and where the Director of Development Services finds no record of a permit being issued, the Director of Development Services may authorize the issuance of a replacement permit when, from the evidence presented, the Director of Development Services finds either that a permit was issued or that arrangements were made with a sign company to obtain such permit.

(g) If an applicant wishes to request a variance from the amount of sign and/or variance fees, the applicant may request a fee variance from the Director of Development Services. The Director of Development Services may lessen the amount of fees based on the analysis of the time required in review of the sign or variance application(s).

§ 17.02.004. CONDITIONS

The Director of Development Services or board of adjustment may impose conditions upon the granting of a variance under this Chapter. Such conditions must be related to the variance sought and be generally intended to mitigate the adverse effects of the sign on neighboring tracts and the general aesthetic ambiance of the community. A non-exhaustive list of examples of conditions include increased setbacks, added vegetation, muted colors, and decreased lighting. The sign variances may require bringing other existing, nonconforming signs into compliance with current regulations. A responsible party's failure to comply with conditions placed on a variance may result in the city council voiding the variance and authorizing all available code enforcement actions and other remedies available in equity or at law.

ARTICLE 17.03 NONCONFORMING

§ 17.03.001. MAINTENANCE OF EXISTING SIGNS

(a) All signs in the city and ETJ shall be properly maintained at all times. The Director of Development Services or Building Official shall have the authority to order the painting, repair, or removal of a sign which constitutes a hazard to the safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment. The Director of Development Services' or Building Official's decision shall be subject to the review of the board of adjustment under the procedure for appeal of a decision of an administrative official in the Unified Development Code. If within 15 days the maintenance orders are not complied with, the city administrator may order the sign removed at the owner's expense under the provisions of this article.

(b) It is an offense under section 17.04.002 for a responsible party to fail to maintain signs and sign structures in a good and sound condition as determined by the building official in accordance with the International Building Code. Responsible parties must repair or replace signs and sign structures that are rotting, pealing, rusting, fading, becoming discolored, covered in dirt, or filled with holes. Responsible parties shall not allow signs or sign structures to become dangerous, within the meaning of the International Building Code, as a result of inadequate design, construction, repair, or maintenance. The city can seek to compel immediate removal of signs that are in such a state of disrepair as to constitute an imminent threat to public health, safety and welfare.

§ 17.03.002. NEWLY ANNEXED SIGNS

Signs in areas newly annexed into the city limits or newly encompassed by an expanded ETJ shall be treated as nonconforming signs. If required for the type of existing sign, a permit shall be issued upon application. The signs shall be held to the amortization period addressed below of ten years so that the beginning of the amortization period is the time of annexation or encompassment.

§ 17.03.003. ABANDONED OR DISCONTINUED SIGNS

An abandoned or discontinued sign is a sign that advertises a business or project that has ceased operations more than one year, unless the property is leased, in which case the sign shall be removed after two years. The responsible party shall remove any sign and/or sign structure that has not been used for advertising or promoting a going concern for at least one year. For the purposes of

this section, a business or project has ceased to operate when it is no longer engaged in the sale of products or services in the normal course of business. A violation of this section is an offense under section 17.04.002.

§ 17.03.004. SIGNS AND MODIFICATIONS

(a) Signs lawfully in existence on the date the provisions of this Chapter is adopted that do not conform to the provisions of this Chapter, but which were in compliance with the applicable regulations at the time the Sign was constructed, erected, affixed, or maintained, must be regarded as nonconforming.

(b) For the purpose of amortization, these signs may be continued from the effective date of this article for a period not to exceed ten years, unless under a previous regulation the signs were to be amortized as allowed by law. In that case the amortization period must be as previously required or ten years, whichever is less. Signs that cannot be amortized by the city may continue in existence so long as the sign continues to be properly maintained as required by the City Code.

§ 17.03.007. ALTERED, RELOCATED, OR REPLACED SIGNS

Any sign which is altered, relocated, or replaced must be brought immediately into compliance with all provisions of this article.

ARTICLE 17.04. VIOLATIONS AND PENALTIES

§ 17.04.001 VIOLATIONS

Should the responsible party or parties after receiving written notice from the Director of Development Services, building official, or code enforcement official of a violation of this chapter fails to correct a violation of this chapter within the time stated in the written notice, the Director of Development Services or the Building Official may cause such signs and supports to be removed. The Director of Development Services or Building Official may also take necessary action to file a lien against the property to recover the cost of removal if the removal costs are not paid by the property owner within 15 days after the property owner is billed. The Director of Development Services or Building Official or their designee may also pursue criminal penalties and/or civil action as provided for under this Chapter and state law. No notice by the city is required to remove improperly placed signs that are:

(1) In the right-of-way;

(2) In another person's property without that person's written permission;

(3) In a place that causes a safety issue due to its placement; or

(4) In a place that encumbers use of a street, path, trail, or sidewalk or encumbers entry or exit from a property.

§ 17.04.002 OFFENSE

a) A person who violates, causes, allows or permits a violation a section of this chapter designated as an offense commits a misdemeanor punishable by a fine not exceeding $500.00.

(b) Each violation of this chapter designated as an offense constitutes a separate offense.

(c) No culpable mental state is required to prove an offense under this chapter if the offense involves: (1) placement of a sign in the right-of-way; (2) placement of a sign in another person's property without the person's permission; (3) placement of a sign that encumbers access to a person's property or encumbers use of a street, sidewalk, trail, path, or driveway.

§ 17.04.003 LIABILITY

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that erects or owns any sign, from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions of this chapter. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any signs, materials, or devices under these provisions.

§ 17.03.004 CIVIL REMEDIES

Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

(1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including removal of signs that violate this chapter at the expense of the responsible party;

(2) A civil penalty up to $1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief; and

(3) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.

AGENDA ITEM REPORT
12.1.

To:	City Council
Subject:	Consideration and possible action to approve Resolution No. R-2026-200 to award a Depository Services contract to Wells Fargo Bank, N.A. and authorizing the City Manager to execute the contract and all necessary agreements. (Alberta Barrett)
Meeting:	Thursday, October 1, 2026
Department:	Finance /
Staff Contact:	Alberta Barrett

ITEM SUMMARY:

Chapter 105 of the Texas Local Government Code requires that the City competitively solicit Financial Institutions to provide Primary Depository Services at least every five (5) years. The City's current five-year Depository Contract terminates on September 30, 2026.

The City, with the assistance of Valley View Consulting, LLC, conducted the required solicitation and adhering to the following schedule:

First Advertisement Request for Applications: May 31
Second Advertisement Request for Applications: June 7
Pre-Application Meeting: June 8
Deadline for Questions: June 12
Request for Applications Opening: July 1

Eight applications to provide primary depository services to the City. After a detailed review and analysis of the applications, it was determined that the incumbent, Wells Fargo Bank, provided the most advantageous application to serve as the City's Primary Depository Services provider. A summary of the proposal results are as follows:

Bank	Fees for Two Year Term	Fees for Five Year Term	Interest Rate (7/1/26)	Two Year Income	Five Year Income
Wells Fargo (Money Market Fund Sweep)	(48,800)	(122,001)	3.57%	$896,605	$2,240,013

Huntington	(39,441)	(110,436)	3.50%	$901,670	$2,234,843
Wells Fargo (On-Balance Sheet Sweep)	(48,800)	(122,001)	3.55%	$890,014	$2,223,535
Regions	(15,203)	(41,266)	3.37%	$891,566	$2,218,157
PlainsCapital	(32,857)	(98,570)	3.25%	$825,706	$2,047,836
PNC	(67,073)	(201,218)	3.27%	$796,773	$1,958,397
JPM Chase	(46,300)	(138,900)	3.19%	$650,898	$1,531,338
VeraBank	(30,382)	(80,097)	2.25%	$564,008	$1,405,876
Frost	(56,272)	(152,739)	2.30%	$464,216	$1,160,540

Wells Fargo Bank has served the City well during the current contract period, and based on its application, is expected to continue to be a good business partner with the City of Hutto.

STAFF RECOMMENDATION:

Staff recommends approval of award to Wells Fargo Bank, N.A.

FISCAL NOTES:

The potential impact of the award will be an overall net income to the City of $896,605 over the initial two-year term of the contract and $2,240,013 over the full five-year term if the three one-year extensions are approved.

ATTACHMENTS:

1. Resolution Awarding City Depository Contract
2. 2026-9-21 Bank Signed Depository Contract

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS; AWARDING A PRIMARY DEPOSITORY SERVICES CONTRACT TO WELLS FARGO BANK, N.A. AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS NECESSARY TO IMPLEMENT THE CONTRACT, PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is required by Chapter 105 of the Texas Local Government Code to select a primary depository for the City's funds; and

WHEREAS, the City has solicited for applications from eligible financial institutions to serve as the City's primary Depository; and

WHEREAS, the City has determined that Wells Fargo Bank, N.A., has provided the most advantageous terms to the City,

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

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

SECTION 2: The City Council hereby awards the City's primary depository contract to Wells Fargo Bank, N.A. for an initial two-year term effective October 1, 2026, with the option to extend for up to three (3) additional one-year periods.

SECTION 3: The City Manager is hereby authorized to execute all necessary agreements to establish the depository relationship.

SECTION 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 17th of September, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

DEPOSITORY SERVICES CONTRACT

THIS DEPOSITORY SERVICES CONTRACT, hereinafter called the "Contract", is made and entered into on the date last herein written by and between the City of Hutto, Texas, hereinafter called the "City", and Wells Fargo Bank, N.A., a banking association, organized under the laws of the United States and authorized by law to provide banking services in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository**. The City, through action of the City Council, on September 17, 2026, hereby designates the Bank as a primary depository bank for the period beginning October 1, 2026, and continuing through September 30, 2028, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General.** All services rendered to the City by the Bank under this Contract shall be performed in accordance with the "ordinary care" standard of care imposed upon banks under the Uniform Commercial Code and under the overall direction and instructions of the City pursuant to the Bank's standard operations, policies, and procedures.

3. **Scope of Services.** The Bank agrees to provide those services as described in the City's Request for Application for Depository Bank Services released on April 15, 2026, hereinafter referred to as the "RFA". The RFA and the Bank's response to the RFA, hereinafter referred to as the "Application", are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the City. The Bank agrees to provide additional services as requested from time to time by the City and mutually agreed upon by the Bank.

4. **City Representatives**. During the term of this Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

5. **Collateral Custodian**. The City and the Bank, by execution of this Contract, hereby designate Bank of New York Mellon as custodian, hereinafter called the "Collateral custodian", to hold in trust, according to the terms and conditions of this Contract, the collateral described and pledged by the Bank in accordance with the provisions of the Depository Pledge Agreement previously executed on November 6, 2012 by and between the Bank, Custodian and the City ("Pledge Agreement").

6. Reserved.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of this Contract, the City's RFA (except to the extent Bank took specific exceptions in the Bank's Application), the Bank's Application, the Pledge Agreement with the custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties. Notwithstanding the foregoing, any of the Bank's service agreements may be amended in accordance with its terms, and as changed, remains incorporated by reference herein with the same rules of priority set forth above.

8. Reserved.

9. Reserved.

10. Reserved.

11. Reserved.

12. Reserved.

13. **Successors**. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. **Compensation**. The City and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Application accepted by the City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration**. The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** This Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute**. The individuals executing this Contract and other agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue**. This Contract shall be governed by (i) applicable Federal laws and federal guidance, (ii) applicable state and local laws and regulations to the extent, in Wells Fargo's opinion, compliance would not conflict with applicable federal laws or federal guidance, industry banking practice or its own policies and procedures. Williamson County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:

(1) Is between a governmental entity and a company with 10 or more full-time employees; and
(2) Has a value of $100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) Does not boycott Israel; and
(2) Will not boycott Israel during the term of the contract.

20. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2276.002 - Provision Required in Contract. (a) This section applies only to a contract that:

(1) Is between a governmental entity and a company with 10 or more full-time employees; and
(2) Has a value of $100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) Does not boycott energy companies; and
(2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

21. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

(1) Is between a governmental entity and a company with at least 10 full-time employees; and

(2) Has a value of at least $100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

(1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
(2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

(1) Contracts with a sole-source provider; or
(2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

20. **Certification Scope**. Notwithstanding anything to the contrary, the foregoing certifications are made subject to applicable U. S. federal law and will not apply to the extent the anti-boycott statutes do not apply to this Contract.

22. **Notices**. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

City: Hutto
Attn: Finance Department
500 W. Live Oak St.
Hutto, TX 78634

Bank: Wells Fargo Bank, N.A.
Attn: Brenda Pollard
Executive Director
Government Banking
111 Congress Ave, Floor 11
Austin, Texas 78701-4050
MAC T7044-110

Changes to notice information may be made by either party with written notification to the other party.

23. **Severability**. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment**. The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and the Texas Local Government Code.

25. **Continuation**. Unless this contract is terminated sooner, the Bank's designation as the primary City Depository will remain continuously in effect through September 30, 2028, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY	BANK
By:	By: Brenda Pollard
Name:	Name: Brenda A Pollard
Title:	Title: Executive Director
Date:	Date: 9/20/2026
ATTEST:	ATTEST
By:	By:
Name:	Name: Rose Vasquez
Title:	Title: Trust officer

AGENDA ITEM REPORT
13.1.

To:	City Council
Subject:	Consideration and possible action authorizing the City Manager to notify the Williamson County Emergency Services District # 3 (WCESD # 3) of the City's intent to provide Fire Services in newly annexed areas and including authorization for the City Manager to secure website services for the provision of Fire Services. (Legal)
Meeting:	Thursday, October 1, 2026
Department:	Legal /
Staff Contact:	Dottie Palumbo

ITEM SUMMARY:

Section 775.022 of the Health and Safety Code provides that the City notify the WCESD # 3 of the City's intent to provide Fire Services in newly annexed areas within 30 days of the annexation.

On September 3, 2026 , the City adopted Ordinance No. O-2026-043, the Hutto Limmer Retail Annexation tract, located at the south-west corner of Limmer Loop and Merger Lane. If approved, Ordinance No. O-2026-053 will annex Ventana Hills, a tract of land containing 18.733 acres, more or located on the west side of CR 119 in Williamson County, Texas.

STAFF RECOMMENDATION:

Provide further direction.

FISCAL NOTES:

No current fiscal impact.

ATTACHMENTS:

None

AGENDA ITEM REPORT
13.2.

To:	City Council
Subject:	Consideration and possible action relating to a request to the County Attorney for an Attorney General Opinion on the Use of Hotel Occupancy funds for improvements to the Brushy Creek Amphitheatre. (Legal, Jeff White)
Meeting:	Thursday, October 1, 2026
Department:	Legal /
Staff Contact:	Dottie Palumbo, Jeff White

ITEM SUMMARY:

The City Attorney and City Staff have prepared a draft of a Letter Request for the County Attorney for a Request for an Attorney General Opinion on the Use of Hotel Occupancy funds for improvements to the Brushy Creek Amphitheatre.

We are asking Council to consider directing the City Attorney to submit the request to the County Attorney for consideration to submit to the Attorney General on the City's behalf.

STAFF RECOMMENDATION:

Provide further direction.

FISCAL NOTES:

ATTACHMENTS:

1. Hutto Request to AG HOT funds Amphitheatre 9.25.26

[LETTERHEAD OF REQUESTOR]

DATE,

Via e-mail: opinion.committee@oag.texas.gov

The Honorable Ken Paxton
Attorney General of the State of Texas
Attention: Opinion Committee
P.O. Box 12548
Austin, TX 78711-2548

Re: Whether municipal hotel occupancy tax funds may be used to pay for improvements to a city-owned amphitheater

Dear General Paxton:

I have been requested to submit this request for an attorney general opinion on behalf of the City of Hutto, Texas (the "City") with regard to the questions below.

Question:

Whether improvements to a city-owned amphitheater fall within the categories for use of municipal hotel occupancy tax funds as set out in Texas Tax Code Chapter 351, Subchapter B "Use and Allocation of Revenue"

Factual Background:

The City of Hutto owns and operates an outdoor amphitheater in Adam Orgain Park, the Brushy Creek Amphitheater ("Amphitheater"), with capacity for approximately 14,500 attendees.

The Amphitheater can offer world-class shows in a stunning natural setting, nestled in the back half of Adam Orgain Park. The City desires to providing high-quality entertainment for all attendees, including out-of-town visitors who stay in the City's hotels..

The Amphitheater has offered musical concerts in the past, including festival. Past festival performers include such notables as Robert Earl Keen, Clay Walker and Clint Black. Other types

of events at the Amphitheater have included concerts, movie nights, community picnics, campouts, July 4th events, and sports events.

Following public concerns regarding noise impacts and limitations of the existing venue, the City commissioned MWM to evaluate the facility using a completed Sound Study and develop conceptual improvement and design options. MWM's assessment identified significant operational and acoustic limitations with the current open-air amphitheater configuration. The analysis concluded that meaningful improvements are necessary to achieve the City's goals related to sound control, venue usability, and long-term event programming.

Major improvements to the Amphitheater are necessary to bring back the events that bring in out-of-town visitors for hotel stays.

Discussion and Analysis:

Revenue from municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited further to various categories as set out in Texas Tax Code Chapter 351, Subchapter B "Use and Allocation of Revenue".

Because the amphitheater is used for the presentation and promotion of major art forms, the City looked at Section 351.104(a)(4) for authority for improvements to the outdoor amphitheater:

> the encouragement, promotion, **improvement,** and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, **architecture, design and allied fields,** painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

This subsection does not authorize construction of a venue for the presentation, performance, execution, and exhibition of the art forms. However, the subsection authorizes improvement referencing architecture, design and allied fields.

The Attorney General has previously taken a strict position on using local hotel occupancy tax revenue for an arts facility. In KP-0131 (2016), the Attorney General stated that the phrase "promotion of the arts" in the statute does not expressly authorize the use of municipal hotel tax revenues for the **construction** of arts facilities. The opinion continues, "construction costs of theater facilities, considered alone, are not within the scope" of the arts category of allowable hotel occupancy tax expenditures.

Conclusion

Section 351.104(a)(4) authorizes improvement, including architecture, design and allied fields, of a venue for the presentation, performance, execution, and exhibition of the art forms.

I am requesting an attorney general opinion on behalf of the City of Hutto, Texas (the "City") with regard to whether Section 351.104(a)(4) authorizes improvement, including architecture,

design and allied fields, of an Amphitheatre for the presentation, performance, execution, and exhibition of these major art forms.

If you have any questions concerning this request, please feel free to contact me or Dorothy Palumbo, City Attorney of the City of Hutto, dottie@texasmunicipallawyers.com. Thank you.

Sincerely,

Doyle "Dee" Hobbs, Jr.
COUNTY ATTORNEY
Williamson County, Texas

cc: Dorothy Palumbo
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