

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A DEVELOPMENT AGREEMENT FOR LCRA TSC GABRIEL SUBSTATION, PERTAINING TO A PROPOSED EXPANSION OF AN EXISTING ELECTRIC SUBSTATION ON AN APPROXIMATELY 24.03-ACRE TRACT OF LAND SITUATED IN THE A. FLORES SURVEY, ABSTRACT NO. 235, OF WILLIAMSON COUNTY, TEXAS, AND GENERALLY LOCATED AT 400 STADIUM DRIVE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

**Whereas**, the City's Unified Development Code ("UDC") authorizes a property owner to apply for a development agreement in order to modify or delay certain requirements of the UDC (including any manuals adopted by reference in the UDC) and/or any other provisions of the City Code of Ordinances in order to present an alternative plan for development that could not otherwise be accomplished under the UDC and the Code of Ordinances;

**Whereas**, LCRA Transmission Services Corporation ("LCRA TSC") has applied for a development agreement for its proposed expansion of, and improvements to, the existing electrical substation on approximately 24.03 acres of land situated in the A. Flores Survey, Abstract No. 235, of Williamson county, Texas, and generally located at 400 Stadium Drive (the "Project");

**Whereas**, the Project as proposed could not be accomplished under the UDC and the Code of Ordinances;

**Whereas**, a Development Agreement Committee comprised of City staff has reviewed the application and determined the application is consistent with City policies and advances a legitimate City interest;

**Whereas**, the Committee and LCRA TSC have prepared the Development Agreement for the LCRA TSC Gabriel Substation attached to this ordinance as **Attachment 1** (the "Development Agreement") in order to modify or delay certain requirements of the UDC (including any manuals adopted by reference in the UDC) and/or any other provisions of the City Code of Ordinances in order to accomplish the Project;

**Whereas**, the City Council of the City of Georgetown finds that the Development Agreement promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City; and

**Whereas**, the City Council of the City of Georgetown finds that the Development Agreement is consistent with the Comprehensive Plan.

Ordinance Number: \_\_\_\_\_

Page 1 of 2

Description: LCRA TSC Gabriel Substation

Case File Number: 2021-1-DA

Date Approved: May 11, 2021

Attachment 1 Attached

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this ordinance complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

Section 3. The Development Agreement for the LCRA TSC Gabriel Substation in substantially the form attached hereto as **Attachment 1** is approved by the City Council and incorporated into this ordinance for all purposes by this reference.

Section 4. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to execute this ordinance and the Development Agreement and the City Secretary to attest. The Development Agreement and this Ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

APPROVED on First Reading on the 27 day of April, 2021.

APPROVED AND ADOPTED on Second Reading on the 11 day of May, 2021.

THE CITY OF GEORGETOWN:

ATTEST:

\_\_\_\_\_  
Josh Schroeder  
Mayor

\_\_\_\_\_  
Robyn Densmore, TRMC  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Skye Masson  
City Attorney

**Ordinance Number:** \_\_\_\_\_

**Description:** LCRA TSC Gabriel Substation

**Date Approved:** May 11, 2021

**Page 2 of 2**

**Case File Number:** 2021-1-DA

**Attachment 1 Attached**

CITY OF GEORGETOWN	§	DEVELOPMENT
	§	AGREEMENT
COUNTY OF WILLIAMSON	§	FOR THE
	§	LCRA TSC GABRIEL
STATE OF TEXAS	§	SUBSTATION

The parties to this Development Agreement for the LCRA TSC Gabriel Substation (“**Agreement**”) are the City of Georgetown, Texas, a Texas home-rule municipality (the “**City**”) and LCRA Transmission Services Corporation, a Texas non-profit corporation (“**Developer**”). City and Developer are referred to collectively in this Agreement as “the **Parties**” and individually as “a **Party**.”

#### ARTICLE 1. Recitals

1.01 WHEREAS, Developer owns approximately 24.03 acres, more or less, described more particularly by metes and bounds and by sketch on the attached “**Exhibit A**” (the “**Property**”).

1.02 WHEREAS, the Property is in the City’s jurisdiction; is zoned a combination of Agriculture (AG), Local Commercial (C-1), and Office (OF); and is designated as “Mixed Density Neighborhood” in the City’s Future Land Use Map, a land use category described on page 47 of the City’s 2030 Comprehensive Plan as follows:

“This category includes a blend of single-family and medium-density housing types. Medium density housing options are consistent with and complementary to the traditional single-family neighborhood with emphasis on connectivity and access to neighborhood amenities including schools and parks. Development standards for medium density housing and any nonresidential uses are in place to ensure compatibility through increased setbacks for taller buildings, architectural designs that are consistent with the neighborhood, location of more intense uses and development nearer to the edge of developments, and enhanced landscaping. Additionally, any nonresidential uses are located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian orientation to support the surrounding residents.”

1.03 WHEREAS, Developer desires to develop the Property with an expansion of, and improvements to, the existing electrical substation (the “**Project**”) consistent with the Site

Plan on the attached “**Exhibit B**” (the “**Site Plan**”), for the purpose of interconnecting the existing and proposed substations.

1.04 WHEREAS, Developer also desires several deviations from the requirements in the City’s Unified Development Code (“**UDC**”) for the Project, as described in more detail in this Agreement, and as consideration for the City Council’s approval of the desired deviations, Developer has agreed to include certain other enhanced or alternative features related to the Project, also as described in more detail in this Agreement.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties contract and agree as follows.

## **ARTICLE 2. DEFINITIONS**

2.01 Terms, if not defined herein, shall be as defined in the UDC.

## **ARTICLE 3. CONDITIONS PRECEDENT TO DEVELOPMENT**

3.01 **Conditions Precedent to Development.** Notwithstanding the City Council’s approval of the Site Plan pursuant to Section 4.01 of this Agreement, Developer agrees that development of the Property is prohibited prior to the satisfaction of the following conditions precedent to development (the “**Conditions Precedent**”):

- A. Within one-hundred eighty (180) days of the Effective Date of this Agreement, Developer shall seek approval of the Site Development Plan Application 2020-19-SDP, as modified by this Agreement, (the “**SDP**”) from the City of Georgetown Planning and Zoning Commission (the “**Commission**”), and City staff will recommend approval of the SDP provided it complies with the terms of this Agreement.
- B. Prior to the Commission’s consideration of the SDP, Developer shall pay City EIGHTEEN THOUSAND FOUR HUNDRED dollars and no cents (\$18,400.00) to mitigate the removal of Protected and Heritage Trees necessary for the construction of the Project (the “**Tree Mitigation Fee**”).
- C. Prior to the Commission’s consideration of the SDP, Developer shall pay City TWENTY THOUSAND SEVEN HUNDRED THIRTY-SIX dollars and no cents (\$20,736.00) towards the future installation of a sidewalk along Stadium Drive.



D. Within ninety (90) days of the Effective Date of this Agreement and prior to the Commission's approval of the SDP, Developer shall submit to the LCRA TSC Board of Directors for approval and shall recommend approval of a grant to the City of a public utility easement measuring fifteen (15) feet wide along the rights-of-way of Stadium Drive and Northeast Inner Loop, in a form substantially similar to the Public Utility Easement agreement attached to this Agreement as **Exhibit "C"** and by this reference incorporated within it.

3.02 **Early Grading and Site Work.** Notwithstanding the foregoing provisions of Section 3.01, Developer may at any time apply for a Stormwater Permit or a Grading Permit in accordance with Section 3.17 of the UDC, and conduct any development activities permitted under the permit, if so granted. Upon the Effective Date of this Agreement and payment of the Tree Mitigation Fee, such activities may include removal of trees and vegetation at the Property in accordance with the Alternative Landscape Plan attached to this Agreement as **Exhibit "D"**.

3.03 **Cooperation.** In the event the Project requires approvals by any governmental or regulatory entities other than City, Developer and City agree to work cooperatively to seek approval of the development of the Project.

3.04 **Effect of Failure to Perform Conditions Precedent.** This Agreement shall be void ab initio and shall have no force or effect if any one or more of the conditions precedent described in Section 3.01 of this Agreement are not fully performed on or before the dates such performances are required by this Agreement.

#### **ARTICLE 4. DEVELOPMENT OF THE PROPERTY**

4.01 **Site Plan.** Subject to the provisions of this Agreement, particularly Section 3.01, the City Council hereby approves the conceptual Site Plan attached hereto as **Exhibit "B"**.

4.02 **Amendments to Site Plan.** Because the Property comprises a significant area and its development will occur in phases over multiple years, modifications to the approved Site Plan may become desirable. Developer, or a successor of Developer, may request amendments to the Site Plan as to the portion of the Property owned by the requesting party. Modifications must be approved by the City Council and must be in the form of a written amendment to this Agreement that contains a modified Site Plan or otherwise modifies the terms of this Agreement to reflect the modification, each such amendment will be recorded in the Official Records of Williamson County by the City at the expense

of the party requesting the modification. All references in this Agreement to the Site Plan mean the then most current approved Site Plan.

**4.03 Alternative Development Standards.** Developer agrees that it shall construct, or cause to be constructed, the Project on the Property in accordance with the standards of the UDC, except as modified by the following provisions (the “**Alternative Development Standards**”), which shall be reflected in the SDP approved by the Commission:

- A. Notwithstanding the provisions of UDC Section 11.02.010, Developer shall be permitted to install impervious cover over up to 30% of the Property.
- B. Notwithstanding the provisions of UDC Section 12.07.010.A, Developer shall not be required to install a sidewalk along Stadium Drive as part of the Project. The omission of the sidewalk along Stadium Drive shall be mitigated in part by the fee-in-lieu to be paid by Developer pursuant to Section 3.01.C of this Agreement.
- C. Developer shall be permitted to remove the Protected and Heritage Trees identified on the Site Plan for removal. The removal of the identified Protected and Heritage Trees shall be mitigated in part by the fee-in-lieu to be paid by Developer pursuant to Section 3.01.B of this Agreement and in part by the planting of trees on site (street yard and bufferyard) in accordance with the Alternative Landscape Plan attached to this Agreement as **Exhibit “D”** and by this reference incorporated within it.
- D. Notwithstanding the provisions of UDC Section 5.05.020.B, Developer shall only be required to construct an enclosed fence or wall of at least six (6) feet in height, but no taller than ten-and-a-half (10.5) feet, around the substation. The total height shall include the entire fence, to include any barbed wire placed on top. Arms carrying barbed wire must extend inward or straight up. Any such fence shall be located a minimum of 20 feet from any public right-of-way. Flexibility in height, materials, and placement shall be given to meet safety standards, with such deviations to be approved in accordance with the UDC.
- E. Notwithstanding the provisions of UDC Section 5.05.020, Developer shall install landscape screening on the exterior of the substation in accordance with the Alternative Landscape Plan.

F. Developer shall install street yard and bufferyard landscaping and temporary, above-ground irrigation facilities in accordance with the Alternative Landscape Plan. The temporary, above-ground irrigation facilities shall be maintained for a minimum period of two (2) years.

G. Developer shall lengthen the level spreader at the outfall of the batch detention pond to 250 feet.

H. Developer shall modify the existing driveway to incorporate a 30-foot radius return, seven- (7-) inch thick concrete, and control/expansion joints as applicable.

4.04 **UDC Compliance.** Except as expressly and specifically stated otherwise in this Agreement, all provisions of the City's UDC apply to the Property in a manner appropriate to the development of the property as an electrical substation.

## **ARTICLE 5. DEFAULT AND REMEDIES.**

5.01 **Developer's Default.** In the event of a default by Developer that cannot be cured by the payment of money to the City ("**Developer Default**"), the City may give Developer written Notice specifying the Developer Default. Developer shall be allowed thirty (30) days to cure the Developer Default after the date of Notice thereof is issued by the City; if however, Developer has commenced performance of or compliance with its obligations with the thirty (30) day period, Developer shall be allowed up to sixty (60) days from the date of the City's Notice to cure the non-performance or non-compliance. During a Developer Default, the City shall not be required to process any applications, issue any approvals, or grant any permits to Developer for any City approvals pertaining to the Property. If a Developer Default is not cured within the applicable cure period, and if the City has not waived the default in writing, then after the expiration of the applicable cure period, the City may, in its sole discretion, and without prejudice to any other right or remedy allowed under this Agreement, seek any other relief available at law or in equity, all of which are cumulative and are in addition to any other right or remedy given under this Agreement which may now or subsequently exist in law or in equity by statute or otherwise, and the exercise of any one remedy does not preclude the exercise of another.

5.02 **City Default.** In the event of a default by the City under this Agreement, Developer may petition a court to require the City to specifically perform its obligations under the terms and conditions of this Agreement. However, in no event shall the City

be liable for any monetary, consequential, or incidental damages, however caused, except to the extent (a) permitted under the Texas Tort Claims Act; or (b) arising from the City's or its agents' damage to the Property when inspecting or entering such property under this Agreement.

## **ARTICLE 6. EFFECTIVE DATE AND TERM**

**6.01 Effective Date.** This Agreement shall become effective on the latest date accompanying the signature lines of the duly authorized representatives of the Parties appearing on this Agreement.

**6.02 Term.** Except for the provisions of this Agreement that expressly survive termination, this Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is five (5) years after the Effective Date, unless sooner terminated by express written agreement executed by all Parties.

## **ARTICLE 7. MISCELLANEOUS**

**7.01 No Special Districts.** In furtherance of the purposes of this Agreement, the Parties, on behalf of themselves and their respective successors and assigns, covenant and agree that none of them shall initiate, seek, petition, sign, support, join in, associate with, consent to, or direct to be signed any petition or request seeking the creation of any other special taxing or assessment jurisdiction over the Property. The provisions of this Section shall survive termination or expiration of this Agreement.

**7.02 Agreement Binds Successors and Permitted Assigns.** This Agreement shall bind and inure to the benefit of the Parties, their successors, heirs, and those assigns permitted by Section 7.04 of this Agreement.

**7.03 Amendments.** The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

**7.04 Assignment.** Developer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the City Council. Any other assignment or delegation, or purported assignment or delegation, are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. As used in this definition, a "change of control" is deemed to be an assignment of rights, and "merger" refers to any merger in which a Party participates, regardless of whether it is the surviving or disappearing entity. Notwithstanding anything herein to the contrary, the assignment of Developer's

rights or delegation of Developer's obligations to another entity related to Developer or another electric transmission or distribution service provider does not require the consent of the City Council.

7.05 **No Waiver.** The Parties may waive any provision of this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that one instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Party who is not a signatory to the waiver instrument. No failure or delay in exercising any right or remedy or in requiring satisfaction of any condition under this Agreement, and no act, omission, or course of dealing among the Parties operates as a waiver or estoppel of any right, remedy, or condition.

7.06 **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not apply, and the Agreement shall be considered to be terminated by mutual agreement of the Parties.

7.07 **Governing Law/Venue.** The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Venue over any legal action or proceeding against any other Party arising out of or relating to this Agreement shall be in Williamson County, Texas.

7.08 **Signature Warranties.** Each of the Parties hereby represent and warrant on behalf of itself that the Party has full power to execute and deliver and perform the terms, duties, and obligations of this Agreement and all the foregoing has been duly and validly authorized by all necessary proceedings. This Agreement constitutes the legal, valid and binding obligations of the Parties, enforceable in accordance with its terms.

7.09 **Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page via e-mail or by facsimile is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement.

7.10 **Recording.** This Agreement shall be recorded by the City in the Official Public Records of Williamson County, Texas, at Developer's expense.

**7.11 Effect on Individual Lot Owner.** Except with regard to the Design Standards and compliance with POA requirements, if any, this Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property from Developer.

**7.12 Entire Agreement.** This Agreement and the attached Exhibits contain the entire agreement between the Parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications or amendments concerning this Agreement shall be of no force or effect excepting a subsequent written amendment to this Agreement executed by duly authorized representatives of all Parties.

**7.13 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 Federal Express or another service guaranteeing “next day delivery,” addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when actually received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to City:                      City Manager  
   City of Georgetown  
   P.O. Box 409  
   Georgetown, Texas 78627

*With a copy to:*              City Attorney  
   City of Georgetown  
   P.O. Box 409  
   Georgetown, Texas 78627

If to Developer:              LCRA Transmission Services Corporation  
   P.O. Box 220  
   Austin, TX 78767-0220  
   Attn: Real Estate Services

*With a copy to:* Lower Colorado River Authority  
P.O. Box 220  
Austin, TX 78767-0220  
Attn: Legal Services

## **ARTICLE 8. EFFECT OF RECITALS**

8.01 The Recitals in this Agreement are found and agreed to be true and correct and are incorporated into this Agreement by reference as if set forth in full.

## **ARTICLE 9. EXHIBITS**

9.01 The following exhibits are attached hereto and made a part of this Agreement for all purposes:

<b>Exhibit A</b>	Property
<b>Exhibit B</b>	Site Plan
<b>Exhibit C</b>	Form of Public Utility Easement
<b>Exhibit D</b>	Alternative Landscape Plan

*[signatures on the following pages]*

CITY:

CITY OF GEORGETOWN, TEXAS

By: \_\_\_\_\_  
JOSHUA SCHROEDER, MAYOR

ATTEST:

By: \_\_\_\_\_  
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Skye Masson, City Attorney

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Joshua Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

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



**DEVELOPER:**

LCRA Transmission Services Corporation, a  
Texas non-profit corporation

By: \_\_\_\_\_

Name: Mark Sumrall

Title: Director of Real Estate Services  
(Authorized Agent)

STATE OF TEXAS                   §

§

COUNTY OF WILLIAMSON       §

          This instrument was acknowledged before me on the \_\_\_\_ day of  
\_\_\_\_\_, 2021, by \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_, on behalf of \_\_\_\_\_.

(seal)

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

EXHIBIT " A "

**FIELD NOTE DESCRIPTION OF A 24.03 ACRE TRACT OF LAND MORE OR LESS, LOCATED IN THE A. FLORES SURVEY ABSTRACT No. 235 OF WILLIAMSON COUNTY, TEXAS; BEING THE SAME 24.06 ACRE TRACT OF LAND CONVEYED FROM JOHN C. NELSON, TRUSTEE NO. III, SUCCESSOR NOMINEE TO TOM E. NELSON, JR. TRUSTEE NO. III TO PETER STEVE MORIN, JOHN SISSON, AND ANNA M. MORIN, DATED MARCH 26, 2007, RECORDED IN INSTRUMENT No. 2007024530 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a disc in concrete found (Grid Coordinates= **Northing** 10,215,783.93 U.S. ft., **Easting** 3,136,966.18 U.S. ft.), for the Southwest corner of said 24.03 acre tract, same being the Southeast corner of the remainder of a 26.47 acre tract of land conveyed from Dan A. Weathers to Lower Colorado River Authority dated September 18, 1979 recorded with Volume 771 at Page 264 of the Deed Records of Williamson County, Texas also being a point in the Northerly boundary line of a 13.505 acre tract of land conveyed from Jo Alexander and Neal D. Alexander, wife & husband to Mary M. Neely dated September 7, 2001 recorded with Document No. 2001074117 of the said county records, for the Southwest corner of this tract;

**THENCE N 20°54'36" W** with the Westerly boundary line of said 24.03 acre tract, same being the Easterly boundary line of said 26.47 acre tract a distance of **1,145.62 feet** to a 5/8 inch iron rod with aluminum cap stamped "LCRA" set for the Northwest corner of this tract, said point being the Southerly right-of-way line (Present 2019) of County Road No. 151 (also known as Stadium Drive) as described in Volume 1339 at Page 115, official county records, from which a found 1/2 inch iron rod bears N 87°12'31" W, a distance of 124.84 feet;

**THENCE N 69°10'42" E** with the Northerly boundary line of said 24.03 acre tract, same being the Southerly right-of-way line (Present 2019) of said County Road No. 151 a distance of **919.39 feet** to a 5/8 inch iron rod with aluminum cap stamped "LCRA" set at a point of a non-tangent curve on the Westerly right-of-way line (Present 2019) of Georgetown Inner Loop as described in Volume 1402 at Page 224, official county records, from which a found 1/2 inch iron rod with plastic cap bears N 65°28'39" W, a distance of 70.30 feet;

**THENCE** with the Easterly boundary line of said 24.03 acre tract, same being the Westerly right-of-way line (Present 2019) of said Georgetown Inner Loop the following three (3) courses and distances:

1. With said curve to the right having a radius of **10.43 feet**, an arc length of **14.33 feet** and bears a chord of S 69°22'16" E a distance of 13.23 feet to a point,
2. **S 18°22'08" E** a distance of **711.85 feet** to a found 1/2 inch iron rod with plastic cap at a point of a non-tangent curve,
3. With said curve to the left having a radius of **989.71 feet**, an arc length of **432.09 feet** and bears a chord of S 30°21'13" E a distance of 428.67 feet to a found 2 inch x 0.5 inch flat bar for the Southeast corner of this tract, same being the Northeast corner of a 7.36 acre tract of land conveyed from Rodney D. Kellum, and wife Jill L. Kellum to Kevin Wayne Miller dated March 16, 1995 and recorded in Document No. 9511377 of said county records;

**THENCE S 69°00'22" W** with the Southerly boundary line of said 24.03 acre tract same being the Northerly boundary line of said 7.36 acre tract, passing the northwest corner of said 7.36 acre tract and continuing with the Northerly boundary line of a 7.55 acre tract conveyed from Delores Ann Wenzel and Leonard Wenzel to Tony Gauntt, and wife Sheila Gauntt dated March 15, 1995 and recorded in Document No. 9511380 of said county records, passing the Northwest corner of said 7.55 acre tract and continuing with the Northerly boundary line of 24.0042 acre tract conveyed from The Meta A. Haverland Trust Number One to Billy H. Miller and Mary Ann Miller dated January 31, 1994 and recorded with Volume 2467 at Page 57 of said county records, passing the Northwest corner of said 24.0042 acre tract continuing with the Northerly boundary line of said 13.505 acre tract a distance of **968.07 feet** to the **POINT OF BEGINNING**.

Bearing Basis: Texas Lambert Grid, Central Zone, NAD 83/2011 – Epoch 2010.

All distances are surface values; to obtain grid values multiply surface distances by a Combined Scale Factor of 0.9998689208. All distance units are U.S. Survey Feet.

*Whitney Smelser*

*9/30/19*

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Whitney Smelser  
Registered Professional Land Surveyor No. 6291  
Lower Colorado River Authority  
3700 Lake Austin Boulevard  
Austin, Texas 78703  
(512) 473-3200  
TBPLS FIRM# 10152700

Date

WORD FILE: S238004B-0001C.doc  
ACAD FILE: S238004B-0002C.dwg



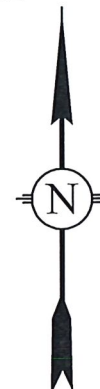
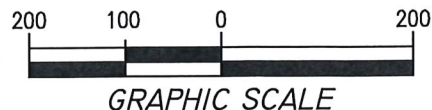


JOYCE ANNE SUDDUTH ANDREWS AKA JOYCE ANN  
SUDDUTH ANDREWS, SHIRLENE SUDDUTH DAVIS AND  
MARVIN TRUETT SUDDUTH

TO  
PENCE INVESTMENTS, LTD. AND  
JOSEPH HOOVER/CTX, LLC  
46.225 ACRES

SEPTEMBER 25, 2015  
DOC. 2015085305  
OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS

N 65°28'39" W  
70.30'



N 87°12'31" W  
124.84'

CR #151

(N 71°37'00" E 919.27')  
(N 69°10'42" E 919.39')

10C

10E

GEORGETOWN INNER LOOP  
(S 15°51'30" E 711.76')  
(S 18°22'08" E 711.85')

24.03 ACRES

10A

(N 20°54'36" W 1,145.62')  
(N 18°23'58" W 1,146.42')

DAN A. WEATHERS  
TO  
LOWER COLORADO RIVER AUTHORITY  
REMAINDER OF 26.47 ACRE  
SEPTEMBER 18, 1979  
VOL. 771, PG. 264  
DEED RECORDS OF  
WILLIAMSON COUNTY, TEXAS

JOHN C. NELSON, TRUSTEE NO. III,  
SUCCESSOR NOMINEE TO  
TOM E. NELSON, JR. TRUSTEE NO. III

TO  
PETER STEVE MORIN,  
JOHN SISSON AND  
ANNA M. MORIN  
24.06 ACRES

INSTRUMENT #2007024530  
MARCH 26, 2007  
OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS

P.O.B.

Texas Central Zone 4203  
NAD 83/2011-EPOCH 2010  
Lat: 30°39'54.93249"  
Long: 97°39'36.09147"  
State Plane Grid Coords  
N(Y)= 10,215,783.93 ft  
E(X)= 3,136,966.18 ft

HORIZONTAL DATUM: NAD83/2011 - EPOCH 2010  
VERTICAL DATUM: NAVD 88 - GEOID12B  
COMBINED SCALE FACTOR: 0.9998689208  
BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE  
DISTANCES SHOWN ARE SURFACE VALUES

(S 69°00'22" W 968.07')  
(S 71°31'00" W 968.00')

SEE LEGEND AND NOTES  
ON PAGE 4 OF 12

ACAD FILE: S238004B-0001C.dwg  
WORD FILE: S238004B-0001C.doc  
DATE: 4/10/2019  
WO NO: 4592627  
FIELD BOOK: 2019-04 PG. 8  
DRAWN BY: BRC

ALTA/NSPS LAND TITLE SURVEY OF  
24.03 ACRES IN THE  
A. FLORES SURVEY,  
ABSTRACT NO. 235,  
WILLIAMSON COUNTY, TEXAS

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TBPLS FIRM# 10152700

<p style="text-align: center;">(A)</p> <p>JO ALEXANDER AND NEAL D. ALEXANDER, WIFE &amp; HUSBAND TO MARY M. NEELY 13.505 ACRES SEPTEMBER 7, 2001 DOC. 2001074117 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS</p>	<p style="text-align: center;">(B)</p> <p>THE META A. HAVERLAND TRUST NUMBER ONE TO BILLY H. MILLER AND MARY ANN MILLER 24.0042 ACRES JANUARY 31, 1994 VOL. 2467, PG. 57 OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS</p>	<p style="text-align: center;">(C)</p> <p>DELORES ANN WENZEL AND LEONARD WENZEL TO TONY GAUNTT AND WIFE, SHEILA GAUNTT 7.55 ACRES MARCH 15, 1995 DOC. #9511380 VOL. 2695, PG. 596 OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS</p>	<p style="text-align: center;">(D)</p> <p>RODNEY D. KELLUM, AND WIFE JILL L. KELLUM TO KEVIN WAYNE MILLER 7.36 ACRES MARCH 16, 1995 DOC. #9511377 VOL. 2695, PG. 591 OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS</p>
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**CURVE TABLE**

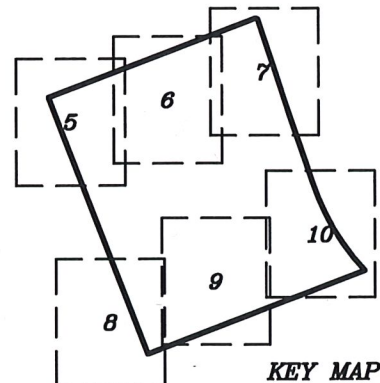
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	14.33'	10.43'	78°43'37"	S 69°22'16" E	13.23'
(C1)	16.39'	10.43'		S 60°51'19" E	14.75'
C2	432.09'	989.71'	25°00'52"	S 30°21'13" E	428.67'
(C2)	432.03'	989.58'		S 27°50'35" E	428.61'

**FLOOD PLAIN NOTE:**

- 1) APPROXIMATE LOCATION SCALED IN BASED ON FEMA FIRM PANEL 48491C0295E, EFFECTIVE 9/26/2008. (SEE ZONE "X" AND ZONE "SHADED X" AND ZONE "AE" INFORMATION BELOW)
- 2) A PORTION OF THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN), ZONE "SHADED X" (AREAS WITH A 0.2% ANNUAL CHANCE FLOOD HAZARD, AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE) AND A PORTION OF THE TRACT LIES WITHIN ZONE "AE" (SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48491C0295E, EFFECTIVE 9/26/2008, FOR CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, 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.

**LEGEND**

- ⊠ DISC IN CONCRETE FOUND
- 2 INCH x 1/2 INCH FLAT BAR FOUND
- 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
- 1/2 INCH IRON ROD WITH PLASTIC CAP FOUND
- △ CALCULATED POINT
- ⊙ 5/8 INCH IRON ROD WITH ALUMINUM CAP SET
- ( ) RECORDING INFORMATION
- ⌈ TELEPHONE UTILITY
- ⌈ WATER METER
- ⊙ WASTEWATER MANHOLE
- ⌈ POWER POLE
- ⌈ FIRE HYDRANT
- ⌈ WATER VALVE
- ⌈ WATER FAUCET
- ⌈ TELEPHONE POLE
- ⌈ LIGHT STANDARD
- ⌈ TRANSMISSION TOWER
- H-FRAME
- // EDGE OF PAVEMENT

**KEY MAP**

HORIZONTAL DATUM: NAD83/2011 - EPOCH 2010  
 VERTICAL DATUM: NAVD 88 - GEOID12B  
 COMBINED SCALE FACTOR: 0.9998689208  
 BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE  
 DISTANCES SHOWN ARE SURFACE VALUES

ACAD FILE: S238004B-0001C.dwg  
 WORD FILE: S238004B-0001C.doc  
 DATE: 4/10/2019  
 WO NO: 4592627  
 FIELD BOOK: 2019-04 PG. 8  
 DRAWN BY: BRC

ALTA/NSPS LAND TITLE SURVEY OF  
 24.03 ACRES IN THE  
 A. FLORES SURVEY,  
 ABSTRACT NO. 235,  
 WILLIAMSON COUNTY, TEXAS

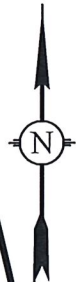
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 (512)473-3200 www.lcra.org  
 TBPLS FIRM# 10152700





## GRAPHIC SCALE

JOYCE ANNE SUDDUTH ANDREWS  
AKA JOYCE ANN SUDDUTH ANDREWS,  
SHIRLENE SUDDUTH DAVIS AND  
MARVIN TRUETT SUDDUTH  
TO  
PENCE INVESTMENTS, LTD. AND  
JOSEPH HOOVER/CTX, LLC  
46.225 ACRES  
SEPTEMBER 25, 2015  
DOC. 2015085305  
OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS



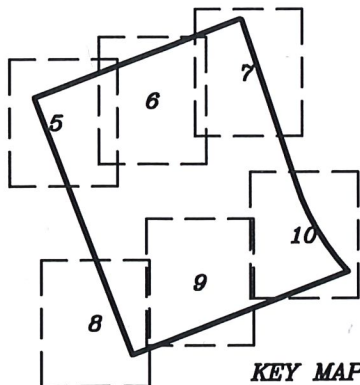
COUNTY ROAD No. 151  
(a/k/a STADIUM DRIVE)

N 87°12'31" W  
124.84'

(N 71°37'00" E 919.27')  
(N 69°10'42" E 919.39')

CITY OF GEORGETOWN  
PERMANENT UTILITY EASEMENT  
(20' WIDE)  
SEPTEMBER 8, 2000  
DOC. #2000061351  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

DAN A. WEATHERS  
TO  
LOWER COLORADO RIVER AUTHORITY  
26.47 ACRE  
SEPTEMBER 18, 1979  
VOL. 771, PG. 264  
DEED RECORDS OF  
WILLIAMSON COUNTY, TEXAS



KEY MAP

PAGE 5 OF 12

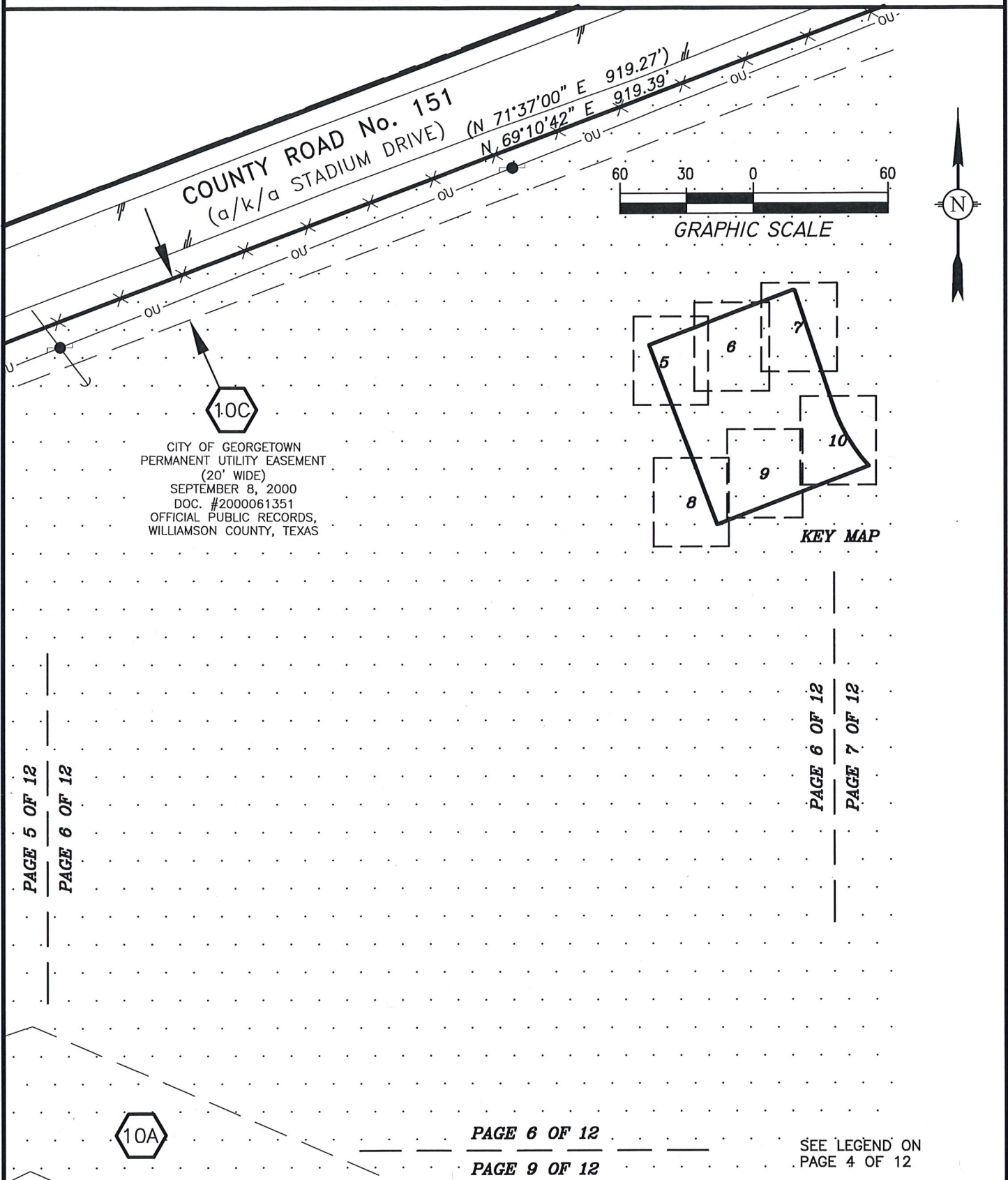
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SEE LEGEND ON  
PAGE 4 OF 12

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WORD FILE: S238004B-0001C.doc  
DATE: 4/10/2019  
WO NO: 4592627  
FIELD BOOK: 2019-04 PG. 8  
DRAWN BY: BRC

ALTA/NSPS LAND TITLE SURVEY  
OF 24.03 ACRES IN THE  
A. FLORES SURVEY,  
ABSTRACT NO. 71235  
WILLIAMSON COUNTY, TEXAS

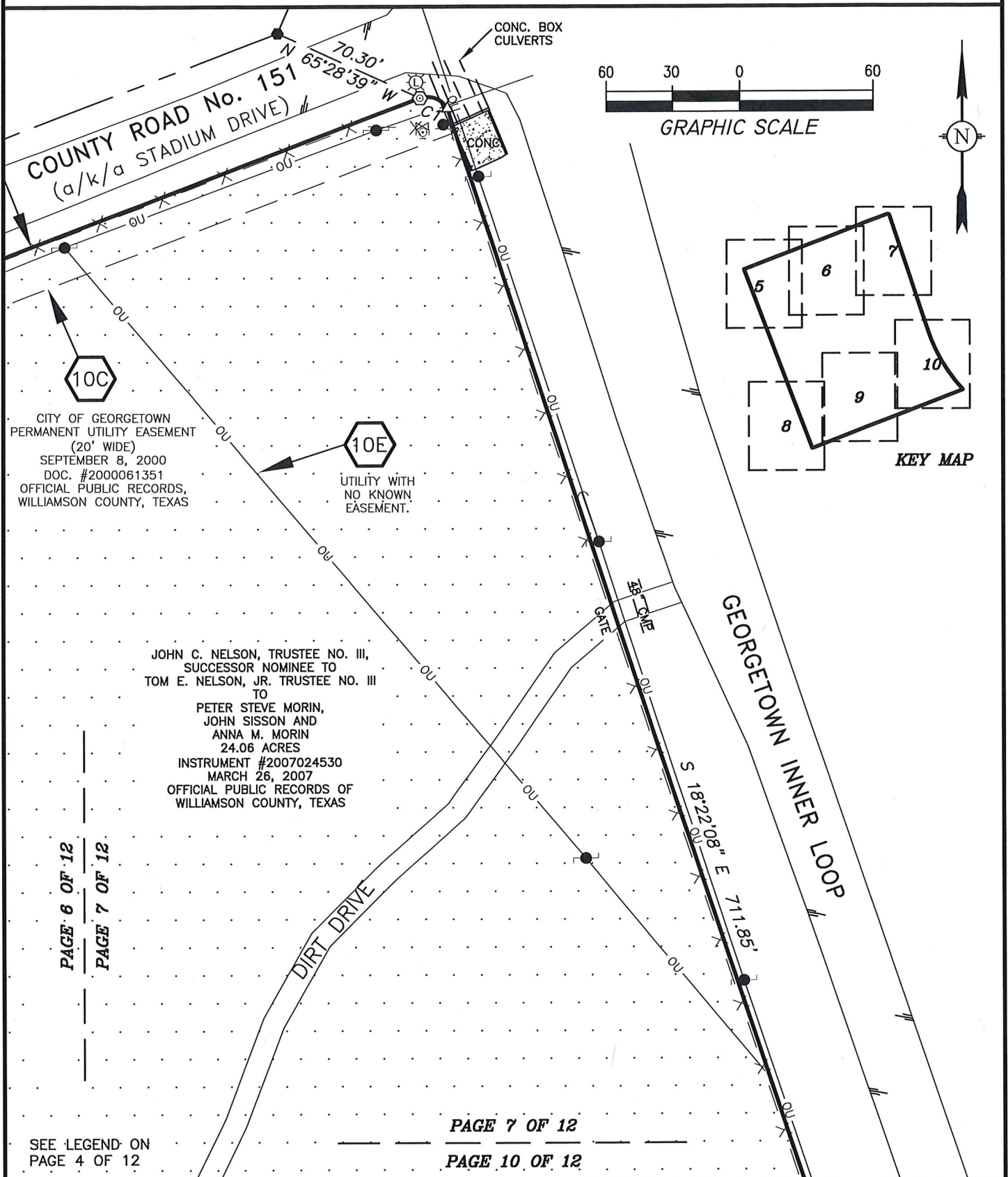
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ALTA/NSPS LAND TITLE SURVEY  
OF 24.03 ACRES IN THE  
A. FLORES SURVEY,  
ABSTRACT NO. 71235  
WILLIAMSON COUNTY, TEXAS

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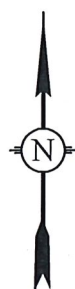


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DRAWN BY: BRC

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OF 24.03 ACRES IN THE  
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ABSTRACT NO. 71235  
WILLIAMSON COUNTY, TEXAS

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TBPLS FIRM# 10152700





GRAPHIC SCALE

DAN A. WEATHERS  
TO  
LOWER COLORADO RIVER AUTHORITY  
26.47 ACRE  
SEPTEMBER 18, 1979  
VOL. 771, PG. 264  
DEED RECORDS OF  
WILLIAMSON COUNTY, TEXAS

ZONE "X" (SEE NOTE)  
ZONE "SHADED X" (SEE NOTE)  
ZONE "AE" (SEE NOTE)

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PAGE 8 OF 12

N 20°54'36" W 1,145.62'  
N 18°23'58" W 1,146.42'

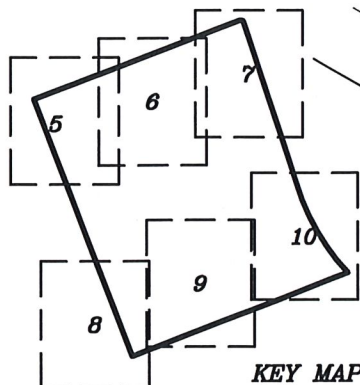
PAGE 8 OF 12

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P.O.B.

Texas Central Zone 4203  
NAD 83/2011—Epoch 2010  
Lat: 30°39'54.93249"  
Long: 97°39'36.09147"  
State Plane Grid Coords  
N(Y)= 10,215,783.93 ft  
E(X)= 3,136,966.18 ft

JO ALEXANDER AND NEAL D. ALEXANDER,  
WIFE & HUSBAND  
TO  
MARY M. NEELY  
13.505 ACRES  
SEPTEMBER 7, 2001  
DOC. 2001074117  
OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS



KEY MAP

CITY OF GEORGETOWN  
WASTEWATER EASEMENT  
(20' WIDE)  
MAY 8, 1995  
VOL. 2690, PG. 386  
(DOC. #9522908)  
OFFICIAL RECORDS OF  
WILLIAMSON COUNTY, TEXAS



SEE LEGEND ON  
PAGE 4 OF 12

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DATE: 4/10/2019  
WO NO: 4592627  
FIELD BOOK: 2019-04 PG. 8  
DRAWN BY: BRC

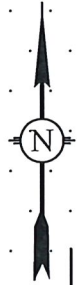
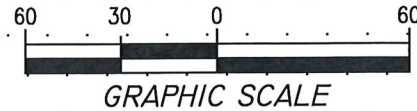
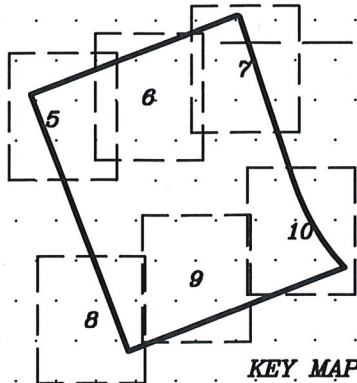
ALTA/NSPS LAND TITLE SURVEY  
OF 24.03 ACRES IN THE  
A. FLORES SURVEY,  
ABSTRACT NO. 71235  
WILLIAMSON COUNTY, TEXAS



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JOHN C. NELSON, TRUSTEE NO. III,  
SUCCESSOR NOMINEE TO  
TOM E. NELSON, JR. TRUSTEE NO. III  
TO  
PETER STEVE MORIN,  
JOHN SISSON AND  
ANNA M. MORIN  
24.06 ACRES  
INSTRUMENT #2007024530  
MARCH 26, 2007  
OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS

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CITY OF GEORGETOWN  
UTILITY EASEMENT  
(10' WIDE)  
MAY 14, 2007  
DOC. #2007048039  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

CITY OF GEORGETOWN  
UTILITY EASEMENT  
(20' WIDE WASTEWATER EASEMENT)  
MARCH 10, 1995  
VOL. 2690, PG. 386  
(DOC. #9509759)  
OFFICIAL RECORDS,  
WILLIAMSON COUNTY, TEXAS

ZONE "X" (SEE NOTE)

ZONE "SHADED X" (SEE NOTE)

ZONE "AE" (SEE NOTE)

S 69°00'22" W 968.07'  
(S 71°31'00" W 968.00')

THE META A. HAVERLAND TRUST  
NUMBER ONE  
TO  
BILLY H. MILLER AND  
MARY ANN MILLER  
24.0042 ACRES  
JANUARY 31, 1994  
VOL. 2467, PG. 57  
RECORDS OF  
WILLIAMSON COUNTY, TEXAS

SEE LEGEND AND NOTES  
ON PAGE 4 OF 12

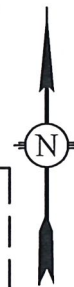
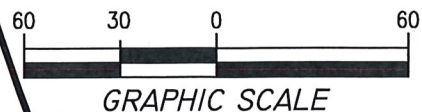
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DATE: 4/10/2019  
WO NO: 4592627  
FIELD BOOK: 2019-04 PG. 8  
DRAWN BY: BRC

ALTA/NSPS LAND TITLE SURVEY  
OF 24.03 ACRES IN THE  
A. FLORES SURVEY,  
ABSTRACT NO. 71235  
WILLIAMSON COUNTY, TEXAS

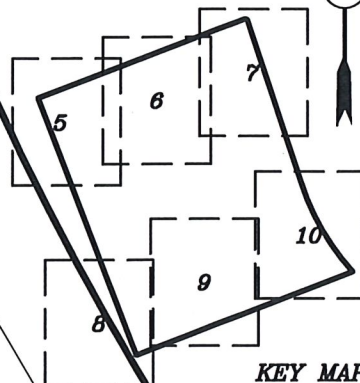
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GEORGETOWN INNER LOOP



LOWER COLORADO RIVER AUTHORITY  
ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY  
SEPTEMBER 3, 1980  
VOL. 809, PG. 456  
DEED RECORDS, WILLIAMSON COUNTY, TEXAS

10A

PAGE 9 OF 12

PAGE 10 OF 12

CITY OF GEORGETOWN  
UTILITY EASEMENT  
(10' WIDE)  
MAY 14, 2007  
DOC. #2007048039  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

10D

CITY OF GEORGETOWN  
UTILITY EASEMENT  
(20' WIDE WASTEWATER EASEMENT)  
MARCH 10, 1995  
VOL. 2690, PG. 386  
(DOC. #9509759)  
OFFICIAL RECORDS,  
WILLIAMSON COUNTY, TEXAS

10B

SEE LEGEND ON  
PAGE 4 OF 12

S 69°00'22" W 968.07'  
(S 71°31'00" W 968.00')

C

D

ZONE "X" (SEE NOTE)  
ZONE "SHADED X" (SEE NOTE)  
ZONE "AE" (SEE NOTE)

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DATE: 4/10/2019  
WO NO: 4592627  
FIELD BOOK: 2019-04 PG. 8  
DRAWN BY: BRC

ALTA/NSPS LAND TITLE SURVEY  
OF 24.03 ACRES IN THE  
A. FLORES SURVEY,  
ABSTRACT NO. 71235  
WILLIAMSON COUNTY, TEXAS

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SURVEY NOTES

1. ALL STANDARD REQUIREMENTS HAVE BEEN MET FOR THE ALTA/NSPS LAND TITLE SURVEYS, EFFECTIVE 02/23/2106. SUCH REQUIREMENTS OF STANDARD OF CARE, RECORDS RESEARCH, FIELDWORK, PLAT OR MAP, CERTIFICATION, AND DELIVERABLES.
2. ACCURACY STANDARDS MEET OR EXCEED IN ACCORDANCE AS DESCRIBED IN PARAGRAPH 3 OF THE STANDARD DETAIL REQUIREMENTS.
3. THIS SURVEY WAS MADE ON THE GROUND UTILIZING LEICA RTK GNSS EQUIPMENT. FIELD SURVEY WAS PERFORMED MARCH 2019.
4. FOR ALL TITLE RELATED MATTERS, LOWER COLORADO RIVER AUTHORITY RELIED UPON THE FOLLOWING COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY WITH NUMBER 190074369 EFFECTIVE MARCH 22, 2019 AT 5:00PM, ISSUED APRIL 1, 2019 AT 3:12PM. THE LOCATION OF EACH EXCEPTION SET FORTH IN SUCH COMMITMENT TO THE EXTENT IT CAN BE LOCATED, HAS BEEN SHOWN HEREIN.
5. THIS ALTA/NSPS LAND TITLE SURVEY WAS PREPARED SOLELY FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY AS CERTIFIED HEREIN
6. OPTIONAL TABLE A ITEMS 1, 3, & 4 WERE PERFORMED.
7. BASIS OF BEARINGS IS NAD 83 (2011 – EPOCH 2010) TEXAS STATE PLANE GRID BEARINGS.
8. FOUND MONUMENTATION WAS ACCEPTED THEN NOTED FOR SIZE AND TYPE UNLESS OTHERWISE INDICATED.
9. ALL DISTANCES ARE GROUND SURFACE DISTANCES.
10. ALL KNOWN EASEMENTS OF RECORD AS PROVIDED IN THE TITLE REPORT ARE SHOWN HEREIN.
11. NO BUILDINGS WERE PRESENT ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.
12. SUBJECT PROPERTY HAS RIGHTS OF WAY FROM ADJOINING COUNTY RIGHT OF WAY. ALL ADJOINING STREETS ARE SHOWN ALONG WITH THE WIDTH AND LOCATION OF THE TRAVELED WAY RELATIVE TO THE NEAREST BOUNDARY LINE OF THE SURVEYED PROPERTY. NO KNOWN DOCUMENTED LIMITED ACCESS POINTS WERE FOUND AT THE TIME OF SURVEY. ALL VISIBLE EVIDENCE OF PHYSICAL ACCESS SUCH AS, BUT NOT LIMITED TO, CURB CUTS AND DRIVEWAYS ARE SHOWN HEREIN.
13. LINES OF POSSESSION AND IMPROVEMENTS ALONG THE BOUNDARIES SHOWN HEREIN TO INCLUDE THE CHARACTER AND LOCATION OF EVIDENCE OF POSSESSION OR OCCUPATION ALONG THE PERIMETER OF THE SURVEYED PROPERTY; BOTH BY THE OCCUPANTS OF THE SURVEYED PROPERTY AND BY ADJOINERS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY. IF ANY, THE CHARACTER AND LOCATION OF ALL WALLS, BUILDINGS, FENCES, AND OTHER IMPROVEMENTS WITHIN FIVE FEET OF EACH SIDE OF THE BOUNDARY LINES, OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY SHOWN HEREIN.
14. SCHEDULE "B" ITEMS CONTAINED THEREIN AND RE-LISTED BELOW WERE CONSIDERED:

ITEMS 3, 5, 6, 7, 8, AND 9 ARE NOT LAND SURVEY MATTERS.

FOR SCHEDULE B ITEM 2; NO DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARIES. NO ENCROACHMENTS, PROTRUSIONS, OR OVERLAPPING IMPROVEMENTS WERE FOUND AT THE TIME OF SURVEY.

FOR SCHEDULE B ITEM 4; NO APPARENT RIPARIAN BOUNDARIES ASSOCIATED TO THE SUBJECT PROPERTY AT THE TIME OF SURVEY.

NOTES CONTINUED ON PAGE 12.

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WORD FILE: S238004B-0001C.doc  
DATE: 4/10/2019  
WO NO: 4592627  
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ALTA/NSPS LAND TITLE SURVEY OF  
24.03 ACRES IN THE  
A. FLORES SURVEY,  
ABSTRACT NO. 235,  
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SURVEY NOTE NO. 14 CONTINUED:

SCHEDULE B ITEM 10 ARE LAND SURVEY MATTERS AND LISTED AND ALL TOGETHER NOTED ON THE PLAN VIEW AS FOLLOWS:

10A) EASEMENT EXECUTED BY CHARLES M. CHRISTENSEN, TRUSTEE TO LOWER COLORADO RIVER AUTHORITY, DATED SEPTEMBER 3, 1980, RECORDED IN VOLUME 809, PAGES 456, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

10A) PLOTTED HEREIN.

10B) EASEMENT EXECUTED BY TOM E. NELSON, JR. TRUSTEE NO. III TO THE CITY OF GEORGETOWN, DATED MARCH 10, 1995, RECORDED IN VOLUME 2690, PAGES 386, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

10B) PLOTTED HEREIN.

10C) EASEMENT EXECUTED BY TOM E. NELSON, JR. TRUSTEE III TO THE CITY OF GEORGETOWN, DATED SEPTEMBER 8, 2000, RECORDED IN DOCUMENT NO. 2000061351, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

10C) PLOTTED HEREIN.

10D) EASEMENT EXECUTED BY PETER STEVE MORIN, JOHN SISSON AND ANNA M. MORIN TO THE CITY OF GEORGETOWN, DATED MAY 14, 2007, RECORDED IN DOCUMENT NO. 2007048039, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

10D) PLOTTED HEREIN.

10E) ANY UNRECORDED EASEMENT, EITHER PUBLIC OR PRIVATE, WHICH EXISTS OR MAY LATER BE CLAIMED AS EXISTING OF CONSTRUCTION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF THE OVERHEAD UTILITY LINE AND UTILITY POLE CROSSING THE LAND AS SHOWN ON SURVEY DATED APRIL 10, 2019, BY WHITNEY SMELSER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6291 OF LCRA.

10E) PLOTTED HEREIN.

#### CERTIFICATION

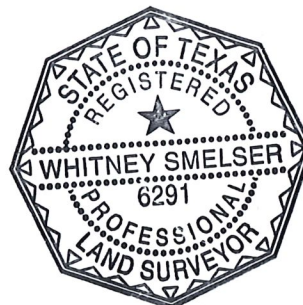
TO:

PETER STEVE MORIN, JOHN SISSON AND ANNA M. MORIN  
FIRST STATE BANK CENTRAL TEXAS  
STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, AND 4 OF OPTIONAL TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON MARCH 4, 2019.

*Whitney Smelser* 4/30/19  
\_\_\_\_\_  
WHITNEY SMELSER                      DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 6291  
WHITNEY.SMELSER@LCRA.ORG



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WORD FILE: S238004B-0001C.doc  
DATE: 4/10/2019  
WO NO: 4592627  
FIELD BOOK: 2019-04 PG. 8  
DRAWN BY: BRC

ALTA/NSPS LAND TITLE SURVEY OF  
24.03 ACRES IN THE  
A. FLORES SURVEY,  
ABSTRACT NO. 235,  
WILLIAMSON COUNTY, TEXAS

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## **EXHIBIT C**

## PUBLIC UTILITY EASEMENT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

This Agreement (this "Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Georgetown, Texas, between LCRA Transmission Services Corporation, a Texas non-profit organization, whose address is P.O. Box 220, Austin, TX 78767, ATTN: Real Estate Services (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, for the benefit of the public, an easement and public right-of-way (the "Easement"), subject to the Permitted Encumbrances, as defined herein, for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of public utility lines, including water, wastewater, electrical, telecommunication, and gas lines, and appurtenant structures and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being that \_\_\_\_-acre being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" ).

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only by Grantee and Grantee's successors and assigns, and any franchisees, permittees, and invitees of the same, solely for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Easement Area; (3) the right to remove from the Easement Area all trees and parts thereof, or other obstructions not installed pursuant to rights reserved in the Permitted Encumbrances, which endanger or may interfere with the efficiency and maintenance of the Facilities; and (4) the right of public ingress and egress on, over, under, and across the Easement Area solely for the exercise of the rights and privileges herein conveyed.
4. The duration of the Easement is perpetual.



5. The term “Permitted Encumbrances” includes Grantor’s reservations of rights to use the Easement Area, together with any easements, covenants, restrictions, encumbrances, and other matters of record in the Real Property Records of Williamson County that are valid and existing as of the date of this Agreement and that affect the Easement Area, for any purpose necessary to efficiently operate its electrical transmission or substation facilities located on the Easement Area or Grantor’s adjacent property now or in the future, provided Grantor agrees to coordinate the installation of any Grantor facilities within the Easement Area with Grantee to avoid unreasonable interference with Grantee’s Facilities or those of Grantee’s franchisees and licensees. Grantor additionally reserves the right to use the Easement Area for purposes of ingress and egress to Grantor’s adjacent property, and to install driveways across the Easement Area in furtherance thereof.
6. Any party seeking to install Facilities in the Easement Area must first coordinate the installation with Grantor in order to avoid interference with Grantor’s electrical transmission facilities. Grantee agrees to coordinate the installation of any Grantee Facilities within the Easement Area with Grantor to avoid interference with Grantor’s electrical transmission facilities, but Grantee shall in no way be responsible for the installation of any Facilities by Grantee’s franchisees or licensees, nor any failure to coordinate by the same.
7. This Easement is made and accepted subject to the Permitted Encumbrances. Grantor and Grantor’s heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement, subject to the Permitted Encumbrances, to Grantee and Grantee’s successors and assigns against every person lawfully claiming or to claim all or any part thereof when the claim is by, through, or under Grantor, but not otherwise.
8. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee and Grantee’s successors and assigns, for the benefit of the public, subject to the Permitted Encumbrances, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the Easement Area (or any portion thereof) covered by this grant. Notwithstanding anything to the contrary contained herein, Grantor may grant such easements, licenses, or other rights to use the Easement Area that are necessary to efficiently operate the electrical transmission and substation facilities located on the Easement Area or Grantor’s adjacent property now or in the future.
9. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
10. The terms of this Agreement shall be binding upon Grantor, and Grantor’s heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the public; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

GRANTOR:

\_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

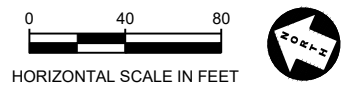
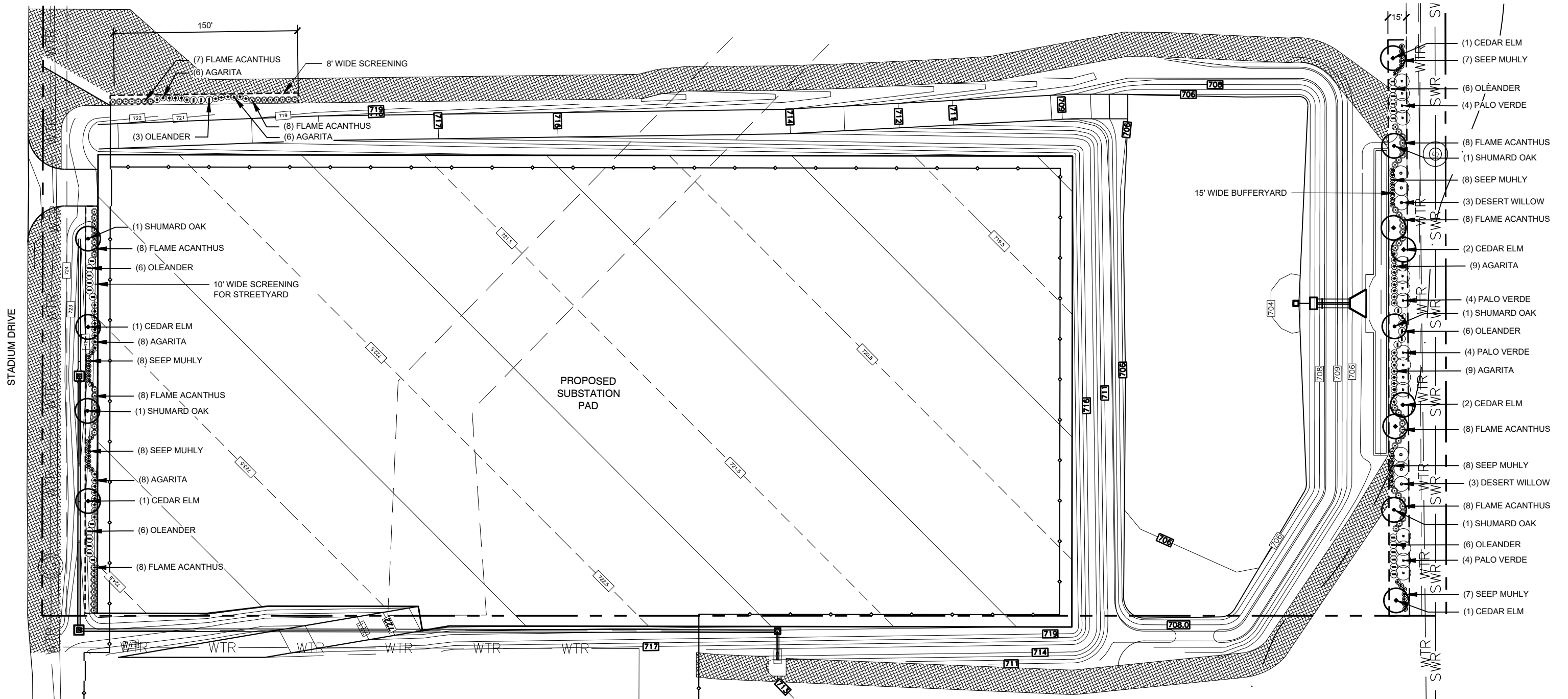
This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

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

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_, Asst. City Attorney



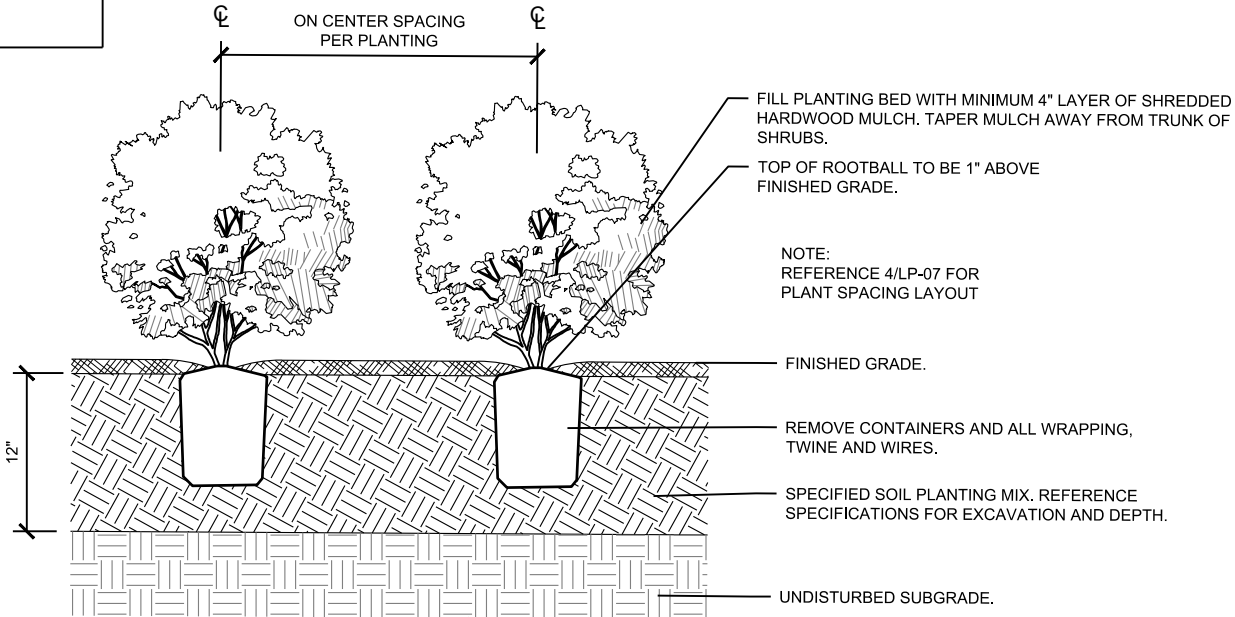
# **LCRA** **GABRIEL SUBSTATION UPGRADE** **PLANTING EXHIBIT** **SHEET - LS-01**

PLANT SCHEDULE								
TREES	WATER USE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
	LOW	5	QUERCUS SHUMARDII	SHUMARD OAK	3" CAL.	100 GAL.		SINGLE TRUNK, STRAIGHT CENTRAL LEADER, FULL AND UNIFORM CANOPY; CONTAINER GROWN
	LOW	8	ULMUS CRASSIFOLIA	CEDAR ELM	3" CAL.	100 GAL.		SINGLE TRUNK, STRAIGHT CENTRAL LEADER, FULL AND UNIFORM CANOPY; CONTAINER GROWN
ORNAMENTAL EVERGREEN TREES	WATER USE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
	LOW	16	PARKINSONIA x 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	8' H X 4' S	45 GAL.		MULTI-TRUNK, 3-5 TRUNKS, 1-1/2" MINIMUM CAN CALIPER, HEAVILY BRANCHED, CLEAR TRUNK, FULL AND UNIFORM CANOPY; CONTAINER GROWN
	LOW	6	CHILOPSIS LINEARIS	DESERT WILLOW	8' H X 4' S	45 GAL.		MULTI-TRUNK, 3-5 TRUNKS, 1-1/2" MINIMUM CAN CALIPER, HEAVILY BRANCHED, CLEAR TRUNK, FULL AND UNIFORM CANOPY; CONTAINER GROWN
SHRUBS	WATER USE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
	VERY LOW	71	ANISACANTHUS QUADRIFIDUS WRIGHTII	FLAME ACANTHUS	18" H X 18" S	3 GAL.	60" o.c.	FULL AND UNIFORM IN CONTAINER.
	VERY LOW	46	BERBERIS TRIFOLIOLATA	AGARITA	18" H X 18" S	3 GAL.	72" o.c.	FULL AND UNIFORM IN CONTAINER.
	VERY LOW	33	NERIUM INDICUM	OLEANDER	18" H X 18" S	3 GAL.	60" o.c.	FULL AND UNIFORM IN CONTAINER.
ORNAMENTAL GRASSES, YUCCAS AND SUCCULANTS	WATER USE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
	VERY LOW	46	MUHLENBERGIA REVERCHONII	SEEP MUHLY	12" H X 12" S	1 GALLON	48" o.c.	FULL AND UNIFORM IN CONTAINER.

- NOTES:
- TEMPORARY IRRIGATION FOR ESTABLISHMENT OF PLANTS.
  - SITE SPECIFIC PLANTS PER CITY OF GEORGETOWN RECOMMENDATIONS.

LANDSCAPE PLANTING REQUIREMENTS	REQUIRED	PROVIDED
<b>SECTION 8.04.030 - STREET YARD LANDSCAPING</b> STREET YARD UNDER 50,000 S.F: 20,000 S.F. LANDSCAPE AREA TOTALING 20% OF STREET YARD 1 SHADE TREE PER 5,000 S.F. OF STREET YARD 3 SHRUBS PLUS 3 PER 5,000 S.F. OF STREET YARD	1,000 S.F. 4 12	9,610 S.F. 4 68
<b>SECTION 8.04.060 - BUFFERYARDS</b> MEDIUM BUFFERYARD: 470 LINEAR FEET ONE (1) SHADE TREE PER EACH 50 LINEAR FEET TWO (2) EVERGREEN ORNAMENTAL TREES PER EACH 50 LINEAR FEET EIGHT (8) EVERGREEN SHRUBS PER EACH 50 LINEAR FEET	9 18 75	9 18 98
<b>SECTION 8.04.070 - SCREENING</b> LIVE SCREEN, MINIMUM 2' HT AT TIME OF PLANTING		INDICATED ON PLANS

TREE MITIGATION CALCULATIONS
TOTAL NUMBER OF INCHES TO MITIGATE: 263"
NUMBER OF INCHES PROVIDED ON-SITE: 39" - SHADE TREES PROVIDED: 13 @ 3" CALIPER
MITIGATION INCHES BASED ON PROPOSED STREETYARD AND BUFFERYARD TREES: 224"



1

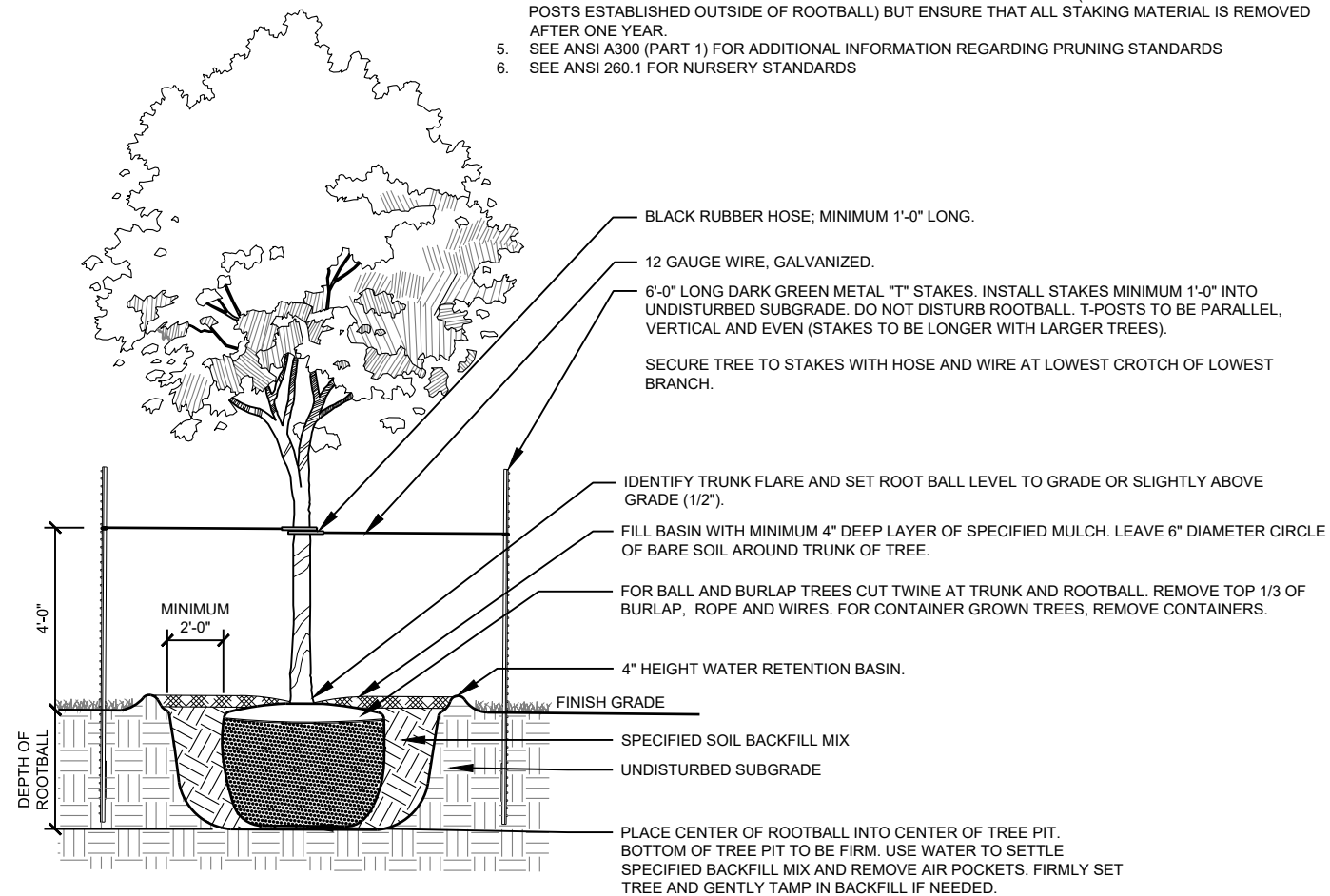
## SHRUB BED PLANTING

SECTION

SCALE:N.T.S.

NOTES:

1. REFERENCE TECHNICAL SPECIFICATION SECTION "32 9300 PLANTING" FOR ADDITIONAL REQUIREMENTS.
2. TREES LESS THAN 4" CALIPER ARE TO INSTALL (2) TWO T-POSTS.
3. TREES GREATER THAN 4" CALIPER ARE TO INSTALL (3) T-POSTS.
4. POST AND TIES ARE TO BE ESTABLISHED WITHOUT HARMING THE TREE (E.G. NON-BINDING STRAPS. POSTS ESTABLISHED OUTSIDE OF ROOTBALL) BUT ENSURE THAT ALL STAKING MATERIAL IS REMOVED AFTER ONE YEAR.
5. SEE ANSI A300 (PART 1) FOR ADDITIONAL INFORMATION REGARDING PRUNING STANDARDS
6. SEE ANSI 260.1 FOR NURSERY STANDARDS



## SINGLE TRUNK TREE PLANTING DETAIL

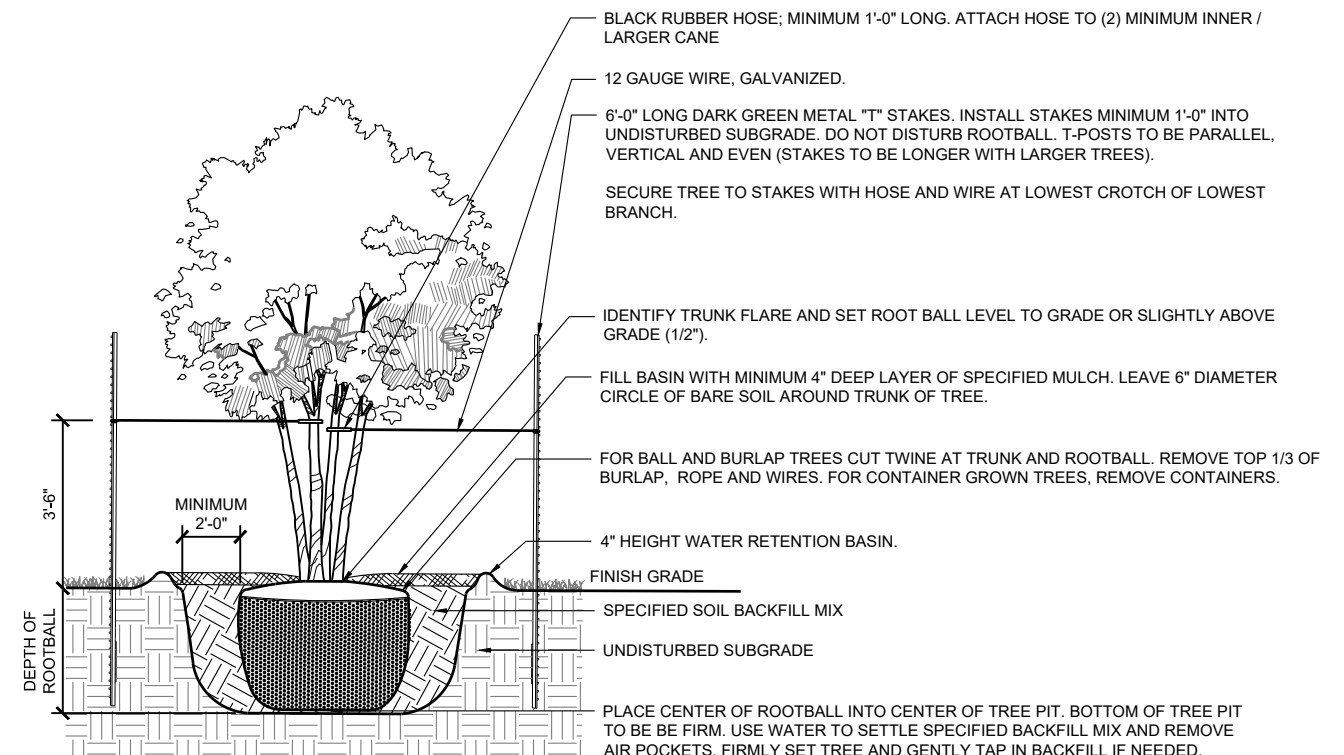
1

SECTION

SCALE:N.T.S.

NOTES:

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4. POST AND TIES ARE TO BE ESTABLISHED WITHOUT HARMING THE TREE (E.G. NON-BINDING STRAPS. POSTS ESTABLISHED OUTSIDE OF ROOTBALL) BUT ENSURE THAT ALL STAKING MATERIAL IS REMOVED AFTER ONE YEAR.
5. SEE ANSI A300 (PART 1) FOR ADDITIONAL INFORMATION REGARDING PRUNING STANDARDS
6. SEE ANSI 260.1 FOR NURSERY STANDARDS



## MULTI-TRUNK TREE PLANTING DETAIL

2

SECTION

SCALE:N.T.S.